

**Tom Green County Commissioners' Court**  
**August 8<sup>th</sup>, 2006**

The Commissioners' Court of Tom Green County, Texas, met in Regular Session August 8<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 Michael Brown called the meeting to order at 8:34 AM.
2. Commissioner Richard Easingwood, offered the invocation. Pledge of Allegiance to the United States and the Texas Flags were recited.
4. **Commissioner Floyd moved to accept the Consent Agenda as presented with the exception of item D which will be moved to the action agenda:  
 Commissioner Bookter seconded the motion. The following items were presented:**

**A. Approved the Minutes of the Regular Meetings from July 25<sup>th</sup>, 2006.**

**B. Approved the Minutes of Accounts Allowable (Bills)**

from July 26<sup>th</sup> – August 8<sup>th</sup>, 2006 in the amount of \$ 1,604,637.49. (Recorded with these Minutes.)

**Approved the Purchase Orders**

From July 24<sup>th</sup> – 28<sup>th</sup>, 2006 in the amount of \$39,078.60

From July 31<sup>st</sup> – August 4<sup>th</sup>, 2006 in the amount of \$23,752.98

**C. Accepted the 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>
Simpson, Jill	County Attorney	New Hire	8-01-06	N/A	\$1791.67 S/M	
Remigio, Debbie J.	Juvenile	New Hire	8-01-06	N/A	\$6.00/Hour	
Zamudio, Gloria	Library	Rehire	7-24-06	N/A	\$6.45/Hour	
Vasquez, Tim L.	Veteran's Services	New Hire	7-05-06	N/A	\$887.52 S/M	\$26.93 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>
Fowler, Eric W.	Jail	Resignation	8-11-06	16/1	\$931.89 S/M	
Belcher, Wendy L.	CSCD	Promotion	8-01-06	N/A	\$840.67 S/M	
Rios, Imelda G.	Vehicle Registration	Resignation	7-24-06	10/1	\$695.39 S/M	
Lefler, Michele L.	CSCD	New Hire	7-11-06	N/A	\$812.21 S/M	
McClain, Nancy S.	CSCD	New Hire	7-24-06	N/A	\$792.42 S/M	

Gelsomino, Melody R.	CSCD	New Hire	7-24-06	N/A	\$792.42 S/M
Provost, Nicole E.	JP #4	Resignation	8-10-06	10/1	\$695.39 S/M
Wood, Thomas J.	Jail	Resignation	7-27-06	16/1	\$931.89 S/M
Burchfield, Amy F.	Treasurer	Resignation	7-31-06	N/A	\$5.50/Hour
McKinney, Marie	CSCD	Dismissal	8-02-06	N/A	\$1073.67 S/M
Villa, Romelia R.	Vehicle Registration	Resignation	8-11-06	13/2	\$825.13 S/M
Chernick, Michele D.	Constable	Dismissal	7-31-06	N/A	\$1328.04 S/M
Hammock, Mary L.	Library	Resignation	8-01-06	N/A	\$6.05/Hour
Zarate, Sandra D.	CSCD	Promotion	9-01-06	N/A	\$1238.00 S/M
McNeely, Cheryl G.	JP #2	Resignation	8-04-06	N/A	\$6.30/Hour
Sailer, Jimmy W.	Sheriff's Office	Resignation	8-21-06	19/4	\$1161.73 S/M

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

- D. Moved to Action Agenda**
- E. Accepted the Indigent Health Care Monthly 105 Report of Expenditures for July 2006 as a matter of record.** (Recorded with these Minutes.)
- F. Adopted Resolution authorizing the filing of a 2007 Regional Solid Waste Grants Program Application with the Concho Valley Councils of Governments by the Parks and Road & Bridge Departments.** (Recorded with these Minutes.)
- G. Adopted a Resolution authorizing the Sheriff to submit a Grant Application to the Concho Valley Councils of Government for the 2007 Regional Solid Waste Grants Program.** (Recorded with these Minutes.)
- H. Approved request from Verizon Southwest to construct communication line(s) within the right-of-way of a County road(s) from the intersection of Twin Lakes Lane and East Dove Creek Lane to bore East Dove Creek Lane to place a 4 inch conduit and 25 pair cable to place a PED across from existing PED 4 line 1989. All cable and conduit will be placed at a minimum depth of 24 inches.**
- I. Approved the request from Verizon Southwest to construct communication line(s) within the right-of-way of a County road(s) from the intersection of Grape Creek Road and Cauley Lane and 3,151 feet from the intersection of Fruitland Farm Road and Cauley Lane to place a new PED in the north right-of-way to bore under Cauley Lane from the south right-of-way to the north right-of-way to place a 4 inch conduit and a 25 pair cable. Cable and conduit will be placed a minimum depth of 24 inches.**
- J. Accepted the Fee Collection Report by Justice of the Peace Precinct #1 in the amount of \$14,294.00 from 131 defendants and from Precinct #2 in the amount of \$35,998.44 from 341 defendants.** (Filed for Review in the County Clerk's Office.)

**The motion passed 5-0.**

**4D. Judge Brown moved to acknowledge the Local Government Management Review of the Tom Green County Treasurer's Office by the State Comptroller's Office of Texas as a matter of record. Commissioner Easingwood seconded the motion. Judge Brown, Commissioners Hoelscher, Bookter and Floyd voted in favor**

**of the motion. Commissioner Easingwood voted in opposition to the motion . The motion passed 4-1. (Recorded with these Minutes.)**

**21. Commissioner Easingwood moved to set the elected officials at the same salary as in 2006. Commissioner Bookter seconded the motion. Commissioners Hoelscher, Bookter and Easingwood voted in favor of the motion. Judge Brown and Commissioner Floyd voted against the motion. The motion passed 3-2.**

Former Commissioners Clayton Friend and Jodie Weeks addressed the Court stating they felt the proposed increase was out of line and commended the Court for taking the action they did.

**15. Commissioner Easingwood moved to renew the Employee and Dependent Dental Insurance with Life Re for Fiscal Year 2007 at a 4.35% increase as recommended by the Insurance Committee. Commissioner Bookter seconded the motion. The motion passed 5-0. (Recorded with these Minutes.)**

**16. Commissioner Floyd moved to set the opening date for RFP 06-023 “Joint Tom Green County/City of San Angelo Voluntary Supplemental Benefits” to be September 8<sup>th</sup>, 2006 and those supplementals to include Life Insurance, Critical Illness, Long Term Disability and Accident (for off the job). Commissioner Hoelscher seconded the motion. The motion passed 5-0.**

**5. Commissioner Easingwood moved to approve Contract and Agreement for Detention of Juvenile Offenders entered into by and between the County of Tom Green, acting by and through its duly authorized representatives, the Commissioners’ Court of Tom Green County, Texas, Michael D. Brown, County Judge, and the Counties of Brown, Concho, Irion, Runnels, Schleicher, Sterling, Taylor, Sutton and Coke acting by and through their duly authorized Commissioners’ Court and County Judge of each County. Commissioner Bookter seconded the motion. The motion passed 5-0. (Recorded with these Minutes.)**

**8. There was no Action taken at this time on the request for partial funding for the Sheriff’s Crisis Intervention Unit for Fiscal Year 2007.**

**6. Judge Brown moved to Approve the Order Appoint the Presiding Judges and Alternate Judges as presented with the exception of Voting Precinct #459 whose Judge (Ervin Young Jr.) is deceased and therefore is an open position. Commissioner Easingwood seconded the motion. The motion passed 5-0. (Recorded with these Minutes.)**

**7. Judge Brown moved to Approve the Order Changing the locations of Polling Place for Voting Precincts 106, 126 & 138 from Calvary Baptist Church on Armstrong to the Public Housing Authority located at 420 East 28<sup>th</sup> Street in San**

**Angelo and Voting Precincts 241 & 249 from the former location of the Concho Valley Council of Government on Knickerbocker to the Legend Oaks Healthcare & Rehabilitation Center located at 5455 Knickerbocker Road in San Angelo. Commissioner Hoelscher seconded the motion. The motion passed 5-0.**

9. **Passed** consideration of Rural Development Agency proposed SEP project due to the absence of Tony Resendez.
10. **Judge Brown moved to authorize Attorney Keith Davis to enter into negotiations, with the owners of the Beauregard Tower Building, for an easement across the parking lot located between the Turner Building and the Beauregard Tower Building. Commissioner Floyd seconded the motion. The motion passed 5-0.**

11. **Commissioner Floyd moved to approve the Personnel Policy revision of Section 4.2 Grants as presented and to become effective today (August 8<sup>th</sup>, 2006). Commissioner Bookter seconded the motion. The following revisions were presented:**

**4.02 GRANTS.** Once approved by Commissioners' Court, grant-funded positions will be posted, indicating the duration of the grant (employment) period. Employment of incumbents will terminate at the end of the grant period, unless the grant is re-funded by its original source for an additional time period. All accrued vacation leave and compensatory time, if any, will be exhausted by the incumbent prior to the end of the grant period. There will be no carryover of vacation leave or compensatory time from the old to the new grant period.

In some cases, the County may wish to fund a position for which grant monies are no longer available. Should this occur, a job description will be prepared and submitted to the Human Resources Department which will determine the appropriate job classification and pay range for the position. Once approved by Commissioners' Court, the County-funded position will be posted and filled in accordance with TGC Human Resources Policies.

**The motion passed 5-0.**

12. **Commissioner Hoelscher moved to accept the Auditor's Monthly Report for July 2006, as presented. Commissioner Floyd seconded the motion. The motion passed 5-0.** (Recorded with these Minutes.)
13. **Judge Brown moved to accept the 2004 Independent Audit as presented. Commissioner Bookter seconded the motion.** (Filed in the County Clerk's Office for Review).
14. **Commissioner Bookter moved to authorize the County Auditor to apply for additional FEMA Wildfire Disaster Assistance funds and authorize him to sign the Certification Statement for Award to assist the Tom Green County Volunteer Fire Departments. Commissioner Hoelscher seconded the motion.** (Commissioner Floyd was absent for the vote.) **The motion passed 4-0.**

17. **Commissioner Bookter moved to accept the County Treasurer's Monthly Report for July 2006, as presented. Judge Brown seconded the motion. The motion passed 5-0. (Recorded with these Minutes.)**
18. **Judge Brown moved to adopt the Proclamation proclaiming August 6<sup>th</sup> – 12<sup>th</sup>, 2006 as National Health Center Week in Tom Green County. Commissioner Bookter seconded the motion. The motion passed 5-0. (Recorded with these minutes.)**
19. **Judge Brown moved to approve the contract and agreement between the Department of State and Health Services, Bureau of Vital Statistics and Tom Green County for the issuance of Vital Records. Commissioner Bookter seconded the motion. The motion passed 5-0. (Recorded with these Minutes.)**
20. **The following names were drawn to be asked to serve on a Salary Grievance Committee:**
  21. **Charlene Wilde**
  22. **Bernice Urteaga**
  23. **Lee Hatfield**
  24. **Connie Porter**
  25. **Mike Keane**
  26. **Paula McClure**
  27. **Larry Arledge**
  28. **Gary Johnson**
  29. **LeAnne Byrd**

**The following names were drawn in order as Alternates**

1. **Morie Todd**
2. **Rudy Zavala**
3. **John C. Shore, Jr.**
4. **John Haagensen**
5. **Billie DeWitt**
6. **Steve Moseley**
7. **Frances Young**
8. **Arturo Hernandez**

**The County Clerk will send letters notifying the parties drawn.**

22. There were no Committee Reports for the Library/former Hemphill Wells Building. Attorney Keith Davis ask the Court for direction as to the contractual bidding process and whether they wanted a Construction Manager or Construction Manager at RISK. **No Action was taken.**
23. There were no issues discussed relating to the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations. Commissioner Easingwood informed the Court that he has been in contact with the attorney's that are working on the revisions of the Subdivision Regulations. He will contact them again next week. **No Action taken.**
24. **Judge Brown moved to approve the following line item transfer for the record:**

**Fund:** General Fund

<b>Department</b>		<b>Account</b>	<b>Budget Increase</b>	<b>Budget Decrease</b>
138 Housekeeping	0428	Travel and Training		(200.00)
138 Housekeeping	0343	Equipment & Repair	200.00	
078 IHC	0105	Salaries		(375.00)
078 IHC	0301	Office Supplies	375.00	

**Commissioner Easingwood seconded the motion. The motion passed 5-0.** (Recorded with these minutes.)

**25. Future Agenda Items:**

None

**26. Announcements:**

- 27. Special Commissioner's Court meeting will be August 11<sup>th</sup>, 2006 at 8:00 AM for public input on the tax rate.**
- 28. 2<sup>nd</sup> special meeting for public input and discussion on the tax rate will be August 22<sup>nd</sup>, 2006 @ 9:30 AM.**
- 29. Next Regular Commissioners' Court meeting will be August 22<sup>nd</sup>, 2006.**
- 30. Health Fair will be held August 18<sup>th</sup>, 2006 in back of the Court House, from 9:00 AM-1:00PM**
- 31. A Special Meeting of the Commissioners Court will be September 5<sup>th</sup>, 2006 at 9:00 AM to take public input on the proposed FY 2007 Budget.**

**32. Judge Brown adjourned the meeting at 11:13 AM.**

As per HB 2931, Section 4:

**I, Elizabeth McGill, County Clerk of Tom Green County, Texas do hereby attest that this is an accurate accounting of the proceedings of the Commissioners' Court Meeting that met in Regular Session on August 8<sup>th</sup>, 2006.**

**I hereby set my hand and seal to this record August 8<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

July 26, 2006 TO August 8, 2006

Hand delivered Date: 08/07/06 Time: 8:00 a.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

\$1,289,167.80 All Bank Accounts- Refer to Last Page

\$520,781.39 Payroll-Employee Paychecks

31-JUL-06

Payroll-Employee or Election Paychecks

\$240.00 Jury Checks

7/21/2006

-\$205,551.70 Voids-Month of

07/01/06 thru 07/31/06

Miscellaneous

\$1,604,637.49 Grand Total

Submitted by Dianna M. Spieker, Dianna Spieker, County Treasurer

Prepared by Gloria Mata, Deputy Treasurer

Approved in Commissioner's Court on August 8<sup>th</sup>, 2006

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

**CIHCP MONTHLY FINANCIAL/ACTIVITY REPORT**

County Name Tom Green County Report for (Month/Year) 07/06

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

**I. Caseload Data**

Number of eligible individuals at the end of the report month	98
Number of SSI appellants within caseload at the end of report month	20

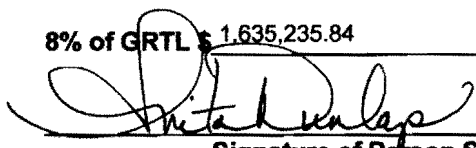
**II. Creditable Expenditures During Report Month**

Physicians Services	1. \$5,977.83	
Prescription Drugs	2. \$8,426.81	
Hospital, Inpatient Services	3. \$26,031.53	
Hospital, Outpatient Services	4. \$10,609.21	
Laboratory/X-Ray Services	5. \$1,845.49	
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. \$1,738.88	
<b>Total Expenditures</b> (Add #1 through #10.)		<b>11. \$54,629.75</b>
<b>Reimbursements Received</b> (Do not include State Assistance.)	<b>12. ( \$327.46 )</b>	
<b>6% Case Review Findings</b> (\$ in error)	<b>13. ( )</b>	
<b>Total to be deducted</b> (Add #12 + #13.)		<b>14. ( \$327.46 )</b>
<b>Credit to State Assistance Eligibility/Reimbursement</b> (#11 minus #14)		<b>15. \$54,302.29</b>

STATE FISCAL YEAR (September 1 – August 31) TOTAL \$ 449,318.67

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

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



Signature of Person Submitting Report

08/02/06

Date

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

**RESOLUTION**

**RESOLUTION OF TOM GREEN COUNTY AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE CONCHO VALLEY COUNCILS OF GOVERNMENTS FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING COUNTY JUDGE, MICHAEL D. BROWN, TO ACT ON BEHALF OF TOM GREEN COUNTY IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED TOM GREEN COUNTY WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE CONCHO VALLEY COUNCILS OF GOVERNMENTS THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE STATE OF TEXAS.**

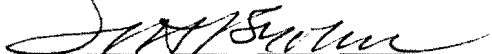
WHEREAS, the CONCHO VALLEY COUNCILS OF GOVERNMENTS is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation the adopted regional solid waste management plan; and

WHEREAS, TOM GREEN COUNTY in the State of Texas is qualified to apply for grant funds under the Request for Applications.

NOW, THEREFORE, BE IT RESOLVED BY TOM GREEN COUNTY IN SAN ANGELO, TEXAS;

1. That MICHAEL D. BROWN, COUNTY JUDGE is authorized to request grant funding under the CONCHO VALLY COUNCIL OF GOVERNMENTS Request for Applications of the Regional Solid Waste Grants Program and act on behalf of TOM GREEN COUNTY in all matters related to the grant application and any subsequent grant contract and grant project that may result.
2. That if the project is funded, TOM GREEN COUNTY will comply with the grant requirements of the CONCHO VALLEY COUNCILS OF GOVERNMENTS, Texas Commission on Environmental Quality and the State of Texas.
3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.
4. That activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

PASSED AND APPROVED by COMMISSIONERS COURT OF TOM GREEN COUNTY in SAN ANGELO, TEXAS, on this the 8<sup>TH</sup> day of AUGUST, 2006.

  
(Signature of Authorized Official)

Michael D. Brown  
(Type or Printed Name)

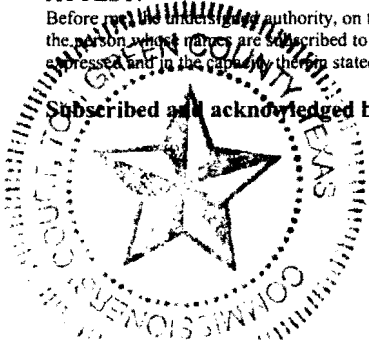
Michael D. Brown - Tom Green County Judge  
(Title)

ATTEST:

Before me, the undersigned authority, on this day personally appeared Michael D. Brown, County Judge, Tom Green County, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes, therein expressed and in the capacity therein stated.

Subscribed and acknowledged before me, on this the 8<sup>th</sup> day of August, 2006.

Attest:   
Elizabeth McGill, County Clerk



**RESOLUTION**

**RESOLUTION OF TOM GREEN COUNTY AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE CONCHO VALLEY COUNCILS OF GOVERNMENTS FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING COUNTY JUDGE, MICHAEL D. BROWN, TO ACT ON BEHALF OF TOM GREEN COUNTY IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED TOM GREEN COUNTY WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE CONCHO VALLEY COUNCILS OF GOVERNMENTS THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE STATE OF TEXAS.**

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2. That if the project is funded, TOM GREEN COUNTY will comply with the grant requirements of the CONCHO VALLEY COUNCILS OF GOVERNMENTS, Texas Commission on Environmental Quality and the State of Texas.
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PASSED AND APPROVED by COMMISSIONERS COURT OF TOM GREEN COUNTY in SAN ANGELO, TEXAS, on this the 8<sup>TH</sup> day of AUGUST, 2006.

  
(Signature of Authorized Official)

Michael D. Brown  
(Type or Printed Name)

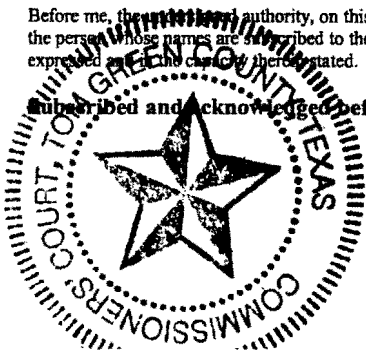
Michael D. Brown Tom Green County Judge  
(Title)

ATTEST:

Before me, the undersigned authority, on this day personally appeared Michael D. Brown, County Judge, Tom Green County, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes, therein expressed and the facts therein stated.

Subscribed and acknowledged before me, on this the 8<sup>th</sup> day of August, 2006.

Attest:   
Elizabeth McGill, County Clerk



Letter

Page 1 of 2

WINDOW ON STATE GOVERNMENT

CAROLE KEETON STRAYHORN Texas Comptroller of Public Accounts

Search

FD  
move from  
Consent to Action



Local Government Management Review  
Tom Green County

July 27, 2006

The Honorable Dianna M. Spieker, CCT, CIO  
Tom Green County Treasurer  
112 West Beauregard Avenue  
San Angelo, Texas 76903-5835

Dear Treasurer Spieker:

I am pleased to present the Local Government Management Review (LGMR) of the Tom Green County Treasurer's office that you requested. This review evaluates your office's organization and management and recommends ways to promote efficient and effective operations.

My report recommends that the County establish a consistent payroll lag time for all employees. In addition, my reports contains commendations to your office for cross-training employees, maintaining up-to-date procedure manuals, operating an effective accounts payable program, and taking positive steps toward the early implementation of a collection program for court costs, fees, and fines.

My LGMR team and I are grateful for the cooperation of you and your staff. We commend you all for your dedication to improving the services you provide to your constituents.

I am also pleased to inform you that the report is available on my *Window on State Government* Web site at <http://www.window.state.tx.us/lga/lgmr/tomgreenco/>.

Please know that we stand ready to assist in any way that we can. Thanks for all that you do for Texas.

Sincerely,

Carole Keeton Strayhorn  
Texas Comptroller

c: The Honorable Michael D. Brown, Tom Green County Judge  
The Honorable Ralph Hoelscher, Tom Green County Commissioner, Precinct 1  
The Honorable Karl Bookter, Tom Green County Commissioner, Precinct 2  
The Honorable Steve Floyd, Tom Green County Commissioner, Precinct 3  
The Honorable Richard S. Easingwood, Tom Green County Commissioner, Precinct 4

<http://www.window.state.tx.us/lga/lgmr/tomgreenco/letter.html>

8/7/2006

VOL. 85 PG. 14



Local Government Management Review  
Tom Green County

## Foreword

The Texas Comptroller of Public Accounts' Local Government Assistance Section (LGA) provides financial management assistance to cities, counties and special-purpose districts upon request. This assistance includes training sessions on court costs and fees, economic development, sales taxes, budgeting, accounting, auditing, purchasing, financial reporting and managing fixed assets. LGA also provides assistance via a toll-free telephone line and e-mail.

LGA conducts Local Government Management Reviews (LGMRs) at the request of a local governing body or elected officeholder. An LGMR is not a financial audit but an on-site review of the local government's financial and managerial operations conducted by a team of Comptroller analysts. LGMRs examine local government operations to enhance compliance with state law financial management provisions and principles of sound accounting and internal control; identify opportunities to maximize a government's efficiency and effectiveness; and recommend improvements in customer service. The scope of an LGMR can include the operations of an entire local government, a single department or office or a particular government function.

In January 2004, Dianna Spieker, Tom Green County Treasurer, requested a review of her office. After discussions with Ms. Spieker, Comptroller Strayhorn agreed to perform the review. The single department review began with a preliminary request for data from the treasurer in June 2005.

On September 21, 2005, Comptroller staff facilitated a risk self-assessment for the Tom Green County Treasurer's Office. Risk self-assessments have been performed on a regular basis within the Comptroller's office for several years, and this was the agency's first test to see if it could expand the practice as a service to local government units. The risk self-assessment was successful and provided the analysts who performed the review a better understanding of the activities and associated risks of the Treasurer's office. In addition, it provided the treasurer with a structured assessment to help her control and mitigate the risks her office faces. Based on the success of this test, LGA plans to offer the service to other local governments in the future.

Comptroller's analysts visited the office on October 25 and 26 to interview the treasurer and her staff. As part of its evaluation, the review team examined various documents both before and after the site visit.

Recommendations in this report that relate to statutory or legal requirements do not constitute a legal opinion regarding particular practices of the Tom Green County Treasurer's Office and are not a substitute for the legal advice of counsel or the Texas Attorney General. Questions about specific legal issues should be directed to the county attorney or the Office of the Attorney General.



Local Government Management Review  
Tom Green County

## County Treasurer's Office

Local governments divide work along departmental lines and each department administrator may encounter unique challenges in managing his or her departmental operations. This report evaluates the effectiveness and efficiency of the Tom Green County Treasurer's office in two broad areas: General Treasury, and Compliance and Collections.

The report's section on General Treasury addresses many of the treasurer's statutorily mandated duties. The General Treasury section also includes a review of the county's depository and investment activities. The treasurer is not solely responsible for these duties because various committees share them, however, they are included in this review because of their importance. The Compliance and Collections section discusses the office's efforts to collect fees and fines for other county officials. Compliance and Collections are presented in a separate section since this is not a responsibility of all treasurers' offices.

### ***General treasury***

Section 44, Article XVI, Texas Constitution and Chapter 83, Local Government Code authorizes the office of the county treasurer. While many statutes contain references to the duties of the office, certain provisions of the Local Government Code describe many duties of the office. The main duties are:

- receiving money into the county treasury;
- disbursing money belonging to the county after approval by the commissioners court;
- serving as chief custodian of county funds;
- keeping accurate, detailed records of all transactions in the office;
- reconciling county checks and warrants; and
- reporting to the commissioners court on money received and disbursed, debts due to and owed by the county and all other proceedings.

In addition to the statutory duties above, the Tom Green County Treasurer also participates in the county depository selection and management of investments.

The Tom Green County Treasurer's Office's mission statement is:

The County Treasurer is the county's banker. The County Treasurer, as the chief custodian of county finance, shall receive all monies belonging to the county from whatever source; shall keep and account for all monies in a designated depository; and shall pay and apply or disburse all monies in such a manner as directed by law.

The Tom Green County Treasurer oversees the day-to-day operations of the General Treasury

Division with the assistance of a deputy treasurer. The county organizes the office's support staff in three main areas: receipt of funds, disbursement of funds and payroll. The office also prepares reconciliations and reports on all office activities and responds to requests for information from internal and external auditors.

The County Treasurer's Office consists of five full-time equivalent employees, including the treasurer, a chief deputy treasurer, two account specialists and an administrative support position. Three full-time employees staff the Justice and County Court Compliance Office, including the collections supervisor, a caseworker and an assistant. Exhibit 1 shows the Treasury office's budget.

**Exhibit 1**  
**Tom Green County Treasurer's Office Budgets**  
**For Fiscal 2004, 2005 and 2006**

Description	Fiscal 2004 Actual	Fiscal 2005 Amended Budget	Fiscal 2006 Approved Budget
Salary - Elected Official	\$43,076	\$44,584	\$46,813
Salary - Chief Deputy	23,157	26,862	28,545
Salary - Employees	36,223	40,453	42,601
Salary - Part-time	7,195	16,000	16,800
Federal Insurance Contribution Act/Medicare	8,261	9,907	10,410
Group Hospital Insurance	14,094	19,600	19,240
Retirement	8,300	9,402	9,675
Office Supplies	6,130	7,500	7,500
Cellular Phone/Pager	528	500	600
Dues and Subscriptions	330	330	650
Auto Allowance	600	1,100	1,320
Travel and Training	5,370	5,600	5,600
Capitalized Equipment	-0-	7,600	-0-
Equipment	-0-	-0-	1,500
Special Projects	-0-	5,200	-0-
<b>Total</b>	<b>\$153,264</b>	<b>\$194,638</b>	<b>\$191,254</b>

Source: Tom Green County.

The county accepts competitive bids for its depository business every four years. The county requested proposals for the current contract on February 8, 2005 and received three bids. In May 2005, the commissioners court awarded the contract to the Wells Fargo Bank in San Angelo, effective June 1, 2005. Contracted services include a demand account, which was earning 3.97 percent in December 2005; certificates of deposit; monthly account analysis reports; wire transfers; and online access to account information.

The county maintains 36 bank accounts under the agreement. The contract requires the bank to pledge securities to collateralize the accounts and the treasurer checks the adequacy of the securities each month. **Exhibit 2** presents a description of the 12 accounts with joint signature authority for the treasurer and county auditor. **Exhibit 3** shows the 24 accounts with signature authority designated to various department heads.

**Exhibit 2**  
**Bank Accounts Under the Authority of the County Treasurer and Auditor**

Account Name	Purpose of Account
<b>Tom Green County (TGC) Operating</b>	The county's operating account according to the general provisions of Section 113.001, Local Government Code.
<b>Juvenile Operating</b>	This account contains State Juvenile funds received from the Texas Juvenile Probation Commission. The county keeps these funds separate for control purposes. Sometimes the fund is overdrawn due to a late payment of funds from the state. The state cannot release any funds until it receives the money from the grant source.
<b>County Supervision and Corrections Department (CSCD) Operating (formerly known as Adult Probation)</b>	This account contains CSCD state funds received for control purposes. The separate account makes the CSCD report easier to prepare and present to the state and various department heads.
<b>TGC Payroll</b>	The county issues checks from the Operating, Juvenile and CSCD for the net amount due on all payroll checks and for escrow payments due, which are deposited in this payroll account. The county pays all individual payroll checks and escrow payments from this account.
<b>TGC Wire Clearing</b>	The county sends wires to the federal and state government from this account. This separate account helps to protect the county from fraud since only the clearing account is used for wire transfers.
<b>TGC Grant Clearing</b>	The county uses this account to help control and track the receipt of grant funds. The county's grants are on a cost reimbursement basis. The county must spend its own funds for the purposes authorized by the grants and then apply for reimbursement. When the county receives reimbursements, the county disburses funds from this account to reimburse the original expenditures.
<b>TGC Zesch &amp; Pickett Third Party Administrator Clearing</b>	Zesch & Pickett, Tom Green County's third party administrator, uses this account to write checks for the contributions for eligible expenditures of plans such as dependent care benefits and health care reimbursements. The administrator also sends the check register with check runs to the county to verify expenditures payment on a weekly basis. The county set up this account because the county did not want the third party administrator to have direct access to all other county funds. The administrator only has access to the funds in this account.
<b>TGC Café Escrow</b>	This account includes employee payroll deductions pertaining to the Cafeteria Plan. The funds in this account come from the employees' paychecks via an automatic payroll deduction.

<b>Debt Bonds</b>	This account holds the taxes that the county collects to pay for bonds. The bonds require the account.
<b>TGC Credit Card Clearing</b>	This account holds funds from credit card companies and is the source of refunds in the event the companies draft funds back for an overpayment. When someone pays a fine or fee via credit card, it is credited immediately. The county must report the fine or fee to the state on the date it is paid. The county does not receive the money until 48 to 72 hours later. Sometimes companies make reversals due to unauthorized charges. This account is kept separate because it is difficult to reconcile.
<b>TGC Construction</b>	This account holds TGC Bond Funds for constructing the jail. This bond issue requires a separate account.
<b>TGC Forfeiture</b>	This account holds the sheriff and district attorney's forfeiture funds in a separate account from the county's main funds since they are in escrow.

Source: Tom Green County Treasurer's Office.

**Exhibit 3  
Bank Accounts Not Under the Authority of the County Treasurer and Auditor**

<b>County Clerk Refund</b>	<b>Juvenile Probation Dept.</b>
County Clerk Special	District Attorney Escrow
County Clerk Cash Bond	CSCD Refund
Tax Assessor Collector Alcoholic Beverage Permit Fees	Sheriff's Dept. Civil Process
Tax Assessor Vehicle Inventory	Sheriff's Dept. Civil Seizures
Concho Valley CSCD Benefits	Sheriff's Dept.
District Clerk Child Support	Sheriff's Dept. Bond
District Clerk Special	Sheriff's Dept. Reserve
District Clerk General	CSCD Restitution
TGC County Attorney	Tax Assessor Collector Credit Card Clearing
District Attorney Seizure	Tax Assessor Auto Dept.
CSCD General	Tax Assessor Motor Vehicle Sales

Source: Tom Green County Treasurer's Office.

The treasurer monitors cash management and investments for the county. On a daily basis, the treasurer reviews the amount of cash available and compares it with projected cash needs. She also makes transfers to or from an investment pool according to the daily review. The treasurer meets with other members of the investment committee to decide how to invest funds that are not needed for more than a year. The treasurer records investment transactions in the daily cash balance and maintains files on all investments.

The county auditor records the investment transactions by journal entry. At the end of the month, the treasurer reconciles the daily cash balance with the auditor's accounting system. Once the two

balance, the auditor closes the books for the month and the treasurer reconciles the bank and investment statements for all funds. The treasurer gives copies of the reconciliations to the auditor for review and prepares a monthly report for commissioners court approval.

**FINDING**

**The Tom Green County Treasurer's office cross trains its employees.**

The office successfully crosstrains four full-time employees by pairing the treasurer with the deputy treasurer and the accounts payable staff member with the accounts receivable staff member. The treasurer manages the cross-training program by rotating assignments within the office and by ensuring that each of the paired participants shares knowledge about how they perform their duties.

Cross training is important because it allows employees to cover for each other when vacations or other temporary absences leave key activities understaffed. Cross training also helps enforce a mandatory vacation policy. Despite the best efforts of managers, some employee turnover will occur and cross training will help during transitions.

**COMMENDATION**

**The Treasurer's office minimizes its vulnerability to staff absences and turnover by cross-training its employees.**

**FINDING**

**The Tom Green County Treasurer's Office maintains up-to-date written procedures for key processes.**

The treasurer assigns procedures updating responsibilities to all employees. Employees follow a schedule that mandates a twice-a-year review of procedures to keep them current. The treasurer sends semi-annual reminders to employees that include due dates for bringing the procedures up to date.

Entities use up-to-date procedures manuals to:

- protect institutional knowledge;
- train and crosstrain staff members; and
- maintain internal controls.

The loss of experienced staff creates a need to continually train new people. Procedures aid in that process, and if vacancies occur unexpectedly, procedures could be the only clue for remaining staff about how to get the work done, and in some cases, what still needs doing. Procedures also give management assurances that everyone knows what is acceptable and that safeguards are in place to double check for errors.

**COMMENDATION**

**The office's practice of maintaining up-to-date procedures manuals contributes to an efficient operation.**

**FINDING**

**The Tom Green County Treasurer's office handles accounts payable efficiently by separating duties and minimizing duplication.**

The accounts payable process begins with a county department determining its needs and by

either placing an order with the vendor or sending a requisition to the purchasing department. After delivering the goods or services, the vendor sends an invoice to the department. The department head approves the invoice and may offer suggestions on the proper account coding. The department head sends the invoice to the treasurer's office.

An account specialist date stamps and files the invoice by the date received. If a purchase order is attached, the account specialist matches the invoice to a copy of the purchase order and keys the purchase order number into the accounts payable system. When multiple departments are involved, the account specialist prepares an allocation among the departments. The accounts specialist prepares a spreadsheet for more involved allocations.

The Treasurer's and County Auditor's offices together prepare and approve the claims that the treasurer will submit to the commissioners court. Between the time the department head submits the invoice to the treasurer and the time the treasurer presents it to the commissioners court, the auditor reviews the invoices and the data entered into the computer system. As a result of the review, the auditor may suggest changes in coding or other changes to the way the transaction is processed.

The county commissioners court meets on the second and fourth Tuesday of each month. The Treasurer's office stops processing invoices on the preceding Wednesday so that the claims can be given to all commissioners for their review by 3:30 p.m. Friday. The county auditor marks the invoice "paid," enters the auditor's authorization to pay the claim into the computer system, and returns the invoice to the Treasurer's office. The Treasurer and Auditor offices communicate primarily by e-mail until the Treasurer's office agrees to and enters all the changes suggested by the auditor.

The treasurer then prints an open invoice report showing all the items the county must pay. An accounts specialist sorts the invoices into alphabetical order. The account specialist computes batch totals and compares them to the totals generated by the computer system and resolves all discrepancies. After removing any remittance advice that will be included with the payment, the account specialist files the original invoices. Using the computer system, the account specialist generates a fund requirement report to verify that funds are available to cover all the disbursements.

Next, the accounts specialist unlocks the safe, removes and loads the blank checks into the printer and installs the special print cartridge to write the bank information on the bottom of the check in magnetic ink. The account specialist and a representative from the County Auditor's office enter their respective passwords and the computer system prints the checks.

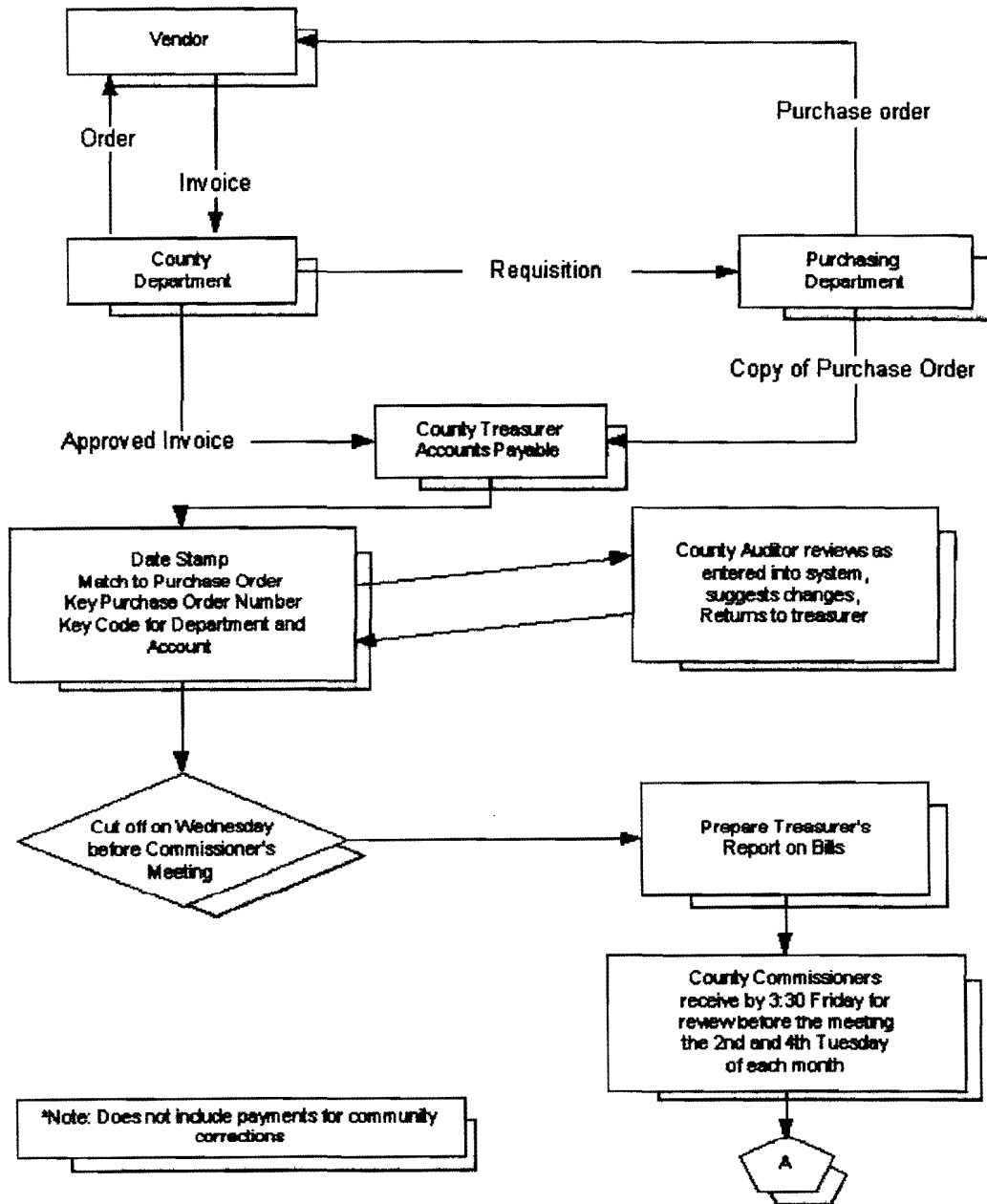
The account specialist stamps each remittance as a registered claim, separates the check copies and attaches a duplicate of the remittance advice to the invoice. The account specialist folds the checks, stuffs them into envelopes and stores them in the safe until they are mailed. The commissioners court considers the claims at its regular meetings. The treasurer releases approved checks for claims to the mailroom and voids disapproved checks.

**Exhibit 4** shows the workflow in the accounts payable process.

#### **Exhibit 4**

TOM GREEN COUNTY ACCOUNTS PAYABLE PROCESS

Page 1 of 2

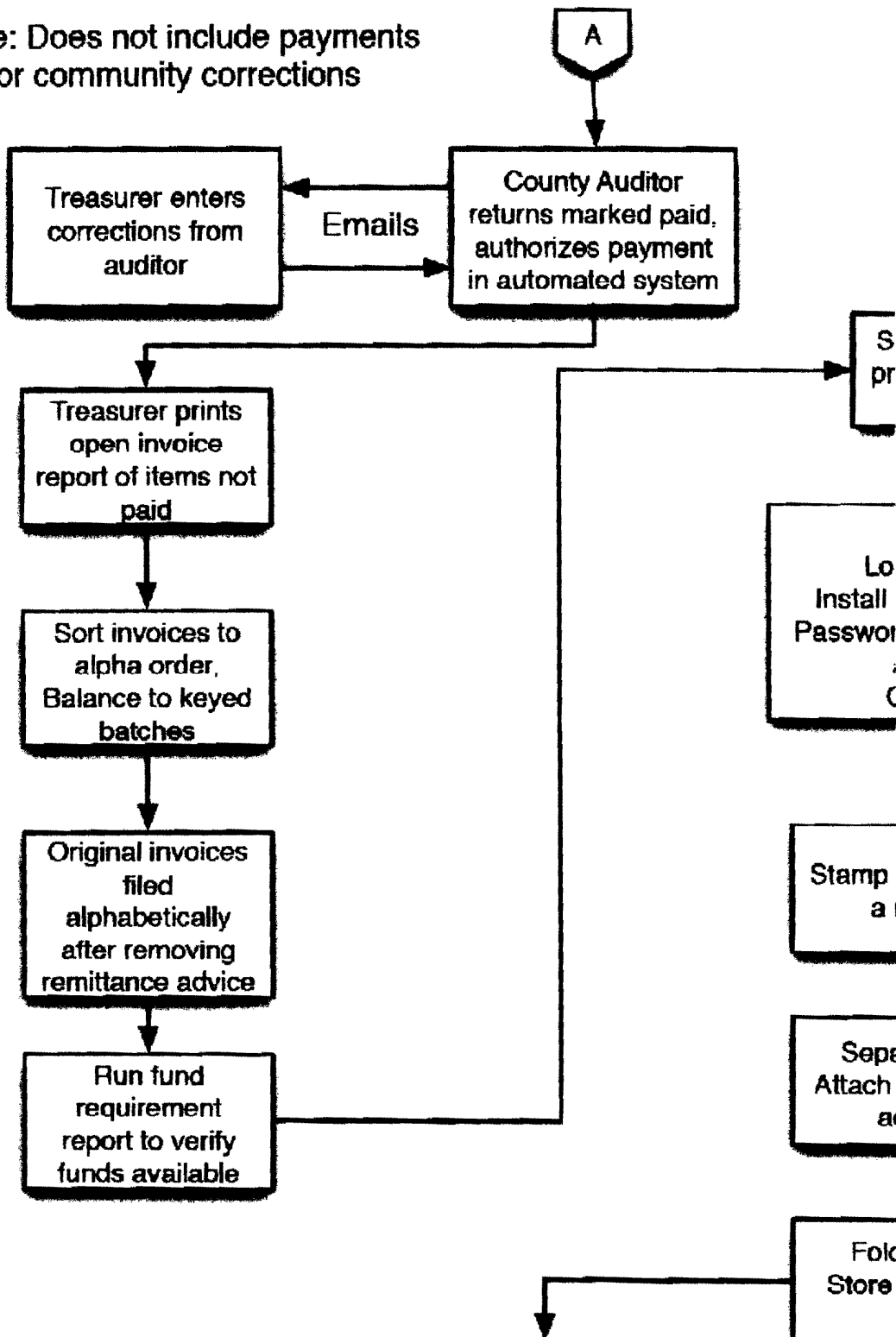


Source: County Treasurer's Office.

### TOM GREEN COUNTY ACCOUNTS PAYABLE

Page 2 of 2

\*Note: Does not include payments for community corrections



*Source: County Treasurer's Office.*

A key element for a good process is adequate separation of duties for internal control. Governments should separate custody of assets from the accounting of assets. The flow of the process should not loop back to a previous person. This would weaken internal control and also make the process less efficient. Exhibit 4 demonstrates no such weaknesses.

#### **COMMENDATION**

**The accounts payable process operates efficiently and contains no apparent control inadequacies.**

#### **FINDING**

**The county does not apply its payroll lag period to all employees uniformly.**

The county requires approximately half of its employees to wait two weeks after the end of the payroll-processing period for their paychecks, while the other half has no lag time. In the past, Tom Green County paid all employees the full amount earned during that period on the last payday of the pay period. On August 1, 2004, the county began requiring a two-week lag time between the end of the payroll period and the payment of employees. Existing employees, however, continue to receive payment under the prior policy.

These different policies create two major difficulties for the county—a deficiency in controls and inequitable treatment of employees. This creates problems in that about half of the payroll does not have the control benefits afforded by a lag time while adding the administrative burden of processing two payrolls for each period based on different cut-off dates. Another problem is that the system treats some employees differently.

Sound policy reasons exist for the lag between submitting time reports and payment. It prevents employees who are absent toward the end of the pay period and who lack adequate leave time from being overpaid. There is always a control risk if there is not adequate time for the accounting system to adjust for events near the end of the pay period before the payments are made.

An additional administrative burden is placed on the payroll system when the time lag is not adequate. Even if employees have adequate leave time to compensate for time off at the end of the period, if the adjustment is not made before the payment is issued, then either a supplemental payroll must be processed or an adjustment made to the next regular payroll. Experience indicates that corrections have a higher probability of generating new problems than when a transaction is correctly recorded the first time.

The review team contacted five counties and they all had either a one or two-week lag period. The consensus among these counties was that lag time was necessary and that the initial implementation was difficult. Adequate advance warning and a thorough explanation to all affected employees are essential. Although none of the counties contacted had used any of the following mitigations, commercial entities have given employees loans for the cash flow loss to be repaid at termination, staggered the implementation of the lag time and even fully absorbed the entire amount as additional compensation to the employees.

Some of these mitigations may not be appropriate for a government, but they do illustrate how important these companies considered the advantages of adequate payroll lag time.

#### **RECOMMENDATION**

**Establish an appropriate and consistent payroll lag time for all county employees.**

In consultation with the treasurer and county auditor, the commissioners court should consider possible mitigations including the possibility of reducing the lag to one week and staggering the implementation.

**FISCAL IMPACT**

This recommendation can be implemented with existing resources.

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Carole Keeton Strayhorn  
Texas Comptroller of Public Accounts

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## County Treasurer's Office

### **Compliance and Collections**

The Texas Legislature establishes statutory county courts, including county courts at law, to help alleviate the judicial duties of county and district judges. County courts at law have limited jurisdiction over misdemeanor criminal matters, civil matters generally under \$100,000 and appeals from lower courts. Tom Green County has two county courts at law.

Section 19, Article V of the Texas Constitution establishes justice of the peace courts with original jurisdiction in criminal misdemeanor cases punishable by fine only and civil matters of no more than \$200. Section 27.031, Government Code expands this jurisdiction to civil matters in which exclusive jurisdiction is not in the district or county court and in which the amount in controversy is not more than \$5,000. Moreover, Chapter 28, Government Code provides that each justice of the peace also sits as judge of the small claims court that has concurrent jurisdiction with the justice court in actions for the recovery of money where the amount involved does not exceed \$5,000. Each county, depending on population, has from one to eight justice precincts. Registered voters elect one or more justices of the peace in each precinct, depending on population. Tom Green County has four precincts with one justice of the peace for each precinct.

The Comptroller of Public Accounts collects and administers state court costs and fees. State law requires justice courts to assess, collect and report these costs and fees to the Comptroller. Justice courts also impose some local court costs and fees, including the courthouse security fund fee, the justice court technology fund fee and the court cost for the child safety fund.

County and district courts also impose state court costs and fees that the Comptroller's office administers. State court costs and fees include the bail bond fee, the DNA testing fee and the EMS trauma fund court cost. Additional fees and fines the county and district courts may collect and remit to the state are the compensation to victims of crime auxiliary fund fees, sexual assault program fund fees and substance abuse felony program fees.

The county courts at law collect several local court costs and fees, including the juvenile delinquency prevention fee, the records management and preservation fee, and the visual recording fee (**Exhibit 5**).

#### **Exhibit 5**

#### **Partial List of State Court Costs, Fees or Fines Imposed by County and District Courts**

<b>Court Cost, Fee or Fine</b>	<b>Authority</b>	<b>Description</b>
Juvenile	Article	The courts impose a \$5 fee for a conviction of an offense

Delinquency Prevention Fund Fee	102.0171, Code of Criminal Procedure	under Penal Code, Section 28.08 (graffiti). The county deposits money it collects in the County Juvenile Delinquency Prevention fund, which may be used only to: (1) repair damage caused by the commission of offenses under Section 28.08, Penal Code; (2) provide educational and intervention programs designed to prevent individuals from committing offenses under Section 28.08, Penal Code; (3) provide rewards to the public for identifying and aiding in the apprehension and prosecution of offenders who commit offenses under Section 28.08, Penal Code; (4) provide funding for teen recognition and teen recreation programs; (5) provide funding for local teen court programs; (6) provide funding for the local juvenile probation department; and (7) provide educational and intervention programs designed to prevent juveniles from engaging in delinquent conduct.
Records Management and Preservation Fee	Article 102.005 (f), Code of Criminal Procedure	A defendant convicted of an offense on or after June 17, 2005 in a county court, a county court at law, or a district court shall pay a fee of \$25 for records management and preservation services performed by the county as required by Chapter 203, Local Government Code.
Visual Recording Fee	Article 102.018, Code of Criminal Procedure	On conviction of an offense relating to the driving or operation of a motor vehicle under Section 49.04, Penal Code, the court shall impose a cost of \$15 on a defendant if, subsequent to the arrest of the defendant, a law enforcement agency visually recorded the defendant with an electronic device.

Source: Comptroller of Public Accounts.

Justice of the peace courts also impose court costs, fees and fines for violations of state laws. Some of the state court costs, fees and fines collected by the JP courts include failure to appear fees, fees for services of peace officers and time payment fees. The state assesses additional costs and fees against defendants to help pay for programs such as crime prevention and victim restitution. The state also may impose child safety and seat belt violations fines, excess motor carrier fines and motor carrier weight violations fines (**Exhibit 6**).

**Exhibit 6  
Partial List of State Court Costs, Fees or Fines  
Imposed by JP Courts**

Court Cost, Fee or Fine	Authority	Description
Courthouse Security Fund Fee	Article 102.017, Code of Criminal Procedure	On January 1, 2006, the justice courts began imposing a \$4 fee on defendants convicted of a misdemeanor (the fee was \$3 before that date). Convictions under this provision include deferred disposition and deferred adjudication. The county can only use the money it collects to finance items for providing security services for buildings housing a district, county, justice court or municipal court.

Justice Court Technology Fund Fee	Article 102.0173, Code of Criminal Procedure	A defendant convicted of a misdemeanor offense in justice court shall pay a \$4 justice court technology fee as a cost of court for deposit in the fund. This fee became mandatory on January 1, 2006. Convictions include deferred disposition. Money the county collects is used to finance the purchase of technological enhancements for a justice court.
Child Safety Fund Court Cost	Article 102.014(d), Code of Criminal Procedure	A person convicted of an offense under Section 25.093, Education Code (parent contributing to nonattendance of school) or Section 25.094, Education Code (failure to attend school) shall pay as taxable court costs, \$20 in addition to other taxable court costs. A county uses money the justice court collects to finance school crossing guard programs. If the county does not operate a school crossing guard program, the county may: (1) remit fee revenues to school districts in its jurisdiction to provide school crossing guard services; (2) fund programs the county is authorized by law to provide designed to enhance child safety, health or nutrition, including child abuse prevention and intervention and drug and alcohol abuse prevention; (3) provide funding to the sheriff's department for school-related activities; (4) provide funding to the county juvenile probation department; or (5) deposit the money in the county's general fund.

Source: Texas Comptroller of Public Accounts.

Court costs may wholly or partly stay with the county. Some court costs that a county retains must be used for specific purposes, and others may go to the county's general fund.

The state allows counties to retain 10 percent of the amount collected for certain fees and 5 percent of the amount collected for state traffic fines if they remit the *State Criminal Costs and Fees* quarterly report and payment to the Comptroller's office in a timely manner. The Comptroller's office has audit authority over court costs.

**Exhibit 7** shows revenues that Tom Green County has received from court costs, fees and fines. Only property tax, intergovernmental revenue and charges for services, fines and forfeitures produced more revenue for the county. Fines and forfeiture revenues from fiscal 2004 totaled nearly \$1.1 million. The JP courts and the county courts-at-law produced the most revenue with \$525,915 and \$282,595, respectively.

**Exhibit 7  
Tom Green County  
Fines & Forfeitures Revenues  
As of September 30, 2004**

Source	Total
Justice Courts	\$525,915
County Courts-at Law	\$282,595
District Courts	\$187,611
Bond Forfeitures	\$56,529

<b>Total</b>	<b>\$1,052,650</b>
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Source: Tom Green County.

Although state law authorizes court-ordered costs, fees and fines, statewide about \$400 million per year are left unpaid due to various factors such as inconsistent payment terms and conditions set by the courts.

Counties may use the following options to assist with the collection of court costs, fees and fines.

Article 103.0031, Code of Criminal Procedure allows counties to enter into collection contracts with a third party. As compensation to these contractors, a 30 percent collection fee can be added to the amount the defendant owes when the debt is over 60 days past due.

Transportation Code, Section 706.002, allows counties to contract with the Texas Department of Public Safety to deny violators a driver's license renewal due to a failure to satisfy a judgment ordered by a court.

A county may contract with the Texas Department of Transportation (TxDOT) to provide TxDOT with information about individuals who owe the county a past due fine, fee or tax. The county assessor-collector or TxDOT may refuse to register the owner's motor vehicle. This is authorized in Section 502.185, Transportation Code.

Some local governments have developed and implemented collection programs to collect court-ordered costs, fees and fines. The Office of Court Administration (OCA) assists cities and counties with this effort.

OCA provides assistance to local governments that are establishing a collection program, training county staff in the collection of fines and court costs, and providing ongoing support. This is done at no charge for all courts in Texas. OCA estimates that cities and counties using similar approaches to collections generally experience an increase in revenue of more than 40 percent. OCA also estimates that 10 percent of those owing fines will never pay. A number of counties established collection departments with much success, including Cameron, Dallas, Harris, Hidalgo and Montgomery counties.

In 2005, Article 103.0033, Code of Criminal Procedure was enacted to provide for the development and implementation of a Collection Improvement Program by the Office of Court Administration in cooperation with the Comptroller of Public Accounts.

Cities with populations of 100,000 or more and counties with populations of 50,000 or more are required by Article 103.0033 to implement a collections improvement program for the collection of court costs, fees and fines imposed in criminal cases. OCA identified 78 cities and counties in this category, half of which must implement the collection improvement program by April 1, 2006, while the other half must implement programs by April 1, 2007. The courts in Tom Green County are on schedule to meet the mandates of the Collection Improvement Program. The county has submitted documentation of its collection program to OCA and OCA has reviewed and commented on the documents. OCA staff members met with the Tom Green County judges. As of May 31, 2006, the county had submitted an information gathering questionnaire to the Comptroller of Public Accounts and was waiting to set a date for an initial audit.

Prior to the implementation of the collection improvement program, Tom Green County took positive steps to improve its collection efforts by inviting OCA to present a model collection

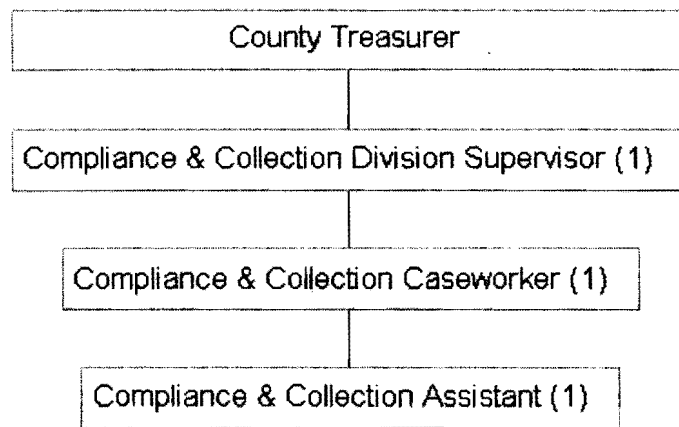
program to county officials. In May 1999, Jim Lehman of OCA made a presentation to the county's commissioners court on delinquent court costs, fees and fines collection. The county approved and established the collection program. In October 1999, the commissioners court decided to begin a county collection program with the two county courts-at-law. They received free software from the OCA.

At the time the county set up the collection program, the county clerk was not interested in participating in the program so the county commissioners put the collection program under the direction of the county treasurer.

On June 17, 2005, however, the Attorney General issued Opinion GA-0332, which concerns the authority of a commissioners court to assign the duties of collecting criminal fines, costs and fees to a county treasurer's deputies. The opinion concluded that a county commissioners court is not authorized to establish a collections department under the authority of a county treasurer without the consent of the county clerk. The opinion also states that a county court judge is not authorized to appoint the clerk of a county or statutory court. Thus, the judge may not appoint a county treasurer deputy as the clerk of the court to collect criminal fines and fees because the county clerk serves as the clerk of the county constitutional or statutory court.

The Tom Green county clerk consented to the county treasurer, through the Compliance and Collection Division (CCD), assisting in collecting criminal fines, costs and fees. In compliance with Opinion GA-0332, collection division employees do not receive any payments but schedule and encourage timely payments and monitor collections. The CCD is comprised of the CCD supervisor, one caseworker and an assistant (**Exhibit 8**).

**Exhibit 8  
Tom Green County  
Collection Program Organization Chart  
October 2005**



*Source: Tom Green County Treasurer's Office.*

The supervisor performs various complex administrative duties, such as composing and creating correspondence, reports, forms and other documentation requiring knowledge of specialized subject matter. She is responsible for the continued advancement of a comprehensive court fee collection program, manages the collection of the court costs and fines program and supervises and trains the collection staff. The supervisor reports directly to the county treasurer. The caseworker provides a broad range of clerical support, interviews defendants and grants or denies applicants' payment plans by investigating, evaluating and verifying application information. The assistant performs data entry and receptionist duties.

The CCD handles court cost, fee and fine payments for defendants who are not prepared to pay the total amount assessed at sentencing. At the time of sentencing, the judge assesses the court costs and fines. Some defendants pay the total amount assessed, while other defendants request time to pay. The judge then directs the defendants to the collection division, which reviews and evaluates requests for time payment. The CCD processes payment plan applications and monitors the pay agreements, sending reminder letters as necessary. The CCD continues to document and track the progress of the payment agreement. When a defendant fails to meet the terms of the pay agreement, CCD reports this information to the appropriate judge.

**FINDING**

**Tom Green County established a collection program to improve the county's collection of court costs, fees and fines.**

The county elections administrator informed the Tom Green County commissioners court about the success of the El Paso County court collection program, where she worked prior to coming to Tom Green County. In May 1999, OCA made a presentation to the commissioners court on court collection programs.

With the assistance of OCA, Tom Green County began the CCD in November 1999 with two county courts at law and was one of the first counties in the state to begin a court collection program. OCA has assisted 51 counties and 17 cities with a collection program.

Tom Green County established the Compliance and Collection Division under the County Treasurer's office and the commissioners court directed the treasurer to develop and implement a collection program for the county. The CCD was created with a mission to collect court costs and fines for the Tom Green County courts at law in the most efficient and professional manner possible. Two main objectives were:

1. enhance compliance with court-ordered sanctions by increasing the payment and/or other disposition (e.g. community service) of fines and court costs; and
2. relieve the judge of routine collection matters.

The program initially began with the two county courts at law. Two of the JP courts joined the program in 2005 and the other two JP courts joined in 2006.

OCA provided Tom Green County with a model collection program from Dallas County where Jim Lehman had previously worked. It included an application, follow-up process and an accounts receivable process.

The county's collections process requires that all court costs and fines are due at sentencing, and that the collections department reviews and evaluates any request for the extension of time for payment. The county also restricts payment terms to a target of 40 percent of the assessment within 48 hours, 60 percent in 30 days and full payment within 90 days.

If the defendant requests an extension to pay over time, the defendant submits an application to the CCD requesting additional time to pay. Once CCD verifies the application, the department staff interviews the defendant. If the defendant qualifies for the extension, CCD staff sets the terms according to the established target. When the defendant fails to qualify for the extension, the CCD staff attempts to place the defendant in an alternative program or return him or her to the court. CCD manages all court costs and fines collection for each case from start to finish.

The staff consisting of a supervisor, caseworker and receptionist, were designated solely to the collection of court costs and fines by the county. With an assigned collection staff that had the full support of the courts, court costs and fines revenue increased.

The collection rate prior to the program was about 46 percent. The rate increased to 62 percent in 2002, 80 percent in 2003 and 86 percent in 2004. Jim Lehman informed the LGMR team that "Tom Green County did a lot of pioneering in court collections, including having the county's contracted computer company create a collection software program. The county has also won some awards for their efforts in beginning a court collection program." In June 2004, the Tom Green County Treasurer received the Government Collectors Association of Texas Annual Honorable Mention Award for innovation in developing a collection program and providing assistance to those interested in creating a collections program in their area.

OCA requests collection report information from local government collection programs every year and compiles a Collection Program Information Report. It includes general information such as entity name, population, the name of the person in charge, the type of court and the number of courts served.

The pre-program collection information that OCA captured included the amount of money collected, the collection rate, the credit rate and the uncollected rate. The same collection information was captured for other years. OCA has an annual report that is a summary of this information available online at [www.courts.state.tx.us/oca/](http://www.courts.state.tx.us/oca/). All the data is unaudited.

Also, due in large part to the county's collection program, the county has a big advantage and head start in implementing the collection program mandated by Article 103.0033.

#### **COMMENDATION**

**The county has taken positive steps toward the early implementation of a formal collection program to improve court costs, fees and fines collections that produces additional revenue to the county. The county is a step ahead on the mandatory implementation of Senate Bill 1863.**

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Carole Keeton Strayhorn  
Texas Comptroller of Public Accounts

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Local Government Management Review  
Tom Green County

## Acknowledgements

Dianna Spieker, Treasurer of Tom Green County, is to be commended for recognizing the benefits of a third-party review of her office's operations and for requesting the Local Government Management Review (LGMR). Staff members of the Treasurer's office who made substantial contributions to this report and risk self-assessment include Johnnie Tennie, Melva Lopez, Gloria Mata, and Sharon Sustaita.

Jack Reynolds headed the Comptroller's review team. Other team members included Carmen Castillo Adams and Michael Lewis. The risk self-assessment was facilitated by Bill Longenecker and recorded by Jay LeBlanc of the Comptroller's Internal Audit Division.

Finally, special thanks go to the Editorial, Document Processing, Quick Copy and Online Systems sections of the Comptroller's office for their contributions to the production of this report.



Local Government Management Review  
Tom Green County

## Executive Summary

In October 2005, at the request of the Tom Green County Treasurer, Comptroller Strayhorn sent a review team to conduct a Local Government Management Review (LGMR) of the Treasurer's office management processes. The Comptroller's team met with the treasurer and appropriate staff to examine how they manage and operate the office.

During the course of this review, the review team found that the Tom Green County Treasurer's office is well-run, and identified a number of commendable practices that could be used by other local governments in meeting similar challenges.

The greatest challenge facing the Tom Green County Treasurer at this time pertains to the split payroll system currently in use by the county.

### **Key commendations and recommendations**

**Commendation:** The Treasurer's office minimizes its vulnerability to staff absences and turnover by cross-training its employees. The treasurer manages the cross-training program by rotating assignments within the office and by ensuring that each of the paired participants shares knowledge about how they perform their duties. Cross training is important because it allows employees to cover for each other when vacations or other temporary absences leave key activities understaffed.

**Commendation:** The office's practice of maintaining up-to-date procedures manuals contributes to an efficient operation. The treasurer assigns procedures updating responsibilities to all employees. Employees follow a schedule that mandates a twice-a-year review of procedures to keep them current. Procedures give management assurances that everyone knows what is acceptable and that safeguards are in place to double check for errors.

**Commendation:** The accounts payable process operates efficiently and contains no apparent control inadequacies. A key element for a good process is adequate separation of duties for internal control. Governments should separate custody of assets from the accounting of assets. The flow of the process should not loop back to a previous person. This would weaken internal control and also make the process less efficient. Tom Green County's accounts payable process demonstrates no such weaknesses.

**Commendation:** The county has taken positive steps toward the early implementation of a formal collection program to improve court costs, fees and fines collections that produces additional revenue to the county. The county is a step ahead on the mandatory implementation of Senate Bill 1863, which requires certain counties and cities to implement mandatory collection improvement programs. Tom Green County established the Compliance and Collections Division in November 1999 and was one of the first counties in the state to begin a court

collection program. The collection rate prior to the program was about 46 percent. The rate increased to 62 percent in 2002, 80 percent in 2003 and 86 percent in 2004.

**Recommendation:** Establish an appropriate and consistent payroll lag time for all county employees. The county requires approximately half of its employees to wait two weeks after the end of the payroll-processing period for their paychecks, while the other half has no lag time. These different policies create two major difficulties for the county—a deficiency in controls and inequitable treatment of employees. An additional administrative burden is placed on the payroll system when the time lag is not adequate.

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Carole Keeton Strayhorn  
Texas Comptroller of Public Accounts

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**October 2006 renewal offer**

	Employee	Employee & Spouse	Employee & Children	Employee & Family	TOTAL	ANNUAL
Number of people in each group	282	51	58	42	433	
<b>Current Rates</b>						
Current annual	\$220.80	\$484.80	\$598.80	\$854.40	\$7,967.20	\$95,606.40
Current Monthly	\$18.40	\$40.40	\$49.90	\$71.20		
Current employee contribution		\$22.00	\$31.50	\$52.80		
<b>Original Renewal Offer</b>						
Renewal offer monthly	\$19.70	\$43.30	\$52.90	\$76.20	\$8,530.10	\$102,361.20
Renewal offer employee contribution		\$23.60	\$33.20	\$56.50	Monthly Increase to TGC	Annual Increase to TGC
For a monthly dollar increase of		\$1.60	\$1.70	\$3.70	\$562.90	\$6,754.80
And a monthly percentage increase of	7.07%	7.27%	5.40%	7.01%		7.07%
<b>Negotiated Renewal Offer</b>						
Renewal offer monthly	\$19.20	\$42.00	\$51.40	\$74.10	\$8,313.60	\$99,763.20
Renewal offer employee contribution		\$22.80	\$32.20	\$54.90	Monthly Increase to TGC	Annual Increase to TGC
For a monthly dollar increase of		\$0.80	\$0.70	\$2.10	\$346.40	\$4,156.80
Or a per paycheck increase of		\$0.40	\$0.35	\$1.05		
And a monthly percentage increase of	4.35%	3.64%	2.22%	3.98%		4.35%

## I. PURPOSE

It is the intent of Tom Green County (TGC) and the City of San Angelo (COSA), a cooperative effort, with this RFP and possible resulting contract to solicit proposals from qualified professional insurance firms with extensive experience in providing individual policies for various types of insurance coverage. Policy options should include insurance coverage for the following types of benefits:

Permanent Life Insurance with preference given to Death Benefit and not Cash Value  
Critical Illness for either specific or bundled products  
Long Term Disability with a ninety (90) day elimination period and five (5) year benefit  
Accident Policy for off the job only

TGC/COSA desire to offer employees a selection of product/benefits and will make a determination as to the configuration of the final plan structure when the contract is finalized. Proposers may offer more or less products than requested, but should be aware of the primary desire of this request.

The Policy will be offered to eligible TGC, and eligible COSA employees as supplemental coverage to the existing health and life policies provided by TGC/COSA. In addition, there may be employees who have existing supplemental products in force and may or may not have the need or the capability of switching, and may or may not wish additional coverage.

## II. FACTS AND STATISTICS

- a. TGC has approximately 600 full time employees that are made up of regular county employees and Adult Probation employees who are on the same payroll system. COSA has approximately 900 full time employees.
- b. Eligibility: All regular, active full time employees, as defined by the policies of Tom Green County and the City of San Angelo respectively.
- c. Employee Contribution: The coverage will be strictly voluntary with no contribution from TGC/COSA.

## III. SCOPE OF SERVICES TO BE PROVIDED

- A. **Overview:** The Objective of TGC/COSA is to provide voluntary supplemental (or ancillary) insurance benefits to their respective Employees.
- B. **Portability:** If possible, coverage provided will be on a payroll deduction basis with portability available to employees who leave the employ of TGC/COSA and wish to take their coverage with them.
- C. **Guaranteed Issue:** Products offered must include an open enrollment period and be guaranteed issue with no medical questionnaires, blood or urine samples required.

### 3. Plan Administration

- a. The Following is a list of minimum functions that a contractor must perform:
  1. Drafting and printing of employee brochures and benefit booklets. Printing cost must be identified as a separate expense. TGC and COSA must approve the benefit booklet, which must be completed within 30 days after award of contract.
  2. The carrier will provide all enrollment and maintenance materials and provide a annual supply of benefit booklets at no additional cost.
  3. Maintenance of all historical records.
  4. Provide weekly (or less frequently as required) employee orientations to coincide with scheduled new hire orientations conducted by TGC. *These are currently conducted on Wednesday mornings, beginning at 8:30 each week that new hire numbers warrant an orientation.*
  5. Provide weekly (or less frequently as required) employee orientations to coincide with scheduled new hire orientations conducted by COSA. *These are currently conducted on an infrequent, but as needed basis. Eligible employees are grouped when possible. Otherwise, COSA will conduct individual orientations for their new employees.*
  6. Maintain a contact point through local office or toll free number for customer service relating to all employee issues.
  7. Vendor will provide personnel for a minimum of one annual meeting with all employees to discuss their coverage, counsel any concerns, and determine any changes needed in individual plans.
  
- b. Billing: Successful proposer should be ready to work with the TGC Treasurer's office and the COSA Finance office to establish a procedure facilitating the process of proper invoicing and payment; including but not limited to:
  1. TGC and COSA payrolls are Semi-Monthly. The pricing for the individual deductions shall be forecast to match the payroll period and equal the amount to be taken from individual's checks, but may be submitted on a monthly basis if vendor finds this more convenient.
  2. Vendor will communicate with Treasurer's office for TGC and the Finance office for COSA to obtain changes in employee status and notify the respective offices of any employee directed changes to plans on a regular basis, but not later than a week before invoices are due. Emails will be sent to vendor contact on/around the 15<sup>th</sup> and last day of the month from the respective TGC/COSA offices for any employees terminating coverage or resigning employment.

3. Invoicing, along with a spreadsheet that is up to date with all changes available, will be submitted to the TGC Treasurer's office and the COSA Finance office by the 20th of each month and may be sent electronically.
4. Vendor will send a monthly confirmation to the TGC Treasurer and the COSA Finance Director that premiums have been received and that the amount and the accompanying report balance with changes to the bill.
5. Invoices will be paid by the TGC Treasurer and the COSA Finance Department no later than the last day of the month the billing period covers if billed in advance. For billings in arrears, invoices will be paid in accordance with the Fair Payment Act governing payments by political subdivisions.
6. TGC and COSA will each individually submit one check per billing period which vendor will, if warranted, distribute to any separate carriers involved.
7. Vendor will be responsible to pay any over payments or refunds directly to the employee.

**4. Plan Funding:**

**TGC/COSA will fund 0% of the required premiums and fees.**

**5. Plan Communications**

- b. Pre-Enrollment Materials: Pre-announcement material (pre-Approved by TGC/COSA) must be developed and supplied to TGC/COSA by the insurance company in advance of the enrollment. All materials will be printed at insurance company's expense.
- c. Enrollment Materials: All materials necessary to effectively enroll employees will be prepared by the insurance company at the company's expense.

**IV. SPECIAL CONDITIONS**

- A. Vendor must meet all insurance requirements, including Workman's Compensation, as outlined in Texas State Statutes prior to any delivery and shall remain in effect during the life of this contract.
- B. Continuing non-performance of the Vendor in terms of Specifications shall be a basis for the termination of the contract by the County. The County shall not pay for work, equipment or supplies, which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
- C. The contract may be terminated by either party upon written sixty (60) days notice prior to cancellation.
- D. **Bids must be submitted on one of the attached Cost Proposal Forms.**

**STATE OF TEXAS**

**COUNTY OF TOM GREEN**

**CONTRACT AND AGREEMENT FOR  
DETENTION OF JUVENILE OFFENDERS**

This Contract and Agreement made and entered into by and between the County of Tom Green, acting by and through its duly authorized representatives, the Commissioners' Court of Tom Green County, Texas, Michael D. Brown, County Judge, and the County of Brown acting by and through its duly authorized representatives, the Commissioners' Court of Brown County, Texas, Ray West, Brown County Judge, to be effective September 1, 2005 to August 31, 2006.

**WITNESSETH:**

**L**

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Brown County, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Justice Code has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court; and

Whereas, Tom Green County desires to make the facilities available to Brown County for such use and purpose, and Brown County desires to contract for the use of said facility:

Now, therefore, the parties agree as follows:

(1) The term of this contract shall be for a period of one year from the effective date. If either party hereto feels in its judgement that the contract cannot be successfully continued and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of Notice to Terminate is received by the other party. At 12:00 o'clock midnight thirty (30) calendar days thereafter, this contract shall terminate,

become null and void, and be of no further force or effect.

After receipt of notice of termination, Brown County shall remove all children placed in the facilities on or before the termination date.

(2) Tom Green County will provide room and board, seven (7) days a week supervision, an approved education program, recreation facilities, and behavior counseling to each child placed within the facility. Tom Green County will also provide routine medical treatment that may customarily and reasonably be provided within the facility; however, Tom Green County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the child outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of Brown County.

(3) Brown County agrees to pay Tom Green County the sum of ~~\$83.00~~ per day for each space utilized. This sum shall be paid to Tom Green County upon billing and paying procedures agreed upon by the contracting counties and the auditor of Tom Green County, Texas. The per day cost being based on the projected actual cost of care for children in the facility.

(4) If emergency examination, treatment, and/or hospitalization outside the facilities is required for a child placed in the facilities by Brown County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Brown County and to request that Brown County be billed for the same. Brown County agrees to indemnify and hold harmless Tom Green County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify Brown County of such an emergency within twenty-four hours of its occurrence.

(5) Prior to transporting a child to the facility for placement, the official authorizing placement shall call the facility to insure that space is available. The detention needs of Tom Green County takes precedence over those of contract counties and placement of children from Brown County may be denied if space limitations require.

(6) Children from Brown County who are alleged to have engaged in delinquent conduct or conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of Brown County, or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the Juvenile Court of Brown County, in accordance with the Texas Family Code, Title III

(Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention facility prior to the child's re-admission.

(7) Each child placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.

(8) If a child is accepted by the facilities from Brown County and such child thereafter is found to be, in the sole judgement of the Administrator, mentally unfit, dangerous, or unmanageable or either of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgement, upon such determination and notification by the Administrator to the Brown County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff shall immediately and forthwith remove or cause to be removed such child from the detention facility.

(9) Tom Green County agrees that the facilities will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex, or national origin.

(10) It is understood and agreed by the parties hereto that children placed in the facilities under the proper orders of the Juvenile Court of Brown County shall be maintained therein except that the staff of either facility may take the children under supervision from the facility to participate in Community activities.

(11) It is further understood and agreed by the parties hereto that children placed in the facilities may be granted furloughs with parents, guardian, custodian, or other responsible adults only after prior approval of the Judge of Juvenile Court in Brown County or his designated representative.

(12) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facilities shall be removed therefrom by Brown County, its agents, servants, or employees at the conclusion of the ten (10) day period authorized by the Court Order issued by the Judge of the Juvenile Court of Brown County unless a new Order has been issued authorizing the continued detention, and a copy of such Order has been delivered to the detention facility, or unless a waiver of ten (10) days hearing has been executed and a signed copy of the waiver delivered to the facility. A copy of the Order issued pursuant to waiver shall be furnished promptly to the facilities.

(13) It is further understood and agreed by the parties hereto that a child in pre-adjudication care not be removed by Brown County, its agents, servants, or employees as noted above (12) by 12:00 o'clock noon of the tenth

(10) working days of detention and a new Order authorizing continued detention has not been received at the detention facility, an employee of Tom Green County will deliver the child to the Juvenile Court of Brown County for which there will be an additional charge of N/A cents per miles, for a total charge of mileage.

(14) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facility shall not be removed prior to the conclusion of the Court Order except to the Probation Officer or as provided in paragraph seven (7) above, without delivery of an Order for Release signed by the Judge of the Juvenile Court of Brown County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Brown County, its agents, servants, or employees in any way to manage, control, direct, or instruct Tom Green County, its servants or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facilities. However, it is also understood that the Juvenile Court of Brown County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Juvenile Justice Code 51.12.

## II. DEFAULT

(1) Brown County may, be written notice of default to Tom Green County, terminate in whole or any part of this contract in any of the following circumstances:

(a) If Tom Green County fails to perform the work called for by this contract within the time specified herein or

(b) If Tom Green County fails to perform any of the provisions of this contract, or fails to prosecute the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extensions as authorized by Brown County in writing) after receiving notice of default.

(2) Except with respect to defaults of subcontractors, Tom Green County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Tom Green County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Tom Green County shall not be liable for any excess costs for failure to perform.

### III-OFFICIALS NOT TO BENEFIT

No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of Tom Green County who exercise any function or responsibilities in the review or 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.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioners, or employee of the Law Enforcement Assistance Administration or the Department of Justice shall be admitted to any share or part thereof or to any benefit to arise herefrom.

No member of or Delegate to the Congress, or State Official, or Resident Commissioner shall be allowed to any share or part of this contract, or to any benefit that may arise therefrom.

Tom Green County agrees to insert this Clause III into all subcontracts entered into the performance of the work assigned by this contract.

### IV-EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Tom Green County agrees as follows:

(a) Tom Green County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Tom Green County will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, or religion. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Tom Green County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.

(b) Tom Green County will in all solicitations or advertisement for employees placed by or on behalf of Tom Green County, state that all qualified applicants for positions in the detention center will receive consideration for employment

without regard to race, color, religion, sex, or national origin.

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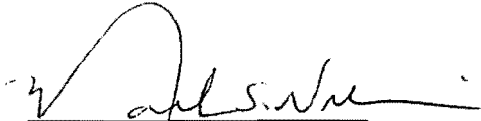
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision and payment for such care by Brown County for such children placed in the facility by the Judge of Brown County having juvenile jurisdiction.


This contract is in lieu of all previous contracts between Tom Green County and Brown County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

Executed in duplicate this the \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_, to be effective September 1, 2005,  
each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

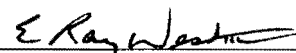
COMMISSIONERS' COURT OF  
TOM GREEN COUNTY, TEXAS

  
Mark S. Williams, Chief  
Juvenile Probation Officer  
Tom Green County, Texas

  
Michael D. Brown, County Judge  
and Presiding Officer of Said Court

COMMISSIONERS' COURT OF

\_\_\_\_\_  
Brown County

  
Ray West, County Judge and  
Presiding Officer of Said Court,

\*\*\*\*\*

**STATE OF TEXAS**

**COUNTY OF TOM GREEN**

**CONTRACT AND AGREEMENT FOR  
DETENTION OF JUVENILE OFFENDERS**

This Contract and Agreement made and entered into by and between the County of Tom Green, acting by and through its duly authorized representatives, the Commissioners' Court of Tom Green County, Texas, Michael D. Brown, County Judge, and the County of Irion acting by and through its duly authorized representatives, the Commissioners' Court of Irion County, Texas, Leon Standard, Irion County Judge, to be effective September 1, 2005 to August 31, 2006.

**WITNESSETH:**

**I.**

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Irion County, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Justice Code has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court; and

Whereas, Tom Green County desires to make the facilities available to Irion County for such use and purpose, and Irion County desires to contract for the use of said facility:

Now, therefore, the parties agree as follows:

(1) The term of this contract shall be for a period of one year from the effective date. If either party hereto feels in its judgement that the contract cannot be successfully continued and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of Notice to Terminate is

received by the other party. At 12:00 o'clock midnight thirty (30) calendar days thereafter, this contract shall terminate, become null and void, and be of no further force or effect.

After receipt of notice of termination, Irion County shall remove all children placed in the facilities on or before the termination date.

(2) Tom Green County will provide room and board, seven (7) days a week supervision, an approved education program, recreation facilities, and behavior counseling to each child placed within the facility. Tom Green County will also provide routine medical treatment that may customarily and reasonably be provided within the facility; however, Tom Green County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the child outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of Irion County.

(3) Irion County agrees to pay Tom Green County the sum of ~~\$83.00~~ per day for each space utilized. This sum shall be paid to Tom Green County upon billing and paying procedures agreed upon by the contracting counties and the auditor of Tom Green County, Texas. The per day cost being based on the projected actual cost of care for children in the facility.

(4) If emergency examination, treatment, and/or hospitalization outside the facilities is required for a child placed in the facilities by Irion County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Irion County and to request that Irion County be billed for the same. Irion County agrees to indemnify and hold harmless Tom Green County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify Irion County of such an emergency within twenty-four hours of its occurrence.

(5) Prior to transporting a child to the facility for placement, the official authorizing placement shall call the facility to insure that space is available. The detention needs of Tom Green County takes precedence over those of contract counties and placement of children from Irion County may be denied if space limitations require.

(6) Children from Irion County who are alleged to have engaged in delinquent conduct or conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of Irion County, or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a

detention hearing in the Juvenile Court of Irion County, in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention facility prior to the child's re-admission.

(7) Each child placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.

(8) If a child is accepted by the facilities from Irion County and such child thereafter if found to be, in the sole judgement of the Administrator, mentally unfit, dangerous, or unmanageable or either of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgement, upon such determination and notification by the Administrator to the Irion County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff shall immediately and forthwith remove or cause to be removed such child from the detention facility.

(9) Tom Green County agrees that the facilities will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex, or national origin.

(10) It is understood and agreed by the parties hereto that children placed in the facilities under the proper orders of the Juvenile Court of Irion County shall be maintained therein except that the staff of either facility may take the children under supervision from the facility to participate in Community activities.

(11) It is further understood and agreed by the parties hereto that children placed in the facilities may be granted furloughs with parents, guardian, custodian, or other responsible adults only after prior approval of the Judge of Juvenile Court in Irion County or his designated representative.

(12) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facilities shall be removed therefrom by Irion County, its agents, servants, or employees at the conclusion of the ten (10) day period authorized by the Court Order issued by the Judge of the Juvenile Court of Irion County unless a new Order has been issued authorizing the continued detention, and a copy of such Order has been delivered to the detention facility, or unless a waiver of ten (10) days hearing has been executed and a signed copy of the waiver delivered to the facility. A copy of the Order issued pursuant to waiver shall be furnished promptly to the facilities.

(13) It is further understood and agreed by the parties hereto that child a child in pre-adjudication care not be

removed by Irion County, its agents, servants, or employees as noted above (12) by 12:00 o'clock noon of the tenth (10) working days of detention and a new Order authorizing continued detention has not been received at the detention facility, an employee of Tom Green County will deliver the child to the Juvenile Court of Irion County for which there will be an additional charge of N/A cents per miles, for a total charge of mileage.

(14) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facility shall not be removed prior to the conclusion of the Court Order except to the Probation Officer or as provided in paragraph seven (7) above, without delivery of an Order for Release signed by the Judge of the Juvenile Court of Irion County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Irion County, its agents, servants, or employees in any way to manage, control, direct, or instruct Tom Green County, its servants or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facilities. However, it is also understood that the Juvenile Court of Irion County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Juvenile Justice Code 51.12.

## II. DEFAULT

(1) Irion County may, be written notice of default to Tom Green County, terminate in whole or any part of this contract in any of the following circumstances:

(a) If Tom Green County fails to perform the work called for by this contract within the time specified herein or

(b) If Tom Green County fails to perform any of the provisions of this contract, or fails to prosecute the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extensions as authorized by Irion County in writing) after receiving notice of default.

(2) Except with respect to defaults of subcontractors, Tom Green County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Tom Green County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Tom Green County shall not be liable for any excess costs for failure to perform.

### III-OFFICIALS NOT TO BENEFIT

No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of Tom Green County who exercise any function or responsibilities in the review or 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.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioners, or employee of the Law Enforcement Assistance Administration or the Department of Justice shall be admitted to any share or part thereof or to any benefit to arise herefrom.

No member of or Delegate to the Congress, or State Official, or Resident Commissioner shall be allowed to any share or part of this contract, or to any benefit that may arise therefrom.

Tom Green County agrees to insert this Clause III into all subcontracts entered into the performance of the work assigned by this contract.

### IV-EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Tom Green County agrees as follows:

(a) Tom Green County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Tom Green County will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, or religion. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Tom Green County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.

(b) Tom Green County will in all solicitations or advertisement for employees placed by or on behalf of Tom Green

County, state that all qualified applicants for positions in the detention center will receive consideration for employment without regard to race, color, religion, sex, or national origin.

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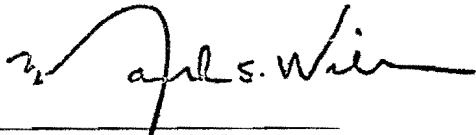
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision and payment for such care by Irion County for such children placed in the facility by the Judge of Irion County having juvenile jurisdiction.

This contract is in lieu of all previous contracts between Tom Green County and Irion County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

Executed in duplicate this the \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_, to be effective September 1, 2005,  
each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

COMMISSIONERS' COURT OF  
TOM GREEN COUNTY, TEXAS



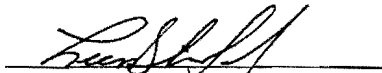
Mark S. Williams, Chief  
Juvenile Probation Officer  
Tom Green County, Texas



Michael D. Brown, County Judge  
and Presiding Officer of Said Court

COMMISSIONERS' COURT OF

June 16, 2006  
Irion County

  
Leon Standard, County Judge and  
Presiding Officer of Said Court,

\*\*\*\*\*

STATE OF TEXAS

COUNTY OF TOM GREEN

**CONTRACT AND AGREEMENT FOR  
DETENTION OF JUVENILE OFFENDERS**

This Contract and Agreement made and entered into by and between the County of Tom Green, acting by and through its duly authorized representatives, the Commissioners' Court of Tom Green County, Texas, Michael D. Brown, County Judge, and the County of Concho acting by and through its duly authorized representatives, the Commissioners' Court of Concho County, Texas, Allen Amos, Concho County Judge, to be effective September 1, 2005 to August 31, 2006.

**WITNESSETH:**

**I.**

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Concho County, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Justice Code has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court; and

Whereas, Tom Green County desires to make the facilities available to Concho County for such use and purpose, and Concho County desires to contract for the use of said facility:

Now, therefore, the parties agree as follows:

(1) The term of this contract shall be for a period of one year from the effective date. If either party hereto feels in its judgement that the contract cannot be successfully continued and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of Notice to Terminate is

received by the other party. At 12:00 o'clock midnight thirty (30) calendar days thereafter, this contract shall terminate, become null and void, and be of no further force or effect.

After receipt of notice of termination, Concho County shall remove all children placed in the facilities on or before the termination date.

(2) Tom Green County will provide room and board, seven (7) days a week supervision, an approved education program, recreation facilities, and behavior counseling to each child placed within the facility. Tom Green County will also provide routine medical treatment that may customarily and reasonably be provided within the facility; however, Tom Green County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the child outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of Concho County.

(3) Concho County agrees to pay Tom Green County the sum of ~~\$83.00~~ per day for each space utilized. This sum shall be paid to Tom Green County upon billing and paying procedures agreed upon by the contracting counties and the auditor of Tom Green County, Texas. The per day cost being based on the projected actual cost of care for children in the facility.

(4) If emergency examination, treatment, and/or hospitalization outside the facilities is required for a child placed in the facilities by Concho County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Concho County and to request that Concho County be billed for the same. Concho County agrees to indemnify and hold harmless Tom Green County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify Concho County of such an emergency within twenty-four hours of its occurrence.

(5) Prior to transporting a child to the facility for placement, the official authorizing placement shall call the facility to insure that space is available. The detention needs of Tom Green County takes precedence over those of contract counties and placement of children from Concho County may be denied if space limitations require.

(6) Children from Concho County who are alleged to have engaged in delinquent conduct or conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of Concho County, or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must

have a detention hearing in the Juvenile Court of Concho County, in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention facility prior to the child's re-admission.

(7) Each child placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.

(8) If a child is accepted by the facilities from Concho County and such child thereafter is found to be, in the sole judgement of the Administrator, mentally unfit, dangerous, or unmanageable or either of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgement, upon such determination and notification by the Administrator to the Concho County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff shall immediately and forthwith remove or cause to be removed such child from the detention facility.

(9) Tom Green County agrees that the facilities will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex, or national origin.

(10) It is understood and agreed by the parties hereto that children placed in the facilities under the proper orders of the Juvenile Court of Concho County shall be maintained therein except that the staff of either facility may take the children under supervision from the facility to participate in Community activities.

(11) It is further understood and agreed by the parties hereto that children placed in the facilities may be granted furloughs with parents, guardian, custodian, or other responsible adults only after prior approval of the Judge of Juvenile Court in Concho County or his designated representative.

(12) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facilities shall be removed therefrom by Concho County, its agents, servants, or employees at the conclusion of the ten (10) day period authorized by the Court Order issued by the Judge of the Juvenile Court of Concho County unless a new Order has been issued authorizing the continued detention, and a copy of such Order has been delivered to the detention facility, or unless a waiver of ten (10) days hearing has been executed and a signed copy of the waiver delivered to the facility. A copy of the Order issued pursuant to waiver shall be furnished promptly to the facilities.

(13) It is further understood and agreed by the parties hereto that child a child in pre-adjudication care not be