

**Tom Green County Commissioners' Court**  
**February 14<sup>th</sup>, 2006**

The Commissioners' Court of Tom Green County, Texas, met in Regular Session February 14<sup>th</sup>, 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 8:39 AM.
2. Commissioner Ralph Hoelscher offered the invocation. Pledge of Allegiance to the United States and the Texas Flags were recited.
4. **Commissioner Easingwood moved to accept the Consent Agenda presented. Commissioner Bookter seconded the motion. The following items were presented:**
  - A. Approved the Minutes of the Regular Meetings from January 24<sup>th</sup>, 2006. There were no minutes from the special workshop on the Faith Based Prison from January 26<sup>th</sup>, 2006 because there was **no action** taken.
  - B. Approved the Minutes of Accounts Allowable (Bills) from January 25<sup>th</sup> – February 14<sup>th</sup>, 2006, in the amount of \$ 1,737,866.43. (Recorded with these Minutes.)  
Approved the Purchase Orders from January 23<sup>rd</sup> – 27<sup>th</sup>, 2006 in the amount of \$95,735.11  
from January 30<sup>th</sup> – February 3<sup>rd</sup>, 2006 in the amount of \$10,559.65 and  
from February 6<sup>th</sup> – 10<sup>th</sup>, 2006 in the amount of \$60,038.44.

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.</u> <u>DATE</u>	<u>GRADE</u> <u>/STEP</u>	<u>SALARY</u>	<u>SUPP/CAR ALLOW</u>
Wallace, LaDonna K.	Jail	New Hire	2-01-06	16/1	\$931.89 S/M	
Garrison, Cheri A.	Custodial Services	New Hire	1-27-06	N/A	\$5.45/Hour	
Ward, Jaylon M.	Jail	New Hire	1-30-06	16/1	\$931.89 S/M	
Montez, Rudy M.	Road & Bridge 2/4	New Hire	2-02-06	13/1	\$805.00 S/M	
Whitaker, Mark	Jail	New Hire	1-30-06	16/1	\$931.89 S/M	
Benton, Michael S.	Elections	Other	1-24-06	N/A	\$1544.92 S/M	\$169.61/\$24.00
Beltran, Jaime V.	Juvenile	Other	1-18-06	N/A	\$1182.63 S/M	
Black, Megan B.	Library	New Hire	1-20-06	N/A	\$6.05/Hour	
Hicks, Elizabeth A.	Extension	New Hire	2-01-06	N/A	\$6.90/Hour	\$69.00 S/M
Kiser, Ninfia I.	Jail	New Hire	2-02-06	16/1	\$931.89 S/M	
Knittle, Janice M.	Library	New Hire	2-07-06	N/A	\$6.45/Hour	
Martinez, Maria M.	Vehicle Reg.	New Hire	2-06-06	10/1	\$695.39 S/M	
Bennett, Ann E.	Treasurer	Transfer	3-01-06	21/1	\$1189.36 S/M	
Wood, Thomas J.	Jail	New Hire	2-09-06	16/1	\$931.89 S/M	
George, Daniel G.	Juvenile	New Hire	01-21-06	N/A	\$7.50/Hour	

Clark, Beverly E.	Library	Promotion	01-25-06	N/A	\$6.90/Hour
Ellis, Kelly J.	County Attorney	New Hire	2-09-06	N/A	\$1833.33 S/M

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

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	<u>GRADE /STEP</u>	<u>SALARY</u>	<u>SUPP/CAR ALLOW</u>
Zamudio, Gloria	Library	Resignation	1-20-06	N/A	\$6.45/Hour	
Rich, Raymond C.	Jail	Resignation	1-30-06	16/2	\$955.19 S/M	
Guess, Nolan M.	Jail	Resignation	2-02-06	16/2	\$955.19 S/M	
King, Leslie M.	CRTC	Resignation	1-26-06	N/A	\$812.23 S/M	
Nussbaum, Claire A.	Library	Dismissal	1-24-06	N/A	\$6.90/Hour	
Torres, Sherrie	Jail	Resignation	1-24-06	16/1	\$931.89 S/M	
Hooten, Kristy N.	CSCD	Resignation	2-15-06	N/A	\$1268.95 S/M	
Tennie, Johnnie U.	Treasurer	Resignation	2-28-06	21/1	\$1189.36 S/M	
Lopez, Joseph L.	Jail	Resignation	2-14-06	16/1	\$931.89 S/M	
Eades, Ruth	Collections	Resignation	2-10-06	8/1	\$630.74 S/M	

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

- D. Accepted the County Clerk's Criminal Collection Report for December 2005 in the amount of \$46,048.75 with 312 defendants making payments (up from December 2004 \$37,251.09 with 238 defendants) and for January 2006 in the amount of \$61,214.50 with 383 defendants making payment (up from January 2005 \$45,465.26 and 272 defendants).
- E. Acknowledged the certification of the County Clerk, Elizabeth McGill, for completion of the required hour of continuing education for 2005. (Recorded with these minutes.)
- F. Accepted the Indigent Health Care Monthly 105 Report of Expenditures for December 2005 and January 2006 as a matter of record. (Recorded with these minutes.)
- G. Set March 3, 2006 as the opening date for RFB 06-009 "2 or More New Model 1 ton Extended Cab Pickups".
- H. Accepted the Fee Collection Report for January 2006 by Justice of the Peace Precinct #1 (\$22,735.00-216 defendants), Precinct #2 (\$40,795.00- 381 defendants), Precinct #3 (35,945.00- 403 defendants) & Precinct #4 (28,374.33- 215 defendants) pursuant to Section 114.044 of the Local Government Code as a matter of record. (Filed in the County Clerk's Office.)
- I. Approved the donation of shelving to a non-profit organization.

- J. Set March 10, 2006 as the opening date for RFB 06-010 "Parking Lot Expansion for the Edd B. Keyes Building."
- K. Approved the base salary for newly elected officials for FY 2006 at 5% increase over FY 2005 base salary.
- L. Approved request from Verizon Southwest to construct a communication line within the right-of-way of a county road to bore 50 feet under John Curry Road from the south right-of-way to the north right-of-way, near Christoval, Texas, by placing a buried drop wire and a 2 inch PVC pipe at a minimum depth of 24 inches.
- M. Approved a request from Verizon Southwest to construct a communication line within the right-of-way of a county road by burying a drop wire 3 feet in west right-of-way for a distance of 390 feet then bore 25 feet to the east right-of-way with a 1.25 inch poly pipe with the drop inside; located at 6602 Treece Road, 1 mile north of US Highway 87, with all drop wire and poly pipe placed a minimum depth of 24 inches.
- N. Approved an exemption from the bid process as stated in LGC 262.024 for the purchase of a vehicle from the Texas Department of Public Safety (DPS).
- O. Accepted the Extension Service Monthly Schedule of Travel for January 2006 as a matter of record. (Recorded with these minutes.)

**The motion passed 5-0.**

- 5. Judge Brown tabled the request for approval of Memorandum of Understanding with SAISD for ACES for further clarification.
- 6. **Commissioner Easingwood moved to utilize a construction manager at risk and issue an RFP for the repairs of the walls in the Courthouse basement. Commissioner Floyd seconded the motion. The motion passed 5-0.**
- 7. **Judge Brown moved to authorize the hiring of a temporary employee for the Facilities Maintenance Department during the recuperation time of a current employee who is out with a work related injury. Commissioner Bookter seconded the motion. The motion passed 5-0.**
- 16. **Commissioner Hoelscher moved to allow the East Concho Volunteer Fire Department, a 501C organization, not a corporation, to name Tom Green County as their government entity on Grant Applications, which will allow them to apply for grants that will assist them in purchasing coveralls, gloves and helmets at a reduced rate that are better suited for battling grass fires,**

workmen's comp insurance and will allow them to apply for tuition grants to A&M Fire Training Academy, as well as several other grant opportunities. Commissioner Floyd seconded the motion. The motion passed 5-0.

17. Commissioner Floyd moved to move \$12,500.00 from the RKR fund and allow up to 25% of the original budgeted amount for the Volunteer Fire Departments (based upon written request with itemized expenses incurred) into a fund to be utilized for the increased expenses brought on by the excessive amount of fires this year. Judge Brown seconded the motion. The motion passed 5-0.

8. Commissioner Easingwood moved to adopt a Resolution and authorize the Tom Green County Sheriff's Crisis Intervention Unit to submit a Victim's of Crime Act Grant application in order to continue the program from the Criminal Justice Division of the Governor's Office and authorize the County Judge to sign the necessary papers. Judge Brown seconded the motion. The motion passed 5-0. (Recorded with these minutes.)

9. Judge Brown moved to approve the Agreement to House Inmates between Reagan County and Tom Green County at an increase from \$30.00 per day to \$33.00 per day. Commissioner Bookter seconded the motion. The motion passed 5-0. (Recorded with these minutes.)

10. Commissioner Floyd moved to accept the presentation of the Tom Green County Sheriff's Department's Racial Profiling Report, as presented by Chief Deputy Truman Richey, stating that no complaints had been received. Commissioner Easingwood seconded the motion. The motion passed 5-0. (Filed with the County Clerk)

11 & 12. Judge Brown moved to Accept the "Thermal Eye" equipment from the U.S. Army's Technology Transfer Program at no cost to the County, approve the government funding for out of state travel and authorize CID Sgt. Barry Moore to travel to Albuquerque, New Mexico for training on the use of the "Thermal Eye", as required before the transfer of the equipment. Commissioner Floyd seconded the motion. The motion passed 4-0. (Commissioner Bookter absent for the vote.)

5. Commissioner Easingwood moved to approve the Memorandum of Understanding with modifications to paragraphs 17, 18, & 19 and proviso that insurance accepted benefits outweigh the possibility of liability to the County effective February 1, 2006 through May 31, 2006, including a 30 day out clause as presented by Legal Counsel, Keith Davis, between San Angelo Independent School District and Tom Green County for the benefit of ACES (alternative Education program) to be conducted in the portable building adjacent to the

**Juvenile Justice Center. Authorize Judge Brown to sign the modified MOU upon completion of the revision. Commissioner Hoelscher seconded the motion. The motion passed 4-0. (Judge Brown absent for the vote.)**

**13. Judge Brown moved to approve Amendment #10 to the Management Operating Agreement between Tom Green County and ARAMARK regarding an increase in the price of meals for inmates. Commissioner Easingwood seconded the motion. The motion passed 5-0. (Recorded with these minutes.)**

**14. The Quarterly Tom Green County Data Systems Report was tabled until the next meeting.**

**15. Commissioner Easingwood moved to authorize payment of the balance due to Texas Political Subdivisions as a result of the Workers Comp Audit for FY 2005 with the amount not to exceed \$27,330.00 with funds coming from the Workers Comp line item. Judge Brown seconded the motion. The motion passed 5-0.**

**18. Issues relating to the Wind Turbine Projects in Tom Green County were tabled until the next meeting.**

**19. There was no report regarding the Hemphill Wells Building/Library Committee Report.**

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

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

**22. Future Agenda Items Discussed:**

- 23. Consider Quarterly Tom Green County Data Systems Report as a matter of record.**
- 24. Consider issues relating to Wind Turbine Projects in Tom Green County.**
- 25. Consider hiring an administrator and applying for the Indigent Defense Grant.**
- 26. Consider Grape Creek ISD request regarding safety issues.**

**23. Announcements:**

- 1. Next Regular Commissioners' Court Meeting will be February 28 2006.**
- 2. February 17, 2006 will be the Tom Green County Annual Chile Cook – off.**

3. Rodeo Parade is Saturday and the Rodeo starts Thursday night.
4. Early voting begins February 21, 2006.

**24. Judge Brown adjourned the meeting at 11:14 AM**

As per HB 2931, Section 4:

**I, Elizabeth McGill, County Clerk of Tom Green County, Texas do hereby attest that this is an accurate accounting of the proceedings of the Commissioners' Court Meeting that met in Regular Session on February 14<sup>th</sup>, 2006.**

**I hereby set my hand and seal to this record February 14<sup>th</sup>, 2006.**

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

# Treasurers' Report on Bills during the Period of

January 25, 2006 TO February 14, 2006

Hand delivered Date: 02/10/06 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

\$1,392,852.02 All Bank Accounts- Refer to Last Page

\$507,714.21 Payroll-Employee Paychecks

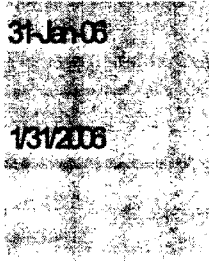
Payroll-Employee or Eedion Paychecks

\$960.00 Jury Checks

-\$163,659.80 Voids-Month of

Miscellaneous

\$1,737,866.43 Grand Total



Submitted by Dianna Spieker, Dianna Spieker, County Treasurer

Prepared by Gloria Mata, Deputy Treasurer

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

<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, Jr.</u>	Richard Easingwood, Commissioner Pct #4
<u>Mike Brown</u>	Mike Brown, County Judge

COUNTY & DISTRICT CLERKS'  
ASSOCIATION OF TEXAS

CERTIFICATE OF COMPLETION

AWARDED TO

**ELIZABETH (LIZ) MCGILL**

*For completing the required 20 Hours of Continuing Education for 2005  
as prescribed in Section 51.605 of the Texas Government Code*

*In witness therefor, recognition is hereby made this January, 2006.*

*Beth A. Rothermel*

*Beth A. Rothermel, President*

*Brenda Hudson*

*Brenda Hudson, Vice President*

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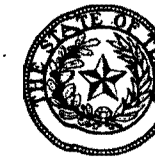




*Texas Vital Statistics  
Texas Department of State Health Services  
recognizes*

*Elizabeth McGill*

*For completion of the  
Master Registrar Certification Course  
May 3 - 5, 2005*





*Texas State Library and Archives Commission*

*is pleased to present this*

*Certificate of Completion*

*to*

***Elizabeth McGill***

*for participation in*

***Electronic Document Imaging***

**Credit Hours: 3.50**

***November 29, 2005***

*Presented by the State and Local Records Management Division*

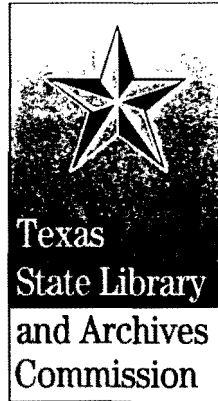
*Peggy D. Rudd*

Peggy D. Rudd  
Director and Librarian  
Texas State Library and Archives Commission

*Michael Heskett*

Michael Heskett  
Director and State Records Administrator  
State and Local Records Management Division

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*Texas State Library and Archives Commission*

*is pleased to present this*

# *Certificate of Completion*

*to*

***Elizabeth McGill***

*for participation in*

***Disaster Planning***

**Credit Hours: 3.00**

***November 29, 2005***

*Presented by the State and Local Records Management Division*

*Peggy D. Rudd*

Peggy D. Rudd  
Director and Librarian  
Texas State Library and Archives Commission

*Michael Heskett*

Michael Heskett  
Director and State Records Administrator  
State and Local Records Management Division

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# Office of the Attorney General of Texas



## Maternity Opportunity Program

*Hereby certifies that*

Elizabeth "Liz" McGill

*of*

Tom Green County Clerk's Office

*Received 3 CCL hrs. of training on the Acknowledgement of Paternity*

*on*

December 4, 2005

*Alicia B. Key*

Alicia G. Key  
Director of Child Support Division

Entity Code: C226

CIHCP MONTHLY FINANCIAL/ACTIVITY REPORT

County Name Tom Green County Report for (Month/Year) 12/05  
Amendment of the Report for (Month/Year) \_\_\_\_\_

I. Caseload Data

Number of eligible individuals at the end of the report month	72
Number of SSI appellants within caseload at the end of report month	20

II. Creditable Expenditures During Report Month

Physicians Services	1. \$2,057.67	
Prescription Drugs	2. \$4,791.32	
Hospital, Inpatient Services	3. \$4,945.83	
Hospital, Outpatient Services	4. \$12,019.98	
Laboratory/X-Ray Services	5. \$1,237.07	
Skilled Nursing Facility Services	6. \$0.00	
Family Planning Services	7. \$0.00	
Rural Health Clinic Services	8. \$0.00	
State Hospital Contracts	9. \$0.00	
Optional Services	10. \$919.54	
Total Expenditures (Add #1 through #10.)		11. \$25,971.41
Reimbursements Received (Do not include State Assistance.)	12. ( \$28,445.32 )	
6% Case Review Findings (\$ in error)	13. ( )	
Total to be deducted (Add #12 + #13.)		14. ( \$28,445.32 )
Credit to State Assistance Eligibility/Reimbursement (#11 minus #14)		15. -\$2,473.91

STATE FISCAL YEAR (September 1 – August 31) TOTAL \$ 163,203.34

General Revenue Tax Levy (GRTL) \$ 20,440,448.00

8% of GRTL \$ 1,635,235.84 6% of GRTL \$ 1,226,426.88

Anita D. Dunlap 01/09/06  
Signature of Person Submitting Report Date

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

# **CIHCP MONTHLY FINANCIAL/ACTIVITY REPORT**

County Name Tom Green County

Report for (Month/Year) \_\_\_\_\_

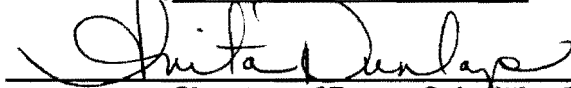
Amendment of the Report for (Month/Year) 12/05

## **I. Caseload Data**

Number of eligible individuals at the end of the report month	72
Number of SSI appellants within caseload at the end of report month	20

## **II. Creditable Expenditures During Report Month**

Physicians Services	1. \$2,057.67	
Prescription Drugs	2. \$4,791.32	
Hospital, Inpatient Services	3. \$4,945.83	
Hospital, Outpatient Services	4. \$12,019.98	
Laboratory/X-Ray Services	5. \$1,237.07	
Skilled Nursing Facility Services	6. \$0.00	
Family Planning Services	7. \$0.00	
Rural Health Clinic Services	8. \$0.00	
State Hospital Contracts	9. \$0.00	
Optional Services	10. \$919.54	
<b>Total Expenditures</b> (Add #1 through #10.)		<b>11. \$25,971.41</b>
<b>Reimbursements Received</b> (Do not include State Assistance.)	<b>12. ( \$28,445.32 )</b>	
<b>6% Case Review Findings</b> (\$ in error)	<b>13. ( )</b>	
<b>Total to be deducted</b> (Add #12 + #13.)		<b>14. ( \$28,445.32 )</b>
<b>Credit to State Assistance Eligibility/Reimbursement</b> (#11 minus #14)		<b>15. -\$2,473.91</b>

STATE FISCAL YEAR (September 1 – August 31) TOTAL \$ 162,645.74General Revenue Tax Levy (GRTL) \$ 20,440,448.008% of GRTL \$ 1,635,235.846% of GRTL \$ 1,226,426.88


Signature of Person Submitting Report

02/02/06

Date

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

# CIHCP MONTHLY FINANCIAL/ACTIVITY REPORT

County Name Tom Green CountyReport for (Month/Year) 01/06

Amendment of the Report for (Month/Year) \_\_\_\_\_

## I. Caseload Data

Number of eligible individuals at the end of the report month	85
Number of SSI appellants within caseload at the end of report month	17

## II. Creditable Expenditures During Report Month

Physicians Services	1. \$11,561.19	
Prescription Drugs	2. \$4,573.93	
Hospital, Inpatient Services	3. \$0.00	
Hospital, Outpatient Services	4. \$16,313.68	
Laboratory/X-Ray Services	5. \$2,743.91	
Skilled Nursing Facility Services	6. \$0.00	
Family Planning Services	7. \$0.00	
Rural Health Clinic Services	8. \$0.00	
State Hospital Contracts	9. \$0.00	
Optional Services	10. \$1,303.76	
Total Expenditures (Add #1 through #10.)		11. \$36,496.47
Reimbursements Received (Do not include State Assistance.)	12. ( \$11,249.49 )	
6% Case Review Findings (\$ in error)	13. ( )	
Total to be deducted (Add #12 + #13.)		14. ( \$11,249.49 )
Credit to State Assistance Eligibility/Reimbursement (#11 minus #14)		15. \$25,246.98

STATE FISCAL YEAR (September 1 – August 31) TOTAL \$ 187,892.72General Revenue Tax Levy (GRTL) \$ 20,440,448.008% of GRTL \$ 1,635,235.846% of GRTL \$ 1,226,426.88


Signature of Person Submitting Report

02/02/06

Date

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

## MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

NAME: Steve Sturtz	TITLE: CEA-AG/NR
COUNTY: Tom Green	MONTH: January

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
1/2-1/7	4-H building committee meeting, Livestock Association Sale Committee meeting, Quality Counts Steering Committee Meeting - Austin. Sandhills Stock show- Odessa. 4-H Project Management Selection - Cattle, Swine, Goats & Sheep. Producer Mangement Cotton, Rangeland, Livestock (Wall, Christoval, Water Valley, Grape Creek). Office Mgmt (Reports, Mail, E-Mail, Phone).	625		
1/9-1/14	Ag Media Day (Wall, Vancourt, ASU)4-H building Meeting, Livestock Association Sale Committee meeting. TDA Pesticide Applicator Training and testing for Agents. Veribest Project show. (4-H Building). 4-H Project Management - Cattle, Swine, Goats & Sheep in preparation for School Shows and Tom Green County Livestock Show. Tom Green County Junior Livestock Show	250		
1/16-1/21	Performance Appraisal, Financial Audit, Civil Rights Review. Beef 706 Planning Meeting. Office Mgmt (Reports, Mail, E-Mail, Phone). Travis County Lamb Show- Austin, Kerrville District Show- Kerrville 4-H Project Management -Cattle, Swine, Goats & Sheep. Producer Mangement Cotton, Rangeland, Livestock (Wall, Christoval, Water Valley, Grape Creek).	876		
1/23-1/31	TWA/TSCRA Field Day planning meeting. Beef 706 Planning Meeting. Natural Resource Field Day Planning Meeting. Office Mgmt. Jr Breeding Sheep Show (Ft. Worth) (Reports, Mail, E-Mail, Phone). Ft. Worth Stock Show assisted 48 4-hers and parents with livestock projects.	1299		
GRAND TOTAL OF MILEAGE, MEALS & LODGING		??	??	??

Other expenses (list)

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



DATE: January		NAME: Steve Sturtz		
CURRENT MONTHS CONTACTS				
TELEPHONE	OFFICE	SITE CONTACTS	NEWS ARTICLES	NEWSLETTERS
78	107	90		
RADIO	TELEVISION	FIELD VISITS	PROGRAMS	TOTAL
	3	115	4	376

MAJOR PLANS FOR NEXT MONTH:	
DATE	ACTIVITY
2/1-2/4	Ft. Worth Stock Show
2/7	Shamrock Shuffle Meeting
2/9	Last Chance CEU Training
2/10-2/18	San Antonio Livestock Show
2/19-2/25	San Angelo Stock Show



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

<b>DATE: Jan 2006</b>		<b>NAME: John Begnaud</b>		
<b>CURRENT MONTHS CONTACTS</b>				
<b>TELEPHONE</b>	<b>OFFICE</b>	<b>SITE CONTACTS</b>	<b>NEWS ARTICLES</b>	<b>NEWSLETTERS</b>
329	46	12	1	1
<b>RADIO</b>	<b>TELEVISION</b>	<b>FIELD VISITS</b>	<b>PROGRAMS</b>	<b>TOTAL</b>
23	5	11	3	

<b>MAJOR PLANS FOR NEXT MONTH: Feb 2006</b>	
<b>DATE</b>	<b>ACTIVITY</b>
1,13,	Radio Taping
2	T.V. Line
9	CEU Training
18,19	San Angelo Stock Show
18	Landscape School-Abilene
22	Permian Basin Master Gardener Program
24,25,26	Neil Sperry Garden Show Program
28	Callahan Tree Program
7,14,21 28	Concho Valley Master Gardener Training 6-9 p.m.

## MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

NAME: Garry Branham	TITLE: CEA 4-H & Youth Development
COUNTY: Tom Green	MONTH: January

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
2	County Council/Adult Leaders Meeting	14		
3	County Show Preparation	32		
4	Employee Orientation, County Show Duties	45		
5	County Show Duties	16		
6-7	Odessa Stock Show	362		
9	Ag Media Day, Tom Green County Fair Meeting	63		
10	Kids, Kows & More Mtg., County Fair Duties, Parliamentary Procedure Training	82		
11	Interview 4-H Program Assistant, County Show Duties	32		
16	Performance Appraisal, Office Duties	12		
18	County Show Duties	37		
19	County Show Duties, SAISD Show, Wall Show	76		
20-21	Tom Green County Fair & Jr. Livestock Show	42		
12,17,23-27,30-31	General 4-H & Office Business	133		
<b>GRAND TOTAL OF MILEAGE, MEALS &amp; LODGING</b>		<b>946</b>	<b>0</b>	<b>0</b>

Other expenses (list) \_\_\_\_\_

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

DATE:      January		NAME:      Garry Branham		
CURRENT MONTHS CONTACTS				
TELEPHONE	OFFICE	SITE CONTACTS	NEWS ARTICLES	NEWSLETTERS
87	18	399	1	325
RADIO	TELEVISION	FIELD VISITS	PROGRAMS	TOTAL
	2	2	3	837

MAJOR PLANS FOR NEXT MONTH:	
DATE	ACTIVITY
6	County Council/ Adult Leaders Meeting
7	Shamrock Shuffle Committee Meeting
10	West Texas Vet Camp Planning Meeting
17-26	San Angelo Junior Livestock Show

**TEXAS AGRICULTURAL EXTENSION SERVICE**  
**The Texas A&M University System**  
**MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT**


<b>Name:</b>	Kathy Aycock	<b>Title:</b>	County Extension Agent - FCS
<b>County:</b>	Tom Green	<b>Month:</b>	January, 2006

[illegible]

**Other Expenses (list)**

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

me in performance of official duties for the month

  
County Extension Agent



## **RESOLUTION**

**WHEREAS,** The Tom Green County Commissioners Court finds it in the best interest of the citizens of Tom Green County, that the Tom Green County Sheriff's Crisis Intervention Unit be operated for the FYE 2007; and

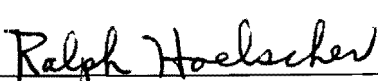
**WHEREAS,** The Tom Green County Commissioners Court agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Criminal Justice Division, Victims of Crime Act Grant application; and


**WHEREAS,** The Tom Green County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Tom Green County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

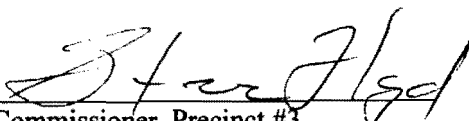
**WHEREAS,** The Tom Green County Commissioners Court designates the Tom Green County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.


**NOW THEREFORE, BE IT RESOLVED** that the Tom Green County Commissioners Court approves submission of the grant application for the Tom Green County Sheriff's Crisis Intervention Unit to the Office of the Governor, Criminal Justice Division.

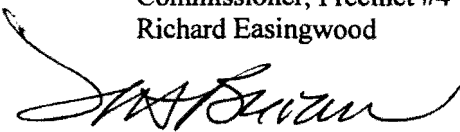
Passed and Approved this the 14<sup>th</sup> day of February, 2006  
Signed by:

  
\_\_\_\_\_  
Commissioner, Precinct #1  
Ralph Hoelscher

  
\_\_\_\_\_  
Commissioner, Precinct #2  
Karl Bookter

  
\_\_\_\_\_  
Commissioner, Precinct #3  
Steve Floyd

  
\_\_\_\_\_  
Commissioner, Precinct #4  
Richard Easingwood

  
\_\_\_\_\_  
County Judge, Michael D. Brown

Grant Application Confirmation Number: \_\_\_\_\_



#4

THE STATE OF TEXAS  
  
COUNTY OF REAGAN

§  
§  
§

AGREEMENT TO HOUSE INMATES

This agreement is made and entered into by and between Reagan County and Reagan County Sheriff (herein "Reagan County"), and the undersigned County Judge and County Sheriff, (herein "Contracting County"), and voids all previous agreements between Reagan County and Contracting County  
WITNESSETH:

**WHEREAS**, Contracting County desires to house and provide beds at the Reagan County Law Enforcement Center (RCLEC) for inmates in the custody of Contracting County; and

**WHEREAS**, Reagan County, when space is available, has additional space and beds in the RCLEC to house inmates from Contracting County; and

**WHEREAS**, all inmates from Contracting County shall be housed and beds furnished in the RCLEC in accordance with a Jail Plan approved by the Texas Commission on Jail Standards.

TERMS AND CONDITIONS

1. RCLEC may house any amount of inmates for Contracting County as bed space is available, at the discretion of the Sheriff of Contracting County or his successor in office.
2. The following consideration shall be paid to Reagan County for each day or part thereof for each inmate held in the RCLEC:  

\$33.00 for each ADULT MALE inmate  
\$33.00 for each inmate with special physical or medical needs  
\$33.00 for each ADULT FEMALE inmate
3. No juveniles may be housed in the RCLEC.
4. The expense of any prescription medications, emergency care, and other medical needs of any inmate shall be the responsibility of Contracting County. Reagan County shall provide certain non-prescription medications for inmates at no cost to Contracting County. However, RCLEC reserves the right to charge a small fee to any inmate for non-prescription medication and medical services rendered, ie...facility nurse. Notification will be made to Contracting County prior to any appointment being made for any inmate to see any physician or the facility Doctor. Any inmate

requiring emergency medical care will be transported by BLVFD to Reagan Memorial Hospital at Contracting County's expense. Notification will be given to Contracting County as soon as feasible.

5. Transportation to and from RCLEC of inmates of Contracting County will be made by RCLEC, dependant upon the availability of transportation officer(s).
6. Should an inmate become disruptive or causes a disturbance while housed in the RCLEC, the inmate may be returned to Contracting County or exchanged for another inmate from Contracting County, with the expense of the return or exchange charged to Contracting County.
7. Reagan County reserves the right to screen all inmates from Contracting County for communicable diseases. Reagan County reserves the right to refuse to house any inmate of Contracting County if the inmate has or is suspected to have contracted a communicable disease.
8. Any or all of Contracting County's inmates are subject to early pickup at the discretion of the Sheriff of Reagan County or his designee.
9. Contracting County shall contact Reagan County prior to transporting inmates to the RCLEC.
10. Inmates of Contracting County shall be required to abide by all policies, procedures, and regulations of the RCLEC.
11. Contracting County shall provide a completed Texas Uniform Health Status Update form at the time Reagan County accepts custody of any inmate from Contracting County other than an initial arrest. An Inmate Intake Sheet shall be furnished to RCLEC upon the arrival of any inmate on an initial arrest.
12. All payments made pursuant to this Agreement shall be received no later than the 10th day of the month following the month in which services were rendered, or pursuant to other arrangements made between Reagan County and Contracting County which are mutually agreeable. Payments shall be made to:

COUNTY OF REAGAN, STATE OF TEXAS

Nancy Ratliff, Treasurer

P.O. Box 100

Big Lake, Texas 76932

13. This Agreement shall be construed as a continuing contract, binding on Reagan County and Contracting County as to the terms and conditions herein shown. This Agreement may be terminated by either party upon thirty (30) days written notice, by fax or U.S. mail, to the Sheriff or County Judge of either county.

SIGNED this 14 day of Feb 2006, \_\_\_\_\_.

REAGAN COUNTY

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

Reagan County Judge

Kirk Pullen  
By: \_\_\_\_\_

Reagan County Sheriff

CONTRACTING COUNTY

MA Brown  
By: \_\_\_\_\_

TOM GREEN County Judge

Joe B. Hunt  
By: Joe B. Hunt  
TOM GREEN County Sheriff

**Amendment No. 10 to Management Operating Agreement**

**THIS AMENDMENT No.10** ("Amendment No. 10"), entered into this 14<sup>th</sup> day of February, 2006 by and between the County of Tom Green ("COUNTY"), and ARAMARK Correctional Services, Inc., a Delaware corporation, with offices at the ARAMARK Tower, 1101 Market Street, Philadelphia, Pennsylvania 19107, ("ARAMARK").

**WITNESSETH:**

**WHEREAS**, the COUNTY and the Wackenhut Corporation, through its Correctional Foodservice Management, ("CFM") did enter into an Agreement, dated February 23, 1999, for the management of the food service operation at the Tom Green County Detention Facility; which was amended on April 1, 2000 (hereinafter referred to as "Amendment No.1"); which subsequently such Agreement was assigned by CFM to ARAMARK on December 19, 2000; which such Agreement was again amended on April 1, 2001 (hereinafter referred to as "Amendment No. 2"); which was amended on February 12, 2002 (hereinafter referred to as "Amendment No. 3"); which was amended on April 9, 2002 (hereinafter referred to as "Amendment No. 4"); which was amended on March 27, 2003 (hereinafter referred to as "Amendment No.5"); which was amended on March 31, 2003 (hereinafter referred to as "Amendment No. 6"); which was amended as Amendment No. 5 on October 30, 2003 (hereinafter referred to as "Amendment No. 7"); which was amended on March 22, 2004 (hereinafter referred to as "Amendment No. 8"); which was amended on April 1, 2005 (hereinafter referred to as "Amendment No.9"); and,

**WHEREAS**, the parties desire to amend said Agreement as hereinafter set forth, effective as of April 1, 2006.


**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises in said Agreement and all Amendments thereto, it is mutually agreed as follows:

In accordance with Article V (Compensation, Invoicing, Payment and Price Predetermination), the price per meal charged to the COUNTY by ARAMARK shall be changed as a result of changes in the Consumer Price Index and are set forth in Attachment A. These prices shall be effective on April 1, 2006 and shall remain firm through March 31, 2007.

Except as hereinabove provided, said Agreement, dated February 23, 1999, is hereby in all other respects ratified and confirmed.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No.10 to be signed by their duly authorized representatives the day and year first written above.


**ARAMARK Correctional Services, Inc.**

By:   
Daniel E. Jameson  
Senior Vice President

**County of Tom Green  
State of Texas**

By: 

Witness: 

Witness: 



**Amendment No. 10- Food Services  
Tom Green County, Texas**

		Date Approved:
To:	Jackie Meredith-Batchelor	_____
	Mike Morgioni	_____
	Dan Jameson	_____
	RSD: Patrick Turner	_____
	RVP: Tom Burns	_____
	RFD: Lisa Elrod	_____
	DM: Eddie Noriega	_____
Cc:	Karen Chin	
	Ronica Mangini	
	Region	
	FLM:	
Date:	January 18, 2006	
From:	Chantina Gillespie-Belin	
Phone:	630/568-2551	
FAX:	630/568-2603	

Attached is an Amendment No.10 to the contract for the Tom Green County Detention Facility. It provides that for an extension price adjustment.

If this document meets with your approval, simply reply back to me via E-Mail or FAX. Please "Reply to All" with an E-Mail ONLY if this document requires changes. Any required changes will be incorporated into the document and it will be re-circulated, if necessary.

This document will be sent for signature when approvals have been received, hopefully by January 25, 2006. When it has been returned, it will be forwarded to Steve Brown.

**Attachment A**  
**Tom Green County, Texas**  
**Effective April 1, 2006 through March 31, 2007**

<u>Number of Inmates</u>	<u>Price Per Meal</u>
250-300	\$1.179
301-400	\$1.118
401-500	\$1.009
501-600	\$0.962
601-Above	\$0.929

**MEMORANDUM OF UNDERSTANDING  
SAN ANGELO ISD'S  
ALTERNATIVE CAMPUS EXTENDED SERVICES (A.C.E.S)  
DISCIPLINARY ALTERNATIVE EDUCATION PROGRAM**

This Memorandum of Understanding ("MOU") between San Angelo Independent School District ("SAISD"), Tom Green County, a political subdivision of the State of Texas ("TGC"), and the Tom Green County Juvenile Probation Department ("TGCJPD") is entered under the authority of Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, and Section 37.013 of the Texas Education Code. The subject of the MOU is the facility for the operation of SAISD's Alternative Campus Extended Services ("A.C.E.S."), a disciplinary alternative education program in accordance with Section 37.008 of the Texas Education Code, and the services to be provided in that program by the TGCJPD. The location of the program is the Tom Green County Juvenile Justice Center ("JJC"), 1253 W. 19<sup>th</sup> Street, San Angelo, Tom Green County, Texas.

**PURPOSE AND BENEFIT**

1. SAISD, TGC, and TGCJPD enter this MOU for the purpose of providing an additional disciplinary alternative education program for SAISD that will also have support and assistance from TGCJPD through assignment of one or more juvenile probation officers to the program, in accordance with the terms of the MOU. The A.C.E.S. program will serve those SAISD students who are persistent or serious offenders who have not been successful in the SAISD's Carver Learning Center ("CLC").
2. SAISD will benefit from this MOU by having an additional, more structured setting as an alternative to expulsion for those students whose school conduct would otherwise result in expulsion. TGCJPD will benefit by having an opportunity to more closely supervise juvenile offenders and to provide additional services to those individuals.

**TERM, TERMINATION AND AMENDMENT**

3. This MOU shall be effective February 1, 2006, and will continue until May 31, 2006. On June 1, 2006, the MOU will renew for a one-year period, June 1, 2006 to May 31, 2007, unless any party terminates the MOU in writing according to terms of this MOU.
4. This MOU may be terminated by any party by giving thirty (30) days written notice to the other parties, with or without cause. The decision to terminate the MOU must be made by the governing body of the party in an open

meeting, according to the requirements of the Texas Open Meetings Act, Chapter 551, Texas Government Code.

5. This MOU may be amended at any time provided the amendment is in writing, approved by the governing body of each party, and executed by each party.

#### **COUNTY RIGHTS AND RESPONSIBILITIES**

6. TGC shall provide and make available to SAISD for their exclusive use and control one portable building located on the premises of the Juvenile Justice Center to house the A.C.E.S. program. TGC shall have no responsibility nor obligation for the maintenance, repair and upkeep of the portable building and premises immediately surrounding the portable building nor shall TGC be responsible for providing any parking facilities to be used in conjunction with the A.C.E.S. program.

#### **JUVENILE PROBATION DEPARTMENT'S RIGHTS AND RESPONSIBILITIES**

7. TGCJPD shall provide a juvenile probation officer to provide life skills training and behavior modification counseling for students assigned by SAISD to the A.C.E.S. program. TGCJPD will make reasonable efforts to ensure that a juvenile probation officer is assigned to the A.C.E.S. program for each year this MOU is in effect; however, the obligation to provide a probation officer is subject to the availability of funds and staffing, as determined solely by the TGCJPD. In addition to life skills training and behavior modification counseling, the juvenile probation officer shall serve as a student monitor and carry out related court work and other probation duties and responsibilities for adjudicated students while assigned to the A.C.E.S. program.

8. TGCJPD shall also provide a part-time drug and alcohol abuse counselor for the A.C.E.S. program; however, the obligation to provide a part-time drug and alcohol abuse counselor is subject to the availability of funds and staffing, as determined solely by the TGCJPD.

9. The juvenile probation officer and part-time drug and alcohol abuse counselor shall at all times while providing services to the A.C.E.S. program be employees of TGCJPD and shall be under the direct supervision and control of TGCJPD.

10. TGCJPD shall maintain workers' compensation insurance for its employees assigned to the A.C.E.S. program, as required by law.



### **SCHOOL DISTRICT RIGHTS AND RESPONSIBILITIES**

11. SAISD shall provide all necessary instructional staff, which shall include at a minimum a full-time certified teacher and a full-time aide, and instructional materials required for delivering an educational program, in accordance with Texas Education Code Section 37.008, to students assigned to the A.C.E.S. program as an alternative to expulsion from Carver Learning Center or, in the case of a student who commits an offense that requires expulsion from school under Texas Education Code Section 37.007, from any other SAISD campus.
12. All staff of SAISD shall at all times while providing services to the A.C.E.S. program be employees of SAISD and shall be under the direct supervision and control of SAISD.
13. SAISD has inspected the portable building and surrounding premises and found it to be in an acceptable condition, accepts it **AS IS, WHERE IS**, and hereby waives any right to complain now or in the future to TGC or TGCJPD about the condition of the portable building, surrounding premises or any improvements as may be located or to be installed in the portable building.
14. SAISD shall be solely responsible for the maintenance, repair and upkeep of the portable building that houses the A.C.E.S. program, for the maintenance, repair and upkeep of the premises immediately surrounding the portable building, and for the payment of all utilities associated with and necessary for the operation of the A.C.E.S. program. Utilities includes water, electricity, heating, and telephones.
15. Except as otherwise provided in this MOU, SAISD shall be responsible for all costs and expenses associated with operation of the A.C.E.S. program, including the equipment, materials and supplies as well as any additional wiring or cabling required to outfit the portable building so that it is suitable for the delivery of the educational program.

### **INSURANCE**

16. In consideration for the use of the portable building, SAISD shall reimburse TGC for its cost of property and casualty insurance on the portable building sufficient to cover the replacement cost of the facility and any existing improvements. SAISD shall obtain and maintain property and casualty insurance sufficient to cover the furniture, equipment, supplies, and other SAISD personal property associated with the A.C.E.S. program.
17. SAISD shall maintain in effect during the term of this MOU insurance coverage as set forth and shall furnish certificates of insurance to TGC and TGCJPD. Subject to the approval of the Interlocal Risk Pool through which the

following coverage is provided, TGC and TGCJPD shall be named as an additional insured on the policies. SAISD shall furnish certificates of insurance to TGC and TGCJPD within 15 days of the execution of this MOU and shall provide certificates on an annual basis thereafter, during the term of the MOU and any renewals. SAISD's coverage shall be written for not less than limits of liability as follows:

- a. Educators Legal Liability including Employment-Practices Liability: \$1,000,000.00
- b. Comprehensive Automobile Liability Covering All Owned, Non-owned and Hired Vehicles:
  - Bodily Injury-\$100,000.00 per person; \$300,000.00 per accident
  - Property Damage per accident -\$100,000.00
- c. Workers' Compensation: Statutory Benefits
- d. General Liability: Each Occurrence Limit \$1,000,000.00

SAISD shall give 30 days notice written notice to TGC and TGCJPD before these insurance coverages are canceled or materially changed. Within such 30 day period, SAISD covenants that it will provide other suitable policies of insurance in lieu of those about to be canceled or materially changed so as to maintain in effect the coverage requirements. Failure or refusal of the SAISD to obtain and keep in force the above-required insurance coverage shall authorize TGC and TGCJPD, at its sole option, to terminate this MOU immediately.

18. Each participating party of this MOU is a governmental entity, with varying extents of governmental immunity and potential for liability. All parties are subject to constitutional limits on their ability to insure or indemnify other parties. Therefore, each participating party shall also maintain sufficient insurance, as determined by each entity, to cover the entity and its employees from potential exposure or claims for personal injury or other legal liability that may arise from the operation of the A.C.E.S. program.

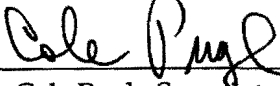
#### WARRANTIES

19. SAISD ACKNOWLEDGES AND UNDERSTANDS THAT TGC MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PORTABLE BUILDING AND PREMISES TO BE USED FOR THE A.C.E.S. PROGRAM OR ANY OF THE IMPROVEMENTS LOCATED IN THE BUILDING. SAISD AGREES THAT THIS MOU CONSTITUTES SUFFICIENT WARNING THAT DANGEROUS


CONDITIONS, RISKS, AND HAZARDS MAY EXIST IN THE BUILDING AND PREMISES AND THAT THE PRESENCE OF SAISD PERSONNEL IN THE BUILDING AND PREMISES EXPOSES THEM TO SUCH DANGEROUS CONDITIONS. WITH FULL KNOWLEDGE OF THESE FACTS, SAISD ACCEPTS THESE PREMISES AS IS AND WHERE IS AND AGREES THAT SAISD WILL NOT FILE ANY CLAIM OR INSTITUTE ANY SUIT OR ACTION AT LAW OR IN EQUITY AGAINST TGC AND TGCJPD (ITS EMPLOYEES, ELECTED OFFICIALS, REPRESENTATIVES, AGENTS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) RELATED TO ITS USE OF THE PORTABLE BUILDING AND PREMISES.

**APPROVED AND AGREED:**

**San Angelo Independent School District**

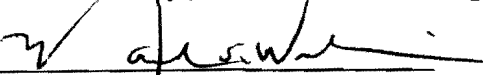
By   
Cole Pugh, Superintendent  
Date: 12-28-06

**Tom Green County**

By   
Michael D. Brown, County Judge  
of Tom Green County, Texas,  
acting in his official capacity  
and not individually

Date: FEB 21 2006

**Tom Green County Juvenile Probation Department**

By   
Mark Williams, Chief Juvenile  
Probation Officer

Date: 2/21/06