

Tom Green County Commissioners' Court
January 10th, 2006

The Commissioners' Court of Tom Green County, Texas, met in Regular Session January 10th, 2006. 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 Mike Brown called the meeting to order at 8:47 AM.
2. Commissioner Steve Floyd offered the invocation. Pledge of Allegiance to the United States and the Texas Flags were recited.

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

A. Approved the Minutes of the Meetings from December 20th, 2005 and from the Emergency Meeting on December 30th, 2005.

B. Approved the Minutes of Accounts Allowable (Bills)
from December 21st, 2005 through January 10th, 2006, in the amount of \$
1,704,618.95. (Recorded with these Minutes.)

Approved the Purchase Orders
from December 26th – 30th, 2005 in the amount of \$21,724.91 and
from January 2nd – 6th, 2006 in the amount of \$23,454.45.

C. Personnel Actions as presented:

The following salary expenditures are being presented for your *Approval*:

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	<u>GRADE /STEP</u>	<u>SALARY</u>	<u>SUPP/CAR ALLOW</u>
Davis, Amy E.	District Attorney	New Hire	1-03-06	N/A	\$6.95/Hour	
Espinosa, Rosemary	Jail	New Hire	1-03-06	16/1	\$931.89 S/M	
Fiveash, William J.	Sheriff	Promotion	1-04-06	23/1	\$1311.27 S/M	
Lewis, Charlotte J.	Library	New Hire	1-09-06	N/A	\$1041.67 S/M	
Routh, Matthew W.	Sheriff	Transfer	1-05-06	19/4	\$1161.73 S/M	
Saucedo, Joyce	Elections	Promotion	12-27-05	10/1	\$695.39 S/M	
Fowler, Lori A.	JP#3	Salary Increase	1-16-06	N/A	\$6.30/Hour	
Chapman, Coy M.	Jail	New Hire	12-19-05	16/1	\$931.89 S/M	

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

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	<u>GRADE /STEP</u>	<u>SALARY</u>	<u>SUPP/CAR ALLOW</u>
Barton, Corey E.	R&B 2/4	Resignation	12-15-05	15/1	\$887.52 S/M	
Paxson, Marc	District Attorney	Resignation	12-06-05	N/A	\$6.95/Hour	
Sailer, Lockie H.	Sheriff's Office	Resignation	1-02-06	23/2	\$1344.05 S/M	\$25.00 S/M
Williams, Katherine I.	Library	Resignation	12-27-05	N/A	\$6.15/Hour	

Munoz, Adrian S.	Jail	Resignation	1-09-06	16/1	\$931.89 S/M
Duncan, Jerry D.	Juvenile Probation	Resignation	12-30-05	N/A	\$1259.76 S/M
Bible, Craig E.	Juvenile Probation	Resignation	1-02-06	N/A	\$1150.55 S/M
Jones, Bradley J.	Jail	Resignation	12-28-05	16/1	\$931.89 S/M
Wilkins, Amy L.	CSCD	Salary Increase	01-01-06	N/A	\$1173.16 S/M
Antu, Mary de Leon	CSCD	Transfer	01-16-06	N/A	\$1310.17 S/M
Teters, Joyce L.	JP #2	Resignation	12-28-05	N/A	\$6.30/Hour
Sandoval, Maryscella	Custodial Services	Resignation	12-30-05	N/A	\$5.75/Hour

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

- D. Accepted the December 2005, Fee Collection Report by Justice of the Peace Precinct 1,2,3 & 4, pursuant to Section 114.044 of the Local Government Code as a matter of record. (Filed in the County Clerk's Office for Review)

The motion passed 5-0.

- 5. **Commissioner Bookter moved to approve the acceptance of the Loan Star Libraries Grant in the amount of \$9,506.00, as presented and authorize the County Judge to sign the necessary papers. Commissioner Hoelscher seconded the motion. The motion passed 5-0. (Recorded with these minutes.)**
- 6. **Commissioner Hoelscher moved to accept the San Angelo Health Foundation Grant, for the library expansion and relocation to the former Hemphill Wells Building, in the amount of \$1,750,000.00 and authorize the County Judge to sign the necessary papers. Commissioner Floyd seconded the motion. The motion passed 5-0. (Recorded with these minutes.)**
- 7. **Judge Brown moved to approve the contract between Tom Green County and the Concho Valley Rural Transit District as the Rural Transportation Services Provider for Tom Green County and authorize the County Judge to sign the necessary papers. Commissioner Bookter seconded the motion. The motion passed 5-0. (Recorded with these minutes.)**
- 8. **Reset for Special Workshop to review the issues January 26th, 2006 at 9:00 AM on issues regarding the Professional Management Agreement between Tom Green County and Corrections Concepts, Inc. No other action taken.**
- 17. **Commissioner Floyd moved to amend the County Burn Ban to read exception from the normal conduct with certain commercial enterprises as long as the activity that might result in wild fire is to be constantly monitored and adequate fire suppression equipment on site to prevent the spread. Judge Brown seconded the motion. Judge Brown, Commissioners**

Hoelscher, Bookter and Floyd voted in favor of the motion. Commissioner Easingwood abstained. The motion passed 4-0-1 abstention.

Judge Brown moved to allow the Mereta VFD to hold their annual Bar BQ Chicken Fundraiser on February 4th & 5th, 2006 at the Mereta Fire Hall. Commissioner Bookter seconded the motion. The motion passed 5-0.

18. Judge Brown moved to accept donations to the Sheriff's Crisis Intervention Unit, as per Local Government Code 81.032 (Acceptance of Donations and Bequests), from Verizon in the amount of \$500.00 and from the Concho Valley Council of Governments (211 Texas) in the amount of \$100.00. Commissioner Easingwood seconded the motion. The motion passed 5-0.

19. Commissioner Easingwood moved to approve the removal of the flagpole from the Court Street Annex Building and relocate it at the new 4-H Facility. Commissioner Hoelscher seconded the motion. The motion passed 5-0.

9. Tabled consideration of a County Sign Shop.

20. Commissioner Easingwood moved to select nine members from the public for the 2006 Grievance Committee from the Grand Jury list as needed. Judge Brown seconded the motion. The motion passed 5-0.

21. Judge Brown moved to hold the Commissioners Court meetings at any Tom Green County owned facility, any state owned facility or any facility owned by another Government entity for the 2006 calendar year pursuant to Texas Local Government Code 81.005 (D) in accordance to Subsection (C) (2). Commissioner Easingwood seconded the motion. The motion passed 5-0.

22. Tabled considering a County Records Manager.

**23. Commissioner Easingwood moved to approve the appointment for the 2006 Calendar County Committee Appointments as presented:
Commissioner Bookter to the Computer Advisory Committee (new) and the NPO committee, Anne
Bramble and Dianna Spieker- County Government Week, Commissioner
Hoelscher – Investment Committee (2005-2006) and the Loss Control
Committee.
Judge Brown seconded the motion. The motion passed 5-0.**

**24. Judge Brown moved to accept the Task Force on Indigent Defense Statement of Grant Award FY 2006 Formula Grant in the amount of \$59,536.00 as presented and authorize the County Judge to sign the necessary papers. Commissioner Easingwood seconded the motion. The motion passed 5-0.
(Recorded with these minutes.)**

- 25. Judge Brown moved to authorize the extension of the Office of Court Administration Indigent Defense Formula Grant for video conferencing equipment for the 51st and the 119th District Courts for Grant number 212-05-913 as presented and authorize the County Judge to sign the necessary papers. Commissioner Bookter seconded the motion. The motion passed 5-0.**
- 26. Commissioner Bookter moved to authorize time and a half pay for overtime of Road and Bridge employees only, in fire related emergencies. Funding of \$10,000.00 shall be transferred from the Contingency fund to the Non Departmental Budget to pay for the authorized overtime. Commissioner Floyd seconded the motion. The motion passed 5-0.**
- 27. Commissioner Floyd approve a grant to Grape Creek ISD, in an amount not to exceed \$6,000.00, for two solar flashing lights to be placed on Grape Creek Road, at the High School with funds from #114 Child Safety Fee-Transportation Code 502.173. Commissioner Easingwood seconded the motion. The motion passed 5-0.**
- 22. Commissioner Easingwood moved to accept the Grant from the Office of the Governor's Criminal Justice Division – Violence Against Women Act Fund Grant for the benefit of the County Attorney's Domestic Violence Prosecution Unit in the amount of \$30,000.00 requiring a \$10,000.00 cash match and authorize the County Judge to sign all necessary papers. Commissioner Floyd seconded the motion. The motion passed 5-0. (Recorded with these minutes.)**
- 23. Judge Brown moved to approve the Grant Budget for the County Attorney's Domestic Violence Prosecution Unit as presented. Commissioner Floyd seconded the motion. The motion passed 5-0. (Recorded with these minutes.)**
- 24. Judge Brown moved to approve the Amendment to Agreement between Tom Green County and the Texas Tech University Health Sciences Center for autopsy services as presented. Commissioner Easingwood seconded the motion. The motion passed 5-0. (Recorded with these minutes.)**
- 25. There was no action taken** regarding the Hemphill Wells Building/Library Committee Report.
- 26. The issues discussed relating to the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations were:**
- A. River Ranch Estates.**
- No action taken.**
- 27. There were no line item transfers.**

28. Future Agenda Items Discussed:

29. Announcements:

1. Next Regular Commissioners' Court Meeting will be January 24th, 2006.
2. January 26th, 2006 will be a Special Workshop/Meeting on the Faith Based Prison.

30. Judge Brown adjourned the meeting at 12:32 P.M.

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 January 10th, 2006.

I hereby set my hand and seal to this record January 10th, 2006.

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

4B

Treasurers' Report on Bills during the Period of

December 21, 2005 TO January 10, 2006

Hand delivered Date: 01/06/06 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

\$1,196,989.44 All Bank Accounts- Refer to Last Page

\$505,438.05 Payroll-Employee Paychecks	31-Dec-05
\$721.70 Payroll-Employee or Bedion Paychecks	16-Dec-05
\$1,848.00 Jury Checks	12/21/05 & 01/05/06
-\$378.24 Voids-Month of	12/01-31/05

Miscellaneous

\$1,704,618.95 Grand Total

RECORDED FOR RECORD
06 JAN 10 PM 2:31
ELIZABETH MC GILL
COUNTY CLERK
COUNTY OF TARRANT, TEXAS

Submitted by Dianna Spieker, Dianna Spieker, County Treasurer

Prepared by Ylona Mata, Deputy Treasurer

Approved in Commissioner's Court on January 10th, 2006

<u>Ralph Hoelscher</u>	Ralph Hoelscher, Commissioner Pct #1
<u>Karl Bookter</u>	Karl Bookter, Commissioner Pct #2
<u>Steve Floyd</u>	Steve Floyd, Commissioner Pct #3
<u>Richard Easingwood</u>	Richard Easingwood, Commissioner Pct #4
<u>Mike Brown</u>	Mike Brown, County Judge

VOL. 83 PG. 520

TEXAS STATE LIBRARY & ARCHIVES COMMISSION

**LOAN STAR LIBRARIES GRANT
Grant Type C – Under \$20,000**

Grant Number: 442-06428

FILED FOR RECORD
06 JAN 10 PM 2:34
ELIZABETH MCGILL
COUNTY CLERK
COUNTY OF TOM GREEN, TEXAS

I. CONTRACTING PARTIES

Grantor: Texas State Library and Archives Commission (TSLAC)

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

ORIGINAL

II. TERM OF GRANT

September 1, 2005, to August 31, 2006

III. STATEMENT OF SERVICES TO BE PERFORMED

Grant-funded activities shall provide services as outlined in the approved Plan of Action. The Grantee will comply during the period of this contract and provide services as outlined within the approved grant application (Loan Star Libraries Grant for State FY06) as approved by the Grantor. The approved grant application submitted by Grantee becomes part of this contract by this reference.

The Grantee acknowledges that the intent of the grant is to provide funds to maintain, improve, and enhance local library services, and to provide Texans who are not residents of a particular community access to and services from the many participating public libraries in Texas.

IV. GRANT AMOUNTS AND DISBURSEMENT REQUIREMENTS

- A. The total amount of the grant shall not exceed: \$9,506.00
- B. Source of funds: General Revenue, State Fiscal Year 2006
- C. Payment for this grant will be funded in full upon delivery to Grantor a legally executed contract. Grantee should receive payment within 20 working days after the Grantor has received the executed contract, provided all requirements for proceeding contracts have been fulfilled.
- D. The Grantee may not obligate or encumber grant funds after **August 31, 2006**. All obligations and encumbrances must be liquidated or paid no later than **October 15, 2006**.
- E. Interest earned in excess of \$100 must be returned to Grantor, per requirements in the State of Texas Uniform Grant Management Standards (UGMS). All unexpended funds in excess of \$25.00 must also be returned to Grantor with the Final Financial Status Report (FSR). See Section VII. B. of this contract for FSR due dates.
- F. The Grantee will add any program income to the funds committed to the grant, using such program income for the purposes and under the conditions of the grant. The source and amount of the program income must be explained in Section 9 of the TSLAC FSR.

G. Per the approved grant application, funds are authorized according to the following budget:

Personnel	
Fringe Benefit	
Travel	
Equipment/Property	
Supplies	\$4,035.00
Contractual	\$5,471.00
Other	
Total Direct Costs	\$9,506.00
Indirect Costs	
Total	\$9,506.00

V. WRITTEN REQUEST FOR FISCAL AND PROGRAMMATIC CHANGES

The Grantee must request written prior approval for fiscal and/or programmatic changes as outlined in this Section. Grantee must submit request for program and/or fiscal changes on the Loan Star Libraries Grant Program Revision Form. Under no condition may a Grantee request to exceed the total grant amount. Grantor must receive all change requests no later than **July 31, 2006**. Requests received after this date will be considered on a case-by-case basis. **Grantee must receive written approval from Grantor before obligating or expending grant funds under any of the following conditions.**

- A. Fiscal changes must have an approved Budget Revision under the following conditions:
1. Making cumulative transfers among budget cost categories or projects which are expected to exceed ten (10) percent of the total grant; and/or,
 2. Transferring any funds into a budget cost category that currently equals zero (\$0).
- B. Programmatic changes to Loan Star Libraries Grant Plan of Action for State FY06 must have an approved Program Revision under the following conditions:
1. Obtaining the services of a third party to perform activities that are central to the purposes of the grant; and/or,
 2. Changing the scope or objectives of the approved program, regardless of whether there is an associated Budget Revision. A change in scope is a substantive difference in the approach or method used to reach program objectives.

VI. EQUIPMENT AND PROPERTY REQUIREMENTS

- A. All changes to items listed in the Equipment/Property category specified in Section IV.G. of this contract require written prior approval. This category includes equipment, furniture, library materials, etc., purchased wholly or in part with grant funds. The approved budget amount listed in Section IV.G. plus any subsequently approved Budget and/or Program Revisions, will be the total approved equipment expenditure amount. This is defined as the cost of the equipment and/or property, including any cost necessary to put the item into service, such as the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make the item usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in-transit insurance, freight, and installation may be included in, or excluded from the expenditure cost in accordance with the Grantee's regular accounting practices and Generally Accepted Accounting Practices (GAAP).
- B. The Grantee will comply with UGMS Part III, Subpart C, Sec. 32 (d)(3) which requires certain items of equipment to be maintained on inventory if the item's cost is above \$500.
- C. The Grantee agrees to submit the TSLAC Equipment/Property Acquired Form with the Final FSR, no later than **November 15, 2006**, for all equipment/property purchased with grant funds during the FY06 grant

year. This list must balance with the equipment/property purchased under the approved grant application and all subsequently approved Budget and/or Program Revisions.

- D. Grantee must furnish a statement to Grantor certifying the governing entity's capitalization level with the approved grant application. Grantee agrees to maintain records on all equipment/property with an acquisition cost above governing entity's capitalization level.
- E. Subject to the obligations and conditions set forth in the UGMS Part III, Subpart C, Sec. 32, title to equipment acquired under a grant will vest in the Grantee upon acquisition. Grantee must include any equipment/property acquired with grant funds in the required bi-annual property inventory, and follow the UGMS Part III, Subpart C, Sec. 32 (d) that requires the Grantee to reconcile the equipment/property records with a physical inventory of the equipment/property every two years. This bi-annual inventory does not need to be submitted to Grantor, but must be maintained by the grantee and will be subject to review by Grantor. When property is vested in the Grantee, Grantee will dispose of equipment/property in accordance with the UGMS Part III, Subpart C, Sec. 32 (e). When the Grantee has been given federally- or state-owned equipment/property, Grantee will follow the UGMS Part III, Subpart C, Sec. 32 (f).

VII. REPORTING REQUIREMENTS

The State Legislature has charged Grantor with submitting performance measurement reports that specify the level of services provided by its programs and services. In accepting the grant funds, the Grantee acknowledges responsibility for performing certain services on behalf of Grantor, as outlined in the approved Plan of Action. Therefore, the Grantee is responsible for submitting periodic reports that reflect the Grantee's level of performance on these services to Grantor. To comply with these requirements, the Grantee agrees to submit reports that are timely, accurate, auditable, and consistent with definitions.

- A. The Grantee agrees to submit the Loan Star Libraries Performance Report to Grantor no later than the due dates listed in the following schedule. If library materials ordered with grant funds are received by Grantee after the end of the grant year, a revised final Loan Star Libraries Performance Report may be required covering receipt of those materials. This revised final performance report will be due no later than **November 15, 2006**.

Reporting Period

Due Date

September 1, 2005 - February 28, 2006
March 1, 2006 - August 31, 2006

March 7, 2006
September 7, 2006

- B. The Grantee agrees to submit the TSLAC FSR form for the grant funded under this contract no later than the due dates listed in the following schedule, so long as all grant funds have not been expended. Grantee should submit a Final FSR once all grant funds have been expended and all program requirements are accomplished. Grantee should mark the last required FSR as "Final" and not submit any subsequent FSR forms.

Reporting Period

Due Date

September 1, 2005 - February 28, 2006
March 1, 2006 - August 31, 2006

March 30, 2005
September 30, 2006

If necessary, a revised Final FSR must be submitted no later than **November 15, 2006**.

- C. The Grantee will send the Grantor a copy of all management letters issued by an auditor with the reporting package, UGMS Part IV, Subpart C, Sec. 320 (b), within 30 days of the audit. The audit's *Schedule of Expenditures of Federal and State Awards* must list the amount of TSLAC awards expended for each award year separately.

VIII. GENERAL TERMS AND CONDITIONS

- A. The Grantee will comply with the Loan Star Library Grant Program Guidelines for SFY 2006.
- B. The Grantee will comply with the Loan Star Libraries Administrative Rules for State Fiscal Year 2006, *Texas Administrative Code*, Chapter 2.160 – 2.165. Loan Star Libraries Administrative Rule 2.165(c) states, "If a library has certified that it provides service to non-residents without charge or it has elected to participate in the TexShare card program, the library must maintain these services for the duration of the contract that it received." This means the library shall provide the same library services and may impose the same restrictions on non-resident customers as it does for those customers who live locally. *Texas Government Code*, Section 441.138(c) states, "State aid to a free tax-supported public library is a supplement to and not a replacement of local support."
- C. The Grantee will comply with the following parts of the Governor's Office of Budget and Planning, UGMS revised June 2004, located at:
<http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS062004.doc>.
 - Part I. Cost Principles for State and Local Governments and Other Affected Entities (Adapted from OMB Circular A-87)
 - Part II. State Uniform Administrative Requirements for Grants and Cooperative Agreements (Adapted from OMB Circulars A-102 and A-122)
 - Part III. State of Texas Single Audit Circular (Adapted from OMB Circular A-133)
- D. All publicity relating to the grant award must include acknowledgement of the Texas State Library and Archives Commission whenever possible and practical. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Grantee's website, and materials distributed through the grant project. The Grantee will provide Grantor with one set of all public relations materials produced under this grant with the Final FSR.
- E. Grantee 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. Grantee further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing access to any information the state auditor considers relevant to the investigation or audit. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Sub-grantees through Grantee, and the requirement to cooperate, is included in any sub-grant awarded.
- F. The Grantee agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award according to Part III, Subpart C, Sec. 42 of UGMS. In general, Grantees must maintain records for a minimum of three years from latter of the date the Grantee submits to Grantor the Final FSR or the last single audit or audit report for the grant period.

IX. ENFORCEMENT

- A. Remedies for noncompliance. If a Grantee or Sub-grantee materially fails to comply with any term of an award, whether stated in a state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, Grantor may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or Sub-grantee, or more severe enforcement action by Grantor;
 - 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate the current award for the Grantee's or Sub-grantee's program;
 4. Withhold further awards for the program; or
 5. Take other remedies that may be legally available.
- B. Hearings, appeals. In taking an enforcement action, Grantor will provide the Grantee or Sub-grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee or Sub-grantee is entitled under any statute or regulation applicable to the action involved.
- C. Effects of suspension and termination. Costs of Grantee or Sub-grantee resulting from obligations incurred by the Grantee or Sub-grantee during a suspension or after termination of an award are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination, or subsequently. Other Grantee or Sub-grantee costs during suspension or after termination which are necessary, and not reasonably avoidable, are allowable if:
1. The costs resulting from obligations which were properly incurred by the Grantee or Sub-grantee before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are non-cancelable; and,
 2. The costs would be allowable if the award were not suspended, or expired normally at the end of the funding period in which the termination takes effect.
- D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Grantee or Sub-grantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see UGMS Part III, Subpart C, Sec. 35) and state law.

X. CONTACTS AT TSLAC

Questions or concerns about programmatic issues, budget and or program revisions and performance reports should be directed to this grant's Project Manager:

Loan Star Libraries Grant Coordinator
Phone: 512-463-5475
Fax: 512-463-8800
E-mail: wclark@tsl.state.tx.us

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

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

Documentation relating to required Requests for Funds, Financial Status Reports, and Equipment/Property Acquired Report should be directed to:

Grants Accountant
Phone: 512-463-5472
Fax: 512-475-0185
E-mail: grants.accounting@tsl.state.tx.us

Payments from Grantee to Grantor, such as those for excess advanced funds or for interest earned on advanced funds, should be mailed with a revised FSR, an explanation of the purpose of the payment, and the grant number. This information shall be directed to:

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

XI. APPLICABLE AND GOVERNING LAW

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

XII. GRANT CERTIFICATIONS

- A. Grantor certifies that: (1) the services specified in the approved grant application and this contract are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations; (2) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder; and, (3) the grant is in compliance with Texas Government Code § 441.006, Texas Administrative Code Title XIII, §§1.91 – 1.97, Texas Government Code § 441.135 Grants (Systems Act), P.L. 104-208, the Library Services and Technology Act (LSTA), the State Plan for the LSTA in Texas and UGMS.
- B. The Grantee affirms that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract. The Grantee further affirms that its employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to any sub-agreements.
- C. The Grantee certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Grantee shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly, as specified in Title 31 U.S. Code, Sec. 1352.
- D. The Grantee certifies all applicable activities related to this grant will be in compliance with the Copyright Law of the United States (Title 17, U.S. Code).
- E. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds. (UGMS Part III, Subpart B, Sec. 14 – State Assurances)
 - (1) A subgrantee must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body

or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

- (2) A subgrantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.
- (3) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
- (4) A subgrantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
- (5) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
- (6) A subgrantee that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.
- (7) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Part III, Subpart C, Sec. 36 for additional guidance on contract provisions.)
- (8) A subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
- (9) Subgrantees will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug

abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- (10) Subgrantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § § 276a to 276a-7), the Copeland Act (40 U.S.C. § § 276c and 18 U.S.C. § § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § § 327-333), regarding labor standards for federally assisted construction subagreements.
- (11) Subgrantees will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- (12) Subgrantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (13) Subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
- (14) Subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).
- (15) Subgrantees will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
- (16) Subgrantees will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- (17) Subgrantees will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

- (18) Subgrantees will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- (19) Subgrantees will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- (20) Subgrantees will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
- (21) Subgrantees will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- (22) Subgrantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
- (23) Subgrantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.
- (24) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.
- (25) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

SIGNATURES

GRANTOR

Texas State Library and Archives Commission

Edward Seidenberg, Assistant State Librarian

Date

Donna Osborne, Chief Fiscal Officer

Date

12/20/05

GRANTEE

Tom Green County, Tom Green County Library System

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

Michael D. Brown

Typewritten or Printed Name

Date

1-10-06

**SAN ANGELO HEALTH FOUNDATION
GRANT CONTRACT**

GRANTEE: TOM GREEN COUNTY LIBRARY

PURPOSE: Library expansion and relocation project

TERMS AND CONDITIONS:

RECORDED FOR RECORD
06 JAN 10 PM 2:35
ELIZABETH MCGILL
COUNTY CLERK
COUNTY OF TOLSON, TEXAS

The *San Angelo Health Foundation* ("Foundation") hereby agrees to grant to TOM GREEN COUNTY LIBRARY ("Grantee") up to ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,750,000.00) toward the library expansion and relocation ("Project") to be distributed over four years beginning in 2006, contingent upon successful progress of the project and subject to the following conditions:

1. This grant is to be used toward the Project, as described in your proposal dated November 4, 2005. Funds received under this agreement should be expended for no other purpose without the express, written consent of the Foundation. Any earnings accruing from these funds should be credited to the support of the Project being funded and added to the balance of that account.
2. The Foundation will disburse its funds on the following schedule:

<u>Date</u>	<u>Amount</u>
2006	\$437,500.00
2007	\$437,500.00
2008	\$437,500.00
2009	\$437,500.00

3. Grantee specifically agrees that no part of the funds received from this grant will be used to carry on propaganda, influence legislation, influence the outcome of any specific public election, or carry on, directly or indirectly, any voter registration drive.
4. Grantee agrees to keep its financial and other records in such manner to reflect that grant funds are used exclusively for the purpose of this grant.
5. Any grant funds not used for the purposes of this Project remain the property of the Foundation and must be returned to the Foundation at the conclusion of the Project.

6. Grantee warrants that Grantee currently is (i) a public charity described in Section 501(c)3 or a governmental unit described in Section 170(c) of the Internal Revenue Code of 1986 (not a private foundation or a private operating foundation), and (ii) that receipt of this grant will not adversely affect Grantee's current status.

7. Grantee agrees to immediately notify the Foundation, in writing, if (i) Grantee's federal tax status is revoked or altered; (ii) Grantee has reasonable grounds to believe that its tax exempt status may be revoked or altered; or, (iii) Grantee has reason to believe that these grant funds cannot be or continue to be expended for the specified Project. In the event that Grantee loses its tax exempt status before all funds under this grant are expended, this Grant contract will be considered null and void and all obligations of the Foundation hereunder will terminate.

8. The Foundation retains the right to release information regarding this grant to any public media. Permission is hereby given for Grantee to use any wording contained in this Grant Contract in press releases. Any portion of the Grantee's public information program related to the Project that is not stated in this Grant Contract should be submitted to the Foundation for approval prior to release. Grantee agrees to forward to the Foundation copies of any news releases, published materials, or media articles mentioning this grant which come to Grantee's notice or attention.

9. Grantee will cooperate with the Foundation in supplying additional information or in complying with any procedures which might be required by any governmental agency in order for the Foundation to establish the fact that it has observed all requirements of the law with respect to this grant.

10. Grantee agrees to provide the Foundation with financial statements comparing actual receipts and expenses with the budget submitted in the Project proposal.

<u>Due Date</u>	<u>Period Covering</u>
June 30, 2006	Progress report
June 30, 2007	Progress report
June 30, 2008	Total Project

11. Grantee agrees to provide status reports to the Foundation office regarding the Project according to the following schedule:

<u>Due Date</u>	<u>Period Covering</u>
June 30, 2006	Progress report
June 30, 2007	Progress report
June 30, 2008	Total Project

The reports should include the following information:

- a) how well the Grantee achieved the Project's mission;
- b) each of the Project's objectives and the extent to which they were or were not met;
- c) the future plans for this Project;
- d) additional grants from other sources for the same purpose;
- e) any other pertinent information regarding the Project and copies of any written articles or information disseminated about the Project.

12. The grant recipient shall notify San Angelo Health Foundation in writing of any other pending or proposed grant applications and of any funds granted from other sources related to said project. The San Angelo Health Foundation further reserves the right to withdraw all or a portion of its approved funding in the event the project is overfunded.

13. The Foundation, in its sole discretion, may terminate this grant or withhold the payment of grant funds if:

- a) the Foundation is not satisfied with the quality of the Grantee's work or the progress toward achieving the goals of the Project;
- b) the Foundation is of the opinion that the Grantee is incapable of satisfactorily completing the Project;
- c) the Grantee's federal income tax status changes;
- d) the Grantee fails to meet the conditions outlined in this Grant Contract;
- e) the Grantee dissolves or fails to operate; or
- f) successful completion of the Project is impaired by other circumstances.

If the grant is terminated prior to the scheduled completion date, the Grantee shall provide to the Foundation, within thirty (30) days after requested, a full accounting of the receipt and disbursement of funds and expenditures incurred for the Project as of the effective date of termination. The Grantee shall repay, within thirty (30) days of the effective date of termination, all funds unexpended as of the effective date of termination and all grant funds expended for purposes or items allocable to the period of time after the effective date of termination. Nothing contained in this paragraph shall limit or prevent the Foundation from taking legal action to get repayment of funds already expended by the Grantee which were not applied in accordance with the conditions outlined in this Grant Contract.


14. This grant is conditioned upon Grantee's acceptance of the terms and conditions set forth herein. The signature on this document of the person(s) authorized by the Grantee will represent Grantee's acceptance of this award and agreement to comply with the stated terms and conditions of this grant.

15. **Special Condition:** This grant is contingent upon successful progress of the project.

The undersigned officials of TOM GREEN COUNTY LIBRARY have carefully read this Grant Contract and agree to the terms and conditions stated herein.

SAN ANGELO HEALTH FOUNDATION

TOM GREEN COUNTY LIBRARY

By: 
Thomas J. Early, President

By: 
(Authorized Officer and Title)

Date: 12-16-05

Date: 1-20-06

Please sign and return one of the two enclosed contracts, retaining one for your records.

RURAL TRANSPORTATION SERVICES PROVIDER FOR TOM GREEN COUNTY, TEXAS

THIS CONTRACT, first entered into as of the 10th day of January, 2006, by and between Tom Green County, Texas, hereinafter called, COUNTY, and Concho Valley Rural Transit District, hereinafter called "CONCHO VALLEY RURAL TRANSIT DISTRICT" (CVRTD) acting by and through its Executive Director, Jeffery K. Sutton, is now extended as delineated in the following agreement.

WITNESSETH THAT:

WHEREAS, "COUNTY" desires to engage CONCHO VALLEY RURAL TRANSIT DISTRICT, to render rural public transportation services, funded under Section 5311 of the Federal Transit Administration Code, as amended, administered by the Texas Department of Transportation, hereinafter called the "State Agency," under CVRTD Rpt 0502 (07) 28 51507F7113 (or subsequent);

NOW THEREFORE, the COUNTY and the CONCHO VALLEY RURAL TRANSIT DISTRICT do mutually agree as follows:

1. **Employment of CONCHO VALLEY RURAL TRANSIT DISTRICT.**

The COUNTY hereby agrees to engage the CONCHO VALLEY RURAL TRANSIT DISTRICT, and the CONCHO VALLEY RTD hereby agrees to furnish "Thunderbird Rural Transportation Service" to the citizens of Tom Green County and to perform the services hereinafter set forth.

2. **Area Covered.**

The CONCHO VALLEY RURAL TRANSIT DISTRICT shall perform all necessary actions provided under this Contract in connection with providing transportation services for Tom Green County, Texas, within the boundaries of the county.

3. **Scope of Service.**

In particular, the CONCHO VALLEY RURAL TRANSIT DISTRICT (CVRTD) shall do, perform, and carry out, in a satisfactory and proper manner as determined by COUNTY, certain transportation services operating out of the Concho Valley Council of Governments Office, San Angelo, Texas.

IN ADDITION, the CONCHO VALLEY RURAL TRANSIT DISTRICT shall:

- a. Designate only such personnel to provide Driver services that meet all qualifications for that position as set forth in the Thunderbird Rural Public Transportation System Driver Job Description (revised February 23, 1997).
Require personnel designated to provide transportation services under this Contract to participate in all training and evaluation activities related thereto which are sponsored or announced by the Concho Valley Rural Transit District.
- b. Subscribe to the provisions of the CVRTD Rural Public Transportation Substance Abuse Policy as required by the Department Of Transportation's FTA Drug & Alcohol Final Rule 49 CFR Part 653 and Part 654.
- c. Provide to the COUNTY information generated through the project's activities which will assist the COUNTY in evaluating performance and identifying needs for Tom Green County.
- d. Utilize a financial and program reporting format and a monthly submission schedule which meet the requirements placed on it by State Agency's.

- e. Maintain such records and accounts including property, personnel, and financial records pertinent to this Contract to assure a proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the COUNTY, and will be made available to the COUNTY for three years after the expiration of this Contract and payment of all moneys due unless permission to destroy them is granted by COUNTY. Said retention period is subject to the following qualifications:
 - (1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation's, claims or audit findings involving the records have been resolved.
 - (2) Records for non-expendable property acquired with Federal or State funds shall be retained for three years after its final disposition.
 - (3) When records are transferred to or maintained by the Federal or State sponsoring agency, the three-year retention requirement is not applicable.
- f. Follow priorities set by the CVRTD for driver performance, vehicle maintenance, and passenger service. The CONCHO VALLEY RURAL TRANSIT DISTRICT assures that elderly, handicapped, low-income, and minority persons will be served, at least in proportion to their relative numbers, in the geographic area covered by this Contract.
- g. Provide elderly and other participants whose fares are subsidized by local, State, or Federal agencies with a private and voluntary opportunity to contribute to the costs of services provided pursuant to this Contract. The CONCHO VALLEY RURAL TRANSIT DISTRICT assures that appropriate procedures will be established to safeguard the privacy of each participant with respect to his or her contribution. No fully subsidized participant shall be denied a service because of his or her failure to contribute to the cost of the service. The CONCHO VALLEY RURAL TRANSIT DISTRICT assures that all contributions shall be reported, and safeguarded.
- h. Perform collection of transportation fares from public riders, specifically non-subsidized persons, who utilize transportation services, and assure all such collections are reported, and safeguarded.
- i. Maintain transportation schedules and hours of operation which promote safe and reliable service for the public. Excepting part-time drivers, a trained and qualified driver must be available for eight hours service each normal working day.

4. **Personnel.**

The CONCHO VALLEY RURAL TRANSIT DISTRICT has, or will secure, all personnel required in performing services under this contract. Such personnel shall not be employees of or have any contractual relationship with COUNTY. None of the work or services covered by this Contract shall be subcontracted without prior approval of the COUNTY.

5. **Term of Performance.**

It is understood that contract services shall commence or have commenced on September 30, 2005, and shall continue through **August 31, 2006**. Contract may be extended for **four (4) additional one year periods** upon the agreement of both COUNTY and CONCHO VALLEY RURAL TRANSIT DISTRICT.

6. **Compensation.**

COUNTY agrees to pay the CONCHO VALLEY RURAL TRANSIT DISTRICT the sum of **\$3,676.93** per quarter to be paid by the 15th of January, April, July, and October each year for *complete satisfactory performance*.

The total annual amount of **\$14,407.72** being Tom Green County's share of salary and benefits for the TGC Thunderbird Rural Transit Driver.

CVRTD to pay the remainder of driver's salary and benefits to make up the drivers full annual accounting. It is expressly understood and agreed to that in no event will the total amount to be paid by COUNTY to the CONCHO VALLEY RURAL TRANSIT DISTRICT under this Contract exceed \$14,407.72 per year without agreement in writing and signed by both parties.

The COUNTY understands and agrees that payment for the support of activities pursuant to this Contract is contingent upon the receipt of State and/or Federal funds for such purposes by the CONCHO VALLEY RURAL TRANSIT DISTRICT and upon the performance of services by the CONCHO VALLEY RURAL TRANSIT DISTRICT pursuant to the terms of this Contract.

Therefore, if the COUNTY ascertains that the CONCHO VALLEY RURAL TRANSIT DISTRICT is not in compliance with all of the terms and conditions of this contract, compensation may be withheld until such time that the CONCHO VALLEY RURAL TRANSIT DISTRICT makes the recommended corrections.

7. **Method of Payment.**

COUNTY will reimburse the CONCHO VALLEY RURAL TRANSIT DISTRICT on a **quarterly** basis for the amount of driver salary and benefits as set forth in this Contract Summary. Payment shall be made to the CVRTD not later than the **15th day of January, April, July, and October** of each calendar year.

Payment shall be mailed to:

Concho Valley Rural Transit District
P. O. Box 60050
San Angelo, Texas 76906

Equal **quarterly** payments of **\$3,676.93** shall be made to the CONCHO VALLEY RURAL TRANSIT DISTRICT beginning with first quarterly payment to be made prior to January 15, 2005.

8. **Fuel.**

CONCHO VALLEY RURAL TRANSIT DISTRICT may purchase fuel for Thunderbird Rural Transit Vehicle from COUNTY at cost paid by COUNTY to its current gasoline supplier. If purchased, the COUNTY will present CONCHO VALLEY RURAL TRANSIT DISTRICT with a statement of monthly gasoline purchased and upon receipt of statement the CVRTD shall pay stated amount to:

Tom Green County Treasurer
113 W. Beauregard
San Angelo, TX 76903-5887

9. **Property Management.**

If desired by the CVRTD, COUNTY shall provide secure overnight, weekend, and holiday parking for Thunderbird Rural Transportation Vehicles at COUNTY Vehicle Maintenance Shop located at 400 Avenue A, San Angelo, Texas.

The CONCHO VALLEY RURAL TRANSIT DISTRICT agrees to comply with the property management standards specified in the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Title 49, Code of Federal Regulations, Part 18), as amended, in its control, use and disposition of property or equipment governed by those standards.

In the event that any project facility and equipment are not used in the proper manner or are withdrawn from public transportation services, the CONCHO VALLEY RURAL TRANSIT DISTRICT shall immediately notify the COUNTY.

10. **Regulatory Requirements.**

The CONCHO VALLEY RURAL TRANSIT DISTRICT will comply with all applicable laws, regulations, policies, and procedures of this State and the Federal Transit Administration (FTA) of the U. S. Department of Transportation.

The CONCHO VALLEY RURAL TRANSIT DISTRICT assures that where State or local jurisdictions require license's for the provisions of services, the CONCHO VALLEY RURAL TRANSIT DISTRICT shall be licensed, or shall meet the requirements for license's.

11. **Civil Rights.**

During the performance of this Contract, the CONCHO VALLEY RURAL TRANSIT DISTRICT, for itself, its assignees and successors in interest agrees as follows:

- a. **Compliance with Regulations:** The CONCHO VALLEY RURAL TRANSIT DISTRICT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") 49 CFR Part 21 and 23 CFR 710.405(b), as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- b. **Nondiscrimination:** The CONCHO VALLEY RURAL TRANSIT DISTRICT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of CONCHO VALLEY RURAL TRANSIT DISTRICT including procurements of materials and leases of equipment. The CONCHO VALLEY RURAL TRANSIT DISTRICT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- c. **Information and Reports:** The CONCHO VALLEY RURAL TRANSIT DISTRICT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONCHO VALLEY RURAL TRANSIT DISTRICT is in the exclusive possession of another who fails or refuses to furnish this information, the CONCHO VALLEY RURAL TRANSIT DISTRICT shall so certify to the State, or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- d. **Sanctions for Noncompliance:**
In the event of the CONCHO VALLEY RURAL TRANSIT DISTRICT noncompliance with the nondiscrimination provisions of this Contract, the State and COUNTY shall impose such contract sanctions as it or FTA may determine to be appropriate, including, but not limited to:
 - (1) Withholding of payments to the CONCHO VALLEY RURAL TRANSIT DISTRICT under the Contract until the CONCHO VALLEY RURAL TRANSIT DISTRICT complies, and/or
 - (2) Cancellation, termination or suspension of the Contract, in whole or in part.
- e. **Incorporation of Provisions:** The CONCHO VALLEY RURAL TRANSIT DISTRICT shall include the provisions of paragraphs 'a' through 'e' in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto.

The CONCHO VALLEY RURAL TRANSIT DISTRICT shall take such action with respect to any subcontract or procurement as the State or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONCHO VALLEY RURAL TRANSIT DISTRICT becomes involved in, or is threatened with, litigation with a subcontractor CONCHO VALLEY RURAL TRANSIT DISTRICT or supplier as a result of such direction, the CONCHO VALLEY RURAL TRANSIT DISTRICT may request the State to enter into such litigation to protect the interests of the State, and, in addition, the CONCHO VALLEY RURAL TRANSIT DISTRICT may request the United States to enter into such litigation to protect the interests of the United States.

12. **Nondiscrimination on the Basis of Age or Handicap.**

In the carrying out of this Project, the CONCHO VALLEY RURAL TRANSIT DISTRICT will not discriminate against any participant, employee or applicant for employment because of age or handicap, except that vehicle driver positions may be limited by age and physical qualifications necessary for safe and effective driving performance, including the ability to assist handicapped or infirm passengers, and to satisfy vehicle and vehicle liability insurance requirements imposed by insurance carriers.

The CONCHO VALLEY RURAL TRANSIT DISTRICT S will, in all solicitation for employment pursuant to this Contract placed by or on behalf of the CONCHO VALLEY RURAL TRANSIT DISTRICT, state that all applicants qualified with respect to the aforementioned requirements will receive consideration for employment without regard to age or handicap. The CONCHO VALLEY RURAL TRANSIT DISTRICT shall insert a similar provision in all subcontracts for services covered by this contract.

13. Disadvantaged Business Enterprise Program Requirements.

It is the policy of DOT that Minority Business Enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

Consequently, the Minority Business Enterprise Requirements of 49 CFR Part 23 apply to this Contract as follows:

The CONCHO VALLEY RURAL TRANSIT DISTRICT agrees to insure that Minority Business Enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the CONCHO VALLEY RURAL TRANSIT DISTRICT shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to insure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

The CONCHO VALLEY RURAL TRANSIT DISTRICT shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts funded in whole or in part with Federal funds.

14. Termination of Contract for Cause.

If, through any cause, the CONCHO VALLEY RURAL TRANSIT DISTRICT shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the CONCHO VALLEY RURAL TRANSIT DISTRICT shall violate any of the covenants, agreements or stipulations of this Contract, the COUNTY shall therefore have the right to terminate this Contract by giving written notice to the CONCHO VALLEY RURAL TRANSIT DISTRICT of such termination and specifying the effective date thereof at least **sixty** days before the effective date of such termination.

Notwithstanding the above, the CONCHO VALLEY RURAL TRANSIT DISTRICT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by the CONCHO VALLEY RURAL TRANSIT DISTRICT, and the COUNTY may withhold any payments to the CONCHO VALLEY RURAL TRANSIT DISTRICT for the purpose of offset until such time as the exact amount of damages due to the COUNTY from the CONCHO VALLEY RURAL TRANSIT DISTRICT is determined.

15. Other Termination.

The COUNTY may terminate this Contract at any time by giving written notice to the CONCHO VALLEY RURAL TRANSIT DISTRICT of such termination and specifying the effective date thereof at least **sixty** days before the effective date of such termination. In that event, all finished or unfinished documents and other materials shall, at the option of the COUNTY, become its property. If the Contract is terminated by the COUNTY as provided herein, the CONCHO VALLEY RURAL TRANSIT DISTRICT will be paid an amount which bears the same ratio to the total compensation as the service actually performed bears to the total services of the CONCHO VALLEY RURAL TRANSIT DISTRICT covered by this Contract, less payments of compensation previously made.

If this Contract is terminated due to the fault of the CONCHO VALLEY RURAL TRANSIT DISTRICT, COUNTY shall be held harmless and CVRTD shall be held responsible to COUNTY

for any unpaid statements for gasoline, etc.

The COUNTY grants the CONCHO VALLEY RURAL TRANSIT DISTRICT the right to terminate this Contract at any time by giving written notice to the COUNTY of such termination and specifying the effective date thereof at least sixty days before the effective date of such termination.

16. Changes.

The COUNTY may, from time to time, require changes in the scope of the services of the CONCHO VALLEY RURAL TRANSIT DISTRICT to be performed hereunder.

Such changes, including any increase or decrease in the amount of the CONCHO VALLEY RURAL TRANSIT DISTRICT'S compensation, which are mutually agreed upon by and between the COUNTY and the CONCHO VALLEY RURAL TRANSIT DISTRICT shall be incorporated in written amendments to this Contract.

17. Interest of Members of COUNTY and Others.

No officer, member, or employee of the COUNTY and no member of its governing body, and no other public official of the governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibilities in the review of approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

18. Interest of CONCHO VALLEY RURAL TRANSIT DISTRICT.

The CONCHO VALLEY RURAL TRANSIT DISTRICT covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONCHO VALLEY RURAL TRANSIT DISTRICT further covenants that in the performance of this Contract no persons having any such interest shall be employed.

19. Findings Confidential.

Any reports, information, data, etc., given to or prepared or assembled by the CONCHO VALLEY RURAL TRANSIT DISTRICT under this Contract which the COUNTY requests to be kept as confidential shall not be made available to any individual or organization by the CONCHO VALLEY RURAL TRANSIT DISTRICT without the prior written approval of the COUNTY.

The CONCHO VALLEY RURAL TRANSIT DISTRICT will at all times comply with the Privacy Act of 1974 (Section 552a of U.S.C.A., Title 5), as amended, in regard to the retrieval, storage and disclosure of information assembled under this Contract.

20. Disclaimer of Employee Relationship.

Nothing in this agreement shall be construed to create an employer-employee relationship between the COUNTY and any party to this Contract, or any subcontractor or any personnel providing direct services; and an employer relationship between the COUNTY and any of the aforementioned parties is hereby disclaimed. It is further agreed between the parties that the CONCHO VALLEY RURAL TRANSIT DISTRICT or any subcontractor shall have the sole right to control the details of the work provided for in this agreement and shall be deemed the employer of any of the personnel providing the direct services called for in this agreement. Said deemed employer shall have the sole right to employ, discharge, and control the personnel providing direct services except as limited by this agreement.

21. Disclaimer of Liability.

The CONCHO VALLEY RURAL TRANSIT DISTRICT shall save as harmless the COUNTY from all claims and liability due to the negligent acts or omissions of the CONCHO VALLEY RURAL TRANSIT DISTRICT, its subcontractors, officers, agents or employees during the course of this Contract.

22. Maintenance of Insurance.

The CONCHO VALLEY RURAL TRANSIT DISTRICT shall maintain vehicle and vehicle liability insurance to assure protection from any unlawful, negligent, or other improper act of its subcontractor's, officers, agents or employees.

23. **Compliance with State Agency Contract.**

The CONCHO VALLEY RURAL TRANSIT DISTRICT agrees to comply with the provisions of its contract with the State Agency specifically as pertaining to the CONCHO VALLEY RURAL TRANSIT DISTRICT's role to said contract.

IN WITNESS WHEREOF the COUNTY and the CONCHO VALLEY RURAL TRANSIT DISTRICT have executed this agreement, effective September 1, 2005.

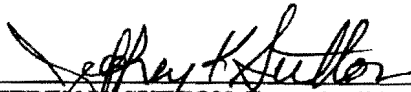
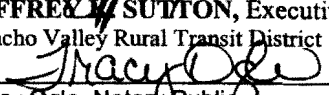
Executed in duplicate originals on the dates specified below.

CONCHO VALLEY RURAL TRANSIT DISTRICT:

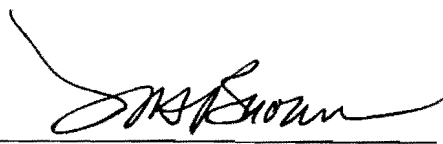
12/13/05
Date



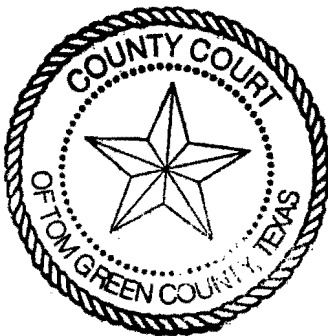
ATTEST:


JEFFREY D. SUTTON, Executive Director
Concho Valley Rural Transit District

Tracy Ogle, Notary Public
State of Texas
Tom Green County

TOM GREEN COUNTY:


MICHAEL D. BROWN, County Judge
Tom Green County, Texas, acting in his official
capacity as County Judge and not individually.

Before me, the undersigned authority, on this day personally appeared Michael D. Brown, County Judge, Tom Green County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration, therein expressed and in the capacity therein stated. Subscribed and acknowledged before me by the said Michael D. Brown, County Judge, on this the 10th day of January, 2006.




ELIZABETH MCGILL, County Clerk
Tom Green County, Texas

By: H. Marie Rolston, Deputy

Task Force on Indigent Defense
Statement of Grant Award
FY2006 Formula Grant

Grant Number: 212-06-226
Grantee Name: Tom Green County
Program Title: Indigent Defense Formula Grant
Grant Period: 10/01/2005-9/30/2006
Grant Award Amount: The sum of \$5000.00 and 0.4649% of the remaining funds budgeted for FY06 formula grants by the Task Force. Based on the initial funds budgeted, this amount is estimated to be \$59,536.

The Task Force on Indigent Defense (Task Force) has awarded the above-referenced grant for indigent defense services. Formula Grants are provided by the Task Force to meet its statutory mandates and to promote Texas counties' compliance with standards adopted by the Task Force. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Task Force by January 22, 2006. The grantee will not receive any grant funds until this notice is executed and returned to the Task Force.

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, agree to the terms of the grant as written in the Request for Applications issued on August 19, 2005, including the rules and documents adopted by reference in the Task Force on Indigent Defense's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Task Force placing a temporary hold on grant funds, permanently deobligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- Any plan documents submitted to the Task Force must continue to meet all grant eligibility requirements.

The authorized official for this grant program has read the preceding and indicates agreement by signing this Statement of Grant Award below:



Signature of Authorized Official

Michael D. Brown, County Judge

Name & Title (must print or type)

1-10-06

Date



**Task Force on Indigent Defense
Amended Statement of Grant Award
FY2005 Discretionary Grant**

Grant Number: 212-05-D13
 Grantee Name: Tom Green County
 Program Title: Installation of Video Conferencing Equipment for the 51st and 119th Judicial Districts
 Grant Period: 3/1/2005-2/28/2006 May 31, 2006
 Grant Award Amount: \$47,500

The Task Force on Indigent Defense (Task Force) has awarded the above-referenced grant for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Task Force by February 7, 2005. The grantee will not receive any grant funds until this notice is executed and returned to the Task Force. Funding is provided as listed in the categories in the table below:

Direct Costs	
1) Personnel (Total Number of FTEs: ____)	
2) Fringe Benefits	
3) Travel and Training	\$1,000
4) Equipment	\$38,520
5) Supplies	\$6,480
6) Contract Services	
Total Direct Costs	\$46,000
Indirect Costs:	
7) Indirect Costs	\$1,500
Total Indirect Costs	
Total Proposed Costs	\$47,500
Less Cash from Other Sources	
Total Amount Funded by Task Force	\$47,500

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, agree to the terms of the grant as written in the Request for Applications issued on August 16, 2004, including the rules and documents adopted by reference in the Task Force on Indigent Defense's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Task Force placing a temporary hold on grant funds, permanently deobligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.

- The judges hearing criminal matters and juvenile boards in the county must complete the 2005 Indigent Defense Plan Submission / Verification process and continue to meet all grant eligibility requirements.
- Disbursement of funds is always subject to the availability of funds.
- The grant officials agree to follow the grant terms contained in the "Required Conditions and Report" contained in Attachment A.

The authorized official for this grant program has read the preceding and indicates agreement by signing this Statement of Grant Award below:



Signature of Authorized Official

Michael D. Brown, County Judge

Name & Title (must print or type)

1-10-06

Date

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Attachment A

Required Conditions and Reports

Program Requirements

In addition to the program requirements stated in the Request for Applications (RFA) these specific program requirements apply to this funded program

- The County commits that at the end of the grant period it will make a good faith effort to use any equipment or software purchased under this grant for the intended purpose for one full year after the expiration of the grant period. Documentation shall be provided to the Task Force explaining the county's position with regards to terminating the use of equipment or software for the intended purpose within 90 days after the grant period if such termination occurs;
- The County will submit both progress reports and expenditure reports to obtain reimbursement of expended funds based on actual expenditures;
- The County has wide latitude in the purchase of the equipment and materials to implement this program, however, the county must provide any excess funds to ensure the program is operational at least to the level proposed in the application.
- The three percent indirect costs are provided to reimburse Tom Green County for generally administering this grant for Runnels and Schleicher Counties.
- Travel costs in accordance with Tom Green County's Travel Policy are to reimburse Tom Green County building administrator's travel while administering this grant with and for Runnels and Schleicher Counties. Only travel to Runnels County, Schleicher County, or travel outside the county to meet with vendors or inspect existing VTC sites may be claimed.
- Travel costs in accordance with Tom Green County's travel reimbursement policy may be paid to county employees participating in this program that travel from outside Tom Green County to attend training in Hockley County as presented in the proposal.
- The County will not use the equipment for Texas Code of Criminal Procedure Article 15.17 magistration hearings unless it procures and operates a device(s) for recording the two-way communication in accordance with Article 15.17(a).
- The County will maintain conditions conducive to maintaining attorney client privileged communication. These conditions shall include confidential communication at both locations of the communication and provide that no recording of the communication shall be made.
- The County will not record communications between court officials/ court staff and defendants during ministerial proceedings unless conducted as part of the Texas Code of Criminal Procedure Article 15.17 hearings.
- The County will provide for reasonable protection from third party interception of communication between the video-teleconferencing sites when purchasing equipment with these funds.

Participation

- All affected courts of the county hearing criminal matters punishable by incarceration (constitutional county courts, statutory county courts and district courts) in Tom Green, Runnels and Schleicher Counties must cooperate with this program.

FY2005 Discretionary Statement of Grant Award – Tom Green County

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Activity

Methodology or Project Design (edited)

This grant will provide video conferencing equipment and pay the telephone charges for the first year of operation in three locations, which affect the 51st, 119th, 340th, and 391st Judicial Districts. Attorneys will have to make arrangements through the Court Coordinators or other designated officials to have access to the equipment at both ends of the network and their clients. The proposed equipment will not allow connections to more than two sites at a given time.

If the program is effective, the Commissioners Court in each of the counties will be asked to budget the maintenance and telephone lines for their respective County. The estimated annual cost for the telephone service is \$2,160.00. The County anticipates being able to demonstrate equal savings in travel time. Savings in attorneys' fees will be difficult to calculate, but the counties should experience reduced jail population flow.

The designated officials will be trained by the vendor. These officials will set up the system prior to the arranged time and allow the attorney privileged access to the client.

No additional employees will be required.

Tom Green County is the central and most populous county within the 51st, 119th, 340th, and 391st Judicial Districts. Tom Green, Runnels and Schleicher County have local jail facilities.

All counties have adopted and implemented Senate Bill 7 Plans. The courts are providing the intended magistration functions. However because of the geographic distances between their offices and these detention facilities it is difficult for the appointed attorneys to be able to have the desired attorney client contact. Video conferencing equipment will be installed in the detention facilities or other secured locations within these counties to accommodate greater access.

After installation, which will be supervised by Tom Green County, each County will be responsible for the maintenance and safekeeping of its equipment. Reoccurring telephone charges funded by the grant will be paid through Tom Green County as well as any application for funds. Inter-local agreements will be executed by these Counties to ensure that the equipment is used for its intended purpose.

The 51st Judicial District includes the following counties: Tom Green, Coke, Irion, Schleicher, and Sterling County. The 119th Judicial District includes the following counties: Concho, Runnels, and Tom Green. The 340th and 391st Judicial Districts have overlapping jurisdiction with the 51st and the 119th Judicial Districts in Tom Green County.

The Judges of the above District Courts have determined that accessibility of defendants, that are being confined in county jails in the various counties of the districts, to their court appointed attorneys has been impaired by geographical distances. The majority of all attorneys that are qualified to be appointed in these districts maintain their offices in Tom Green County. The Courts have determined that it would assist defendants and their attorneys in their representation of their clients if a system that provides for computer assisted video conferencing could be developed. This system would allow attorneys and their clients to confer without the necessity of the having to travel to the various county jails. This improvement should allow for more frequent direct attorney / client communication and therefore enhanced representation.

Currently the attorneys that are providing services to these inmates have advised the Courts that they are often unable to schedule conferences with their clients in timely a manner. In addition the inmates have expressed a concern that it is more difficult for them to develop an attorney client relationship with their attorney because of the distances. The distances between the detention facilities, courthouses and San Angelo cause delays in the resolutions of these cases. Greater access to their clients will allow for a more timely resolution to the cases.

Round Trip distances between San Angelo and other cities are as follows:

FY2005 Discretionary Statement of Grant Award - Tom Green County

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Eldorado Schleicher County 88.6 miles
Ballinger, Runnels County 72.4 miles

Project evaluation

Each use of the equipment will require an evaluation form to be completed at both ends. The designated officials will forward program evaluations to Tom Green County. This information will be accumulated and reported to the Task Force:

- 1. Use by attorneys for initial attorney/client conferences.
- 2. All other conferences between the attorney and client
- 3. Uses for 15.17 hearings and
- 4. Any other uses of equipment, for example training etc.

It is anticipated that these conferences will speed up the judicial process and if any supporting statistics can be identified, it will be communicated to the Task Force.

Specific Report Measures

The County will report the following items to measure progress and completion of the system:

		Task	Definition	Information to be Reported to Task Force
		Date and Target Measures		
RFP Process	Scope of Work Development		Describe the specific work to be performed, objectives, methodology and expectations for success.	Date completed and E-mail copy of report
	Business requirements Development		Develop short and long term requirements	Date completed and E-mail copy of report
	Technical Requirements Development		Determine system network capability and business requirement compliance.	Date completed and E-mail copy of report
	RFP Process – Writing, Distribution, Pre-Conference, Award.		Write and distribute Request for Proposals; hold pre-conference meeting; and award.	Date completed and E-mail copy of RFP
Purchase Process	Vendor Selection		Select vendor. Identify expectations for delivery.	Date completed and name and contact information of vendor
	Procurement Process		Procure the equipment sufficient to connect the Tom Green County Jail to the Courthouse and the Schleicher County Jail and the Runnels County Jail.	Date completed and a summary list of items purchased including serial numbers and location information

	Task	Definition	Information to be Reported to Task Force
Operation Process	Set-up	Schedule deployment and configure hardware and software.	Date completed
	Test system in Court	Validate that system will perform all concepts that were proposed in project and required in specifications	Date completed
	System Training	Set-up schedule, Court staff, attorneys, JP, JP staff and jail staff attend training.	Date completed
	Implementation Completion	Monitor for quality and completeness. All conditions have been met and use of system is acceptable.	Date completed - all equipment, software, peripheral material is purchased, installed and operating as intended
Outputs			
	Number of attorney contacts using this system	Use a log or software tracking system to count the number of times attorneys access this system to meet with a client. If an attorney sets up meetings with two clients in one session that counts as two uses.	Report number of times attorneys access this system to meet with an individual client per month beginning with the first full month after the implementation completion through February 2006.
	Total number of days the VTC system is used per month	Count the number of days the system was used in each month regardless of the number of times in each day it was used.	Report number of days the system was used per month beginning with the first full month after the implementation completion through February 2006.
	Total number of individual magistration (15.17) hearings per month	Count the number of defendants brought to magistrate using the system in each month.	Report number of magistrations conducted per month beginning with the first full month after the implementation completion through February 2006.
	Total number of tests, practice, civil or other administrative uses.	Count the number of tests, practice, civil or other administrative uses conducted using the system in each month by using a log or software tracking system.	Report number of tests, practice, civil or other administrative uses conducted per month beginning with the first full month after the implementation completion through February 2006.
Outcomes			

Task	Definition	Information to be Reported to Task Force
Average hours from date and time of arrest to date and time of magistration for all cases where the system is used.	Identify the date and time of arrest and the date and time of magistration of all arrestees in the month brought to the video magistration system and calculate the hours to magistration for each person. Calculate the total number of hours of all persons using the system divided by the total number of persons magistrated using the system	Report average number of hours from date and time of arrest to date and time of magistration for all cases where the system is used per month beginning with the first full month after the implementation completion through February 2006.
Number of attorney first contacts with clients using video-teleconferencing within the end of one working day of notification	Record the date and time of a first contact is made by an attorney with their client using the video-teleconferencing system. e. Record the date and time the notification to attorney is determined to be complete. Compare these two dates and times for all uses indicated as first contact between the attorney and the client where the video-teleconference system was used to establish the percent of first contacts that were made within the end of one working day of notification.	Report the percent of first time contacts that were made within the end of one working day of notification using the video-teleconference system for beginning with the first full month after the implementation completion through February 2006.
Number of individuals that are not magistrated within the 48 hours required time frame	Establish a procedure to identify and record whether any persons were not brought before a magistrate within the required 48 hours of date and time of arrest.	Report number of persons that were not brought before a magistrate within the required 48 hours per beginning with the first full month after the implementation completion through February 2006. Do not include those under medical exception.

Additional Information - Report other information in the text boxes provided online. If delays occur, other activity is pursued beyond the scope of the project with the same funds, improvements / enhancements made, explanations of data or conditions, or other information that need to be communicated to the grant administrator please write it in the text space provided online.

Conclusion - The County must complete a Conclusions section at the end of the grant period. The conclusion will summarize the overall results of the program and how the project improved or failed to improve the local indigent defense system. It may include summaries of responses from surveys of stakeholders involved in the system. Also identify any issues that would assist other counties if they attempt this type of program.

Timeline for Reporting and Fund Distribution

Reports will be submitted on-line over the Internet.

Reporting Period	Type Report Due	Date Report Due	Fund Distribution Date
March through May	Budget Status Report Progress report	June 15, 2005	June 2005
June through August	Budget Status Report Progress report	September 15, 2005	September 2005
September through November	Budget Status Report Progress report	December 15, 2005	December 2005
December through February	Budget Status Report Progress report	April 15, 2006	April 2006
Follow-up to Closeout Report	Statement of compliance / documentation of performance after grant period for positions and equipment	February 28, 2007	N/A

Part IV: Grantee Acceptance Notice

Grant Number: WF-05-V30-13500-08
Grantee Name: Tom Green County
Project Title: Domestic Violence Prosecution Unit

CJD Award: \$30,000
Grant Period: 09/01/2005 - 08/31/2006
Program Fund: WF-Violence Against Women Act (VAWA) Fund

This Acceptance Notice must be signed by the authorized official named on the grant and returned to the Criminal Justice Division (CJD) by February 12, 2006.

1. I certify that I am authorized by the applicable governing body to accept, decline, alter, or terminate this grant on behalf of the grantee.
2. If the grantee is not a state agency and the current authorized official is not accounted for in the resolution on file at CJD, I certify that a new resolution has been included with the acceptance of this grant or will be submitted prior to the collection of grant funds.
3. I agree to the terms of the grant on behalf of the grantee, including Title 1, Part 1, Chapter 3, Texas Administrative Code and the adoptions by reference therein.
4. I understand that the grantee is obligated to provide applicable match, as required by the terms of the grant.
5. I understand that a violation of any term of the grant may result in CJD placing a temporary hold on grant funds, permanently deobligating all or part of the grant funds, requiring reimbursement for funds already spent, and/or barring the grantee from receiving future CJD grant funds.
6. I understand that grant funds may be withheld until all special conditions placed on this grant are satisfied.
7. I understand that each grant official position must be occupied by a different individual.
8. I understand that any of the three grant officials may request adjustments to the grant.
9. I understand that CJD must be notified in writing of any grant official change, which must include a sample signature of the new grant official.

The authorized official for this grant must indicate agreement by signing the Acceptance Notice. The grantee will not be eligible for any grant funds until this notice is executed and returned to CJD.


Signature of Authorized Official

1-10-06
Date

Verification of Information and Sample Signatures:

The grantee must verify all of the grant official's identifying information as listed below. If the information for any of the three officials is incorrect, complete the 'Designation of Grant Officials Change Form' found at <http://www.governor.state.tx.us>, and return to CJD.

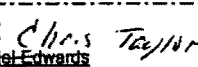
☒ **YES** Select YES if the all of the information below is correct, sign, and return to CJD.

☐ **NO** Select NO if any of the information below is incorrect, use the 'Designation of Grant Officials Change Form' to notify CJD of the updated information ONLY, sign, and return both completed forms to CJD.

Authorized Official

Name: The Honorable Michael Brown Position: County Judge
Address: 122 West Harris Avenue City/St/Zip: San Angelo, Texas 76903
Phone: (325) 653-3318 Fax: (325) 659-3258 Email: mike.brown@co.tom-green.tx.us

Project Director


Name: Mr. Daniel Edwards Position: Program Director
Address: 112 West Beauregard City/St/Zip: San Angelo, Texas 76903
Phone: (325) 655-5757 Fax: (325) 659-6476 Email: dan.edwards@co.tom-green.tx.us


Signature of Project Director

1-10-06
Date

Financial Officer

Name: Mr. Stanley P. Liles Position: County Auditor
Address: 112 West Beauregard City/St/Zip: San Angelo, Texas 76903
Phone: (325) 659-6521 Fax: (325) 658-6703 Email: stan.liles@co.tom-green.tx.us


Signature of Financial Officer

1/10/06
Date



STATE OF TEXAS
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION

RICK PERRY
GOVERNOR

December 29, 2005

The Honorable Michael Brown
County Judge
Tom Green County
122 West Harris Avenue
San Angelo, Texas 76903

Dear Judge Brown:

I am pleased to inform you that Governor Rick Perry has approved your application for award. This year, the Governor's Criminal Justice Division (CJD) has streamlined the grant award notice procedure. The enclosed Grant Award Packet, which contains the Statement of Grant Award, Special Conditions and Requirements, Approved Budget Detail, and Grantee Acceptance Notice, represent your official notice of grant award. In order to accept your agency's grant, the Authorized Official must complete, verify, and sign the Grantee Acceptance Notice, then fax it to CJD at (512) 475-2440 within 45 days of the issue date.

Once the grant is properly accepted and all conditions of funding have been met, grantees may request reimbursement for expenditures obligated during the grant period by completing a Request for Funds form and submitting it to CJD. CJD will also email Expenditure Reports to the financial officer or a designated alternate financial contact person at the end of each calendar quarter. The reports are due back to CJD by the date specified on the report.

The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

The Governor's website, <http://www.governor.state.tx.us/divisions/cjd>, provides general information needed to properly administer CJD grants and offers links to CJD documents, forms and resources such as:

- Texas Administrative Code (TAC)
- Uniform Grant Management Standards (UGMS)
- Office of Justice Programs (OJP) Financial Guide – Not applicable to grants awarded through the Crime Stoppers Assistance Funds, Safe and Drug-Free Schools and Communities Act, State Criminal Justice Planning Fund, and State Drug Court Program.
- U.S. Department of Education Administrative Regulation (EDGAR) – Applies to Safe and Drug-Free Schools and Communities Act grants only
- Federal and state agency home pages
- Grant program descriptions and funding information
- Regional Councils of Governments contact information
- CJD Request for Funds Form, Expenditure Report Instructions and other important information

CJD looks forward to working with you to ensure the success of your program.

Sincerely,

Ken C. Nicolas
Executive Director

POST OFFICE BOX 12428 AUSTIN, TEXAS 78711- (512) 463-1919 (VOICE) / (512) 475-3165 (TDD)

GRANT AWARD PACKET

This award packet is the authorized official's notification that the grant described below has been awarded by the Governor. The initial acceptance process is complete once the 'Grantee Acceptance Notice' has been completed, signed and returned to the Criminal Justice Division (CJD). A grantee may not expend CJD funds awarded until this notice is approved by CJD. Please do not change the preprinted information on any of the enclosed forms within the 'Grant Award Packet'.

Part I: Statement of Grant Award

The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded (as listed below).

Grant Number:	WF-05-V30-13500-08	CJD Award:	\$30,000
Grantee Name:	Tom Green County	Grantee Cash Match:	\$10,000
Project Title:	Domestic Violence Prosecution Unit	Grantee In Kind Match:	\$0
Grant Period:	09/01/2005 - 08/31/2006	Total Project Cost:	\$40,000
Program Fund:	WF-Violence Against Women Act (VAWA) Fund	Date Awarded:	12/29/2005
Region:	Concho Valley Council of Governments	Date Issued:	12/29/2005

Part II: Special Conditions and Requirements

By signing and submitting the 'Grantee Acceptance Notice' to CJD, the grantee accepts the responsibility for the grant project and agrees with the conditions of grant funding as stated below. The grantee's funds shall be placed on hold until the grantee has satisfied the requirements of the special conditions and requirements, if any, cited below:

Single Audit Review Required: Entities that expend \$500,000 or more in a year in Federal or State awards shall have a single audit conducted in accordance with OMB A-133 and/or UGMS, Single Audit Circular.

Condition(s) of Funding

A total of \$30,000.00 is available for this project. To expedite the award process, CJD has tentatively placed all funds within the Contractual Budget Category. Prior to the release of funding, a revised budget must be submitted for CJD review totaling no more than \$30,000.00 plus a 25% match and appropriately distributing the funds among eligible budget categories to best suit the needs of the project.

Part III: Approved Budget Detail

The approved budget is reflected below. For more detailed information regarding the administration of these funds, please reference the Texas Administrative Code, Subchapter B. General Grant Program Policies, and Subchapter E. Administering Grants.

	CJD	Cash Match	In Kind	TOTAL
A. Personnel:	\$0	\$0	\$0	\$0
B. Contractual:	\$30,000	\$10,000	\$0	\$40,000
C. Travel:	\$0	\$0	\$0	\$0
D. Equipment:	\$0	\$0	\$0	\$0
E. Construction:	\$0	\$0	\$0	\$0
F. Supplies:	\$0	\$0	\$0	\$0
G. Indirect:	\$0	\$0	\$0	\$0
Total:	\$30,000	\$10,000	\$0	\$40,000

Budget Detail:

- B. A total of \$30,000.00 is available for this project. To expedite the award process, CJD has tentatively placed all funds within the Contractual Budget Category. Prior to the release of funding, a revised budget must be submitted for CJD review totaling no more than \$30,000.00 plus a 25% match and appropriately distributing the funds among eligible budget categories to best suit the needs of the project. ; CJD Funds \$30,000 ; Cash Match \$10,000 ; In-Kind \$0 ; Line Total: \$40,000
Total: \$40,000

Grant Budget Form					
Legal Name of Organization:	Tom Green County				
Title of Project:	Domestic Violence Prosecution Unit				
Grant Period:	From:	9/1/2005	To:	8/31/2006	
Current Grant Number (If Continuation):	13500-05				
Minimum Match Percentage (If Applicable):	25%	1. ENTER the CJD Requested Amount:			\$30,000
Minimum Match Amount (If Applicable):	\$10,000				
2. ENTER Program Income Applied to this Budget (If Applicable):	\$0	Total Project Cost Amount:			\$40,000
BUDGET DETAIL					
PERSONNEL	Salary % Applied to the Grant	CJD Funds	Cash Match	In-Kind	Total
Prosecutor-Responsible for reviewing, filing, and prosecuting cases. Also provides training for various groups.	92.00%	\$30,000	\$10,000		\$40,000
	0.00%	\$0	\$0		\$0
					\$0
					\$0
CONTRACTUAL AND PROFESSIONAL		CJD	Cash	In-Kind	Total
					\$0
TRAVEL AND TRAINING		CJD	Cash	In-Kind	Total
					\$0
EQUIPMENT		CJD	Cash	In-Kind	Total
					\$0
SUPPLIES AND DIRECT OPERATING		CJD	Cash	In-Kind	Total
					\$0
					\$0
					\$0
					\$0
INDIRECT COSTS (the Direct Costs Against Which the Indirect Rate is		CJD Direct Costs	Match Direct Costs	Indirect Rate	Total
					\$0
BUDGET SUMMARY					
BUDGET CATEGORIES		CJD	CASH	IN-KIND	TOTAL
PERSONNEL		\$30,000	\$10,000	\$0	\$40,000
CONTRACTUAL AND PROFESSIONAL SERVICES		\$0	\$0	\$0	\$0
TRAVEL AND TRAINING		\$0	\$0	\$0	\$0
EQUIPMENT		\$0	\$0	\$0	\$0
SUPPLIES AND DIRECT OPERATING EXPENSES		\$0	\$0	\$0	\$0
TOTAL DIRECT COSTS:		\$30,000	\$10,000	\$0	\$40,000
INDIRECT COSTS		\$0	\$0	\$0	\$0
TOTAL:		\$30,000	\$10,000	\$0	\$40,000
Actual Total Match:			\$10,000		
Actual Match Percentage Applied to this Budget:			25.00%		

AMENDMENT TO AGREEMENT
BETWEEN
COUNTY OF TOM GREEN
&
TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER

It is mutually understood and agreed by and between the undersigned contracting parties of the above-referenced contract to amend said contract effective January 1, 2006 as follows:

Article I, Services to be Performed, paragraph B.1, second sentence, is changed to read:

After hours, County will contact the Medical Examiner's Office by phone at 806-743-7755.

Article III, Court Appearances, paragraph B, first sentence, is changed to read:

As part of the services under this Agreement, TTUHSC's pathologist will appear as necessary during grand jury proceedings, depositions, court hearings, and trials in any civil or criminal case involving County.

Article III, Court Appearances, paragraph C, is changed to read:

TTUHSC shall be reimbursed for all fees (per Attachment A) and expenses associated with such appearances as well as pre-trial consultation and records reviews, Evidence shipping, and all travel expenses associated with any such appearances, including hotel, food, and mileage expenses.

Article VII, Compensation, paragraph A, is hereby deleted and replaced with:

Payment for services shall be reimbursed by County according to the fee schedule at Attachment A (attached).

Article VII, Compensation, paragraph C, second sentence, is changed to read:

Invoices presented to County for fees, Evidence shipping, and travel expenses shall be paid within 30 days of receipt of invoice.

Article X, Notice, second sentence, notice point of contact for TTUHSC is changed to read:

Dale Dunn, M.D.
Chairman, Department of Pathology
Texas Tech University Health Sciences Center
3601 4th Street
Lubbock, Texas 79430

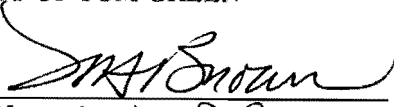
All other terms and conditions not amended herein are to remain in full force and effect.

**TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER**

By: _____
Elmo M. Cavin
Executive Vice President

Date: _____

COUNTY OF TOM GREEN

By: 
Printed Name: Michael D. Brown
Title: County Judge

Date: 1-10-06

**ATTACHMENT A
FEE SCHEDULE
TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER
MEDICAL EXAMINER'S OFFICE**

Level 1 Cases \$2,000

(Autopsy to determine the cause and manner of death only. Includes basic toxicology)

Level 2 Cases \$2,500

(Includes x-rays, autopsy photographs and basic toxicology. All other tests will be billed)

Including but not limited to:

1. Homicide
2. Multiple gunshot wounds (>1)
3. Multiple sharp force injuries (>1)
4. Suspected sexual assault deaths
5. All infant deaths
6. Any child involved in non-accidental injury with multiple medical problems
7. All stillborn or intrauterine fetal demise deaths
8. Industrial and on the job deaths
9. Advanced decomposed and unidentified remains
10. Embalmed bodies
11. Death with multiple medical problems and autopsy goes beyond basic cause of death determination to further establish extent of the natural process
12. Post therapeutic intervention death
13. Aircraft fatalities
14. Explosions

Level 3 Cases \$3,500

1. Exhumations
2. Level 2 cases which require extensive work beyond the scope expected of Level 2.

Additional Fees

Testimony / Expert Witness Fees

\$800/day w 1 day minimum for physician plus travel expenses

\$300/day w 1 day minimum for non-physician plus travel expenses

Depositions*

At LCME Office:

\$1200 minimum for first 2 hrs., \$500 each additional hr.

Away from LCME Office:

\$2000 minimum for first 2 hrs., \$500 each additional hr. plus travel time and travel expenses

*Applies only to cases in which County/state is the requesting party.

Consultations/Records Reviews*

At LCME Office:

\$300/hr

Away from LCME office plus travel time and travel expenses
\$400/hr

*Applies only to cases in which County/state is the requesting party.