

## Tom Green County Commissioners' Court August 23, 2005

The Commissioners' Court of Tom Green County, Texas, met in Regular Session August 23<sup>rd</sup>, 2005 in the Edd B. Keyes Building, with the following members present:

Ralph E. Hoelscher, Commissioner of Precinct #1  
Karl Bookter, Commissioner of Precinct #2  
Steve Floyd, Commissioner of Precinct #3  
Richard Easingwood, Commissioner of Precinct #4  
Michael D. Brown, County Judge

1. County Judge, Michael Brown, called the meeting to order at 8:36 AM
2. Commissioner Floyd offered the invocation. Pledge of Allegiance to the United States and the Texas Flag were recited.
4. Judge Brown recessed the Regular meeting of the Commissioners Court for the purpose of convening a Public Hearing on the FY 2006 Tax Rate.

Judge Brown called the Public Hearing to order at 8:38 A.M. and ask for public input.

There being no one present, that wished to address the Court, Judge Brown adjourned the Public Hearing at 8:39 A.M and reconvened the Regular Meeting of the Tom Green County Commissioners Court.

7. **Commissioner Easingwood moved to accept the Consent Agenda as presented with the exception of Item H. Commissioner Floyd seconded the motion. The following items were approved:**
  - A. Approved the Minutes of the Regular Meeting from August 9<sup>th</sup>, 2005.
  - B. Approved the Minutes of Accounts Allowable (Bills) from August 10<sup>th</sup> – 23<sup>rd</sup>, 2005 in the amount of \$ 1,406,107.09  
Purchase Orders from August 8<sup>th</sup> – 12<sup>th</sup>, 2005 in the amount of \$ 23,039.21 and August 15<sup>th</sup> – 19<sup>th</sup>, 2005 in the amount of \$32,642.71
  - 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.</u> <u>DATE</u>	GRADE /STEP	<u>SALARY</u>	<u>SUPP/CAR</u> <u>ALLOW</u>
Sanders, Donna L.	CSCD	New Hire	8-08-05	N/A	\$745.92 S/M	
Angermeier, Rupert	Juvenile Probation	Resignation	8-26-05	N/A	\$1143.04 S/M	
Spencer, Rebecca	CSCD	Salary Increase	7-16-05	N/A	\$1300.75 S/M	
Wilson, Deborah	Library	Resignation	8-04-05	N/A	\$6.15/Hour	
Huber, Kristopher	Jail	Resignation	8-09-05	16/1	\$874.22 S/M	
Martinez, Heather	Collections	Resignation	8-26-05	8/1	\$589.44 S/M	
Nash, Kimi	Jail	Resignation	8-26-05	16/1	\$874.22 S/M	
Robles, Francisco		Salary Increase	8-01-05	N/A	\$1648.33 S/M	
Darnell, Victoria	CSCD	Salary Increase	9-01-05	N/A	\$1278.21 S/M	
Berton, Raquel	Juvenile Detention	Dropped	8-18-05	N/A	\$7.50/Hour	

Delarosa, Roxsann	CRTC	Salary Increase	8-16-05	N/A	\$945.52 S/M
Hernandez, Michelle	CSCD	Salary Increase	8-1-05	N/A	\$1180.33 S/M
Williamson, Tricia	Treasurer	Dropped	8-19-05	N/A	\$5.15/Hour

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

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	<u>GRADE /STEP</u>	<u>SALARY</u>	<u>SUPP/CAR ALLOW</u>
Elliott, Sandra	Sheriff	Salary Increase	7-01-05	N/A	\$689.29 S/M	\$525.83 S/M
Guthrie, Rita	Sheriff	Salary Increase	7-01-05	N/A	\$884.12 S/M	\$674.46 S/M

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

- D.** Acknowledged the disposition of three Wyse monitors pursuant to LGC Section 263.152 (2), which states “offer property as trade-in for new property” (Recorded with these minutes.)
- E.** Accepted the Extension Service Monthly Schedule of Travel for July 2005 as a matter of record. (Recorded with these minutes.)
- F.** Acknowledged Precinct #4 Commissioner Richard Easingwood’s certification in “Storm Water Qualified Personnel Training –Construction Activities”. (Recorded with these minutes.)
- G.** Approved the request for waiver of rental fees for the large building at the Water Valley Park for the Annual Water Valley Volunteer Fire Department Haunted House, to be used as a fundraiser, to be held October 27- 29<sup>th</sup>, 2005.
- H.** [Consider **Acknowledgement of out of state travel for CCL2 Judge Penny Roberts for a Search and Seizure Seminar to be held in New Orleans, Louisiana.**]  
**Omitted from the motion.**
- I.** Approved an amended Resolution to Adopt Hazard Mitigation Plan for the Concho Valley Council of Government. (Recorded with these minutes.)

**All voted in favor of the motion. The motion passed 5-0**

**7-H. Judge Brown moved to approve the out of state travel for CCL2 Judge Penny Roberts, to attend a Search and Seizure Seminar to be held in New Orleans, Louisiana. Commissioner Floyd seconded the motion. The motion passed 5 to 0.**

- 8. Commissioner Bookter moved to approve the following appointments to the Library Board: Sylvan Polunsky, Bill Collins, Cindy McCammon, Joel Sugg, and Dennis Grafa to be reappointed for two-year terms to expire September 30, 2007.**  
**Commissioner Hoelscher seconded the motion and all voted in favor.**

- 9. Commissioner Bookter moved to approve the original HAVA (Help America Vote Act) Title 1-101, Title II-251 Award Agreement and the HAVA Title 1-101, Title II-251 Award Amendment I, as presented, in the total amount of \$854,010.00, adopt .the Resolution and authorize the Judge to sign all necessary papers. Commissioner Hoelscher seconded the motion. The motion passed 5 to**

0. (Recorded with these minutes as well as a letter of support from the County Republican Chairman, Dennis McKerley.)
10. **Commissioner Bookter moved to adopt a Resolution authorizing beginning negotiations with HART InterCivic for the purchase of equipment to comply with HAVA federal mandates. Commissioner Easingwood seconded the motion. The motion passed 5 to 0. (Recorded with these minutes.)**
11. **Commissioner Bookter moved to approve a Professional Service Agreement between Tom Green County and iDocket.com, LLC to access court records on the Internet and authorize the Judge to sign all necessary papers. Commissioner Floyd seconded the motion. The motion passed 5 to 0. (Recorded with these minutes.)**
12. **Judge Brown moved to approve a Support and End User Licensing Agreement for the I-Jury System between Tom Green County and Sinar Media Consultants and authorize the Judge to sign all necessary papers. Commissioner Bookter seconded the motion. The motion passed 5 to 0. (Recorded with these minutes.)**
13. **Commissioner Hoelscher moved to renew Contract for Services (Contract #06-C0035) between the Texas Office of the Attorney General and Tom Green County to access certain databases for the purposes of locating non-of custodial parents, a Title IV-D function, at the local office and authorize the Judge to sign the necessary papers. Commissioner Bookter seconded the motion. The motion passed 5 to 0. (Recorded with these minutes.)**
14. **Judge Brown moved to authorize the Juvenile Probation Department to begin negotiations for an agreement with the San Angelo Independent School District to provide an “Alternative Education Program” and authorize the Judge to sign the memorandum of understanding. Commissioner Bookter seconded the motion. The motion passed 5 to 0.**
15. **Judge Brown moved to approve the conversion of the Roy K. Robb Post Adjudication Facility from a youth facility to an adult Court Residential Treatment Facility as proposed. Commissioner Bookter seconded the motion. The motion passed 5 to 0.**
16. **Approved plan for archive of records on July 12<sup>th</sup>, 2005 (Agenda item #17)**
17. **Tabled until September 13, 2005** on the consideration for awarding contract for engineering services for the 2005 Texas Community Development Grant
18. **Judge Brown moved to approve the Treasurer’s Monthly Report for July 2005 as presented. Commissioner Bookter seconded the motion. The motion passed 5-0. (Recorded with these minutes.)**
19. **Judge Brown moved to approve the Employee pay scale grid for FY 2006 as presented. Commissioner Floyd seconded the motion. The motion passed 5 to 0. (Recorded with these minutes.)**

**20. No Action.** There were no issues discussed relating to the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations.

**21.** There were no line item transfers.

**22. Future Agenda Items Discussed:**

1. Consider allowing for an emergency egress out of the Live Oak Creek Subdivision.
2. Consider Health Care proposals and Workers Compensation issues.
3. Consider renewal of maintenance agreement.
4. Consider floor repair or replacement at the RKR facility.

**23. Announcements**

1. The next regular Commissioners' Court meeting will be Tuesday, September 13, 2005.
2. There will be a Special Commissioners' Court meeting August 31, 2005 to vote on the proposed tax rate
3. Budget meeting August 31, 2005.
4. Employees are to discuss gas conservation on County vehicles and make recommendations where cuts can be made.

**24. Judge adjourned the meeting at 10:04 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 August 23<sup>rd</sup>, 2005.**

**I hereby set my hand and seal to this record September 13, 2005.**

---

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

# Treasurers' Report on Bills during the Period of

August 10, 2005, 2005 TO August 23, 2005

Hand delivered Date: 08/18/05 Time: 3:30 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.

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

CSCD, CRTC, and Juvenile submit invoices related to CSCD or JUV 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

OPER - County Budget General Operating Account  
JUV- State Budget Juvenile Operating Account  
CE - Operating Account-Cafeteria Plan Trust-Employee Deductions  
BOND- Property Tax Budget Bond Issues Operating Account

CSCD- State Budget CSCD General Operating Account  
PC- Clearing account- Paychecks - Benefits-Deductions  
95 - Operating Account for Detention Construction Funds  
FORT- Operating Account for Sheriff and District Attorney Forfeiture Funds

\$925,080.22 All Bank Accounts- Refer to Last Page

\$481,026.87 Payroll-Employee Paychecks

Payroll-Employee or Election Paychecks

Jury Checks

Voids-Month of

Miscellaneous

\$1,406,107.09 Grand Total

Submitted by Dianna Spieker, Dianna Spieker, County Treasurer

Prepared by Gloria Mata, 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

Richard Easingwood, Commissioner Pct #4

Mike Brown

Mike Brown, County Judge



R-Cubed Service and Sales, Inc.  
11126 Shady Trail, Ste. 101  
Dallas, TX 75229  
United States

Voice: 972-243-3830  
Fax: 972-243-6972

## Packing Slip

Invoice Number:

35742

Invoice Date:

Aug 11, 2005




Page:

1

Sales Order Number  
105721

Sold To:  
TOM GREEN COUNTY  
124 WEST BEAUREGARD  
IT DEPARTMENT  
SAN ANGELO, TX 76903  
U.S.A.

Ship to:  
TOM GREEN COUNTY  
124 WEST BEAUREGARD  
IT DEPARTMENT  
SAN ANGELO, TX 76903  
U.S.A.

Customer ID		Customer PO	Payment Terms		
TGC		MITCH VERBAL	Net 10 Days		
Sales Rep ID		Shipping Method	Ship Date	Due Date	
SM01		UPS	8/11/05	8/21/05	
Order Qty	Item	Description	Shipped Prior	This Shipment	Corrections
3.00	REFWY-60	REFURBISHED WY-60 TERMINAL ONLY-GREEN-EXCHANGE SPECIAL		3.00	
3.00	RT	UPS RETURN SHIPPING TAG		3.00	
3.00	S/H	Shipping/Handling Charge		3.00	
		RMA# 710517 SN: 01C1024695 ✓			
		RMA# 710515 SN: 01319400125 ✓			
		RMA# 710516 SN: 01318802399 ✓			
					
					
					

**D-360/D-843**

**TEXAS AGRICULTURAL EXTENSION SERVICE**

## The Texas A&M University System

## MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

<b>Name:</b>	Kathy Aycock	<b>Title:</b>	County Extension Agent - FCS
<b>County:</b>	Tom Green	<b>Month:</b>	July, 2005

[illegible]

**Other Expenses (List)**

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

County Extension Agent

VOL. 82 PG. 207

County Extension Agent  
Kathy Ayrack





## 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> July

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
7/1- 7/4	Vacation and Holiday			
7/5-7/7	Brush Buster Cedar, Mesquite and prickly pear evaluation and establishment of plots (Grape Creek, San Angelo) Conservation Tillage Field Day (Ballinger). Producer Mangement Cotton, Rangeland, Livestock (Wall, Christoval, Water Valley, Grape Creek). Office Mgmt (Reports, Mail, E-Mail, Phone).	875		
7/9- 7/13	TCAAA State Meeting (Midland/Odessa). 4-H Project Management Selection - Cattle, Goats & Sheep. Producer Mangement Cotton, Rangeland, Livestock (Wall, Christoval, Water Valley, Grape Creek).	765		
7/14- 7/15	Vacation			
7/18- 7/22	Abandoned Water Well Plugging Demaonstration/Meeting (Wall, Millersview) 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)	743		
7/23- 7/30	4-H Spectra Group leader for Ag Journalism/Photography (Brownwood). Deer Depredation Informational Meeting (Wall) 4-H Project Management Selection - Cattle, Goats & Sheep.	1209		
<b>GRAND TOTAL OF MILEAGE, MEALS &amp; LODGING</b>		<b>3592</b>	<b>0</b>	<b>0</b>

Other expenses (list)

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

DATE: July		NAME: Steve Sturtz		
CURRENT MONTHS CONTACTS				
TELEPHONE	OFFICE	SITE CONTACTS	NEWS ARTICLES	NEWSLETTERS
109	75	26	2	
RADIO	TELEVISION	FIELD VISITS	PROGRAMS	TOTAL
		50	5	267

MAJOR PLANS FOR NEXT MONTH:	
DATE	ACTIVITY
8/9	Pesticide Applicators Training
8/12	4-H Awards Banquet
8/13	Quality Counts meeting
8/16	Cotton Marketing Club Meeting
8/23	Livestock Association Meeting
8/24	Accountability Training

D-360  
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:	July 2005

7/1	Water Valley- Project Visit	70		
7/5	4-H Bldg, Crossroads-deliver check, Runnels Co Off	94		
7/6-8	Brownwood- County 4-H Camp	190		
7/18	4-H Bldg	14		
7/19	District Fashion Show	10		
7/20	4-H Bldg, District Office	43		
7/21	4-H Bldg	11		
7/22	4-H Bldg	22		
7/25	MIR, Mertzon Co office, Eldorado- Mark Baxter interv	126		
7/26	Dist. Office- Record Books, 4-H Bldg	46		
7/27	4-H Bldg, MIR Center	53		
7/28	4-H Bldg	11		
7/28	Wall- trim steers for Meredith Wilde	27		
7/29	4-H Bldg, Fairgrounds- Summer Spectacular	29		
7/30	Fairgrounds- Summer Spectacular	18		
GRAND TOTAL OF MILEAGE, MEALS AND LODGING		764	0.00	0.00

Other Expenses (list) Personal Cell Phone use- 50 min @ \$.40/min= \$20.00

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



## MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

<b>NAME:</b> John Begnaud	<b>TITLE:</b> County Extension Agent-Horticulture
<b>COUNTY:</b> Tom Green	<b>MONTH:</b> July 2005

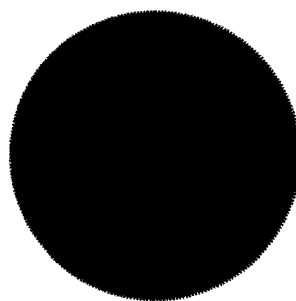
<b>DATE</b>	<b>MAJOR ACTIVITIES SINCE LAST REPORT</b>	<b>MILES</b>	<b>MEALS</b>	<b>LODGING</b>
5,6,25	San Angelo Landscape Plant Diagnosis	93		
7,14,28	Television	36		
10,11,12,13	Texas County Agents Association Annual Conference *	146		
17,18	Texas Pecan Growers Annual Conference *	402		
<b>GRAND TOTAL OF MILEAGE, MEALS &amp; LODGING</b>		<b>677</b>	<b>0</b>	<b>0</b>

Other expenses (list) \*Mileage paid by sources other than monthly allotment

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: July 2005		NAME: John Begnaud		
CURRENT MONTHS CONTACTS				
TELEPHONE	OFFICE	SITE CONTACTS	NEWS ARTICLES	NEWSLETTERS
146	31	15		1
RADIO	TELEVISION	FIELD VISITS	PROGRAMS	TOTAL
2	3	7	2	

MAJOR PLANS FOR NEXT MONTH:	
DATE	ACTIVITY
8-8	Farm Bureau Radio Taping
8-12	4-H Banquet
8-19,20	Texas Nursery and Landscape Contractors Annual Trade Show-Dallas
8-24	Agent Accountability Training



*The Texas A&M University System*  
*Texas Engineering Extension Service*  
*Engineering, Utilities and Public Works Training Institute*

*Certifies that*


**Richard S. Easingwood, Jr.**

*has successfully completed*

**Storm Water “Qualified Personnel” Training – Construction Activities**

*on*

**July 7, 2005**

  
\_\_\_\_\_  
*Engineering, Utilities and Public Works Training Institute*  
*Texas Engineering Extension Service*

  
\_\_\_\_\_  
*Director, Texas Engineering Extension Service*

VOL. 82 PG. 215

**Resolution to Adopt Hazard Mitigation Plan for the  
Concho Valley Council of Governments**

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

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

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

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

NOW, therefore, be it resolved, that the Commissioners' Court of Tom Green County does hereby: Adopt the May 5, 2005 version of "Concho Valley Council of Governments Regional Mitigation Action Plan, 2004 – 2009" especially those portions of the plan that pertain to Tom Green County; and


Vests Tom Green County Judge Mike Brown with the responsibility, authority, and the means to:

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

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

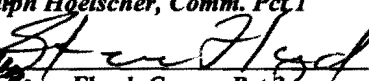
Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.


Adopted on August 23, 2005

  
Michael D. Brown, County Judge

  
Ralph Hoelscher, Comm. Pct 1

  
Karl Bookter, Comm. Pct. 2

  
Steve Floyd, Comm. Pct 3

  
Richard Easingwood, Comm. Pct 4

ATTEST:

  
Elizabeth "Liz" McGill, Tom Green County Clerk





# The State of Texas



Elections Division  
P.O. Box 12060  
Austin, Texas 78711-2060  
[www.sos.state.tx.us](http://www.sos.state.tx.us)

Phone: 512-463-5650  
Fax: 512-475-2811  
TTY: 7-1-1  
(800) 252-VOTE (8683)

Roger Williams  
Secretary of State

---

## MEMO

**TO:** Judge Michael D. Brown  
**FROM:** Jennifer Holliman, HAVA Assistant  
**DATE:** August 16, 2005  
**RE:** Tom Green's County Status of HAVA Documentation Received

---

The Office of the Secretary of State (S.O.S.) files do not reflect any signed Help America Vote Act (H.A.V.A.) Title1-101, Title II-251 Grant Award Agreement, Resolution and/ or Title1-101, Title II-251 Amendment 1 documents received. In order for the S.O.S. office to be able to release any of Tom Green's County H.A.V.A. funds, all necessary H.A.V.A. agreements, amendments, and signed resolutions will need to be received by the Secretary of State's Office.

Attached are the following documents that will need to be reviewed, signed and returned to the Secretary of State's Office:

H.A.V.A. Title1-101, Title II-251 Award Agreement  
H.A.V.A. Title1-101, Title II-251 Award Amendment 1

The above documents **along with an original fully executed Resolution from the Governing Body**, as stated under Section 13 of the H.A.V.A. Grant Award Agreement, will need to be forwarded to the Office of the Secretary of State for processing. Please forward the necessary H.A.V.A. documents to the Office of the Secretary of State by faxing the copies to 512-475-2811 and mailing the original copies to the following address:

Texas Secretary of State  
Election Division  
Attn: Dan Glotzer  
PO BOX 12060  
Austin, Texas 78711-2060

If you have any questions please feel free to contact me at 800-252-2216 (my direct line at 512-463-2484) or e-mail at [jholliman@sos.state.tx.us](mailto:jholliman@sos.state.tx.us). Also, the Secretary of State's H.A.V.A. website located at <http://www.sos.state.tx.us/elections/hava/index.shtml> is available to provide further information of the status of Tom Green's County and/ or general information about H.A.V.A.

Your immediate attention to this matter is greatly appreciated.

VOL. 82 PG. 217

# The State of Texas



Elections Division  
P.O. Box 12060  
Austin, Texas 78711-2060  
www.sos.state.tx.us

Phone: 512-463-5650  
Fax: 512-475-2811  
TTY: 7-1-1  
(800) 252-VOTE (8683)

Geoffrey S. Connor  
Secretary of State

## **HELP AMERICA VOTE ACT GRANT AWARD AGREEMENT**

### **TABLE OF CONTENTS**

Part A – General .....	2
SECTION 1. AUTHORITY .....	2
SECTION 2. SOURCE .....	2
SECTION 3. APPLICABILITY .....	2
SECTION 4. ADOPTIONS BY REFERENCE .....	2
SECTION 5. GRANT OFFICIALS .....	2
SECTION 6. FUNDING PURPOSE AREAS .....	3
SECTION 7. ELIGIBLE FUNDING BY PURPOSE AREA .....	4
SECTION 8. VOTING SYSTEM DEADLINE .....	4
SECTION 9. VOTING MACHINE STANDARDS .....	4
SECTION 10. PAPER AND CENTRAL COUNT VOTING SYSTEMS .....	5
SECTION 11. STATE VOTING SYSTEM CERTIFICATION .....	5
Part B – Pre-Award Requirements .....	5
SECTION 12. GRANT AWARD PROCESS .....	5
SECTION 13. RESOLUTION FROM THE GOVERNING BODY .....	6
SECTION 14. FORMS FOR APPLYING FOR GRANT FUNDING .....	6
SECTION 15. CERTIFIED ASSURANCES .....	6
Part C – Post-Award Requirements .....	7
SECTION 16. FINANCIAL MANAGEMENT STANDARDS .....	7
SECTION 17. PAYMENT .....	8
SECTION 18. ALLOWABLE COSTS .....	8
SECTION 19. PERIOD OF AVAILABILITY OF FUNDS (GRANT PERIOD) .....	9
SECTION 20. PROGRAM INCOME .....	9
SECTION 21. AUDIT .....	9
SECTION 22. CHANGES .....	10
SECTION 23. PROPERTY MANAGEMENT .....	10
SECTION 24. COPYRIGHTS .....	10
SECTION 25. PROCUREMENT .....	11
SECTION 26. REPORTS .....	11
SECTION 27. RECORDS RETENTION .....	11
SECTION 28. MONITORING .....	11
SECTION 29. REMEDIES FOR NONCOMPLIANCE .....	11
Part D – After-the-Grant Requirements .....	12
SECTION 30. CLOSEOUT .....	12
SECTION 31. COLLECTION OF AMOUNTS DUE .....	12

## **Part A – General**

### **SECTION 1. AUTHORITY**

- 1.1. This agreement is made by TOM GREEN COUNTY ("COUNTY") to the STATE OF TEXAS, OFFICE OF THE SECRETARY OF STATE ("SOS") and is authorized pursuant to Title 1, Section 101 (CFDA No. 39.011) and Title II, Section 251 (CFDA No. TBA) of the Help America Vote Act (HAVA), Public Law 107-252, October 29, 2002; 42 U.S.C. 15301.

### **SECTION 2. SOURCE**

- 2.1. The funding identified in this agreement is federal funding from (federal) fiscal year 2003 appropriated funds with applicable state match coming from 2004/2005 (state) fiscal year appropriated funds:
  - 2.1.1. Title I, Section 101 – 100% federal (see Section 6.1 of this agreement for purpose area).
  - 2.1.2. Title II, Section 251 – 95% federal / 5% state (see Sections 6.2 and 6.3 of this agreement for purpose areas).

### **SECTION 3. APPLICABILITY**

- 3.1. The terms and conditions set forth in this agreement apply to and must be adhered to by the COUNTY referenced in Section 1 of this agreement.

### **SECTION 4. ADOPTIONS BY REFERENCE**

- 4.1. Although the SOS has attempted to highlight the most relevant rules and guidelines through this agreement, the COUNTY must abide by the applicable Office of Management and Budget (OMB) Circulars and the Uniform Administrative Uniform Grant Management Standards (UGMS) adopted pursuant to the Uniform Grant and Contract Management Act of 1981, Chapter 783, Texas Government Code (see Texas Administrative Code Title 1, Part 1, Chapter 5, Subchapter A, Division 4, §§5.141 - 5.167).
- 4.2. UGMS incorporates the relevant OMB Circulars as outlined below:
  - 4.2.1. Cost Principles for State and Local Governments and Other Affected Entities (Chapter II of UGMS, which incorporates OMB Circular A-87).
  - 4.2.2. State Uniform Administrative Requirements for Grants and Cooperative Agreements (Chapter III of UGMS, which incorporates OMB Circular A-102 and "Common Rule", Administrative Requirements, 53 FR 8087, March 11, 1988).
  - 4.2.3. State of Texas Single Audit Circular (Chapter IV of UGMS, which incorporates OMB Circular A-133).
- 4.3. The OMB Circulars can be found at <http://www.whitehouse.gov/omb/circulars/> and UGMS can be accessed through the Governor's Office website at <http://www.governor.state.tx.us/>.

### **SECTION 5. GRANT OFFICIALS**

- 5.1. Authorized Official – The COUNTY judge must serve as the authorized official for the COUNTY and must be designated as such in the resolution (see Section 13.1.4 of this agreement). The authorized official has signing authority on behalf of the COUNTY and is responsible for ensuring the necessary forms are submitted through the Texas HAVA online grant system (see Section 14 of this agreement).
- 5.2. Election Official(s) – The COUNTY election official(s) include the executive officer(s) of the offices(s) responsible for conducting elections and maintaining the voter registration list in the COUNTY (e.g., the elections administrator or the county clerk and/or voter registrar). The election official(s) of the COUNTY must be consulted and concur with all expenditures pursuant to this agreement (see Section 13.1.1 of this agreement).

- 5.3. Financial Officer – The COUNTY auditor or treasurer must serve as the financial officer for the county. The financial officer is responsible for establishing and maintaining financial records to accurately account for funds awarded to the COUNTY. These records shall include both federal funds and all matching funds of state and local organizations, when applicable. The financial officer is also responsible for requesting payments through the Texas HAVA online grant system (see Section 17 of this agreement).

## **SECTION 6. FUNDING PURPOSE AREAS**

### **6.1. County Education Fund**

- 6.1.1. These funds are to be used for reimbursement of costs incurred as a result of attending professional election training such as conferences and seminars.
- 6.1.2. Expenditures under this fund may be incurred by the offices(s) of the COUNTY election official(s) as defined in Section 5 of this agreement. If the election duties are split between more than one office (e.g., the county clerk and voter registrar), funding must be made available and expended in consultation and agreement between the offices.

### **6.2. Accessible Voting System in Each Polling Place**

- 6.2.1. These funds are to be used for reimbursement of costs incurred as a result of acquiring a HAVA-compliant accessible voting system in each polling location.
- 6.2.2. This requirement may be met by having at least one accessible direct recording electronic voting system ("DRE") or other system equipped for individuals with disabilities at each polling place.

### **6.3. General Title III Compliance**

- 6.3.1. Upgrading voting systems to comply with new federal standards.
- a) Funds may be used for reimbursement of costs incurred as a result of purchasing equipment or software consistent with Section 9 of this agreement.
- 6.3.2. Acquiring an accessible voting system in each polling place.
- a) Refer to Section 6.2 of this agreement.
- 6.3.3. Voter education – Funds may be used for reimbursement of costs incurred as a result of educating voters on the following:
- a) How to verify/review selections before casting the vote.
- b) How to change or correct any error on the ballot before casting the vote.
- c) How to avoid over-voting.
- d) How individuals with disabilities, including non-visual accessibility for the blind and visually impaired, can access the voting system in a manner that provides the same opportunity for privacy and independence as other voters.
- e) How the county's voting system provides alternative language accessibility pursuant to the requirements of Section 203 of the Voting Rights Act of 1965.
- f) What constitutes the uniform definition of the voting system(s) in use in the county.
- g) How to vote a provisional ballot, including written information on how the voter can ascertain whether his or her vote was counted, and if not counted, the reason given.
- 6.3.4. Voter education – Funds may be used for reimbursement of costs incurred as a result of producing the following information to be posted at each polling place on the day of an election:
- a) A sample version of the ballot that will be used for that election.

- b) Information regarding the date of the election and the hours during which polling places will be open.
  - c) Instructions on how to vote, including how to cast a vote and how to cast a provisional ballot.
  - d) Instructions for mail-in registrants and first-time voters under section 303(b) of HAVA.
  - e) General information on voting rights under applicable Federal and State laws, including information on the right of an individual to cast a provisional ballot and instructions on how to contact the appropriate officials if these rights are alleged to have been violated.
  - f) General information on Federal and State laws regarding prohibitions on acts of fraud and misrepresentation.
- 6.3.5. Election worker education – Funds may be used for reimbursement of costs incurred as a result of educating election workers on the following:
- a) How a voter verifies/reviews selections before casting the vote.
  - b) How a voter changes or corrects any error on the ballot before casting the vote.
  - c) How a voter avoids over-voting.
  - d) How individuals with disabilities, including non-visual accessibility for the blind and visually impaired, can access the voting system in a manner that provides the same opportunity for privacy and independence as other voters.
  - e) How the county's voting system provides alternative language accessibility pursuant to the requirements of Section 203 of the Voting Rights Act of 1965.
  - f) What constitutes the uniform definition of the voting system(s) in use in the county.
  - g) Provisional voting procedures.

## **SECTION 7. ELIGIBLE FUNDING BY PURPOSE AREA**

- 7.1. Each allotment of funding outlined below will have its own budget and grant period and must be accounted for separately in the Texas HAVA online grant system, as well as the COUNTY accounting records:
- 7.1.1. County Education Fund – \$7,000.00
  - 7.1.2. Accessible Voting System in Each Polling Place – \$180,000.00
  - 7.1.3. General Title III Compliance – \$102,126.81

## **SECTION 8. VOTING SYSTEM DEADLINE**

- 8.1. Effective January 1, 2006, precincts within the requesting county cannot use a punch card or lever voting system for an election.
- 8.2. Effective January 1, 2006, each polling place within the requesting county must have a voting system that will be accessible for individuals with disabilities, including non-visual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for privacy and independence as other voters.

## **SECTION 9. VOTING MACHINE STANDARDS**

- 9.1. The COUNTY ensures all voting systems comply with the following:
- 9.1.1. Permit voter to verify/review selections before casting the vote.
  - 9.1.2. Allow voter to change or correct any error on the ballot before casting the vote.
  - 9.1.3. Prevent or alert voter if he/she over-votes on the ballot.

- 9.1.4. Produce a permanent paper record with a manual audit capacity.
- 9.1.5. Be accessible for individuals with disabilities, including non-visual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for privacy and independence as other voters. (This requirement may be met by having at least one DRE or other system equipped for individuals with disabilities at each polling site.)
- 9.1.6. Provide alternative language accessibility pursuant to the requirements of Section 203 of the Voting Rights Act of 1965.
- 9.1.7. Ensure error rates (machine errors only) do not exceed the Federal Election Commission or Election Assistance Commission standards.
- 9.1.8. Maintain consistency with the uniform definition of what constitutes a vote for each voting system in use in the state.
- 9.1.9. Title 8 of the Texas Election Code.

## **SECTION 10. PAPER AND CENTRAL COUNT VOTING SYSTEMS**

- 10.1. A COUNTY that uses a paper ballot voting system or a central count voting system (including mail-in absentee ballots and mail-in ballots), may meet the requirements in Section 9 of this agreement by--
  - 10.1.1. Establishing a voter education program specific to that voting system that notifies each voter of the effect of casting multiple votes for an office; and
  - 10.1.2. Providing the voter with instructions on how to correct the ballot before it is cast and counted (including instructions on how to correct the error through the issuance of a replacement ballot if the voter was otherwise unable to change the ballot or correct any error).
- 10.2. This Section does not in any manner eliminate the requirement of Section 8.2 of this agreement, which requires that each polling place must have at least one accessible voting system effective January 1, 2006.
- 10.3. The voting system shall ensure that any notification required under this Section preserves the privacy of the voter and the confidentiality of the ballot.

## **SECTION 11. STATE VOTING SYSTEM CERTIFICATION**

- 11.1. As a condition of funding and pursuant to Section 123.035 of the Election Code, any contract for the acquisition of voting system equipment executed on or after September 1, 2003 must be in writing and be approved by the SOS as to compliance of the voting system and voting system equipment with the applicable requirements.
  - 11.1.1. A copy of the relevant portions of the contract containing only the identifying information that the SOS needs to determine whether the version of the system and equipment being acquired under the contract complies with the applicable requirements must be submitted to the SOS.
- 11.2. Pursuant to Section 11.1 of this agreement, the COUNTY may not request reimbursement unless it has received a letter from the state confirming that the voting system and voting system equipment being acquired under the contract satisfies the applicable requirements for approval.

## **Part B – Pre-Award Requirements**

### **SECTION 12. GRANT AWARD PROCESS**

- 12.1. The grant award will be comprised of the following:
  - 12.1.1. This agreement signed by the county judge and the secretary of state.
  - 12.1.2. The resolution described in Section 13 of this agreement.

- 12.1.3. Satisfactory completion of the forms described in Section 14 of this agreement.

### **SECTION 13. RESOLUTION FROM THE GOVERNING BODY**

- 13.1. The COUNTY shall submit with this agreement a resolution from its governing body which includes, at a minimum, the following:

- 13.1.1. Tom Green County Commissioners Court has agreed that the expenditure of the funds in accordance with any agreement between Tom Green County and the State of Texas, Office of the Secretary of State pursuant to Title I, Section 101 and Title II, Section 251 of the Help America Vote Act (HAVA), Public Law 107-252, October 29, 2002; 42 U.S.C. 15301 shall be, or, in the case of retroactive payments, was in consultation and agreement with the county election official(s) and the county financial officer of Tom Green County.

- 13.1.2. The Tom Green County election official(s) include the following:  
(The office of the officials must be listed out – e.g., the elections administrator, the county clerk, the voter registrar, etc. The actual names of the officeholders do not need to be listed.)

- 13.1.3. Tom Green County Commissioners Court has agreed that in the event of loss, misuse, or noncompliance pursuant to any grant award agreement with the Secretary of State, Tom Green County Commissioners Court assures that the funds will be returned to the Office of the Secretary of State in full.

- 13.1.4. Tom Green County Commissioners Court has agreed that the county judge will serve as the COUNTY authorized official. The authorized official is the signing authority on behalf of the COUNTY.

- 13.2. The resolution must be signed by the COUNTY election official(s) and the COUNTY financial officer as defined in Section 5 of this agreement.

### **SECTION 14. FORMS FOR APPLYING FOR GRANT FUNDING**

- 14.1. The COUNTY must use forms prescribed by the SOS through the Texas HAVA online grant system.

- 14.1.1. The forms will require the COUNTY to provide the following information:

- a) Basic county information.
- b) Grant official confirmation.
- c) Proposed activities per purpose area.
- d) A budget for each purpose area.

- 14.2. The SOS reserves the right to require additional information as needed.

### **SECTION 15. CERTIFIED ASSURANCES**

- 15.1. By signing this agreement and as the duly authorized representative of the COUNTY, the county judge certifies that the COUNTY:

- 15.1.1. Complies with the required assurances listed in Chapter III (State Uniform Administrative Requirements for Grants and Cooperative Agreements), Subpart B, Section 14 of the Uniform Grant Management Standards.

- 15.1.2. Will not construe the availability of these funds to authorize or require conduct prohibited under any of the following laws, or to supersede, restrict, or limit the application of such laws: the Voting Rights Act of 1965 (42 U.S.C. 1973 et seq.); the Voting Accessibility for the Elderly and Handicapped Act (42 U.S.C. 1973ee et seq.); the Uniformed and Overseas Citizens Absentee Voting Act (42 U.S.C. 1973ff et seq.); the National Voter Registration

Act of 1993 (42 U.S.C. 1973gg et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.); and the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.).

- 15.1.3. Will allow the SOS, the Comptroller General of the United States, the State Auditor's Office, any successor agency, or duly authorized representative to audit or investigate the expenditure of funds under this agreement. The COUNTY further agrees to cooperate fully with the audit or investigation, including providing all records requested such as papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. The COUNTY will ensure that this clause concerning the authority to audit or investigate state funds received indirectly by subcontractors through the COUNTY, along with the requirement to cooperate, is included in any subcontract it awards.
- 15.1.4. Will obtain the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations".
- 15.1.5. Will comply with federal retention requirements of maintaining records for at least three years following the submission of the final expenditure report. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.
- 15.1.6. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program – including the Uniform Grant Management Standards published by the Texas Governor's Office of Budget and Planning and applicable OMB Circulars.

## **Part C – Post-Award Requirements**

### **SECTION 16. FINANCIAL MANAGEMENT STANDARDS**

- 16.1. The financial management system of the COUNTY must meet the following standards:
  - 16.1.1. Financial reporting. Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the grant award.
  - 16.1.2. Accounting records. The COUNTY must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.
  - 16.1.3. Internal control. Effective control and accountability must be maintained for all grant award cash, real and personal property, and other assets. The COUNTY must adequately safeguard all such property and must assure that it is used solely for authorized purposes.
  - 16.1.4. Budget control. Actual expenditures or outlays must be compared with budgeted amounts for each grant award. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the grant award agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.
  - 16.1.5. Allowable cost. Applicable OMB cost principles, agency program regulations, and the terms of grant award agreement will be followed in determining the reasonableness, allowability, and allocability of costs.



- 16.1.6. Source documentation. Accounting records must be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records, contract and grant award documents, etc.
- 16.2. The SOS or its designee may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to award.

#### **SECTION 17. PAYMENT**

- 17.1. All payments will be made on a cost reimbursement basis no more than once a month based on actual expenditures.
  - 17.1.1. The COUNTY may charge to the award only costs resulting from obligations during the funding period.
  - 17.1.2. A grantee must liquidate all obligations incurred under the award not later than 90 days after the end of the funding period.
  - 17.1.3. Payments shall be requested by the COUNTY financial officer via the Texas HAVA online grant system.
- 17.2. Earned program income for the period in which funds are being requested must be reported with the request.

#### **SECTION 18. ALLOWABLE COSTS**

- 18.1. Grant funds must be expended in accordance with Chapter II (Cost Principles for State and Local Governments and Other Affected Entities) of UGMS.
- 18.2. Grant funds may only be used for activities approved through the grant award process.
- 18.3. The following are some of the unallowable costs outlined in Chapter II of UGMS (refer to UGMS to review all unallowable costs):
  - 18.3.1. Membership dues for individuals (the membership must be for the governmental unit).
  - 18.3.2. Costs of promotional items including, but not limited to, hats, drink coolers, t-shirts, toys, pens, pencils, jackets, frisbees, emery boards, fans, dominoes, windshield shades, change purses, and other such novelties or items of nominal value.
  - 18.3.3. Costs of advertising and public relations designed solely to promote the governmental unit.
  - 18.3.4. Costs of publicizing or directing attention to any individual official or employee of the COUNTY.
  - 18.3.5. Costs associated with influencing the outcome of any election, or the passage or defeat of any legislative measure.
- 18.4. In addition to the unallowable costs outlined in Chapter II of UGMS, the following uses are not eligible for funding:
  - 18.4.1. Personnel costs.
  - 18.4.2. Indirect costs.
- 18.5. The following are guidelines that must be adhered to for travel reimbursements:
  - 18.5.1. The COUNTY will be held to the state lodging, mileage, and per diem rates or the COUNTY rates, whichever is less.
  - 18.5.2. All reimbursements are limited to the actual cost of meals.
  - 18.5.3. Claims may not include: alcoholic beverages, tips, room service, or expenses for any person other than the traveling employee.

- 18.5.4. Claims may only be made for travel outside of the employee's headquartering city.
- 18.6. The following are the applicable state rates for travel:
  - 18.6.1. Lodging: Up to \$80.00 per day.
  - 18.6.2. Meals: Overnight Travel - up to \$30.00 per day; Non-overnight Travel - \$0.
  - 18.6.3. Mileage: 35.0 cents per mile.
- 18.7. This agreement automatically adopts any legislative change to the rates at the time of the legislative effective date.
- 18.8. The following receipts must be retained for audit purposes:
  - 18.8.1. Lodging - check-out document reflecting zero balance due.
  - 18.8.2. Parking fees incurred for personal vehicle or car rental.
  - 18.8.3. Taxi fares - date, destination, and amount.
  - 18.8.4. Gasoline purchased for rental car.
  - 18.8.5. Auto rental contract and receipt.

#### **SECTION 19. PERIOD OF AVAILABILITY OF FUNDS (GRANT PERIOD)**

- 19.1. Obligations incurred as a result of acquiring voting equipment, which meets the requirements of Section 301 of HAVA and was acquired after the regularly-scheduled general election for federal office held in November of 2000, may be reimbursed as long as the expenditures are consistent with this agreement.
- 19.2. Obligations means the amounts of orders placed, contracts, goods and services received, and similar transactions during the grant period that require payment by the COUNTY.
- 19.3. Payments may be requested for obligations incurred during the following time periods:
  - 19.3.1. County Education Fund – June 1, 2004 thru August 31, 2006.
  - 19.3.2. Accessible Voting System in Each Polling Place – As described in Section 19.1 of this agreement thru August 31, 2006.
  - 19.3.3. General Title III Compliance:
    - a) Upgrading voting systems to comply with new federal standards – As described in Section 19.1 of this agreement thru August 31, 2006.
    - b) Acquiring an accessible voting system in each polling place – As described in Section 19.1 of this agreement thru August 31, 2006.
    - c) Voter education – September 1, 2004 thru August 31, 2006.
    - d) Election worker education – September 1, 2004 thru August 31, 2006.

#### **SECTION 20. PROGRAM INCOME**

- 20.1. Program income means gross income received by the COUNTY directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final reimbursement request.
- 20.2. Program income earned during the grant period must be reported when requesting reimbursements as described in Section 17.2 of this agreement.

#### **SECTION 21. AUDIT**

- 21.1. During the grant period, for each COUNTY fiscal year in which the COUNTY expends \$500,000 or more of combined federal funding, the COUNTY is responsible for obtaining an audit in

accordance with the Single Audit Act (Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations". Any such audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

- 21.2. If, after a fiscal year in which grant funds are expended, the COUNTY determines an audit is not required according to OMB Circular A-133, the COUNTY shall make such certification through the Texas HAVA online grant system. The COUNTY'S chief financial officer shall make the certification within 60 days of the end of the COUNTY'S fiscal year.

## **SECTION 22. CHANGES**

- 22.1. The following post-award changes in budgets and projects require prior written approval in the form of a grant adjustment.
- 22.1.1. Cumulative transfers among direct cost categories which exceed ten percent of the current award.
  - 22.1.2. Transfer of funds allotted for training allowances to other expense categories.
  - 22.1.3. Any needs for additional funding or extension of grant period.
  - 22.1.4. Any revision of the scope or objectives of the project.
- 22.2. All grant adjustment requests must be submitted prior to the end of the grant period.
- 22.3. The SOS reserves the right to make changes to the grant award at any time. The County will be notified in writing or through the Texas HAVA online grant system of all changes prior to the change taking effect.

## **SECTION 23. PROPERTY MANAGEMENT**

- 23.1. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, at a minimum, meet the following requirements:
- 23.1.1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of the SOS participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
  - 23.1.2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
  - 23.1.3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated. Certain types of equipment are classified as "controlled assets". The Comptroller's State Property Accounting User Manual, available on the Internet, contains the most current listing.
  - 23.1.4. Adequate maintenance procedures must be developed to keep the property in good condition.
  - 23.1.5. If the COUNTY is authorized to sell the property, proper sales procedures must be established to ensure the highest possible return.

## **SECTION 24. COPYRIGHTS**

- 24.1. The SOS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or state government purposes:
- 24.1.1. The copyright in any work developed pursuant to this grant award; and

- 24.1.2. Any rights of copyright to which the COUNTY purchases ownership with this grant award.

#### **SECTION 25. PROCUREMENT**

- 25.1. The COUNTY shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable laws and the standards identified in Chapter III (State Uniform Administrative Requirements for Grants and Cooperative Agreements), Subpart C, Section 36 of the Uniform Grant Management Standards.

#### **SECTION 26. REPORTS**

- 26.1. Grantees must submit required financial expenditure reports and performance reports.
- 26.1.1. Payment request must be based on actual expenditures (see Section 17 of this agreement); therefore, reimbursement requests will serve as financial reports.
- 26.1.2. Additional reports shall be submitted via the Texas HAVA online grant system.
- 26.1.3. Instructions and due dates will be prescribed via the website.
- 26.1.4. SOS may place a financial hold on a grantee's funds for delinquent reports.

#### **SECTION 27. RECORDS RETENTION**

- 27.1. The COUNTY must maintain records for at least three years following the submission of the final expenditure report.
- 27.2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

#### **SECTION 28. MONITORING**

- 28.1. Monitoring reviews include programmatic monitoring, financial monitoring, and financial auditing.
- 28.2. The SOS reserves the right to conduct its own audit or contract with another entity to audit the COUNTY.
- 28.3. The SOS or its designee may conduct monitoring reviews throughout the existence of a grant or conduct an audit after the grant period has ended. The COUNTY must make all grant-related records available to the SOS or its representatives unless the information is sealed by law.
- 28.4. Monitoring reviews may be on-site or desk reviews and may include any information that the SOS deems relevant to the project.
- 28.5. The SOS, or its designee, may make unannounced visits at any time.

#### **SECTION 29. REMEDIES FOR NONCOMPLIANCE**

- 29.1. If a COUNTY fails to comply with any term or condition of this agreement or any applicable statutes, rules, regulations, or guidelines, SOS may take one or more of the following actions:
- 29.1.1. Require the return of funds if disbursements have already been made.
- 29.1.2. Temporarily withhold all payment to the COUNTY pending correction of the deficiency by the COUNTY.
- 29.1.3. Temporarily withhold all payments for other HAVA grant funds awarded to the COUNTY pending correction of the deficiency by the COUNTY.
- 29.1.4. Disallow all or part of the cost of the activity or action that is not in compliance.
- 29.1.5. Impose administrative sanctions, other than fines, on the COUNTY.

- 29.1.6. Withhold further HAVA grants funds from the COUNTY.
- 29.1.7. Terminate the agreement in whole or in part.
- 29.1.8. Exercise other remedies that may be legally available.

## Part D – After-the-Grant Requirements


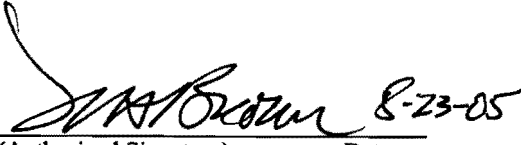
### SECTION 30. CLOSEOUT

- 30.1. The SOS will close out the award when it determines that all applicable administrative actions and all required work of the grant have been completed. The SOS will provide any necessary additional information on closeouts.
- 30.2. The closeout of a grant does not affect:
  - 30.2.1. The SOS's right to disallow costs and recover funds on the basis of a later audit or other review;
  - 30.2.2. The COUNTY'S obligation to return any funds due as a result of later refunds, corrections, or other transactions;
  - 30.2.3. Records retention as required in Section 27 of this agreement;
  - 30.2.4. Property management requirements outlined in Section 23 of this agreement; and
  - 30.2.5. Audit requirements prescribed in Section 21 of this agreement.

### SECTION 31. COLLECTION OF AMOUNTS DUE

- 31.1. Any funds paid to the COUNTY in excess of the amount to which the COUNTY is finally determined to be entitled under the terms of the award constitute a debt to the SOS. If not paid within 30 days after demand, the federal or state agency may reduce the debt by:
  - 31.1.1. Making an administrative offset against other requests for reimbursements;
  - 31.1.2. Withholding payments otherwise due to the COUNTY; or
  - 31.1.3. Other action permitted by law.
- 31.2. Except where otherwise provided by statutes or regulations, the federal government may charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (4 CFR Ch. II). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

IN WITNESS WHEREOF, the SOS and the COUNTY have executed this agreement.

 _____ (Authorized Signature)	9/14/2004 _____ Date	 _____ (Authorized Signature)	8-23-05 _____ Date
Geoffrey S. Connor (Printed Name) Office of the Secretary of State		Michael D. Brown (Printed Name) Tom Green County	

State of Texas  
Tom Green County

### HAVA RESOLUTION

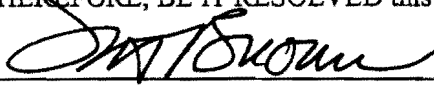
13.1.1. Whereas, Tom Green County Commissioner's Court has agreed that the expenditure of the funds in accordance with any agreement between Tom Green County and the State of Texas, Office of the Secretary of State pursuant to Title I, Section 101 and Title II, Section 251 of the Help America Vote Act (HAVA), Public Law 107-252, October 29, 2002; 42 U.S.C. 15301 shall be, or, in the case of retroactive payments, was in consultation and agreement with the county election official(s) and the county financial officer of Tom Green County, Texas;

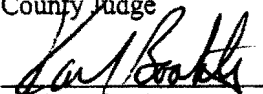
13.1.2. Whereas, the Tom Green County election official includes the following:  
Elections Administrator who serves as Voter Registrar;

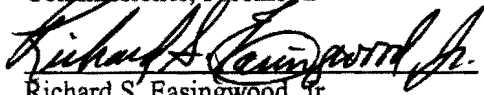
13.1.3. Whereas, Tom Green County Commissioners Court has agreed that in the event of loss, misuse, or noncompliance pursuant to any grant award agreement with the Secretary of State, Tom Green County Commissioners Court assures that the funds will be returned to the Office of the Secretary of State in full;

13.1.4. Whereas, Tom Green County Commissioners Court has agreed that the county judge will serve as the Tom Green County authorized official. The authorized official is the signing authority on behalf of Tom Green County.

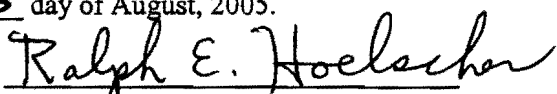
THEREFORE, BE IT RESOLVED this 23 day of August, 2005.

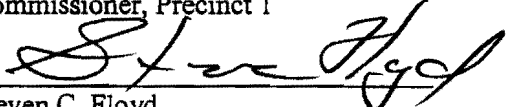
  
Michael D. Brown  
County Judge

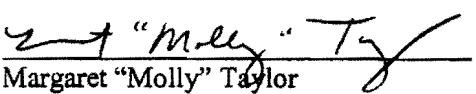
  
Karl W. Bookter  
Commissioner, Precinct 2

  
Richard S. Easingwood, Jr.  
Commissioner, Precinct 4

  
Stanley Liles, County Auditor

  
Ralph E. Hoelscher,  
Commissioner, Precinct 1

  
Steven C. Floyd  
Commissioner, Precinct 3

  
Margaret "Molly" Taylor  
Elections Administrator

# The State of Texas

Elections Division  
P.O. Box 12060  
Austin, Texas 78711-2060  
www.sos.state.tx.us



Roger Williams  
Secretary of State

Phone: 512-463-5650  
Fax: 512-475-2811  
TTY: 7-1-1  
(800) 252-VOTE (8683)

## **HELP AMERICA VOTE ACT GRANT AWARD AGREEMENT** **AMENDMENT 1**

### **Part A – General**

#### **SECTION 1.1 is amended to read:**

- 1.1. This agreement is made by Tom Green COUNTY ("COUNTY") to the STATE OF TEXAS, OFFICE OF THE SECRETARY OF STATE ("SOS") and is authorized pursuant to Title 1, Section 101 (CFDA No. 39.011) and Title II, Section 251 (CFDA No. not available) of the Help America Vote Act (HAVA), Public Law 107-252, October 29, 2002; 42 U.S.C. 15301. This agreement encompasses the original grant award agreement issued on September 14, 2004 ("ORIGINAL AWARD AGREEMENT") and this grant award agreement amendment issued on April 29, 2005 ("AMENDMENT 1").

#### **SECTION 2.1 is amended to read:**

- 2.1. The funding identified in this agreement is federal funding from (federal) fiscal year 2003 and 2004 appropriated funds with applicable state match coming from 2004/2005 and 2005/2006 (state) fiscal year appropriated funds:

#### **SECTION 6.2.3 is added to SECTION 6.2:**

- 6.2.3. If the available funding indicated in Section 7.1.2 of this agreement exceeds the amount required to acquire a HAVA-compliant accessible voting system in each polling location, funds may be used for reimbursement of costs incurred as a result of purchasing other equipment or software consistent with Section 9 of this agreement.

#### **PARAGRAPH b) is added to SECTION 6.3.1:**

- b) Funds may be used for reimbursement of costs for maintenance and storage of voting equipment purchased pursuant to this agreement.

#### **PARAGRAPH a) of SECTION 6.3.2 is amended to read:**

- a) Refer to Sections 6.2.1 and 6.2.2 of this agreement.

#### **SECTION 7.1.3 is amended to read:**

- 7.1.3. General Title III Compliance – \$667,009.78 (Includes \$102,126.81 from federal fiscal year 2003 appropriated funds and \$564,882.97 from federal fiscal year 2004 appropriated funds.)

**SECTION 11.3 is added to SECTION 11:**

- 11.3 If the COUNTY utilizes a term contract through the Texas Building and Procurement Commission, the requirements described in Section 11.1 may be satisfied by submitting a copy of the purchase order via fax or mail to the Secretary of State's Office:

Voting System Contract Verification  
Elections Division  
Texas Secretary of State  
P.O. Box 12060  
Austin, Texas 78711-2060  
512-475-2811 (fax)

**Part B – Pre-Award Requirements**

**SECTIONS 12.1.1 and 12.1.4 are amended to read:**

- 12.1.1. ORIGINAL AWARD AGREEMENT signed by the county judge and the secretary of state.  
12.1.4. AMENDMENT 1 signed by the county judge and the secretary of state.

**SECTION 18.4.3 is added to SECTION 18.4:**

- 18.4.3. Effective January 1, 2007, equipment that does not meet the voting system standards for disability access (e.g., non-accessible DREs will not be eligible for reimbursement).



**SECTION 18.8.6 is added to SECTION 18.8:**

- 18.8.6. Air fare receipt.

**PARAGRAPHS a), c) and d) of SECTION 19.3.3 are amended to read:**

- a) Upgrading voting systems to comply with new federal standards – As described in Section 19.1 of this agreement thru August 31, 2006. Reimbursement of costs consistent with Section 6.3.1.b) of this agreement may be requested for obligations incurred through December 31, 2008.  
c) Voter education – September 1, 2004 thru December 31, 2008.  
d) Election worker education – September 1, 2004 thru December 31, 2008.

IN WITNESS WHEREOF, the SOS and the COUNTY have executed this agreement.

	4/29/2005		8-23-05
(Authorized Signature)	Date	(Authorized Signature)	Date
Roger Williams		Michael D. Brown	
(Printed Name)		(Printed Name)	
Office of the Secretary of State		Tom Green County	



The State of Texas  
Tom Green County

RESOLUTION TO BEGIN NEGOTIATIONS WITH HART INTERCIVIC  
FOR THE PURCHASE OF EQUIPMENT TO COMPLY WITH HAVA

Whereas, Tom Green County is required to purchase new electronic equipment to comply with HAVA laws and must comply with these laws by January, 2006, and

Whereas, Tom Green County has hosted vendor presentations by certified vendors and solicited opinions from the party chairs and the city and school districts, and

Whereas, HART Intercivic has been chosen as the system which Tom Green County believes will best suit our needs, using both ESlate's and Precinct Scanners, and

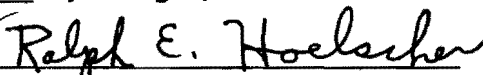
Whereas, the decertification of Tom Green County's present election equipment will necessitate Tom Green County to purchase all new equipment, and

Whereas, Tom Green County plans to utilize a term contract (state contract) through the Texas Building and Procurement Commission, which allows a county to purchase equipment without going through the bidding process, and


Whereas, Tom Green County did receive \$854,010.00 in HAVA Grant Funding;

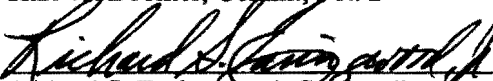
Now, Therefore, Be It Resolved, that the Tom Green County Commissioner's Court will enter into negotiations with Hart Intercivic for the purchase of equipment to comply with HAVA, and signed this the 23 day of August, 2005.

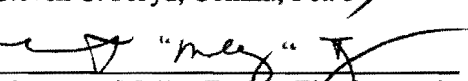
  
Michael D. Brown, County Judge

  
Ralph E. Hoelscher, Comm., Pct. 1

  
Karl W. Bookter, Comm., Pct. 2

  
Steven C. Floyd, Comm., Pct. 3

  
Richard S. Easingwood, Comm., Pct. 4

  
Margaret "Molly" Taylor, Elections Admin.

  
Stanley Liles, County Auditor

**Dennis McKerley**  
**P O Box 223**  
**San Angelo, Texas 76902**  
**(325) 234-7465**  
**anelec@wcc.net**

August 19, 2005

Tom Green County Commissioners Court  
112 West Beauregard  
San Angelo, Texas 76903

To: Judge Mike Brown  
Ralph Hoelscher  
Karl Bookter  
Steve Floyd  
Richard Easingwood, Jr.

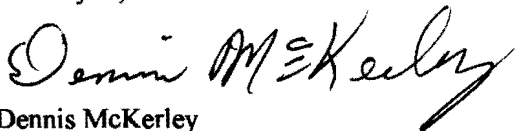
I understand that it is the intent of the Commissioner's Court to consider resolutions regarding negotiations with Hart Intercivic at the next scheduled meeting on August 23, 2005. As Republican County Chairman, I would support this action.

In the past, Hart has handled preparing ballots for our elections as well as processing orders for the Texas Election Law books. They always processed these items in a timely, accurate manner. If a problem developed, they quickly responded.

I was impressed with their equipment that we were shown at the vendor presentation held last year. Additionally, Hart has systems already being used in other locations in Texas and has responded to the market required by HAVA. In visiting with fellow county chairman across the state, they agree that Hart is the best choice. Our Election Administrator, Molly Taylor, and her staff, have a good working relationship with Hart and that will be critical in the upcoming process.

I appreciate the Court's proposed action. Please contact me should you have any questions.

Thank you,



Dennis McKerley  
Tom Green County Republican Party Chairman

cc: Molly Taylor

**Professional Services Agreement  
Between  
Tom Green County, Texas  
And  
iDocket.com, LLC**

**Project Description**

The County Clerk and District Clerk of Tom Green County, as the official custodians of the records, maintain a computerized system that contains the clerks file, fee docket, and images of related case documents. For several years, attorneys, bail bondsmen, and other agencies have expressed a strong desire to obtain access, by electronic means, to the public information contained in the Clerks office. The project subject to this Agreement is to receive, on a periodic basis, public court case information and related document images in a standardized format subject to iDocket.com specifications from the Clerks computerized system, combine that information with similar information obtained from other courts throughout the state and nation and make the combined, searchable court case information database available, via the Internet, to attorneys, bail bondsmen, agencies and the general public. Subscribers may view document images on the web site by agreeing to the applicable fees. iDocket.com will charge, collect, and track copy fees assessed by the Clerks, and pay the Clerks monthly along with an audit report listing all cases viewed by subscribers.

**Parties**

This Agreement is between iDocket.com, LLC, hereinafter referred to as "iDocket," a Texas Limited Liability Company, whose offices are located at 1616 S. Kentucky, Building D, Suite 100, Amarillo, TX 79102 and Tom Green County, Texas, hereinafter referred to as "County" whose office is located at 112 W. Beauregard, San Angelo, Texas 76903.

**Term**

This Agreement shall commence upon signature of the parties and shall remain in full force and effect for a period of one year unless terminated as provided for in the section for Termination of Agreement. After the initial one year period, this Agreement shall be automatically renewed on a yearly basis until terminated as provided for in section for Termination of Agreement.

**Services provided by iDocket**

**Software Development:** As designated by the Clerks, iDocket agrees to develop software programs necessary to extract, filter, compress, and transfer court case docket information and document images that are currently available for public inspection in the Clerks office, for placement on the Internet.

**Web Site:** iDocket will develop and host the web site for the Clerks court information system on

the Internet. iDocket will maintain and support the web site to fully accommodate the Clerks Court system. iDocket will comply with all procedures, laws and federal regulations promulgated by Internic, and/or any other regulatory agency exercising authority over the Internet.

**Security:** iDocket agrees that all information or data provided by the County for placement on the Internet is not subjected to resell or distribution to any other party. iDocket further agrees that the information provided by the County shall not be used for any purpose not stated within this Agreement.

iDocket agrees to provide the County with a means for the downloading and display of court documents through the iDocket.com web site. The documents shall be made available in a common format so that attorneys and other interested parties may easily purchase access to the documents at the Clerks prescribed fee, download the document and print the document if desired.

iDocket shall provide the software necessary to extract the images from the Clerks computer system, transport that image to the iDocket server, index the image to the appropriate case, charge the subscriber for access to the image and display the image via the Internet to said subscriber.

#### **Services Provided by the Clerk**

**Access to data:** The Clerks agree to provide data to iDocket to populate the court information web site by implementing and directing the necessary procedures to extract data from the computer used in the County for transfer to iDocket. The Clerks acknowledge and agree to (1) host a software program that will extract and transmit to iDocket, public information and images from the Clerks computerized files, and (2) ensure non-public information or data is not displayed on the Internet.

**Data presentation:** The Clerks agree to conform to the implementation on the web site, the navigation and presentation of information to users of the web site.

Clerks agree to provide to iDocket any and all images for Internet download and display, and any file layouts, formats or descriptions that may be necessary for the extraction, transport or display of such images. Clerks further agree to host the iDocket program for such extraction and transport from the Clerks computer system. The Clerks agree to identify any documents or data not eligible for public display and shall make a good-faith effort to exclude such documents or data from the extraction and transport process.

Clerks agree to provide iDocket with a fee schedule for document access through the web site. Clerks further agree that such schedule can be updated by written notification throughout the term of this Agreement and shall receive only those fees identified on the fee schedule on record with iDocket at the time of subscriber purchase and download.

Clerks agree to test the document download on the web site and alert iDocket to any potential problems of downloading documents or of charging fees. Clerks agree to provide personnel for the

inspection and integrity of the iDocket document download process and agree to make a good faith effort to verify the system in a timely manner.

Clerks agree to allow iDocket to charge subscribers a convenience fee per downloading documents on the web site. Clerks also agree to allow iDocket the ability to market their service using information, such as attorney or bondsmen data that may be included in the information transported to iDocket.

#### **Revenue Sharing and Copy Fees for Document Images**

**Subscription revenue sharing:** iDocket.com agrees to remit to the County, on a quarterly basis, twenty percent of the iDocket.com subscription revenue received from subscribers selecting the County as their primary county of interest.

Copy fees collected for viewing of document images are paid on a monthly basis. iDocket shall remit to the County an accounting of their documents accessed and the full sum of all fees associated with the downloading of such documents. Clerks will receive a copy reporting their documents accessed and associated fees.

iDocket and any of its agents, representatives and subcontractors shall maintain a record of access information and all fees collected for a period of four years from the date of such transaction. iDocket shall allow an inspection of those records by the County or their duly authorized representative anytime during normal business hours.

#### **Quality of Services**

iDocket will provide adequate Internet access to the information given by the County. iDocket shall strive to provide Internet access to the court records database continuously; however, there may be periods that the database is inaccessible for maintenance or upgrade or connectivity.

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

The County will provide timely and accurate trial court case information to iDocket.com.

#### **Expenses**

**Expenses:** iDocket agrees to implement, support, and maintain the court information web site as stipulated in the agreement at no charge or expense to the Clerks or to the County. iDocket is developing the court information system with the understanding and agreement that the cost and expense recovery is the sole responsibility and obligation of iDocket.

**File transfer:** Extracted court information will be transmitted to iDocket using File Transfer Protocol (FTP) through the County's Internet access connection.

#### **Use of Work Product**

Except as specifically set forth in writing and signed by both iDocket and the County, iDocket shall retain all copyright and patent rights with respect to programs developed under this Agreement.

iDocket.com reserves the right to use public information to identify and solicit potential subscribers, particularly attorneys and bondsmen.

#### **Confidential Information**

iDocket shall hold in trust for Clerks, and shall not disclose to any nonparty to the Agreement, any confidential information or data of the Clerks. Confidential information is information that relates to Clerks research, development, trade secrets or business affairs or information which is confidential or privileged under the laws of the State of Texas or of the United States, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer design and programming.

iDocket hereby acknowledges that during the performance of this Agreement, iDocket may learn or receive confidential Clerks information and iDocket hereby confirms that all such information relating to the Clerks business or operation will be kept confidential by iDocket, except to the extent that such information is required to be divulged to the iDocket clerical, support staff or associates in order to enable iDocket to perform contractual obligations. Acceptance of this Agreement shall in no way limit or restrict the scope of services iDocket is able to perform outside this Agreement.

iDocket.com displays through its website only information that is of public record or public information. Social Security numbers, driver's license numbers and other potentially sensitive information shall not be displayed, nor is it received to be displayed. The iDocket.com file descriptions and layouts only include specifications for information that is of public record or public information. Some document images may contain public record information not limited to iDocket.com specifications. iDocket.com will track access to document images and give the Clerks a monthly report listing such access by subscribers.

iDocket.com reserves the right to use attorney and bondsman information for the express purpose of soliciting iDocket.com subscriptions.

#### **Termination of Agreement**

Either party shall have the right in each party's sole discretion and at its sole option to terminate this Agreement by giving the other party sixty (60) days written notice of its intention to terminate. Exercise by either part of its right to terminate the Agreement does not relieve any party of its

obligations under this Agreement prior to termination.

#### **Limited Warranty**

iDocket warrants to the Clerks that the material, analysis, data, programs, and services to be delivered or rendered under this Agreement will be of the kind and quality designated and will be performed by qualified and competent personnel. iDocket makes no other warranties whether written, oral or implied, including without limitation warranty or fitness for purpose of merchantability.

#### **Indemnification**

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

#### **Applicable Law**

iDocket shall comply with all applicable rules, regulations and laws either state or federal in performing the services stipulated in the Agreement.

#### **Governing Law and Forum**

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

#### **Amendments**

This Agreement may be amended only in writing, with such written instrument being approved and executed by iDocket.com, LLC and the County.

### **Complete Agreement**

This Agreement embodies the entire understanding of the parties in relation to the design, development, implementation, support, and maintenance of a court information web site.

### **Assignment**

Neither party may assign this Agreement without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

### **Notices**

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

Notices to iDocket shall be sent to:

Armando Balderrama, CEO  
iDocket.com, LLC  
P.O. Box 31023  
Amarillo, Texas 79120  
Telephone: 800-436-2538  
Facsimile: 806/351-2329

Notices to the County and Clerks shall be sent to:

Honorable Michael D. Brown  
County Judge  
Tom Green County  
122 W. Harris  
San Angelo, Texas 76903  
Telephone: 325/653-3318  
Facsimile: 325/659-3258

and

Elizabeth McGill  
County Clerk  
124 W. Beauregard  
San Angelo, Texas 76903  
Telephone: 325/659-6553  
Facsimile: 325/659-3251




and

Sheri Woodfin  
District Clerk  
112 W. Beauregard  
San Angelo, Texas 76903  
Telephone: 325/659-6579  
Facsimile: 325/659-3241

In witness whereof, the parties have signed this Agreement.

**TOM GREEN COUNTY, TEXAS**

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

  
Michael D. Brown, County Judge, acting in  
his official capacity and not in his individual  
capacity

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

Aug 23, 2005


**iDocket.com, LLC**

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

Armando Balderrama, CEO

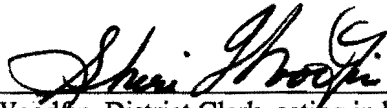
Date: \_\_\_\_\_

**Approved:**

  
Elizabeth McGill, County Clerk, acting in her  
official capacity and not in her individual  
capacity

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

8-23-2005



Sheri Woodfin, District Clerk, acting in her  
official capacity and not in her individual capacity

Date: 8/23/05

HAY, WITTENBURG, DAVIS, CALDWELL & BALE, L.L.P.

A REGISTERED LIMITED LIABILITY PARTNERSHIP  
ATTORNEYS AT LAW  
ONE EAST TWOHIG - THIRD FLOOR - ZIP 76903  
P. O. BOX 271 - ZIP 76902-0271  
SAN ANGELO, TEXAS

JOHN A. HAY, JR.  
CHARLES J. WITTENBURG  
WM. KEITH DAVIS  
CYNTHIA O'BRYANT CALDWELL  
LARRY W. BALE

TELEPHONE (325) 658-2728  
FAX (325) 655-2278

PLEASE REFER TO  
OUR FILE NO.:

August 22, 2005

5642

HAND-DELIVERED

Ms. Sheri Woodfin  
District Clerk  
112 W. Beauregard Ave.  
San Angelo, TX 76903

Re: Support and End-User Licensing Agreement for Tom Green County, Texas and I-Jury System

Dear Ms. Woodfin:

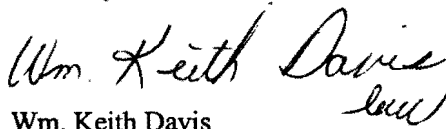
Enclosed you shall find four (4) originals of the Support and End-User Licensing Agreement for Tom Green County, Texas and I-Jury System. I visited with Paul D. Sinar and he has approved as to the form of this Agreement.

It is my understanding that the Commissioners Court's consideration of this Support and End-User Licensing Agreement is scheduled for Tuesday, August 23, 2005 at 8:30 a.m. I am requesting that if the Commissioners Court approves of this Support and End-User Licensing Agreement that all four (4) originals be executed by County Judge Michael D. Brown and approved by you. Upon the signatures of this Agreement by the Commissioners Court and you as the District Clerk, I request that all four (4) originals be submitted to Paul D. Sinar for his signature. Please request that Paul D. Sinar return three (3) originals to either you or me. One (1) original needs to be submitted to the Commissioners Court for filing within the Commissioners Court's minutes. You will have an original for your records, and the final original should be returned to me in order that I may place it within my file.

A copy of this letter is being forwarded to the Commissioners Court advising them of my approval of the form of this Agreement and also so that they will have it prior to the Commissioners Court meeting scheduled for Tuesday, August 23, 2005.

If you or any members of the Commissioners Court should have any questions, please feel free to contact me.

Sincerely,

  
Wm. Keith Davis

WKD:law  
Enclosures

VOL. 82 PG. 243

August 22, 2005

Page 2

cc: Honorable Michael D. Brown  
Tom Green County Justice Center  
122 West Harris  
San Angelo, TX 76903  
(w/encl)

Mr. Ralph Hoelscher  
County Commissioner Precinct #1  
113 W. Beauregard Ave.  
San Angelo, TX 76903-5851  
(w/encl)

Mr. Karl Bookter  
County Commissioner Precinct #2  
113 W. Beauregard Ave.  
San Angelo, TX 76903-5851  
(w/encl)

Mr. Steve Floyd  
County Commissioner Precinct #3  
113 W. Beauregard Ave.  
San Angelo, TX 76903-5851  
(w/encl)

Mr. Richard Easingwood  
County Commissioner Precinct #4  
113 W. Beauregard Ave.  
San Angelo, TX 76903-5851  
(w/encl)

HAY, WITTENBURG, DAVIS, CALDWELL & BALE, L.L.P.

A REGISTERED LIMITED LIABILITY PARTNERSHIP  
ATTORNEYS AT LAW  
ONE EAST TWOHIG - THIRD FLOOR - ZIP 76903  
P. O. BOX 271 - ZIP 76902-0271  
SAN ANGELO, TEXAS

JOHN A. HAY, JR.  
CHARLES J. WITTENBURG  
WM. KEITH DAVIS  
CYNTHIA O'BRYAN CALDWELL  
LARRY W. BALE

TELEPHONE (325) 658-2728  
FAX (325) 655-2278

PLEASE REFER TO  
OUR FILE NO.:

August 22, 2005

5642

Mr. Paul D. Sinar  
Sinar Media Consultants  
1223 James Lane  
San Angelo, Texas 76905

Re: Support and End-User Licensing Agreement for Tom Green County, Texas and I-Jury System

Dear Mr. Sinar:

Enclosed you shall find a copy of the Support and End-User Licensing Agreement for Tom Green County, Texas and I-Jury System which will be submitted to the Tom Green County Commissioners Court for their consideration and approval on Tuesday, August 23, 2005. Upon its approval, the Commissioners Court will submit to you four (4) originals to be executed by you. You will retain one (1) original for your records and the other three (3) originals will be returned to Tom Green County. Please feel free to either return the three (3) originals to Sheri Woodfin or myself, and these originals will be forwarded to the appropriate individuals.

If you should have any questions, please do not hesitate to contact me.

Sincerely,

  
Wm. Keith Davis

WKD:law  
Enclosure

cc: Honorable Michael D. Brown  
Tom Green County Justice Center  
122 West Harris  
San Angelo, TX 76903  
(w/o encl)

August 22, 2005  
Page 2

cc: Ms. Sheri Woodfin  
District Clerk  
112 W. Beauregard Ave.  
San Angelo, TX 76903  
(w/o encl)

**Support and  
End-User Licensing Agreement  
for  
Tom Green County, Texas and  
I-Jury System**

The following Agreement has been established between **Sinar Media Consultants (SMC)** and **Tom Green County, Texas (TGC)** for the maintenance of the I-Jury system developed and installed by SMC in June of 2005.

Any changes, additions, or maintenance of the I-Jury System are to be carried out exclusively for the duration of this Agreement by SMC. Requests for changes and additions can be made by TGC for the purpose of streamlining data collection and the jury selection process. All support requests shall be made and authorized by the District Clerk of TGC.

**Support Call**

A support call is defined as any request for a change, addition or maintenance initiated by TGC. Those requests may be resolved at or away from the client's location.

**Logging**

Time spent by SMC on fulfilling the support call is to be logged to the nearest half-hour. Time logs will be provided with each monthly invoice.

**Monthly Invoicing**

Invoices for work carried out by SMC under the terms of this Agreement will be invoiced on the last working day of each calendar month. If no work is carried out then a statement will be issued in place of the month's invoice.

**Payment Terms**

Payment due within thirty (30) days of invoice date. Services will be temporarily withdrawn for unpaid invoices exceeding thirty (30) days.

**Rates**

An initial charge of \$25 will occur for up to the first hour's work on any specific support call. A rate of \$18 per hour will be charged for each hour thereafter.

## **System Definition**

The I-Jury system is defined as follows:

The system is split into three components;

- i) The web site form used to enable the potential Juror to enter information required for Jury selection,
- ii) Administration - the process used to collate that information and transfer the data to a local, off-line database, and
- iii) Reporting - presenting the information in a way the court can use to carry out a jury selection.

Any requests for the development of software that falls outside of the above definition will not be considered as a "support call" for the I-Jury system but as a request for a quotation for the development of a new software product.

## **Rights of Use**

The I-Jury system code is owned by SMC. The I-Jury product name, branding and system will be commercially available, in it's most current form, for purchase by other local government offices in County's other than Tom Green, Texas. TGC are entitled to use the product for an indefinite time period from the date of installation.

## **System Updates**

Enhancements to the operation and design of the existing I-Jury system resulting from the development of the system for other clients will be offered to TGC for no additional fee or costs. A unique reference number will identify each version of the I-Jury system.

## **Data Handling**

TGC agrees that SMC are not to be held responsible for claims arising from the loss, misappropriation or misuse of data collected and stored using the I-Jury system. This includes the following causes:

- i) Any authorized use of the system, by the client, that does not follow the operational procedures set out by SMC for the correct use of the system.
- ii) Any unauthorized use of the system by any third party.
- iii) Server malfunction or maintenance.
- iv) Local workstation or network malfunction or maintenance.

## **Third Party Web Server**

TGC agrees that they are responsible for the choice of a third-party vendor for web server space, and TGC shall be responsible for any fees incurred under the contract they have with said vendor. SMC



cannot add any additional guarantee of the 24/7 availability of, or access to, the web space. SMC cannot guarantee the availability of a unique IP address identifying the location of the web site unless TGC authorizes the purchase of a domain name. TGC agrees that SMC are not to be held responsible for any time-out issues caused by web server malfunction or maintenance.

#### **Claims**

TGC agrees that SMC shall not be responsible for claims resulting from decisions made by the Court using inaccurate information supplied by potential jurors using the system or the interpretation of information supplied by potential jurors using the system.

#### **Termination at Will**

Either party may terminate this agreement for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. TGC's only obligation for terminating this agreement pursuant to this section shall be the payment to SMC of payments earned hereunder prior to the date of termination. SMC's only obligation for terminating this agreement pursuant to this section shall be to provide services until the date of termination. Neither SMC or TGC shall thereafter be entitled to any other compensation.

#### **Notices**

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

Notices to Sinar Media Consultants shall be sent to:

Paul D. Sinar  
Sinar Media Consultants  
1223 James Lane  
San Angelo, Texas 76905  
325/658-9762

Notices to the County and Clerk shall be sent to:

Honorable Michael D. Brown  
County Judge  
Tom Green County  
122 W. Harris  
San Angelo, Texas 76903  
Telephone: 325/653-3318  
Facsimile: 325/659-3258

and


Sheri Woodfin  
District Clerk  
112 W. Beauregard  
San Angelo, Texas 76903  
Telephone: 325/659-6579  
Facsimile: 325/659-3241

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement including the exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written.

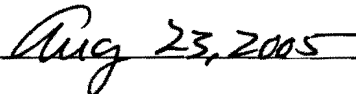
Executed in Tom Green County, Texas by

**TOM GREEN COUNTY, TEXAS**

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

  
Michael D. Brown, County Judge, acting in  
his official capacity and not in his individual  
capacity

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




**Sinar Media Consultants**

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

Paul D. Sinar, Owner

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

Approved:

  
\_\_\_\_\_  
Sheri Woodfin, District Clerk, acting in her  
official capacity and not in her individual capacity

Date: 8/23/05



**State of Texas  
CONTRACT FOR SERVICES**

**CONTRACT NO. 06-C0035**

**1 INTRODUCTION**

The Office of the Attorney General (hereinafter referred to as OAG) and Tom Green County, Texas (hereinafter referred to as County) hereby enter into a contract to access certain databases for the purpose of locating non-custodial parents, a Title IV-D function. This Contract is authorized by § 231.002(c) of the Texas Family Code.

**2 SPECIFICATIONS**

**2.1 CONTRACT TERM**

This Contract is effective on September 1, 2005 and shall terminate on August 31, 2007, unless terminated earlier pursuant to the Termination of Contract section below.

**2.2 COUNTY OBLIGATIONS**

- 2.2.1 The County shall provide OAG Child Support Unit 108 located in San Angelo, Texas inquiry access for one user to its Imaged Documents system and to information available on its Child Support and Case Subsystem menu options. The County shall assign one User ID and password to Unit 108.
- 2.2.2 The County shall provide maintenance and support of the Informix/Ardent database access software (uniVerse) residing on the County system.
- 2.2.3 The County shall provide training for up to three (3) OAG personnel on how to access and use the Imaged Documents system and the information available on its Child Support and Case Subsystem menu options.

## 2.3 OAG OBLIGATIONS

- 2.3.1 The OAG staff granted access to the County provided databases through the user ID/password assigned by the County shall ensure that the user ID/password is kept secure and not provided to any other person in accordance with the OAG policy regarding system access and safeguarding of passwords.
- 2.3.2 The OAG in order to access the County provided databases shall obtain an OAG dedicated phone line and pay for its installation and recurring charges.
- 2.3.3 The OAG shall provide the County with a CISCO 802 router for use in establishing connectivity to the County Imaged Document System. The OAG shall be responsible for the installation and maintenance of the router.
- 2.3.4 The OAG shall purchase appropriate Windows NT Terminal Server Client Access software to be installed on the OAG equipment located at Child Support Unit 108. The OAG is responsible for all costs associated with the purchase and installation of such software.
- 2.3.5 The OAG has previously paid the County a one-time fee for the right of one user to use the Informix/Ardent database access software (uniVerse), the Windows NT Server Client Access software and the Able Term in Ableview mode software installed on the County's automated system. Should the OAG request, and the County allow, the OAG concurrent inquiry access to the County's Imaged Documents system and to information available on the County's Child Support and Case Subsystem menu options, the OAG shall pay the County an additional one-time fee for each additional concurrent user. During the term of this Contract the one-time fee amounts due the County for each additional concurrent user shall be as follows:
- for Informix/ardent Database Access Software the amount shall be Four Hundred Forty Five Dollars and no/100 (\$445.00).
  - for Windows NT Server Client Access Software the amount shall be Twenty Three Dollars and no/100 (\$23.00).

This Subsection 2.3.5 shall survive the termination of this Contract; said termination occurring for any reason.

- 2.3.6 The OAG shall pay the County an annual fee of Seventy Five and no/100 Dollars for the County provided maintenance and support of the Informix/Ardent database access software (uniVerse) residing on the County system. The payment shall be as set forth in the Payment Section below.

### **3 GENERAL REQUIREMENTS**

#### **3.1 WRITTEN NOTICE DELIVERY**

- 3.1.1 Any notice required or permitted to be given under this Contract by one party to the other party shall be in writing and shall be addressed to the receiving party at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

##### **3.1.2 County**

The address of the County for all purposes under this Contract and for all notices hereunder shall be:

The Honorable Sheri Woodfin (or her successor in office)  
District Clerk, Tom Green County  
112 West Beauregard  
San Angelo, Texas 76903

##### **3.1.3 OAG**

The address of the OAG for all purposes under this Contract and for all notices hereunder shall be:

Alicia G. Key (or her successor in office)  
Director, Child Support Division  
Office of the Attorney General  
P.O. Box 12017 ( Mail Code 033)  
Austin, Texas 78711-2017

with copies to (registered or certified mail with return receipt is not required for copies):

Joe Fiore (or his successor in office)  
Managing Attorney, Contract Operations  
Child Support Division  
Office of the Attorney General  
P. O. Box 12017  
Austin, Texas 78711-2017

3.2 LIAISON

The County and the OAG each agree to maintain specifically identified liaison personnel for their mutual benefit during the term of the Contract. The liaison(s) named by the County shall serve as the initial point(s) of contact for any inquiries made pursuant to this Contract by the OAG and respond to any such inquiries by the OAG. The liaison(s) named by the OAG shall serve as the initial point(s) of contact for any inquiries made pursuant to this Contract by the County and respond to any such inquiries by the County. Subsequent changes in liaison personnel shall be communicated by the respective parties in writing.

3.2.1 The OAG liaison for this Contract is:

David Carter, Contract Manager  
Child Support Division  
Office of the Attorney General  
P.O. Box 12017 - Mail Code 062  
Austin, Texas 78711-2017  
Phone Number: (512) 460-6241

3.2.2 County liaison for this Contract is:

The Honorable Sheri Woodfin  
District Clerk, Tom Green County  
112 West Beauregard  
San Angelo, Texas 76903  
Phone Number: (915) 659-6578

3.3 Payment

3.3.1 The County, except as may be provided otherwise in this Section 3.3, shall bill the OAG monthly for the services provided by the County under this Contract during the preceding month. The County shall submit invoices during the first week of each month to:

Jess Gonzalez, mail code 058-4  
Office of the Attorney General  
P.O. Box 12017  
Austin, Texas 78711-2017

The invoice shall contain reasonable information explaining the services provided and shall be submitted in the manner and/or form reasonably specified by the OAG. The OAG shall process a properly prepared invoice for payment in accordance with the State procedures for issuing State payments and the Texas Prompt Payment Act.

3.3.2 The OAG shall pay the County an annual fee for the County provided maintenance and support of the Informix/Ardent database access software (uniVerse) residing on the County system. The fee is equal to Seventy-Five Dollars and no/100 (\$75.00) (or a proportionate amount for any partial twelve (12) month period) per concurrent user authorized to access the County provided databases. The first invoice submitted by the County under this Contract shall bill for the total contract amount of One Hundred Fifty Dollars and no/100 (\$150.00) due the County under this Subsection. Should this Contract terminate sooner than the termination date set forth in the Contract Term section above, the County shall pay the OAG a pro rata refund of the maintenance and support fee for the unexpired portion of the contract term. The County shall make this payment within thirty (30) calendar days of the date the Contract was terminated.

3.3.3 Notwithstanding any other provision of this Contract, the cumulative liability of the OAG to the County hereunder shall not exceed the sum of Six Hundred Eighteen and no/100 Dollars (\$618.00).

#### **4 TERMS AND CONDITIONS**

##### **4.1 NEWS RELEASES OR PRONOUNCEMENTS**

News releases, advertisements, publications, declarations, and any other pronouncements by the County pertaining to this transaction must be approved in writing by the OAG prior to public dissemination.

##### **4.2 ASSIGNMENT OF CLAIMS**

The County hereby assigns to the OAG any claims for overcharges associated with this Contract under the anti-trust laws of the United States 15 USCA, Section 1, et seq. (1973), and the antitrust laws of the State of Texas, Tx Bus & Com, Code Ann. Sec. 15.01, et seq. (1957).



4.3 PROPERTY MANAGEMENT, ACCOUNTABILITY AND MAINTENANCE

- 4.3.1 All equipment provided by the OAG under this Contract (including but not limited to hardware and software) shall remain the property of the OAG and all titles and rights remain with the OAG. Prior to installation of the OAG equipment, the County shall verify the asset information listed on the OAG Interdepartmental Equipment Transfer (IDET) form (Attachment One; incorporated herein and made a part hereof), provide the OAG with the physical address and actual location of each piece of the OAG provided equipment, and acknowledge the County's receipt, as well as, fiduciary and pecuniary responsibility with its signature. Forms shall be returned, with original signature, to the OAG Property Manager. The OAG shall provide through the OAG Property Manager on a quarterly basis a listing of all the OAG inventoried equipment provided to the County. The County shall verify these quarterly inventory reports and return them to the OAG Property Manager. The County shall designate a custodian for the equipment and respond to all the OAG inventory and custodian verification requests within five (5) working days of receipt of the request. In the event that the physical address or actual location of any piece of equipment changes, the County agrees to provide the new physical address or new actual location to the OAG within five (5) working days.
- 4.3.2 The County shall maintain a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment. In the case of equipment with an OAG inventory tag, the County shall have each person provided with such equipment complete an Acknowledgment of Custodianship of Office of the Attorney General Equipment form (Attachment Two; incorporated herein and made a part hereof). Forms shall be returned to the OAG Property Manager. The County shall report any loss, damage or theft of the equipment to the OAG within one (1) workday of discovery of same. The County shall be liable for any loss, damage or theft of the equipment due to the negligent or intentional wrongful acts of or the failure to exercise reasonable care for the equipment's safekeeping on the part of the County, its agents or its contractors. In the event of missing property, the County property management liaison shall make every attempt to locate the item. If the missing item is not found within one (1) work day, a Lost or Stolen Property Report (Attachment Three; incorporated herein and made a part hereof) shall be submitted to the OAG Property Manager. If there is a suspicion of theft, the County shall notify the local police department immediately and a copy of the police incident report shall also be submitted to the OAG Property Manager.

- 4.3.3 Equipment provided to the County by the OAG under this Contract may only be used for Title IV-D Child Support functions.
- 4.3.4 The County shall comply with all license agreements associated with the OAG-provided software and shall not install any software upgrades or programs on any hardware provided by the OAG.
- 4.3.5 The County shall assist the OAG in complying with the federal uniform standards governing management and disposition of property furnished by or whose cost was charged directly to a project supported by funding administered by the U.S. Department of Health and Human Services. The requirements of these standards include the regulations found in Subpart C of 45 C.F.R. Part 74, which provide for the identification of all property procured using federal funds by marking such property, maintenance of detailed inventory records, and completion of a physical inventory. Property subject to this requirement includes any and all fixed assets or other property procured with the aid of federal funds. The County shall further comply with all applicable state requirements governing the procurement, management, and disposition of property. All disposition of the OAG provided equipment shall be performed by the OAG.
- 4.3.6 The County shall maintain and administer in accordance with good business practices a program for the protection and preservation of property provided to the County in the performance of this Contract. Repairs and maintenance of the OAG provided equipment shall be the responsibility of the OAG.

#### 4.4 TERMINATION OF THE CONTRACT

##### 4.4.1 Termination

Either party shall have the right in each party's sole discretion and at its sole option to terminate this Contract by giving the other party thirty (30) days written notice of its intention to terminate. Exercise by either party of its right to terminate the Contract does not relieve any party of its obligations under this Contract prior to the termination.

##### 4.4.2 Change in Federal or State Requirements

If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this Contract and if the parties cannot agree to an amendment that would enable substantial continuation of the Contract, the parties shall be discharged from any further obligations under this Contract.

4.5 DISPUTE RESOLUTION PROCESS FOR COUNTY BREACH OF CONTRACT CLAIM

- 4.5.1 The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the OAG and the County to attempt to resolve any claim for breach of contract made by the County.
- 4.5.2 A County claim for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the County shall submit written notice, as required by subchapter B, to the Director, Child Support Division, Office of the Attorney General, P.O. Box 12017 (Mail Code 033), Austin, Texas 78711-2017. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the OAG and the County otherwise entitled to notice under this Contract. Compliance by the County with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
- 4.5.3 The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the OAG if the parties are unable to resolve their disputes under the immediately preceding subsection.
- 4.5.4 Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by the OAG nor any other conduct of any representative of the OAG relating to the Contract shall be considered a waiver of sovereign immunity to suit.
- 4.5.5 The submission, processing and resolution of the County's claim is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
- 4.5.6 Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the County, in whole or in part.

4.6 AUDIT AND INVESTIGATION

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

4.7 APPLICABLE LAW AND VENUE

The County agrees that this Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. The County also agrees that the exclusive venue and jurisdiction of any legal action or suit brought by the County concerning this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas. The OAG agrees that any legal action or suit brought by the OAG concerning this Contract shall be brought in a court of competent jurisdiction in Tom Green County.

4.8 HEADINGS

The headings for each section of this Contract are stated for convenience only and are not to be construed as limiting.

4.9 SURVIVAL OF TERMS

Termination of this Contract for any reason shall not release the parties from any liability or obligation set forth in this Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

4.10 AMENDMENT

This Contract shall not be amended or modified except by written agreement executed by duly authorized representatives of the OAG and the County.

4.11 ENTIRE AGREEMENT

This instrument constitutes the entire agreement between the parties hereto, and all oral or written agreements between the parties hereto relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained herein.

4.12 LEGISLATIVE APPROPRIATIONS

All obligations of the OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to this procurement (see Provision of Funding by United States below). The OAG will not be in default for nonpayment under this Contract if such appropriated funds or federal funds are not available to the OAG for payment of the OAG's obligations under this Contract. In such event the OAG will promptly notify the County, and the Contract shall terminate simultaneous with the termination of either appropriated funds or federal funds. Upon termination of the Contract the OAG will discontinue payment hereunder.

4.13 PROVISION OF FUNDING BY THE UNITED STATES

It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, the OAG shall promptly notify the County of such fact in writing. Upon such occurrence the OAG shall discontinue payment hereunder.

4.14 COMPLIANCE WITH STATE AND FEDERAL LAW

The County and the OAG agree to comply with all state and federal laws, rules, regulations, requirements and guidelines including, but not limited to, those relating to civil rights and the administration and performance of their duties under this Contract.

4.15 SECURITY OF INFORMATION

The OAG and the County agree to strictly safeguard the confidentiality of any information about individuals furnished to it by the other party in the course of meeting any of the performances required of it. The OAG and the County shall take

care not to disclose such information, including particularly to any legislative body (local, state, or federal), which could tend to identify such applicants or recipients of financial or other assistance pursuant to the federal Social Security Act of 1935, as amended. Additionally, the OAG may possess confidential information and material that require protection under state law. Information furnished to the County in the course of this Contract may not be discussed, communicated, copied, extracted, or used in any manner. Upon termination of this Contract, the County shall return any and all copies of the information provided to the County within twenty-four (24) hours of notice of termination.

4.16 COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5 **ATTACHMENTS**


- 5.1 Attachment One: Interdepartmental Equipment Transfer Form
- 5.2 Attachment Two: Acknowledgment of Custodianship of the Attorney General of Texas Equipment
- 5.3 Attachment Three: Lost or Stolen Property Report

AGREED AND ACCEPTED.

**OFFICE OF THE ATTORNEY  
GENERAL**

**TOM GREEN COUNTY**

\_\_\_\_\_  
Alicia G. Key  
Director, Child Support Division

  
\_\_\_\_\_  
The Honorable Michael D. Brown  
County Judge, Tom Green County

**Attachment One**

Document Number: \_\_\_\_\_

**INTER-DEPARTMENTAL EQUIPMENT TRANSFER**

Inventory Number	Description	Serial Number	Receiving Employee Location

Transferred VIA ☐ ISSS ☐ Mail ☐ UPS ☐ Freight Line ☐ SSD Movers ☐ Contract movers ☐ Other

Interim Signature: \_\_\_\_\_ Remarks: \_\_\_\_\_

Transferring Division Code \_\_\_\_\_ Division Name \_\_\_\_\_

Receiving Division Code \_\_\_\_\_ Division Name \_\_\_\_\_

Approved for Transferring Office by: \_\_\_\_\_ Date: \_\_\_\_\_

Approved for Receiving Office by: \_\_\_\_\_ Date: \_\_\_\_\_

Property Manager's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Attachment Two

**ACKNOWLEDGMENT OF CUSTODIANSHIP  
ATTORNEY GENERAL OF TEXAS**

I, \_\_\_\_\_, personally acknowledge that I have custody of a  
Computer (Inventory number \_\_\_\_\_, serial # \_\_\_\_\_),  
printer (Inventory number \_\_\_\_\_, serial # \_\_\_\_\_),  
fax machine (Inventory number \_\_\_\_\_, serial # \_\_\_\_\_),  
and/or other equipment (modem, tape drive, router, etc.)  
(Inventory number \_\_\_\_\_ serial # \_\_\_\_\_), on this  
\_\_\_\_ day \_\_\_\_\_ 19 \_\_\_\_.

I acknowledge that the above-described equipment has been installed at \_\_\_\_\_  
\_\_\_\_\_.

I agree to accept responsibility for the security and protection of the above-described  
equipment. If any of the equipment is lost, damaged, or stolen or if any of the equipment must  
be  
moved from the location of installation, I will contact Property Management of the Office of  
the Attorney General. I agree to restrict the use of the above-described equipment to the  
processing of Title IV-D child support cases. I recognize that the Office of the Attorney  
General shall retain legal title to the above-described equipment. I agree to follow the  
requirements set out in 45 CFR Part 74, for the Property Management policies  
and procedures, as well as any other applicable state or federal laws or regulations.

\_\_\_\_\_  
Custodian Name (Print or Type)

\_\_\_\_\_  
Custodian Signature



Attachment Three

Attorney General of Texas

LOST OR STOLEN PROPERTY REPORT  
(TO BE COMPLETED WITHIN 24 HOURS OF DISCOVERY)



Date of Report: \_\_\_\_\_  
Division Name: \_\_\_\_\_ Room #: \_\_\_\_\_  
Street Name: \_\_\_\_\_ City/State: \_\_\_\_\_  
Location of Property: \_\_\_\_\_ Date and Time Missed: \_\_\_\_\_  
Property last used or observed: \_\_\_\_\_  
Person Property assigned to: \_\_\_\_\_  
Description of lost/stolen property: \_\_\_\_\_  
Name of Police Agency notified: \_\_\_\_\_ Offense Report #: \_\_\_\_\_

	Description of Property	Personal or State	OAG Inventory #	Serial Number	Cost at Time of Purchase
1					
2					
3					
4					
5					
6					

REPORT IN DETAIL: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reported By: \_\_\_\_\_ Title/Dept.: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

MAKE IN TRIPPLICATE AND SEND ORIGINAL TO PROPERTY MANAGEMENT IN THE SUPPORT SERVICES DIVISION, ONE COPY TO THE INTERNAL SECURITY AND INVESTIGATIONS DIVISION, THEN KEEP ONE COPY FOR YOUR FILES.

FORM 16-041 February 1994



60 C1K

**Dianna Spieker, CIO, CCT**  
**Tom Green County Treasurer**

**FY 05 Monthly Report**  
**July 2005**

THE STATE OF TEXAS ()  
COUNTY OF TOM GREEN ()

The Treasurers' Monthly Report includes, but not limited to, money received and disbursed; debts due to (if known) and owed by the county; and all other proceedings in the treasurer's office that pertain to the Financial Standing of Tom Green County. {LGC 114.026(a)(b)}

The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled; any adjustments have been noted.

Therefore, Dianna Spieker, County Treasurer of Tom Green County, Texas, who being fully sworn, upon oath says that the within and foregoing report is true and correct to the best of her knowledge.

Filed with accompanying vouchers this the 23rd day of August 2005.

Dianna Spieker 8/19/05  
Dianna Spieker, Treasurer, Tom Green County / Date

The Treasurers' Monthly Report and the Bank Reconciliation have been submitted for Audit. The Cash Balances Agree with the Auditor's Records. {LGC 114.026(b)}

Stanley P. Liles 8/19/05  
Stanley P. Liles, Auditor, Tom Green County / Date

Commissioners' Court having reviewed the Treasurer's Report as presented, having taken reasonable steps to ensure its accuracy and based upon presentations of the Treasurer's Office, the County Auditor's office, and other county staff, approve the report, subject to the independent auditor's review and request that it be filed with the official minutes of this meeting. {LGC 114.026(c)}

In addition, the below signatures affirm that the Treasurers' Report complies with statutes as referenced. {LGC 114.026(d)}

Mike Brown  
Mike Brown, County Judge / Date

Ralph Hoelscher  
Ralph Hoelscher, Comm. Pct. #1 / Date

Karl Bookter  
Karl Bookter, Comm. Pct. #2 / Date

Steve Floyd 8/23/05  
Steve Floyd, Comm. Pct. #3 / Date

Richard Easingwood, Jr.  
Richard Easingwood, Comm. Pct. #4 / Date

*Treasurer's Monthly Report*  
*Prepared by Dianna Spieker, Tom Green County Treasurer*

Section 1- Cash Flow      Page 2

Section 2 – Investments      Page 17

# *Treasurer's Monthly Report*

*Prepared by Dianna Spieker, Tom Green County Treasurer*

## **Section 1- Cash Flow**

Cash Disbursement vs. Revenue Report Page 3

This reports provides the beginning balance of the month, total revenue per fund, total expenses per fund, and the ending balance of the month. It includes all:

Funds on deposit at Wells Fargo Bank	XXX-000-1010
Funds held in Securities	XXX-000-1512
Funds on deposit at MBIA	XXX-000-1515
Funds on deposit at Funds Management	XXX-000-1516

Wells Fargo Bank Collateral Page 13

Funds the Bank has pledged on behalf of Tom Green County, per the Bank Depository Bid.

Bond Indebtedness Page 14

Interest & Bank Service Charge Page 15

Sample Bank Reconciliation (OPER) Page 16

Tom Green Auditor  
The Software Group, Inc.

BUDGETARY ACCOUNTING MODULE  
Combined Statement of Receipts and Disbursements - All Funds  
For Transactions July 01, 2005 - July 31, 2005

13:36:56 19 AUG 2005

Page 1

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
GENERAL FUND				
001-000-1010 - CASH	\$ 24,120.90	\$ 4,712,406.62	\$ 4,367,610.86	\$ 368,916.66
001-000-1512 - SECURITIES	0.00	2,470,858.75		2,470,858.75
001-000-1515 - MBIA	5,273,501.82	560,995.92	3,600,000.00	2,234,497.74
001-000-1516 - FUNDS MANAGEMENT	5,315,738.98	12,490.03	500,000.00	4,828,229.01
Total GENERAL FUND	\$ 10,613,361.70	\$ 7,756,751.32	\$ 8,467,610.86	\$ 9,902,502.16
ROAD & BRIDGE PRECINCT 1 & 3				
005-000-1010 - CASH	\$ -8,105.31	\$ 91,546.63	\$ 65,788.23	\$ 17,653.09
005-000-1515 - MBIA	478,754.61	1,295.29	38,500.00	441,549.90
Total ROAD & BRIDGE PRECINCT 1 & 3	\$ 470,649.30	\$ 92,841.92	\$ 104,288.23	\$ 459,202.99
ROAD & BRIDGE PRECINCT 2 & 4				
006-000-1010 - CASH	\$ -5,269.08	\$ 60,807.16	\$ 27,822.79	\$ 27,715.29
006-000-1515 - MBIA	587,067.57	1,584.98	5,500.00	583,152.55
Total ROAD & BRIDGE PRECINCT 2 & 4	\$ 581,798.49	\$ 62,392.14	\$ 33,322.79	\$ 610,867.84
CAFETERIA PLAN TRUST				
009-000-1010 - CASH	\$ 6,880.49	\$ 6,319.70	\$ 4,975.08	\$ 8,225.11
Total CAFETERIA PLAN TRUST	\$ 6,880.49	\$ 6,319.70	\$ 4,975.08	\$ 8,225.11
COUNTY LAW LIBRARY				
010-000-1010 - CASH	\$ 4,235.34	\$ 4,845.00	\$ 4,246.99	\$ 4,833.35
010-000-1515 - MBIA	10,346.94	21.37		10,368.31
010-000-1516 - FUNDS MANAGEMENT	63,478.60	149.15		63,627.75
Total COUNTY LAW LIBRARY	\$ 78,060.88	\$ 5,015.52	\$ 4,246.99	\$ 78,829.41
CAFETERIA/ZP				
011-000-1010 - CASH	\$ 2,500.00	\$ 4,905.62	\$ 4,905.62	\$ 2,500.00
Total CAFETERIA/ZP	\$ 2,500.00	\$ 4,905.62	\$ 4,905.62	\$ 2,500.00
JUSTICE COURT TECHNOLOGY FUND				
012-000-1010 - CASH	\$ 1,439.53	\$ 4,194.02	\$ 145.61	\$ 5,487.94
012-000-1515 - MBIA	112,817.83	273.48		113,091.31
Total JUSTICE COURT TECHNOLOGY FUND	\$ 114,257.36	\$ 4,467.50	\$ 145.61	\$ 118,579.25
LIBRARY/HUGHES SETTLEMENT				
014-000-1010 - CASH	\$ 467.46	\$	\$	\$ 467.46
014-000-1515 - MBIA	3,628.98	9.00		3,637.98
014-000-1516 - FUNDS MANAGEMENT	477,276.41	1,121.42		478,397.83
Total LIBRARY/HUGHES SETTLEMENT	\$ 481,372.85	\$ 1,130.42	\$ 0.00	\$ 482,503.27
LIBRARY DONATIONS FUND				
015-000-1010 - CASH	\$ 1,815.81	\$ 2,600.00	\$ 3,844.78	\$ 571.03

Tom Green Auditor

## BUDGETARY ACCOUNTING MODULE

13:36:56 19 AUG 2005

## Combined Statement of Receipts and Disbursements - All Funds

The Software Group, Inc.

For Transactions July 01, 2005 - July 31, 2005

Page 2

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
015-000-1515 - MBIA	17,641.62	33.02	2,500.00	15,174.64
Total LIBRARY DONATIONS FUND	\$ 19,457.43	\$ 2,633.02	\$ 6,344.78	\$ 15,745.67
RECORDS MGT DIST CLERK/GC.51.317(C) (2)				
016-000-1010 - CASH	\$ 1,784.08	\$ 630.00	\$	\$ 2,414.08
016-000-1515 - MBIA	10,108.92	20.78		10,129.70
Total RECORDS MGT DIST CLERK/GC.51.317(C) (2)	\$ 11,893.00	\$ 650.78	\$ 0.00	\$ 12,543.78
RECORDS MGT/DISTRICT COURTS-COUNTY WIDE				
017-000-1010 - COUNTY WIDE - CASH	\$ 884.41	\$ 2,132.20	\$ 394.86	\$ 2,621.75
017-000-1515 - COUNTY WIDE - MBIA	1,212.80	3.01		1,215.81
Total RECORDS MGT/DISTRICT COURTS-COUNTY WIDE	\$ 2,097.21	\$ 2,135.21	\$ 394.86	\$ 3,837.56
COURTHOUSE SECURITY				
018-000-1010 - CASH	\$ 3,134.83	\$ 6,191.36	\$ 1,069.08	\$ 8,257.11
018-000-1515 - MBIA	120,662.06	288.65		120,950.71
Total COURTHOUSE SECURITY	\$ 123,796.89	\$ 6,480.01	\$ 1,069.08	\$ 129,207.82
RECORDS MGT CO CLK/CO WIDE				
019-000-1010 - CASH	\$ 1,166.81	\$ 2,136.62	\$ 20.00	\$ 3,283.43
019-000-1515 - MBIA	72,843.26	169.99		73,013.25
Total RECORDS MGT CO CLK/CO WIDE	\$ 74,010.07	\$ 2,306.61	\$ 20.00	\$ 76,296.68
LIBRARY MISCELLANEOUS FUND				
020-000-1010 - CASH	\$ 3,050.62	\$ 3,694.30	\$ 1,684.22	\$ 5,060.70
020-000-1515 - MBIA	45,053.80	101.04		45,154.84
Total LIBRARY MISCELLANEOUS FUND	\$ 48,104.42	\$ 3,795.34	\$ 1,684.22	\$ 50,215.54
CIP DONATIONS				
021-000-1010 - CASH	\$ 4,190.89	\$	\$	\$ 4,190.89
Total CIP DONATIONS	\$ 4,190.89	\$ 0.00	\$ 0.00	\$ 4,190.89
TGC BATES FUND				
022-000-1010 - CASH	\$ 258.61	\$	\$	\$ 258.61
022-000-1515 - MBIA	31.51	0.08		31.59
022-000-1516 - FUNDS MANAGEMENT	81,017.58	190.36		81,207.94
Total TGC BATES FUND	\$ 81,307.70	\$ 190.44	\$ 0.00	\$ 81,498.14
GENERAL LAND PURCHASE FUND				
025-000-1010 - CASH	\$ 120.20	\$	\$	\$ 120.20
025-000-1515 - MBIA	10,381.66	25.76		10,407.42
Total GENERAL LAND PURCHASE FUND	\$ 10,501.86	\$ 25.76	\$ 0.00	\$ 10,527.62

Tom Green Auditor

BUDGETARY ACCOUNTING MODULE  
Combined Statement of Receipts and Disbursements - All Funds  
For Transactions July 01, 2005 - July 31, 2005

13:36:56 19 AUG 2005

The Software Group, Inc.

Page 3

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
RESERVE FOR SPECIAL VENUE TRIALS				
026-000-1010 - CASH	\$ 200,000.00	\$	\$	\$ 200,000.00
Total RESERVE FOR SPECIAL VENUE TRIALS	\$ 200,000.00	\$ 0.00	\$ 0.00	\$ 200,000.00
TEXAS COMMUNITY DEVELOPMENT PROGRAM				
027-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
Total TEXAS COMMUNITY DEVELOPMENT PROGRAM	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
COUNTY CLERK PRESERVATION				
030-000-1010 - CASH	\$ 3,891.76	\$ 10,087.83	\$ 300.50	\$ 13,679.09
030-000-1515 - MBIA	57,374.31	125.16		57,499.47
Total COUNTY CLERK PRESERVATION	\$ 61,266.07	\$ 10,212.99	\$ 300.50	\$ 71,178.56
COUNTY CLERK ARCHIVE				
032-000-1010 - CASH	\$ 3,880.18	\$ 8,415.00	\$	\$ 12,295.18
032-000-1515 - MBIA	62,950.54	145.44		63,095.98
Total COUNTY CLERK ARCHIVE	\$ 66,830.72	\$ 8,560.44	\$ 0.00	\$ 75,391.16
WASTEWATER TREATMENT				
038-000-1010 - CASH	\$ 850.00	\$ 140.00	\$ 220.00	\$ 770.00
Total WASTEWATER TREATMENT	\$ 850.00	\$ 140.00	\$ 220.00	\$ 770.00
COUNTY ATTORNEY FEE ACCOUNT				
045-000-1010 - CASH	\$ 6,448.15	\$ 5,448.99	\$ 7,282.83	\$ 4,614.31
Total COUNTY ATTORNEY FEE ACCOUNT	\$ 6,448.15	\$ 5,448.99	\$ 7,282.83	\$ 4,614.31
JUROR DONATIONS				
047-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
Total JUROR DONATIONS	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
ELECTION CONTRACT SERVICE				
048-000-1010 - CASH	\$ 23,987.54	\$	\$ 2,893.38	\$ 21,094.16
Total ELECTION CONTRACT SERVICE	\$ 23,987.54	\$ 0.00	\$ 2,893.38	\$ 21,094.16
JUDICIAL EDUCATION/COUNTY JUDGE				
049-000-1010 - CASH	\$ 444.00	\$ 130.00	\$ 65.00	\$ 509.00
Total JUDICIAL EDUCATION/COUNTY JUDGE	\$ 444.00	\$ 130.00	\$ 65.00	\$ 509.00
51ST DISTRICT ATTORNEY FEE				
050-000-1010 - CASH	\$ 15,043.12	\$ 225.00	\$ 66.56	\$ 15,201.56
Total 51ST DISTRICT ATTORNEY FEE	\$ 15,043.12	\$ 225.00	\$ 66.56	\$ 15,201.56

VOL. 82 PG. 271

5

Tom Green Auditor

BUDGETARY ACCOUNTING MODULE  
Combined Statement of Receipts and Disbursements - All Funds  
For Transactions July 01, 2005 - July 31, 2005

13:36:56 19 AUG 2005

The Software Group, Inc.

Page 4

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
LATERAL ROAD FUND				
051-000-1010 - CASH	\$ 15,350.38	\$	\$	\$ 15,350.38
Total LATERAL ROAD FUND	\$ 15,350.38	\$ 0.00	\$ 0.00	\$ 15,350.38
51ST DA SPC FORFEITURE ACCT				
052-000-1010 - CASH	\$ 36,502.17	\$ 54,780.00	\$ 54,780.00	\$ 36,502.17
Total 51ST DA SPC FORFEITURE ACCT	\$ 36,502.17	\$ 54,780.00	\$ 54,780.00	\$ 36,502.17
95 CONSTRUCTION/CERT OBLIG SERIES				
053-000-1010 - CASH	\$ 45,877.65	\$ 94.51	\$	\$ 45,972.16
Total 95 CONSTRUCTION/CERT OBLIG SERIES	\$ 45,877.65	\$ 94.51	\$ 0.00	\$ 45,972.16
119TH DISTRICT ATTORNEY FEE				
055-000-1010 - CASH	\$ 9,707.40	\$ 75.00	\$ 66.57	\$ 9,715.83
Total 119TH DISTRICT ATTORNEY FEE	\$ 9,707.40	\$ 75.00	\$ 66.57	\$ 9,715.83
STATE FEES/CIVIL				
056-000-1010 - CASH	\$ 11,530.51	\$ 63,860.21	\$ 69,946.05	\$ 5,444.67
056-000-1515 - MBIA	58,500.00		45,000.00	13,500.00
Total STATE FEES/CIVIL	\$ 70,030.51	\$ 63,860.21	\$ 114,946.05	\$ 18,944.67
119TH DA/DPS FORFEITURE ACCT				
057-000-1010 - CASH	\$ 86.45	\$	\$	\$ 86.45
Total 119TH DA/DPS FORFEITURE ACCT	\$ 86.45	\$ 0.00	\$ 0.00	\$ 86.45
119TH DA/SPC FORFEITURE ACCT				
058-000-1010 - CASH	\$ 15,643.07	\$	\$	\$ 15,643.07
Total 119TH DA/SPC FORFEITURE ACCT	\$ 15,643.07	\$ 0.00	\$ 0.00	\$ 15,643.07
PARK DONATIONS FUND				
059-000-1010 - CASH	\$ 55.85	\$	\$	\$ 55.85
Total PARK DONATIONS FUND	\$ 55.85	\$ 0.00	\$ 0.00	\$ 55.85
TAIP GRANT/CSCD				
063-000-1010 - CASH	\$ 73,843.02	\$ 424.00	\$ 27,029.63	\$ 47,237.39
Total TAIP GRANT/CSCD	\$ 73,843.02	\$ 424.00	\$ 27,029.63	\$ 47,237.39
DIVERSION TARGET PROGRAM				
064-000-1010 - CASH	\$ 68,894.88	\$ 2,174.00	\$ 15,428.57	\$ 55,640.31
Total DIVERSION TARGET PROGRAM	\$ 68,894.88	\$ 2,174.00	\$ 15,428.57	\$ 55,640.31

VOL. 82 PG. 272

6-



Tom Green Auditor

BUDGETARY ACCOUNTING MODULE  
Combined Statement of Receipts and Disbursements - All Funds  
For Transactions July 01, 2005 - July 31, 2005

13:36:56 19 AUG 2005

The Software Group, Inc.

Page 5

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
COMMUNITY SUPERVISION & CORRECTIONS				
065-000-1010 - CASH	\$ 317,360.67	\$ 194,314.35	\$ 215,527.77	\$ 296,147.25
Total COMMUNITY SUPERVISION & CORRECTIONS	\$ 317,360.67	\$ 194,314.35	\$ 215,527.77	\$ 296,147.25
COURT RESIDENTIAL TREATMENT				
066-000-1010 - CASH	\$ 253,380.42	\$ 10,366.25	\$ 115,897.28	\$ 147,849.39
Total COURT RESIDENTIAL TREATMENT	\$ 253,380.42	\$ 10,366.25	\$ 115,897.28	\$ 147,849.39
COMMUNITY CORRECTIONS PROGRAM				
067-000-1010 - CASH	\$ 51,220.42	\$ 8,168.02	\$ 45,692.42	\$ 13,696.02
Total COMMUNITY CORRECTIONS PROGRAM	\$ 51,220.42	\$ 8,168.02	\$ 45,692.42	\$ 13,696.02
SUBSTANCE ABUSE CASELOADS				
069-000-1010 - CASH	\$ 11,251.97	\$	\$ 6,525.65	\$ 4,726.32
Total SUBSTANCE ABUSE CASELOADS	\$ 11,251.97	\$ 0.00	\$ 6,525.65	\$ 4,726.32
STATE & MUNICIPAL FEES				
071-000-1010 - CASH	\$ 1,324.16	\$ 13,927.04	\$ 10,023.09	\$ 5,228.11
071-000-1515 - MBIA	10,068.19			10,068.19
Total STATE & MUNICIPAL FEES	\$ 11,392.35	\$ 13,927.04	\$ 10,023.09	\$ 15,296.30
STATE FEES/CRIMINAL				
072-000-1010 - CASH	\$ 28,973.18	\$ 202,833.62	\$ 193,246.13	\$ 38,560.67
072-000-1515 - MBIA	188,506.09		130,000.00	58,506.09
Total STATE FEES/CRIMINAL	\$ 217,479.27	\$ 202,833.62	\$ 323,246.13	\$ 97,066.76
GRAFFITI ERADICATION FUND				
073-000-1010 - CASH	\$ 479.56	\$	\$	\$ 479.56
Total GRAFFITI ERADICATION FUND	\$ 479.56	\$ 0.00	\$ 0.00	\$ 479.56
VETERAN'S SERVICE FUND				
075-000-1010 - CASH	\$ 2,746.36	\$ 348.67	\$ 123.56	\$ 2,971.47
Total VETERAN'S SERVICE FUND	\$ 2,746.36	\$ 348.67	\$ 123.56	\$ 2,971.47
EMPLOYEE ENRICHMENT FUND				
076-000-1010 - CASH	\$ 8,412.84	\$ 775.93	\$	\$ 9,188.77
Total EMPLOYEE ENRICHMENT FUND	\$ 8,412.84	\$ 775.93	\$ 0.00	\$ 9,188.77
JUDICIAL EFFICIENCY				
082-000-1010 - CASH	\$ 10,042.77	\$ 920.05	\$ 356.30	\$ 10,606.52
Total JUDICIAL EFFICIENCY	\$ 10,042.77	\$ 920.05	\$ 356.30	\$ 10,606.52

VOL. 82 PG. 273

7

Tom Green Auditor

## BUDGETARY ACCOUNTING MODULE

13:36:56 19 AUG 2007

Combined Statement of Receipts and Disbursements - All Funds

The Software Group, Inc.

For Transactions July 01, 2005 - July 31, 2005

Page 6

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
COUNTY COURT JUDICIAL EFFICIENCY				
083-000-1010 - CASH	\$ 3,622.13	\$ 287.19	\$	\$ 3,909.32
Total COUNTY COURT JUDICIAL EFFICIENCY	\$ 3,622.13	\$ 287.19	\$ 0.00	\$ 3,909.32
JUV DETENTION FACILITY				
084-000-1010 - CASH	\$ 90,068.44	\$ 186.02	\$	\$ 90,254.46
Total JUV DETENTION FACILITY	\$ 90,068.44	\$ 186.02	\$ 0.00	\$ 90,254.46
4H BUILDING CONSTRUCTION				
089-000-1010 - CASH	\$ 319,402.29	\$	\$ 97,015.12	\$ 222,387.17
Total 4H BUILDING CONSTRUCTION	\$ 319,402.29	\$ 0.00	\$ 97,015.12	\$ 222,387.17
EFTPS/PAYROLL TAX CLEARING				
094-000-1010 - CASH	\$ 0.00	\$ 313,098.54	\$ 313,098.54	\$ 0.00
Total EFTPS/PAYROLL TAX CLEARING	\$ 0.00	\$ 313,098.54	\$ 313,098.54	\$ 0.00
PAYROLL FUND				
095-000-1010 - CASH	\$ 4,194.82	\$ 1,698,241.71	\$ 1,699,567.44	\$ 2,869.09
Total PAYROLL FUND	\$ 4,194.82	\$ 1,698,241.71	\$ 1,699,567.44	\$ 2,869.09
COURT AT LAW_EXCESS STATE SUPPLEMENT				
096-000-1010 - CASH	\$ 2,183.03	\$	\$ 140.00	\$ 2,043.03
Total COURT AT LAW_EXCESS STATE SUPPLEMENT	\$ 2,183.03	\$ 0.00	\$ 140.00	\$ 2,043.03
LEOSE TRAINING FUND				
097-000-1010 - CASH	\$ 1,829.23	\$	\$	\$ 1,829.23
097-000-1515 - MBIA	10,044.42	24.92		10,069.34
Total LOESE TRAINING FUND	\$ 11,873.65	\$ 24.92	\$ 0.00	\$ 11,898.57
CHILD RESTRAINT STATE FEE FUND				
098-000-1010 - CASH	\$ 5,200.21	\$ 865.00	\$ 103.00	\$ 5,962.21
Total CHILD RESTRAINT STATE FEE FUND	\$ 5,200.21	\$ 865.00	\$ 103.00	\$ 5,962.21
98 I&S/CERT OBLIG SERIES				
099-000-1010 - CASH	\$ 167,127.80	\$ 165,709.18	\$ 327,700.00	\$ 5,136.98
099-000-1516 - FUNDS MANAGEMENT	235,259.07	552.76	126,000.00	109,811.83
Total 98 I&S/CERT OBLIG SERIES	\$ 402,386.87	\$ 166,261.94	\$ 453,700.00	\$ 114,948.81
COUNTY ATTORNEY LOESE TRAINING FUND				
100-000-1010 - CASH	\$ 989.62	\$	\$	\$ 989.62
Total COUNTY ATTORNEY LOESE TRAINING FUND	\$ 989.62	\$ 0.00	\$ 0.00	\$ 989.62

VOL. 82 PG. 274

8

Tom Green Auditor

BUDGETARY ACCOUNTING MODULE  
Combined Statement of Receipts and Disbursements - All Funds  
For Transactions July 01, 2005 - July 31, 2005

13:36:56 19 AUG 2005

The Software Group, Inc.

Page 7

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
CONSTABLE PRCT 1 LEOSE TRAINING FUND				
102-000-1010 - CASH	\$ 1,132.19	\$	\$	\$ 1,132.19
Total CONSTABLE PRCT 1 LEOSE TRAINING FUND	\$ 1,132.19	\$ 0.00	\$ 0.00	\$ 1,132.19
CONSTABLE PRCT 2 LEOSE TRAINING FUND				
103-000-1010 - CASH	\$ 1,273.37	\$	\$	\$ 1,273.37
Total CONSTABLE PRCT 2 LEOSE TRAINING FUND	\$ 1,273.37	\$ 0.00	\$ 0.00	\$ 1,273.37
CONSTABLE PRCT 3 LEOSE TRAINING FUND				
104-000-1010 - CASH	\$ 2,265.08	\$	\$ 50.00	\$ 2,215.08
Total CONSTABLE PRCT 3 LEOSE TRAINING FUND	\$ 2,265.08	\$ 0.00	\$ 50.00	\$ 2,215.08
CONSTABLE PRCT 4 LEOSE TRAINING FUND				
105-000-1010 - CASH	\$ 2,593.70	\$	\$ 50.00	\$ 2,543.70
Total CONSTABLE PRCT 4 LEOSE TRAINING FUND	\$ 2,593.70	\$ 0.00	\$ 50.00	\$ 2,543.70
ADMIN FEE FUND - CCP 102.072				
106-000-1010 - CCP 102.072 - CASH	\$ 5,950.05	\$ 2,107.51	\$ 172.80	\$ 7,884.76
106-000-1515 - CCP 102.072 - MBIA	49,641.13	123.17		49,764.30
Total ADMIN FEE FUND - CCP 102.072	\$ 55,591.18	\$ 2,230.68	\$ 172.80	\$ 57,649.06
TCOMI				
109-000-1010 - CASH	\$ 26,114.82	\$	\$ 8,549.17	\$ 17,565.65
Total TCOMI	\$ 26,114.82	\$ 0.00	\$ 8,549.17	\$ 17,565.65
JUVENILE DEFERRED PROCESSING FEES				
110-000-1010 - CASH	\$ 13,442.97	\$ 357.29	\$	\$ 13,800.26
Total JUVENILE DEFERRED PROCESSING FEES	\$ 13,442.97	\$ 357.29	\$ 0.00	\$ 13,800.26
COUNTY JUDGE EXCESS CONTRIBUTIONS 25.0016				
111-000-1010 - CASH	\$ 184.47	\$	\$	\$ 184.47
Total COUNTY JUDGE EXCESS CONTRIBUTIONS 25.0016	\$ 184.47	\$ 0.00	\$ 0.00	\$ 184.47
PASS THRU GRANTS				
113-000-1010 - CASH	\$ 147.65	\$	\$	\$ 147.65
Total PASS THRU GRANTS	\$ 147.65	\$ 0.00	\$ 0.00	\$ 147.65
CHILD SAFETY FEE TRANSPORTATION CODE 502.173				
114-000-1010 - CASH	\$ 9,368.80	\$ 1,513.48	\$	\$ 10,882.28
Total CHILD SAFETY FEE TRANSPORTATION CODE 502.173	\$ 9,368.80	\$ 1,513.48	\$ 0.00	\$ 10,882.28

VOL. 82 PG. 275

9

Tom Green Auditor

BUDGETARY ACCOUNTING MODULE  
Combined Statement of Receipts and Disbursements - All Funds

13:36:56 19 AUG 2005

The Software Group, Inc.

For Transactions July 01, 2005 - July 31, 2005

Page 6

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
ROY K. ROBB FACILITY CONVERSION				
115-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
Total ROY K. ROBB FACILITY CONVERSION	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
LONESTAR LIBRARY GRANT				
201-000-1010 - CASH	\$ 6,502.15	\$	\$	\$ 6,502.15
Total LONESTAR LIBRARY GRANT	\$ 6,502.15	\$ 0.00	\$ 0.00	\$ 6,502.15
TROLLINGER FUND				
202-000-1010 - CASH	\$ 358,816.34	\$ 141.18	\$	\$ 358,957.52
Total TROLLINGER FUND	\$ 358,816.34	\$ 141.18	\$ 0.00	\$ 358,957.52
LIBRARY EXPANSION				
203-000-1010 - CASH	\$ 2,003.41	\$	\$ 460.08	\$ 1,543.33
Total LIBRARY EXPANSION	\$ 2,003.41	\$ 0.00	\$ 460.08	\$ 1,543.33
COURTHOUSE LANDSCAPING				
301-000-1010 - CASH	\$ 336.28	\$	\$	\$ 336.28
Total COURTHOUSE LANDSCAPING	\$ 336.28	\$ 0.00	\$ 0.00	\$ 336.28
SHERIFF FORFEITURE FUND				
401-000-1010 - CASH	\$ 24,114.49	\$	\$ 49.48	\$ 24,065.01
Total SHERIFF FORFEITURE FUND	\$ 24,114.49	\$ 0.00	\$ 49.48	\$ 24,065.01
STATE AID/REGIONAL				
500-000-1010 - CASH	\$ 5,092.21	\$ 5,086.72	\$ 4,257.64	\$ 5,921.29
Total STATE AID/REGIONAL	\$ 5,092.21	\$ 5,086.72	\$ 4,257.64	\$ 5,921.29
SALARY ADJUSTMENT/REGIONAL				
501-000-1010 - CASH	\$ 562.33	\$ 475.94	\$ 468.38	\$ 569.89
Total SALARY ADJUSTMENT/REGIONAL	\$ 562.33	\$ 475.94	\$ 468.38	\$ 569.89
COMMUNITY CORRECTIONS/REGIONAL_STATE FUNDS				
502-000-1010 - CASH	\$ 9,142.64	\$ 4,958.33	\$ 3,382.07	\$ 10,718.90
Total COMMUNITY CORRECTIONS/REGIONAL_STATE FUNDS	\$ 9,142.64	\$ 4,958.33	\$ 3,382.07	\$ 10,718.90
COMMUNITY CORRECTIONS/REGIONAL				
503-000-1010 - CASH	\$ 5,262.54	\$ 1,244.61	\$ 4,526.11	\$ 1,981.04
Total COMMUNITY CORRECTIONS/REGIONAL	\$ 5,262.54	\$ 1,244.61	\$ 4,526.11	\$ 1,981.04
IV_E PROGRAM/REGIONAL				
504-000-1010 - CASH	\$ 83,969.80	\$ 176.26	\$ 3,670.00	\$ 80,476.06

VOL: 82 PG: 276

10

Tom Green Auditor

BUDGETARY ACCOUNTING MODULE  
Combined Statement of Receipts and Disbursements - All Funds  
For Transactions July 01, 2005 - July 31, 2005

13:36:56 19 AUG 2005

Page 9

The Software Group, Inc.

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
Total IV_E PROGRAM/REGIONAL	\$ 83,969.80	\$ 176.26	\$ 3,670.00	\$ 80,476.06
PROGRESSIVE SANCTIONS JPO/REGIONAL				
506-000-1010 - CASH	\$ 2,697.49	\$ 2,301.72	\$ 2,416.88	\$ 2,582.33
Total PROGRESSIVE SANCTIONS JPO/REGIONAL	\$ 2,697.49	\$ 2,301.72	\$ 2,416.88	\$ 2,582.33
PROGRESSIVE SANCTIONS LEVELS 123/REGIONAL				
507-000-1010 - CASH	\$ 10,432.08	\$ 1,599.13	\$ 2,455.00	\$ 9,576.21
Total PROGRESSIVE SANCTIONS LEVELS 123/REGIONAL	\$ 10,432.08	\$ 1,599.13	\$ 2,455.00	\$ 9,576.21
SPECIAL PROJECTS-PY'S INTEREST FUNDS/REGIONAL				
509-000-1010 - PY'S INTEREST FUNDS/REGIONAL - CASH	\$ 6,261.00	\$ 12.51		\$ 6,273.51
Total SPECIAL PROJECTS-PY'S INTEREST FUNDS/REGIONAL	\$ 6,261.00	\$ 12.51	\$ 0.00	\$ 6,273.51
AYUDAR DONATIONS				
580-000-1010 - CASH	\$ 6,641.24	\$ 13.72		\$ 6,654.96
Total AYUDAR DONATIONS	\$ 6,641.24	\$ 13.72	\$ 0.00	\$ 6,654.96
TEXAS YOUTH COMMISSION				
582-000-1010 - CASH	\$ 90,077.16	\$ 7,238.83	\$ 401.67	\$ 96,914.32
Total TEXAS YOUTH COMMISSION	\$ 90,077.16	\$ 7,238.83	\$ 401.67	\$ 96,914.32
IV_E PROGRAM				
583-000-1010 - CASH	\$ 721,240.25	\$ 60,740.67	\$ 2,674.70	\$ 779,306.22
Total IV_E PROGRAM	\$ 721,240.25	\$ 60,740.67	\$ 2,674.70	\$ 779,306.22
POST ADJUDICATION FACILITY				
584-000-1010 - CASH	\$ 33,272.87	\$ 68.73		\$ 33,341.60
Total POST ADJUDICATION FACILITY	\$ 33,272.87	\$ 68.73	\$ 0.00	\$ 33,341.60
AYUDAR/SUBSTANCE ABUSE PROGRAM				
585-000-1010 - CASH	\$ 23,224.40	\$ 8,391.06	\$ 11,219.85	\$ 20,395.61
Total AYUDAR/SUBSTANCE ABUSE PROGRAM	\$ 23,224.40	\$ 8,391.06	\$ 11,219.85	\$ 20,395.61
STATE AID				
586-000-1010 - CASH	\$ 11,385.25	\$ 8,622.94	\$ 5,015.19	\$ 14,993.00
Total STATE AID	\$ 11,385.25	\$ 8,622.94	\$ 5,015.19	\$ 14,993.00
COMMUNITY CORRECTIONS				
587-000-1010 - CASH	\$ 78,455.16	\$ 31,718.40	\$ 38,544.26	\$ 71,629.30

VOL. 82 PG. 277

11

Tom Green Auditor

## BUDGETARY ACCOUNTING MODULE

13:36:56 19 AUG 2005

Combined Statement of Receipts and Disbursements - All Funds

The Software Group, Inc.

For Transactions July 01, 2005 - July 31, 2005

Page 10

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
Total COMMUNITY CORRECTIONS	\$ 78,455.16	\$ 31,718.40	\$ 38,544.26	\$ 71,629.30
SALARY ADJUSTMENT				
588-000-1010 - CASH	\$ 14,554.19	\$ 7,876.63	\$ 6,484.34	\$ 15,946.48
Total SALARY ADJUSTMENT	\$ 14,554.19	\$ 7,876.63	\$ 6,484.34	\$ 15,946.48
FAMILY PRESERVATION				
589-000-1010 - CASH	\$ 8,277.77	\$ 5,855.40	\$ 5,776.46	\$ 8,356.71
Total FAMILY PRESERVATION	\$ 8,277.77	\$ 5,855.40	\$ 5,776.46	\$ 8,356.71
JUVENILE LOCAL INTEREST FUND				
590-000-1010 - CASH	\$ -303.78	\$ 363.86	\$	\$ 60.08
Total JUVENILE LOCAL INTEREST FUND	\$ -303.78	\$ 363.86	\$ 0.00	\$ 60.08
PROGRESSIVE SANCTIONS LEVELS 123				
591-000-1010 - CASH	\$ -5,398.14	\$ 2,753.27	\$	\$ -2,644.87
Total PROGRESSIVE SANCTIONS LEVELS 123	\$ -5,398.14	\$ 2,753.27	\$ 0.00	\$ -2,644.87
PROGRESSIVE SANCTIONS JPO				
592-000-1010 - CASH	\$ -6,840.55	\$ 16,944.45	\$ 15,161.86	\$ -5,057.96
Total PROGRESSIVE SANCTIONS JPO	\$ -6,840.55	\$ 16,944.45	\$ 15,161.86	\$ -5,057.96
PROGRESSIVE SANCTIONS ISJPO				
593-000-1010 - CASH	\$ -1,302.40	\$ 3,190.96	\$ 2,535.80	\$ -647.24
Total PROGRESSIVE SANCTIONS ISJPO	\$ -1,302.40	\$ 3,190.96	\$ 2,535.80	\$ -647.24
SPECIAL PROJECTS-PY'S INTEREST FUNDS				
599-000-1010 - PY'S INTEREST FUNDS - CASH	\$ 16,041.55	\$ 32.04	\$ 364.22	\$ 15,709.37
Total SPECIAL PROJECTS-PY'S INTEREST FUNDS	\$ 16,041.55	\$ 32.04	\$ 364.22	\$ 15,709.37
TOTALS - ALL FUNDS	\$ 16,775,421.17	\$ 10,882,694.51	\$ 12,251,789.47	\$ 15,406,326.21

VOL. 82 PG. 278

12

13

WELLS FARGO PLEDGE REPORT									
COLLATERAL FOR: ZV9 TOM GREEN COUNTY									
DATE: JULY 31, 2005					DEPOSITORY INSTITUTION: WF CALIF				
SK	SECURITY	SEQ. NO.	ORIGINAL FACE	CURRENT FACE	DESCRIPTION	RATE	MATURITY	MOODY S AND P *FITCH	MARKET VALUE
FEDERAL RESERVE BANK									
58	31376KGC4	012638	6,000,000.00	5,294,911.92	FNCL 357595	5.50	07/01/34		5,324,165.46
58	31405ATV5	012103	6,300,000.00	5,206,716.96	FNCL 783664	5.50	06/01/34		5,235,483.24
*TOTAL XPL_CODE ZV9			12,300,000.00	10,501,628.88					10,559,648.70

VOL. 82 PG. 279

**TOM GREEN COUNTY INDEBTEDNESS**

**July-05**

**FUND 099 OUTSTANDING GENERAL OBLIGATION DEBT**

**GO REFUNDING BONDS, SERIES 1998**

**ORIGINAL DEBT ISSUED \$18,885,000.00**

PREVIOUS BALANCE OUTSTANDING	PRINCIPAL PAYMENT DUE	CURRENT BALANCE OUTSTANDING	SCHEDULED DUE DATE	
18,885,000.00	\$0.00	18,885,000.00	01-Feb-99	<u>PAID</u>
18,885,000.00	\$0.00	18,885,000.00	01-Feb-00	<u>PAID</u>
18,885,000.00	\$0.00	18,885,000.00	01-Feb-01	<u>PAID</u>
18,885,000.00	\$120,000.00	18,765,000.00	01-Feb-02	<u>PAID</u>
18,765,000.00	\$1,095,000.00	17,670,000.00	01-Feb-03	<u>PAID</u>
17,670,000.00	\$1,495,000.00	16,175,000.00	01-Feb-04	<u>PAID</u>
16,175,000.00	\$1,565,000.00	14,610,000.00	01-Feb-05	<u>PAID</u>
14,610,000.00	\$1,760,000.00	12,850,000.00	01-Feb-06	
12,850,000.00	\$1,845,000.00	11,005,000.00	01-Feb-07	
11,005,000.00	\$1,925,000.00	9,080,000.00	01-Feb-08	
9,080,000.00	\$2,005,000.00	7,075,000.00	01-Feb-09	
7,075,000.00	\$2,090,000.00	4,985,000.00	01-Feb-10	
4,985,000.00	\$2,190,000.00	2,795,000.00	01-Feb-11	
2,795,000.00	\$2,265,000.00	530,000.00	01-Feb-12	
530,000.00	\$320,000.00	210,000.00	01-Feb-13	
210,000.00	\$210,000.00	0.00	01-Feb-14	

\* PRINCIPAL PAYMENTS DUE ANNUALLY ON THE 1st DAY OF FEBRUARY. ACTUALLY PAID EVERY JANUARY

\*\* INTEREST PAYMENTS ARE DUE SEMI-ANNUALLY ON THE 1st DAY OF FEBRUARY AND AUGUST

VOL. 82 PG. 280

Prepared by TGC Treasurer

14



<b>Revenues as of 07/19/05</b>	<b>Budgeted</b>	<b>Received To Date</b>	<b>Receivable Pending</b>
FY05 ALL Accounts			
Depository Interest [-3701	\$122,298.00	<b>\$148,825.81</b>	(\$26,527.81)
Security Interest [-3704	\$0.00	<b>(\$572.92)</b>	\$572.92
MBIA [-3705	\$35,085.00	<b>\$134,253.48</b>	(\$99,168.48)
Funds Management [-3706	\$24,900.00	<b>\$108,716.43</b>	(\$83,816.43)
	<u>\$182,283.00</u>	<u><b>\$391,222.80</b></u>	<u>(\$208,939.80)</u>

<b>Bank Services Charges [-0444</b>	<b>Budgeted</b>	<b>Paid To Date</b>	<b>Expenditure Pending</b>
ALL ACCOUNTS FY 05	\$104,200.00	<b>\$59,372.59</b>	\$44,827.41

	<u>Previous Month</u>	<u>Current Month</u>
Wells Fargo Oper Checking Interest Annual Yield	1.980%	3.230%
MBIA Annual Yield	3.060%	3.260%
Funds Management Compound Effective Yield	2.900%	3.070%

OPER

-- Bank Statement Reconciliation --

Date Reconciled : 08/19/05 Time : 01:51pm

1. Checking Acct Code: OPER (TGC OPERATING ACCOUNT)  
2. Closing Date : 07/31/05  
3. Bank Account # : 3087115949 (TGC OPERATING ACCOUNT)  
4. Interest Earned : \$4,911.63  
5. Service Charges : \$0.00

Ledger Bank Balance \$ 1,448,340.08  
+ Outstanding Checks 37,494.68  
- Outstanding Deposit Slips 0.00  
+ Interest Earned 4,911.63  
- Service Charges 0.00  
Bank Statement Balance \$ 1,490,746.39

1121.74 Interest transt  
116205 JE 18351  
<409.28> JE 18325  
<1414.72> JE 18396  
<325.00> deposit transt (CSCB)  
<760.00> deposit transt (auto)  
<765.00> deposit transt (auto)

0.\*\*

1,490,746.39+  
1,121.74+  
1,162.05+  
409.28-  
1,414.72-  
225.00-  
760.00-  
765.00-

\$1,489,456.18

+ 3119.03 more @ bank unreconciled to date  
1492,575.21

008

1,489,456.180

3,119.03+

009

1,492,575.21\*

1,492,575.21+

1,492,575.21-

WELLS FARGO BANK, N.A.  
SAN ANGELO MAIN OFFICE  
36 WEST BEAUREGARD AVE  
SAN ANGELO, TX 76903

Page 1 of 11

Account Number: 359  
Statement Start Date: 07/01/05  
Statement End Date: 07/31/05  
Number of Enclosures: 636

WELLS  
FARGO

(CO808)  
308-7115949  
07/01/05  
07/31/05  
636

Account Number	Beginning Balance	Total Credits	Total Debits	Ending Balance
Choice IV with Interest-Public Funds 308-7115949	1,322,415.44	5,135,109.02	- 4,964,949.25	1,492,575.21

News from Wells Fargo

vol 82 pg 282

16

*Treasurer's Monthly Report*  
*Prepared by Dianna Spieker, Tom Green County Treasurer*

**Section 2 – Investments Daily and Long Term**

Per the Public Funds Investment Act and the Tom Green County Investment Policies, the Investments Report is required on a Quarterly Basis. However, in an effort to keep the Commissioners' Court informed available information is provided on a Monthly basis.

---

Daily Liquidity Pools

Funds can be deposited and withdrawn on a daily basis

Investor's Cash Trust -Funds Management June & July Page 18  
MBIA Page 20

---

Investments

Funds used to purchase items that require selling the item to or waiting until maturity to access the funds

Security Report Page 30

Trollinger Investments Page 37

ICT GOVERNMENT CASH & AGENCY SECURITIES PORTFOLIO						
As of 6/30/2005						
CUSIP	Security Name	Coupon	Maturity	Quantity	Market Value	%MV
<b>Agency Bond</b>						
3128X4DD0	FHLMC Nt	3.830	06/20/2006	8,000,000	7,981,200.00	1.79%
3133X4T43	FHLB FRN	3.265	09/12/2005	28,000,000	27,995,520.00	6.29%
3133X9QG8	Fed Home Loan Bank	3.020	06/02/2006	10,000,000	9,996,700.00	2.24%
31359MUU5	FNMA Nt FRN	2.990	10/03/2005	25,000,000	24,998,000.00	5.61%
31359MVM2	FNMA Nt	3.250	12/09/2005	25,000,000	24,990,250.00	5.61%
31359MVZ3	Fannie Mae Nt	3.090	02/06/2006	25,000,000	24,986,000.00	5.61%
					<b>120,947,670.00</b>	<b>27.16%</b>
<b>Short Term Agency</b>						
31403XET8	FNMA Mortgage Backed DN	0.000	07/01/2005	20,000,000	19,998,183.40	4.49%
31403XGP4	FNMA Mortgage Backed DN	0.000	08/01/2005	10,000,000	9,971,571.90	2.24%
31403XHW8	FNMA Mortgage Backed DN	0.000	07/01/2005	25,000,000	24,997,729.25	5.61%
31403XKZ7	FNMA Mortgage Backed DN	0.000	08/01/2005	8,008,631	7,985,863.98	1.79%
313397KE0	FHLMC DN	0.000	08/09/2005	17,535,000	17,472,393.56	3.92%
					<b>80,425,742.10</b>	<b>18.06%</b>
<b>Repurchase Agreement</b>						
504065012	TRP Merrill Lynch Govt	3.000	07/05/2005	40,000,000	39,996,829.47	8.98%
505065032	TRP BA Securities Govt	3.050	07/05/2005	75,000,000	74,994,544.17	16.84%
506305016	TRP Morgan Stanley Govt	3.400	07/01/2005	92,000,000	91,992,716.87	20.66%
506305019	TRP JP Morgan Govt	3.430	07/01/2005	37,000,000	36,997,070.79	8.31%
85799F003	State Street Repo	2.850		46	45.88	0.00%
					<b>243,981,207.18</b>	<b>54.78%</b>
					<b>445,354,619.27</b>	<b>100.00%</b>
					<b>75,924,072.78</b>	<b>ICT TP</b>
					<b>521,278,692.05</b>	<b>TOTAL ICT</b>

VOL. 82 Pg. 284

ICT GOVERNMENT CASH & AGENCY SECURITIES PORTFOLIO						
As of 7/31/2005						
CUSIP	Security Name	Coupon	Maturity	Quantity	Market Value	%MV
<b>Agency Bond</b>						
3133X4T43	FHLB FRN	3.265	09/12/2005	28,000,000	27,991,600.00	6.53%
31359MUU5	FNMA Nt FRN	2.990	10/03/2005	25,000,000	24,991,250.00	5.83%
31359MVM2	FNMA Nt	3.250	12/09/2005	25,000,000	24,989,000.00	5.83%
31359MVZ3	Fannie Mae Nt	3.090	02/06/2006	25,000,000	24,992,500.00	5.83%
3133X9QG8	Fed Home Loan Bank	3.230	06/02/2006	10,000,000	9,997,200.00	2.33%
3128X4DD0	FHLMC Nt	3.830	06/20/2006	8,000,000	7,962,480.00	1.86%
31359MYG2	FNMA Nt	4.000	08/08/2006	5,000,000	4,990,650.00	1.16%
3136F7FZ5	FNMA Nt	4.030	07/21/2006	5,000,000	4,992,200.00	1.16%
					<b>130,906,880.00</b>	<b>30.55%</b>
<b>Repurchase Agreement</b>						
85799F003	State Street Bank Repo	3.100	08/01/2005	1,203,000	1,202,689.23	0.28%
507295012	TRP Morgan Stanley Govt	3.310	08/01/2005	45,000,000	44,987,875.05	10.50%
507125023	TRP Goldman Sachs Govt	3.280	08/09/2005	75,000,000	74,980,104.58	17.50%
507075007	TRP BA Securities Govt	3.280	08/09/2005	75,000,000	74,980,070.42	17.50%
507295014	TRP JP Morgan Govt	3.300	08/01/2005	31,000,000	30,991,647.05	7.23%
507065009	TRP CS First Boston Govt	3.280	08/09/2005	35,000,000	34,991,905.56	8.16%
85799F003	State Street Repo	2.850		46	45.88	0.00%
					<b>262,134,337.76</b>	<b>61.17%</b>
<b>Short Term Agency</b>						
31403XGP4	FNMA Mortgage Backed DN	0.000	08/01/2005	10,000,000	9,998,172.20	2.33%
31403XKZ7	FNMA Mortgage Backed DN	0.000	08/01/2005	8,008,631	8,007,167.18	1.87%
313397KE0	FHLMC DN	0.000	08/09/2005	17,535,000	17,518,015.42	4.09%
					<b>35,523,354.81</b>	<b>8.29%</b>
					<b>428,564,572.57</b>	<b>100.00%</b>
					<b>86,719,709.17</b>	<b>ICT TP</b>
					<b>515,284,281.74</b>	<b>TOTAL ICT</b>



# Economic Commentary

July 2005

## Market Commentary

Prepared by Byron Gehlhardt, Portfolio Manager, MBIA Asset Management Group

### Market Commentary – Second Quarter GDP Growth Firmer Than Expected

The advance second quarter Gross Domestic Product (GDP) report was released on Friday and registered a healthy 3.4 percent increase. Highlights included a robust final sales figure and a marked drawdown of inventories which should help provide a lift to growth figures for the remainder of 2005. There was also a healthy increase in fixed investment by businesses and an improvement in the trade portion of the index (exports were up 12.6 percent annualized while imports were actually down). The core Personal Consumption Expenditure (PCE) index, an inflation indicator, was revised up from 1.5 percent to 2.0 percent for 2004, and the first quarter of 2005, the PCE reading was revised upward from 2.0 percent to 2.4 percent. The industrial sector also showed some surprising strength in July as new orders, production, and backlog indices all contributed to this acceleration in Midwest manufacturing.

What does all of this mean? You guessed it; further Federal Reserve rate hikes are likely to be on tap for the remainder of 2005. The market has adjusted its slightly dovish interest-rate tone and now fed funds futures contracts have adjusted to show an implied 100

percent chance of a 4.00 percent fed funds rate by the end of the year. The GDP story helped support Chairman Greenspan's assertion that output growth remains strong and that the Federal Open Market Committee (FOMC) can continue to remove "policy accommodation" at a measured pace without concern of putting undue pressure on the economy given current conditions.

The FOMC will meet again on August 9th, 2005. Economic statistics to watch in July are ISM Manufacturing (8/1), PCE Deflator (8/2), Employment Report (8/5), Nonfarm Productivity (8/9), Empire Manufacturing (8/15), CPI (8/16), Capacity Utilization (8/16), PPI (8/17), Leading Indicators (8/18), Durable Goods Orders (8/24), and GDP 2nd Quarter Preliminary (8/31)

As of July 31st, 2005, the Dow was up approximately 3.6 percent for the month (down 1.3 percent year to date), the NASDAQ was up 6.2 percent for the month (up 0.4 percent year to date) and the S&P 500 was up 3.6 percent for the month (up 1.86 percent year to date).

## Sector Review

**U.S. Treasuries:** The Treasury curve continued to trade quite richly for the balance of the month and yields slowly tracked upward as the market slowly began to price in further expected Fed rate hikes. Three-month bills were yielding 3.39 percent and six-month bills were yielding 3.67 percent at month-end. On the longer end of the curve, the two-year Treasury yielded 4.01 percent, the five-year note yielded 4.12 percent and the 10-year landed at 4.28 percent. In our Treasury portfolios, we are keeping our weighted average maturities short in anticipation of further Fed rate increases.

**Repurchase Agreements:** Overnight repurchase agreements (repo) started the month trading at 3.30 percent, dropped to a low of 3.18 percent and finished the month back at 3.30 percent. We expect repo to trade at 3.25 percent during the first week of the month and slowly edge towards 3.50 percent as most market participants believe that the Federal Reserve will increase the fed funds rate 25 basis points on August 9th.

**Commercial Paper:** Commercial paper supply continued to post a healthy gain and issues outstanding have increased by roughly 7

percent after a couple of years of declining issuance. Rates on commercial paper continued to climb in tandem with other front-end products, and relative value still lies in the one-month area. At the end of July, one-month commercial paper (top tier) was yielding 3.45 percent, three-month paper 3.56 percent, and six-month paper 3.75 percent.

**U.S. Government Agencies:** Agencies have remained largely out of the news recently as the Shelby Bill on government-sponsored enterprises (GSE) reform remains muddled in the Senate. The bill may not be brought to a final vote until 2006. At the end of the month, discount notes were trading around 3.27 percent for one-month paper, increasing to 3.48 percent for three-month securities, 3.78 percent for six-month securities, and 3.82 percent for one-year securities. In our agency portfolios, we continue to maintain short weighted average maturities as the measured pace of Fed hikes is expected to continue into the 3rd quarter and perhaps through the 4th quarter of 2005.

*The opinions expressed above are those of MBIA Asset Management and are subject to change without notice.*

VOL. 82 PG. 286

20

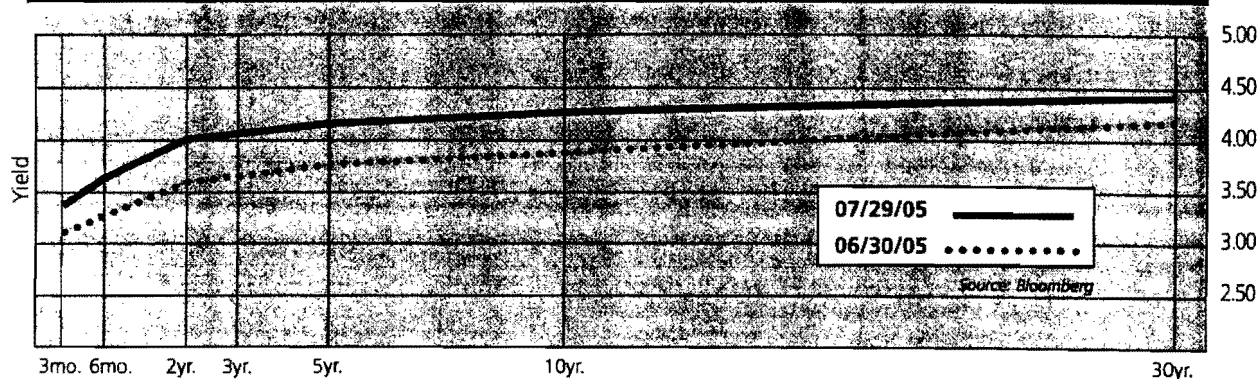
## Market Summary

Prepared by Jake Danaher, Portfolio Manager, MBIA Asset Management Group

### Monthly Market Summary – Week-ending Rates and Yields

	07/01	07/08	07/15	07/22	07/29	3rd QTD AVG	2nd QTR AVG	1st QTR AVG
<b>Overnight Rates</b>								
Effective Fed Funds	3.36	3.22	3.32	3.25	3.31	3.29	2.94	2.48
Repurchase Agreements	3.18	3.13	3.25	3.16	3.24	3.19	2.85	2.40
<b>Discount Rates</b>								
1 Month Treasury Bill	2.96	2.93	2.98	3.09	3.19	3.03	2.64	2.30
1 Month Agency Disc.	3.19	3.17	3.19	3.23	3.27	3.21	2.89	2.46
1 Month Com'l Paper	3.27	3.26	3.30	3.36	3.42	3.32	3.00	2.54
3 Month Treasury Bill	3.10	3.10	3.18	3.30	3.39	3.21	2.85	2.54
3 Month Agency Disc.	3.32	3.35	3.39	3.44	3.48	3.40	3.07	2.67
3 Month Com'l Paper	3.43	3.47	3.51	3.55	3.59	3.51	3.17	2.73
6 Month Treasury Bill	3.28	3.29	3.37	3.50	3.67	3.42	3.07	2.79
6 Month Agency Disc.	3.48	3.53	3.59	3.64	3.78	3.60	3.26	2.89
6 Month Com'l Paper	3.60	3.68	3.75	3.78	3.82	3.73	3.37	2.96
<b>Yields</b>								
1 Year Treasury	3.51	3.52	3.61	3.72	3.80	3.63	3.33	3.07
1 Year Agency	3.83	3.91	4.02	4.06	4.15	3.99	3.69	3.35
2 Year Treasury	3.76	3.78	3.86	3.92	4.02	3.87	3.66	3.45
2 Year Agency	3.95	3.96	4.08	4.11	4.21	4.06	3.88	3.67
5 Year Treasury	3.84	3.89	3.98	4.04	4.12	3.97	3.90	3.88
5 Year Agency	4.16	4.19	4.32	4.41	4.49	4.32	4.21	4.19

### Historical Yield Curve



### Key Economic Indicators

	For the Period	Date of Release	Expected	Actual	Prior
Unemployment Rate	June	07/08	5.1%	5.0%	5.1%
Consumer Price Index	June	07/14	0.2%	0.0%	-0.1%
- Less Food and Energy	June	07/14	0.2%	0.1%	0.1%
Consumer Confidence	July	07/26	106.3	103.2	106.2
FOMC Rate Decision		08/09	3.50%		3.25%
Gross Domestic Product	2QA	07/29	3.5%	3.4%	3.8%

**MBIA Asset Management Group**  
113 King Street  
Armonk, New York 10504  
Client Services: 1-800-395-5505  
www.MBIA.com

**MBIA**

Asset Management Group

VOL. 82 PG. 287

21



## Texas CLASS Daily Rates July 2005

For more information, call MBIA Asset Management at (800)395-5505  
Fax: (800)765-7600

# CLASS

<i>Date</i>	<i>Daily Rates</i>	<i>Annual Yield</i>
07/01/05	3.19%	3.24%
07/02/05	3.19%	3.24%
07/03/05	3.19%	3.24%
07/04/05	3.19%	3.24%
07/05/05	3.19%	3.24%
07/06/05	3.19%	3.24%
07/07/05	3.18%	3.23%
07/08/05	3.19%	3.24%
07/09/05	3.19%	3.24%
07/10/05	3.19%	3.24%
07/11/05	3.19%	3.24%
07/12/05	3.19%	3.24%
07/13/05	3.19%	3.24%
07/14/05	3.20%	3.25%
07/15/05	3.22%	3.27%
07/16/05	3.22%	3.27%
07/17/05	3.22%	3.27%
07/18/05	3.21%	3.26%
07/19/05	3.21%	3.26%
07/20/05	3.22%	3.27%
07/21/05	3.23%	3.28%
07/22/05	3.23%	3.28%
07/23/05	3.23%	3.28%
07/24/05	3.23%	3.28%
07/25/05	3.22%	3.27%
07/26/05	3.22%	3.28%
07/27/05	3.22%	3.27%
07/28/05	3.22%	3.28%
07/29/05	3.26%	3.31%
07/30/05	3.26%	3.31%
07/31/05	3.26%	3.31%
Average	3.21%	3.26%

Rates can vary over time. Past performance is no guarantee of future results.





## Texas CLASS Portfolio Holdings July 2005

For more information, call MBIA Asset Management at (800)395-5505  
Fax: (800)765-7600



Face Amount		Maturity Date	Yield/Rate	Value
<b>FEDERAL HOME LOAN MORTGAGE NOTES</b>				
\$30,000,000.00	Federal Home Loan Mortgage Notes	09/13/2005	3.21%	\$29,881,500.00
\$20,000,000.00	Federal Home Loan Mortgage Notes	11/15/2005	3.38%	\$19,794,600.00
\$20,000,000.00	Federal Home Loan Mortgage Notes	05/10/2006	3.80%	\$19,397,600.00
\$15,000,000.00	Federal Home Loan Mortgage Notes	07/07/2006	3.95%	\$14,442,450.00
<hr/> \$85,000,000.00 TOTAL FEDERAL HOME LOAN MORTGAGE NOTES				<hr/> \$83,516,150.00
<b>FEDERAL HOME LOAN BANK NOTES</b>				
\$50,000,000.00	Federal Home Loan Bank Notes	05/10/2006	3.17%	\$50,008,000.00
\$25,000,000.00	Federal Home Loan Bank Notes	06/15/2006	3.39%	\$24,944,250.00
<hr/> \$75,000,000.00 TOTAL FEDERAL HOME LOAN BANK NOTES				<hr/> \$74,952,250.00



For more information, call MBIA Asset Management at (800)395-5505  
Fax: (800)765-7600

**FEDERAL NATIONAL MORTGAGE ASSOCIATION NOTES**

\$24,000,000.00	Federal National Mortgage Association Notes	08/17/2005	3.14%	\$23,965,200.00
\$25,000,000.00	Federal National Mortgage Association Notes	06/15/2006	3.75%	\$24,674,500.00
\$50,000,000.00	Federal National Mortgage Association Notes	09/19/2005	3.02%	\$49,775,000.00
\$50,000,000.00	Federal National Mortgage Association Notes	05/09/2006	3.01%	\$50,006,500.00
\$25,000,000.00	Federal National Mortgage Association Notes	08/17/2005	3.35%	\$24,999,000.00
<hr/>				
\$174,000,000.00	<b>TOTAL FEDERAL NATIONAL MORTGAGE ASSOCIATION NOTES</b>			\$173,420,200.00

**FREDDIE MAC NOTES**

\$14,000,000.00	FREDDIE MAC Notes	05/05/2006	3.70%	\$13,867,420.00
\$10,000,000.00	FREDDIE MAC Notes	07/14/2006	4.06%	\$9,812,700.00
<hr/>				
\$24,000,000.00	<b>TOTAL FREDDIE MAC NOTES</b>			\$23,680,120.00

**MUNICIPAL**

\$11,600,000.00	Dallas Area Rapid Transit	09/06/2005	3.44%	\$11,600,000.00
-----------------	------------------------------	------------	-------	-----------------



For more information, call MBIA Asset Management at (800)395-5505  
Fax: (800)765-7600

#### MUNICIPAL

\$27,000,000.00	Texas Pub Fin Auth	08/02/2005	3.15%	\$27,000,000.00
\$10,000,000.00	Texas Public Finance Authority	12/15/2005	3.23%	\$9,948,400.00
<hr/>				
\$48,600,000.00	TOTAL MUNICIPAL			\$48,548,400.00

#### COMMERCIAL PAPER

\$55,700,000.00	Apresco Inc	08/01/2005	3.33%	\$55,700,000.00
\$25,000,000.00	Transamerica Asset Fndg	08/23/2005	3.50%	\$24,947,750.00
\$62,604,000.00	Thunder Bay Funding	08/01/2005	3.33%	\$62,604,000.00
\$17,324,000.00	Three Pillars Funding Corp.	08/10/2005	3.36%	\$17,309,447.84
\$47,792,000.00	Three Pillars Funding Corp.	08/01/2005	3.33%	\$47,792,000.00
\$50,000,000.00	Sigma Finance CP	11/15/2005	3.35%	\$49,461,000.00
\$90,000,000.00	Rabobank Nederland	08/01/2005	3.33%	\$90,000,000.00
\$50,000,000.00	Public Square II CP	08/01/2005	3.36%	\$50,000,000.00
\$33,485,000.00	Perry Global LLC Series A CP	08/18/2005	3.43%	\$33,485,000.00
\$25,000,000.00	Mont Blanc Capital Corp	08/08/2005	3.34%	\$24,984,000.00



For more information, call MBIA Asset Management at (800)395-5505  
Fax: (800)765-7600

**COMMERCIAL PAPER**

\$90,000,000.00	UBS Finance (DE) Inc.	08/01/2005	3.28%	\$90,000,000.00
\$19,500,000.00	Apreco Inc	08/02/2005	3.32%	\$19,498,050.00
\$90,000,000.00	Aspen Funding Corp.	08/01/2005	3.35%	\$90,000,000.00
\$25,151,000.00	Atlantis One Funding Corp	09/14/2005	3.49%	\$25,043,102.21
\$23,097,000.00	Atomium Funding Corp	08/15/2005	3.40%	\$23,066,280.99
\$20,000,000.00	Atomium Funding Corp	08/25/2005	3.50%	\$19,953,600.00
\$25,000,000.00	Atomium Funding Corp	09/22/2005	3.48%	\$24,871,250.00
\$90,000,000.00	BP Capital Markets Plc	08/01/2005	3.33%	\$90,000,000.00
\$35,000,000.00	Bank of America Corp	08/09/2005	3.22%	\$34,974,100.00
\$20,000,000.00	Mane Funding Corp	08/19/2005	3.44%	\$19,966,000.00
\$75,000,000.00	Kitty Hawk Funding Corp	08/01/2005	3.32%	\$75,000,000.00
\$20,000,000.00	Greyhawk Funding LLC	08/17/2005	3.45%	\$19,969,800.00
\$70,000,000.00	Goldman Sachs	02/08/2006	3.31%	\$70,000,000.00
\$53,952,000.00	Fountain Square Comm'l Fundng	08/01/2005	3.32%	\$53,952,000.00
\$37,000,000.00	EBURY Finance LLP	08/09/2005	3.36%	\$36,972,250.00



For more information, call MBIA Asset Management at (800)395-5505  
Fax: (800)765-7600

**COMMERCIAL PAPER**

\$25,000,000.00	Dexia Delaware LLC	08/05/2005	3.31%	\$24,990,750.00
\$27,000,000.00	DEPFA BANK	12/05/2005	3.62%	\$26,655,210.00
\$50,000,000.00	Barton Capital Corp	08/05/2005	3.32%	\$49,981,500.00
\$18,366,000.00	Beta Finance	08/15/2005	3.42%	\$18,341,756.88
\$41,000,000.00	Corporate Asset Funding	08/04/2005	3.32%	\$40,988,520.00
\$50,000,000.00	Corporate Asset Funding	08/05/2005	3.33%	\$49,981,500.00
\$63,000,000.00	Chesham Finance LLC	08/01/2005	3.34%	\$63,000,000.00
\$30,000,000.00	Chesham Finance LLC	08/05/2005	3.34%	\$29,988,900.00
\$40,000,000.00	Citigroup Inc.	11/28/2005	3.32%	\$40,001,600.00

---

**\$1,494,971,000.00 TOTAL COMMERCIAL PAPER**

---

**\$1,493,479,367.92**

---

**\$1,901,571,000.00 TOTAL INVESTMENTS**

---

**\$1,897,596,487.92**



## *Notes*

### *July 2005*

For more information, call MBIA Asset Management at (800)395-5505  
Fax: (800)765-7600

You may now view and print your Participant Profile on Client Connection. Under Summaries and Reports, click on Statement Reports and then Participant Profile. Follow instructions to make revisions to your Participant information.

As a registered investment adviser, we are required to furnish you with a copy of our ADV Part II of the SEC registration form. If you would like a copy of this form, please contact us at 800-395-5505.

The following information is provided in accordance with Texas state statute 2256.0016. As of July 31, 2005, the portfolio contained the following securities by type:

US Government Agency Bond - 3.85%, US Commercial Paper - 69.92%, US Commercial Paper Floating Rate Note - 8.41%, US Government Agency Discount Note - 8.71%, US Government Agency Floating Rate Note - 6.56%, Taxable Municipal Bond - 2.55%

The portfolio is marked to market at the end of each business day.

Current information can be provided to you by calling your Client Service Representative at 1-800-395-5505.

Market Value at 07/31/2005 -	\$1,897,596,487.92
Amortized Cost at 07/31/2005 -	\$1,898,301,610.39
Difference -	(\$705,122.47)

The current LOC for the portfolio is \$5,000,000.

The NAV on 07/31/2005 is equal to 1.00

Dollar Weighted Average Maturity - 32 days  
The final maturity dates of all securities were less than one year.

The custodial bank for Texas CLASS is Wells Fargo, TX.



For more information, call MBIA Asset Management at (800)395-5505  
Fax: (800)765-7600

The portfolio manager of MBIA Capital Management Corp, sub-advisor for Texas CLASS, is Byron Gehlhardt.

There were no changes to the Third Amended and Restated Trust Agreement.

For the month of July 2005, MBIA Municipal Investors Service Corporation, in its role as Program Administrator, accrued fees of \$116,818 based on average assets for Texas CLASS of \$1,964,907,278. The fee is accrued on a daily basis by multiplying the value of the investment property as determined each day by the fee rate of 20 basis points (.0020) divided by 365 Days. MBIA reserves the right to abate fees listed in the Third Amended and Restated Trust Agreement. The monthly fee is the sum of all daily fee accruals for the month of July. The fee is paid monthly upon notification to the custodial bank. As of August 1, 2005 the fee was 7 basis points.

MBIA Asset Management Client Services will be closed on Monday, September 5th in observance of Labor Day.

30

# FY 2005 Investment Recap Report

Total All Securities All Funds

\$0.00 Interest Received This Month  
 \$0.00 Principal Received This Month  
 \$2,470,858.75 Change In Book Value This Month vs. Last Month  
 \$2,472,650.00 Change In Market Value This Month vs. Last Month  
 \$0.00

									Unrealized Life of Sec.	Unrealized
									Incl all Interest	Market vs Book
									Gain/(Loss)	Gain/(Loss)
History	Original Price	Accretion(Decretion)	Book Value	7/31/2005	7/29/2005	Received Interest	Accrued Interest	0		
FY 04 September 2004	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05 October 2004	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05 November 2004	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05 December 2004	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05 January 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05 February 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05 March 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05 April 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05 May 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05 June 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05 July 2005	\$2,470,858.75	\$1,145.84	\$2,470,858.75	\$2,470,858.75	\$2,472,650.00	\$0.00	\$0.00	\$0.00	\$1,791.25	\$1,791.25
FY 05 August 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05 September 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

The County's Maintains a passive Investment strategy.

With interest rates as they are, with safety in mind, diversification is taking a higher priority than that of yield.

VOL. 82 PG. 296



FY 2005 Investment Report

Vocabulary

Accretion	The process to increase book value to equal original face value. (Discount)
Accrued Interest	Interest Due County but not paid until next coupon date.
Decretion	The process to decrease book value to equal original face value. (Premium)
Unrealized Gain/(Loss)	The value of the security held <u>IF</u> it was sold on a particular date.
Book Value	What your books show the value of the security is.
Market Value	What the liquidation value is.

Broker	First Southwest
Custp #	313385MJ2
Purchases Date	7/11/2005
Matures	9/30/2005
Price	\$99.24400000
Discount	3.36%
Yield	3.4330%
Quantity	\$1,000,000.00

Federal Home Loan Note

Purchases \$1,000,000.00 @ 99.244% = \$992,440.00

Interest Paid At Maturity

\$0.00 Interest Received This Month	\$992,440.00 Change in Book Value This Month vs. Last Month
\$0.00 Principal Received This Month	\$994,400.00 Change in Market Value This Month vs. Last Month

313385MJ2		7/31/2005						Unrealized Life of Sec.	Unrealized
History		Original Price	Accretion(Decretion)	Book Value	Market Value	Received Interest	Accrued Interest	Incl all Interest	Market vs Book
								Gain/(Loss)	Gain/(Loss)
FY 04	September 2004	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05	October 2004	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05	November 2004	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05	December 2004	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05	January 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05	February 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05	March 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05	April 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05	May 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05	June 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05	July 2005	\$992,440.00	\$0.00	\$992,440.00	\$994,400.00	\$0.00	\$0.00	\$1,960.00	\$1,960.00
FY 05	August 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05	September 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

The County's Maintains a passive Investment strategy.  
With interest rates as they are, with safety in mind, diversification is taking a higher priority than that of yield.

31  
Vol. 82 Pg. 297

FY 2005 Investment Report

Vocabulary

Accretion	The process to increase book value to equal original face value. (Discount)
Accrued Interest	Interest Due County but not paid until next coupon date.
Decretion	The process to decrease book value to equal original face value. (Premium)
Unrealized Gain/(Loss)	The value of the security held <u>IF</u> it was sold on a particular date.
Book Value	What your books show the value of the security is.
Market Value	What the liquidation value is.

Broker	First Southwest
Cusip #	313397RB9
Purchases Date	7/11/2005
Matures	12/28/2005
Price	\$98.35713889
Discount	3.48%
Yield	3.59%
Quantity	\$500,000.00

Federal Home Loan Note

Purchases \$500,000.00 @ 98.35713889% = \$491,785.69

Interest Paid At Maturity

\$0.00 Interest Received This Month

\$492,550.00 Change In Book Value This Month vs. Last Month

\$0.00 Principal Received This Month

\$491,785.69 Change In Market Value This Month vs. Last Month

313397RB9								Unrealized Life of Sec.	Unrealized
History								Incl all Interest	Market vs Book
		Original Price	Accretion(Decretion)	Book Value	Market Value	Received Interest	Accrued Interest	Gain/(Loss)	Gain/(Loss)
FY 04	September 2004	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05	October 2004	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05	November 2004	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05	December 2004	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05	January 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05	February 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05	March 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05	April 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05	May 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05	June 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05	July 2005	\$491,785.69	\$0.00	\$491,785.69	\$492,550.00	\$0.00	\$0.00	\$764.31	\$764.31
FY 05	August 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 05	September 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

The County's Maintains a passive Investment strategy.

With interest rates as they are, with safety in mind, diversification is taking a higher priority than that of yield.

82 VOL. 82 PG. 298

32

## 33

Accretion	The process to increase book value to equal original face value. (Discount)
Accrued Interest	Interest Due County but not paid until next coupon date.
Decretion	The process to decrease book value to equal original face value. (Premium)
Unrealized Gain/(Loss)	The value of the security held <u>IF</u> it was sold on a particular date.
Book Value	What your books show the value of the security is.
Market Value	What the liquidation value is.

## Federal Home Loan Note

First IPD 12/30/05

**\$486,923.06 Change in Book Value This Month vs. Last Month**

**\$487,250.00 Change in Market Value This Month vs. Last Month**

REVOL. 82 PG. 299

With interest rates as they are, with safety in mind, diversification is taking a higher priority than that of yield.

FY 2005 Investment Report

34

Vocabulary

Accretion	The process to increase book value to equal original face value. (Discount)
Accrued Interest	Interest Due County but not paid until next coupon date.
Decretion	The process to decrease book value to equal original face value. (Premium)
Unrealized Gain/(Loss)	The value of the security held <u>IF</u> it was sold on a particular date.
Book Value	What your books show the value of the security is.
Market Value	What the liquidation value is.

Broker	Seattle-Northwest
Cusip #	3133XCCG6
Purchases Date	7/11/2005
Matures	6/30/2006
Price	\$99.9420
Coupon	3.75%
Yield	3.81%
Quantity	\$500,000.00

Federal Home Loan Note

Purchases \$500,000.00 @ 99.942% = \$499,710.00 plus Interest \$572.92 = \$500,282.92  
First IPD 12/30/05

\$0.00 Interest Received This Month                      \$499,710.00 Change in Book Value This Month vs. Last Month  
\$0.00 Principal Received This Month                      \$498,450.00 Change in Market Value This Month vs. Last Month

3133XCCG6		7/31/2005						Unrealized Life of Sec.	Unrealized
History		Original Price	Accretion(Decretion)	Book Value	Market Value	Received Interest	Accrued Interest	Incl all Interest Gain/(Loss)	Market vs Book Gain/(Loss)
FY 03	September 2004	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 04	October 2004	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 04	November 2004	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 04	December 2004	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 04	January 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 04	February 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 04	March 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 04	April 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 04	May 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 04	June 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 04	July 2005	\$499,710.00	\$572.92	\$499,710.00	\$498,450.00	\$0.00	\$0.00	(\$1,260.00)	(\$1,260.00)
FY 04	August 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 04	September 2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

The County's Maintains a passive Investment strategy.  
With interest rates as they are, with safety in mind, diversification is taking a higher priority than that of yield.

Vol. 82 Pg. 300

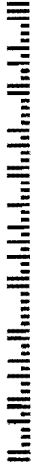


Wells Fargo Brokerage Services, LLC  
GILBERT RAMON  
1000 LOUISIANA, SUITE 650  
HOUSTON, TX 77002  
(713)319-1114

Wells Fargo Brokerage Services, LLC  
Institutional Brokerage & Sales  
MAC N9303-050, Suite 500  
608 Second Avenue South  
Minneapolis, MN 55479



TOM GREEN COUNTY  
ATTN MS DIANNA M SPIEKER  
112 W BEAUREGARD AVE  
SAN ANGELO TX 76903-5835



Your Investment Account(s)

TOM GREEN COUNTY  
ATTN MS DIANNA M SPIEKER

Account Number  
12849899

Account Value Summary

This Statement Period 07/01/2005 - 07/29/2005	Amount Last Statement Period	Amount This Statement Period	% Portfolio	This summary does not reflect the value of unpriced securities or overnight repurchase agreements
Cash	\$ 0.00	\$ 0.00	0%	
Money Market Mutual Funds	0.00	0.00	0%	
Bonds	0.00	2,472,650.00	100%	
Stocks	0.00	0.00	0%	
Mutual Funds	0.00	0.00	0%	
Unit Investment Trusts	0.00	0.00	0%	
Other	0.00	0.00	0%	
Total Account Value	\$ 0.00	\$ 2,472,650.00	100%	
Value Change Since Last Statement Period		\$ N/A		
Percent Since Last Statement Period		N/A		
Value Last Year-End		\$ N/A		
Percent Increase Since Last Year-End		N/A		

Income Summary

	This Period	Year-To-Date
Interest	\$ 0.00	\$ 0.00
Dividends/Capital Gains	0.00	0.00
Money Market Mutual Funds Dividends	0.00	0.00
Other	0.00	0.00
Income Total	\$ 0.00	\$ 0.00

Money Market Mutual Funds Summary

Description	Amount
Opening Balance	\$ 0.00
Deposits and Other Additions	0.00
Distributions and Other Subtractions	0.00
Income Earned	0.00
Closing Balance	\$ 0.00

Investments: • NOT FDIC Insured • May lose value • No bank guarantee  
Although all figures shown are believed to be accurate, statement data should not be used for tax purposes.  
Rely only on year-end tax forms when preparing your return.

VOL. 82 PG. 301

TOM GREEN COUNTY  
Account Number: 12849899

Statement Ending: July 29, 2005  
Page 3 of 3

**Daily Account Activity**

Your investment transactions during this statement period.

Transaction / Settlement /		Activity	CUSIP	Description	Par / Quantity	Price	Principal Amount	Income Amount	Debit / Credit Amount
Trade Date	Effective Date								
Transaction Activity									
07/07/05	07/11/05	Purchased	3133XCCG6	FED HOME LOAN NOTE	500,000.00	99.9420000	(499,710.00)	(572.92)	(500,282.92)
07/07/05	07/11/05	Purchased	313385MJ2	FED HOME LOAN DISCOUNT NOTE	1,000,000.00	99.2440000	(992,440.00)	0.00	(992,440.00)
07/07/05	07/11/05	Purchased	313397RB9	FREDDIE MAC DISCOUNT NOTE	500,000.00	98.3571380	(491,785.69)	0.00	(491,785.69)
07/07/05	07/11/05	Purchased	313589UY7	FANNIE MAE DISCOUNT NOTE	500,000.00	97.3846120	(486,923.06)	0.00	(486,923.06)

**Cash Activity**

Transaction / Settlement /		Activity	Description	Debit Amount / Disbursements	Credit Amount / Receipts
Trade Date	Eff. Date				
07/11/05	07/11/05	Cash Receipt	DDA RECEIPT		992,440.00
07/11/05	07/11/05	Cash Receipt	DDA RECEIPT		491,785.69
07/11/05	07/11/05	Cash Receipt	DDA RECEIPT		486,923.06
07/11/05	07/11/05	Cash Receipt	DDA RECEIPT		500,282.92

**Portfolio Holdings** Your security positions are held at Wells Fargo Brokerage Services, LLC

See important information regarding security pricing on Page 2

CUSIP	Description	Maturity Date	Coupon	Current Par / Original Par	Market Price*	Market Value	Par / Quantity Pledged**	Callable
<b>Bonds</b>								
313385MJ2	FED HOME LOAN DISCOUNT NOTE	09/30/05	0.000%	1,000,000.000	99.440	994,400.00		N
313397RB9	FREDDIE MAC DISCOUNT NOTE	12/28/05	0.000%	500,000.000	98.510	492,550.00		N
313589UY7	FANNIE MAE DISCOUNT NOTE	03/31/06	0.000%	500,000.000	97.450	487,250.00		N
3133XCCG6	FED HOME LOAN NOTE	06/30/06	3.750%	500,000.000	99.690	498,450.00		N
				2,500,000.000		2,472,650.00	0.00	

\*Prices are provided as a guide to determine portfolio value. Some prices are provided by outside sources and may be approximations. All Certificates of Deposit (CDs) are priced as if held to maturity. Early liquidation may result in a lower value. For more specific values, call your Wells Fargo investment representative.

\*\*Total amount that is pledged to or held for another party or parties. Refer to the Pledge Detail Report for more information.

# Trolinger Investments

Sally Hunter Trolinger Estate  
County Court Cause No. OOP542  
County Clerk Records Volume 401 Beginning Page 621

Various oil, gas and mineral royalty interests were willed to Tom Green County to be used for the Library of Tom Green County.

Only working interest is the Yates Field, which is continuing to produce positive cash flow.

These holdings will be held until such time as the Commissioners' Court deems it prudent to divest said holdings.

An itemized listing of Inventory will be included annually beginning with the January 2004 Treasurer's Report.

**FY06 Effective 10/01/05  
Grade/Step Semi-Monthly Table**

Prepared by County Treasurer

Percentage		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
	1	2	3	4	5	6	7	8	9	10	11	12
5.00%	1	448.26	459.46	470.95	482.72	494.79	507.16	519.84	532.84	546.16	559.81	573.81
5.00%	2	470.67	482.44	494.50	506.86	519.53	532.52	545.83	559.48	573.46	587.80	602.50
5.00%	3	494.20	506.56	519.22	532.20	545.51	559.14	573.12	587.45	602.14	617.19	632.62
5.00%	4	518.91	531.89	545.18	558.81	572.78	587.10	601.78	616.82	632.24	648.05	664.25
5.00%	5	544.86	558.48	572.44	586.75	601.42	616.46	631.87	647.66	663.86	680.45	697.46
5.00%	6	572.10	586.40	601.06	616.09	631.49	647.28	663.46	680.05	697.05	714.48	732.34
5.00%	7	600.71	615.72	631.12	646.89	663.07	679.64	696.63	714.05	731.90	750.20	768.95
5.00%	8	630.74	646.51	662.67	679.24	696.22	713.63	731.47	749.75	768.50	787.71	807.40
5.00%	9	662.28	678.84	695.81	713.20	731.03	749.31	768.04	787.24	806.92	827.09	847.77
5.00%	10	695.39	712.78	730.60	748.86	767.58	786.77	806.44	826.60	847.27	868.45	890.16
5.00%	11	730.16	748.42	767.13	786.30	805.96	826.11	846.76	867.93	889.63	911.87	934.67
5.00%	12	766.67	785.84	805.48	825.62	846.26	867.42	889.10	911.33	934.11	957.47	981.40
5.00%	13	805.00	825.13	845.76	866.90	888.57	910.79	933.56	956.90	980.82	1,005.34	1,030.47
5.00%	14	845.25	866.38	888.04	910.25	933.00	956.33	980.23	1,004.74	1,029.86	1,055.61	1,082.00
5.00%	15	887.52	909.70	932.45	955.76	979.65	1,004.14	1,029.25	1,054.98	1,081.35	1,108.39	1,136.10
5.00%	16	931.89	955.19	979.07	1,003.55	1,028.63	1,054.35	1,080.71	1,107.73	1,135.42	1,163.81	1,192.90
5.00%	17	978.49	1,002.95	1,028.02	1,053.72	1,080.07	1,107.07	1,134.74	1,163.11	1,192.19	1,222.00	1,252.55
5.00%	18	1,027.41	1,053.10	1,079.42	1,106.41	1,134.07	1,162.42	1,191.48	1,221.27	1,251.80	1,283.10	1,315.17
5.00%	19	1,078.78	1,105.75	1,133.39	1,161.73	1,190.77	1,220.54	1,251.06	1,282.33	1,314.39	1,347.25	1,380.93
5.00%	20	1,132.72	1,161.04	1,190.06	1,219.82	1,250.31	1,281.57	1,313.61	1,346.45	1,380.11	1,414.61	1,449.98
5.00%	21	1,189.36	1,219.09	1,249.57	1,280.81	1,312.83	1,345.65	1,379.29	1,413.77	1,449.12	1,485.34	1,522.48
5.00%	22	1,248.82	1,280.05	1,312.05	1,344.85	1,378.47	1,412.93	1,448.25	1,484.46	1,521.57	1,559.61	1,598.60
5.00%	23	1,311.27	1,344.05	1,377.65	1,412.09	1,447.39	1,483.58	1,520.67	1,558.68	1,597.65	1,637.59	1,678.53
5.00%	24	1,376.83	1,411.25	1,446.53	1,482.69	1,519.76	1,557.76	1,596.70	1,636.62	1,677.53	1,719.47	1,762.46
5.00%	25	1,445.67	1,481.81	1,518.86	1,556.83	1,595.75	1,635.64	1,676.53	1,718.45	1,761.41	1,805.44	1,850.58
5.00%	26	1,517.95	1,555.90	1,594.80	1,634.67	1,675.54	1,717.43	1,760.36	1,804.37	1,849.48	1,895.72	1,943.11
5.00%	27	1,593.85	1,633.70	1,674.54	1,716.40	1,759.31	1,803.30	1,848.38	1,894.59	1,941.95	1,990.50	2,040.26
5.00%	28	1,673.54	1,715.38	1,758.27	1,802.22	1,847.28	1,893.46	1,940.80	1,989.32	2,039.05	2,090.03	2,142.28
5.00%	29	1,757.22	1,801.15	1,846.18	1,892.34	1,939.64	1,988.13	2,037.84	2,088.78	2,141.00	2,194.53	2,249.39
5.00%	30	1,845.08	1,891.21	1,938.49	1,986.95	2,036.63	2,087.54	2,139.73	2,193.22	2,248.05	2,304.26	2,361.86
5.00%	31	1,937.34	1,985.77	2,035.41	2,086.30	2,138.46	2,191.92	2,246.72	2,302.88	2,360.46	2,419.47	2,479.95
5.00%	32	2,034.20	2,085.06	2,137.18	2,190.61	2,245.38	2,301.51	2,359.05	2,418.03	2,478.48	2,540.44	2,603.95
5.00%	33	2,135.91	2,189.31	2,244.04	2,300.15	2,357.65	2,416.59	2,477.00	2,538.93	2,602.40	2,667.46	2,734.15
5.00%	34	2,242.71	2,298.78	2,356.25	2,415.15	2,475.53	2,537.42	2,600.86	2,665.88	2,732.52	2,800.84	2,870.86
5.00%	35	2,354.84	2,413.72	2,474.06	2,535.91	2,599.31	2,664.29	2,730.90	2,799.17	2,869.15	2,940.88	3,014.40



# FY06 Effective 10/01/05 Grade/Step Semi-Monthly Table

Prepared by County Treasurer

ge	2.50% 13	2.50% 14	2.50% 15	2.50% 16	2.50% 17	2.50% 18	2.50% 19	2.50% 20	2.50% 21	2.50% 22	2.50% 23	2.50% 24	-100.00% 25
1	602.85	617.93	633.37	649.21	665.44	682.07	699.13	716.60	734.52	752.88	771.70	791.00	810.77
2	633.00	648.82	665.04	681.67	698.71	716.18	734.08	752.43	771.25	790.53	810.29	830.55	851.31
3	664.65	681.26	698.29	715.75	733.65	751.99	770.79	790.06	809.81	830.05	850.80	872.07	893.88
4	697.88	715.33	733.21	751.54	770.33	789.59	809.33	829.56	850.30	871.56	893.34	915.68	938.57
5	732.77	751.09	769.87	789.12	808.84	829.07	849.79	871.04	892.81	915.13	938.01	961.46	985.50
6	769.41	788.65	808.36	828.57	849.29	870.52	892.28	914.59	937.45	960.89	984.91	1,009.54	1,034.77
7	807.88	828.08	848.78	870.00	891.75	914.05	936.90	960.32	984.33	1,008.93	1,034.16	1,060.01	1,086.51
8	848.28	869.48	891.22	913.50	936.34	959.75	983.74	1,008.33	1,033.54	1,059.38	1,085.87	1,113.01	1,140.84
9	890.69	912.96	935.78	959.18	983.16	1,007.73	1,032.93	1,058.75	1,085.22	1,112.35	1,140.16	1,168.66	1,197.88
10	935.23	958.61	982.57	1,007.14	1,032.31	1,058.12	1,084.57	1,111.69	1,139.48	1,167.97	1,197.17	1,227.10	1,257.77
11	981.99	1,006.54	1,031.70	1,057.49	1,083.93	1,111.03	1,138.80	1,167.27	1,196.46	1,226.37	1,257.03	1,288.45	1,320.66
12	1,031.09	1,056.86	1,083.28	1,110.37	1,138.13	1,166.58	1,195.74	1,225.64	1,256.28	1,287.68	1,319.88	1,352.87	1,386.70
13	1,082.64	1,109.71	1,137.45	1,165.88	1,195.03	1,224.91	1,255.53	1,286.92	1,319.09	1,352.07	1,385.87	1,420.52	1,456.03
14	1,136.77	1,165.19	1,194.32	1,224.18	1,254.78	1,286.15	1,318.31	1,351.26	1,385.05	1,419.67	1,455.16	1,491.54	1,528.83
15	1,193.61	1,223.45	1,254.04	1,285.39	1,317.52	1,350.46	1,384.22	1,418.83	1,454.30	1,490.66	1,527.92	1,566.12	1,605.27
16	1,253.29	1,284.62	1,316.74	1,349.66	1,383.40	1,417.98	1,453.43	1,489.77	1,527.01	1,565.19	1,604.32	1,644.43	1,685.54
17	1,315.96	1,348.85	1,382.58	1,417.14	1,452.57	1,488.88	1,526.11	1,564.26	1,603.36	1,643.45	1,684.53	1,726.65	1,769.81
18	1,381.75	1,416.30	1,451.70	1,488.00	1,525.20	1,563.33	1,602.41	1,642.47	1,683.53	1,725.62	1,768.76	1,812.98	1,858.30
19	1,450.84	1,487.11	1,524.29	1,562.40	1,601.46	1,641.49	1,682.53	1,724.59	1,767.71	1,811.90	1,857.20	1,903.63	1,951.22
20	1,523.38	1,561.47	1,600.50	1,640.52	1,681.53	1,723.57	1,766.66	1,810.82	1,856.09	1,902.50	1,950.06	1,998.81	2,048.78
21	1,599.55	1,639.54	1,680.53	1,722.54	1,765.61	1,809.75	1,854.99	1,901.37	1,948.90	1,997.62	2,047.56	2,098.75	2,151.22
22	1,679.53	1,721.52	1,764.56	1,808.67	1,853.89	1,900.23	1,947.74	1,996.43	2,046.34	2,097.50	2,149.94	2,203.69	2,258.78
23	1,763.51	1,807.59	1,852.78	1,899.10	1,946.58	1,995.25	2,045.13	2,096.26	2,148.66	2,202.38	2,257.44	2,313.87	2,371.72
24	1,851.68	1,897.97	1,945.42	1,994.06	2,043.91	2,095.01	2,147.38	2,201.07	2,256.09	2,312.50	2,370.31	2,429.57	2,490.31
25	1,944.27	1,992.87	2,042.69	2,093.76	2,146.11	2,199.76	2,254.75	2,311.12	2,368.90	2,428.12	2,488.82	2,551.05	2,614.82
26	2,041.48	2,092.52	2,144.83	2,198.45	2,253.41	2,309.75	2,367.49	2,426.68	2,487.34	2,549.53	2,613.27	2,678.60	2,745.56
27	2,143.55	2,197.14	2,252.07	2,308.37	2,366.08	2,425.23	2,485.86	2,548.01	2,611.71	2,677.00	2,743.93	2,812.53	2,882.84
28	2,250.73	2,307.00	2,364.67	2,423.79	2,484.39	2,546.50	2,610.16	2,675.41	2,742.30	2,810.85	2,881.13	2,953.15	3,026.98
29	2,363.27	2,422.35	2,482.91	2,544.98	2,608.61	2,673.82	2,740.67	2,809.18	2,879.41	2,951.40	3,025.18	3,100.81	3,178.33
30	2,481.43	2,543.47	2,607.05	2,672.23	2,739.04	2,807.51	2,877.70	2,949.64	3,023.38	3,098.97	3,176.44	3,255.85	3,337.25
31	2,605.50	2,670.64	2,737.41	2,805.84	2,875.99	2,947.89	3,021.58	3,097.12	3,174.55	3,253.92	3,335.26	3,418.64	3,504.11
32	2,735.78	2,804.17	2,874.28	2,946.13	3,019.79	3,095.28	3,172.66	3,251.98	3,333.28	3,416.61	3,502.03	3,589.58	3,679.32
33	2,872.57	2,944.38	3,017.99	3,093.44	3,170.78	3,250.05	3,331.30	3,414.58	3,499.94	3,587.44	3,677.13	3,769.06	3,863.28
34	3,016.19	3,091.60	3,168.89	3,248.11	3,329.31	3,412.55	3,497.86	3,585.31	3,674.94	3,766.81	3,860.98	3,957.51	4,056.45
35	3,167.00	3,246.18	3,327.33	3,410.52	3,495.78	3,583.17	3,672.75	3,764.57	3,858.69	3,955.15	4,054.03	4,155.38	4,259.27