

**Tom Green County Commissioners' Court**  
**October 24<sup>th</sup>, 2006**

The Commissioners' Court of Tom Green County, Texas, met in Regular Session October 24<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 Easingwood moved to accept the Consent Agenda as presented: Commissioner Floyd seconded the motion. The following items were presented:**

**A. Approved the Minutes of the Regular Meetings from October 3<sup>rd</sup>, 10<sup>th</sup>, & 17<sup>th</sup>, 2006.**

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

from October 16<sup>th</sup> & 18<sup>th</sup> – 24<sup>th</sup>, 2006 in the amount of \$ 729,562.61. (Recorded with these Minutes.)

**Approved the Purchase Orders**

From October 16<sup>th</sup> – 20<sup>th</sup>, 2006 in the amount of \$160,458.62.

**C. Accepted the Personnel Actions as presented:**

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

NAME	DEPARTMENT	ACTION	EFF DATE	RANGE	SALARY	SUPPLEMENT
Speckels, Menda K.	District Attorney	New Hire	10-16-06	S11	\$887.81 S/M	
Simpson, Jill	County Attorney	Salary Increase	10-28-06	L10	\$1974.94 S/M	\$41.67 S/M
Flores, Isabel P.	County Clerk	New Hire	10-13-06	S06	\$695.45 S/M	
Williams, Shane E.	Jail	New Hire	10-16-06	L01	\$997.48 S/M	
Murphy, Chanceton R.	Juvenile Detention	New Hire	10-11-06	N/A	\$7.50/Hour	
Mata, Gloria P.	Treasurer	Promotion	10-30-06	S15	\$1132.39 S/M	
Boatright, Andrea K.	Sheriff's Office	Promotion	11-01-06	L06	\$1398.73 S/M	
Elliott, Sandra S.	Sheriff's Office	Other	10-01-06	S11	\$1104.22 S/M	
Guthrie, Rita I.	Sheriff's Office	Other	10-01-06	S15	\$725.01 S/M	\$691.32 S/M

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

NAME	DEPARTMENT	ACTION	EFF DATE	RANGE	SALARY	SUPPLEMENT
Melendez, Charles	CSCD	Resignation	09-30-06	N/A	\$836.58 S/M	
Ellis, Kelly J.	County Attorney	Resignation	10-27-06	L10	\$1933.27 S/M	\$41.67 S/M
Bennett, Ann E.	Treasurer	Resignation	10-27-06	S15	\$1219.09 S/M	
Marrow, Jamie L.	Indigent Health	Dismissal	10-20-06	S03	\$7.07/Hour	
Flores, Isabel P.	County Clerk	Resignation	10-19-06	S06	\$695.45 S/M	

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

- D. **Acknowledged the order setting the salary percentages of the 119<sup>th</sup> District Court Reporter between Tom Green, Runnels and Concho Counties.** (Recorded with these minutes.)
- E. **Accepted the Quarterly Solid Waste Report as a matter of record.** (Recorded with these minutes.)
- F. **Approved request by Concho Valley Electric Cooperative, Inc. to place a single pole power line along the south right-of-way of Walling Pecan Road for approximately 6160 feet from Highway 277 South to 33 tracts of the new Stonewall Reserve Subdivision located in Precinct #2.** (Recorded with these minutes.)
- G. **Approved the placement of Homeland Security Grant Purchased Radio's in the personal vehicles of Volunteer Fire Department Chief's as a possible command center, but the radios will remain with the department in the event of a resignation or removal.**
- H. **As per 51.002 (a) A sale of real property under a power of sale conferred by a deed of trust or other contract lien must be a public sale at auction held between 10 a.m. and 4 p.m. of the first Tuesday of a month. Except as provided by Subsection (h), the sale must take place at the county courthouse in the county in which the land is located, or if the property is located in more than one county, the sale may be made at the courthouse in any county in which the property is located. The commissioners court shall designate the area at the courthouse where the sales are to take place and shall record the designation in the real property records of the county. The sale must occur in the designated area. If no area is designated by the commissioners court, the notice of sale must designate the area where the sale covered by that notice is to take place, and the sale must occur in that area. The Court approved removal of the lobby area of the Tom Green County Courthouse to designate the Tom Green County Courthouse with the area of the sale to be designated within the notice.**
- I. **Approved the Treasurer's Monthly Report for September 2006.**
- J. **Accepted the Texas Agricultural Extension Service Reports for September 2006.**

**The motion passed 5-0.**

**5. The following service awards for January through June of 2006 were presented:**

<u>Name</u>	<u>Hire Date</u>	<u>Department</u>
<u>30 Years of Service</u>		
WOEHL, Harvey	2-17-76	R&B 2/4
<u>25 Years of Service</u>		
MARTINEZ, Johnny	5-07-81	Custodial Services
<u>20 Years of Service</u>		
BUTERA, Linda	01-06-86	JP#1
BRADEN, Karl	02-01-86	R&B 2/4
CRUDUP, Mary	03-10-86	Library
WILLIAMS, Mark	03-31-86	Juvenile
LANE, Margie	05-07-86	Library
<u>15 Years of Service</u>		
ROBERTS, Penny	03-11-91	CCL2
HAGLER, William	04-08-91	CSCD
RANGEL, Jose	04-16-01	CSCD
SANDERS, Richard	05-03-91	SHERIFF
HESTER, Alvie	05-10-91	Constable #4
MOORE, Barry	06-21-91	Sheriff
RACE, Phillip	04-16-91	District Court
<u>10 Years of Service</u>		
THURMAN, Molly	01-02-96	DA
JENNINGS, Tonia	02-15-96	Bailiff
PICON, Gary	04-08-96	CSCD
SMITH, Norman	02/01/96	Juvenile
<u>5 Years of Service</u>		
TAYLOR, Christopher	01-01-01	County Attorney
RICHEY, John	01-01-01	Sheriff
BYRNE, Mary	01-01-01	Jail
SWICK, Randy	01-01-01	Sheriff
HUNT, Joe	01-01-01	Sheriff
PIERCE, Teena	01-01-01	County Attorney
ADAMS, Joseph	01-02-01	Constable
MONICO, Gary	01-02-01	County Clerk
ENGLERT, Michael	01-02-01	County Attorney
JERNIGAN, Leigh	01-16-01	CSCD
MIEARS, Cori	03-12-01	Jail

VILLAREAL, John	03-19-01	CSCD
FISHER, Donna	03-26-01	County Clerk
RAMOS, John	03-27-01	Jail
MUNCEY, Keith	04-05-01	Sheriff
JUAREZ, Dolores	04-11-01	Sheriff
POYNOR, Carrie	04-18-01	Jail
PEREZ, Nelson	05-01-01	Parks
ALEXANDER, Janice	05-29-01	Extension
RISKUS, Theda	06-01-01	County Clerk

- 6. Commissioner Easingwood moved to approve the Agreement between Owner and Architect Regarding Tom Green County Library as presented by William Keith Davis with any additions, addendums or changes to be signed by the County Judge.**

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

**Judge Brown moved to issue a notice to proceed with Holzman Moss Architecture LLP as to the schematic design phase of the Tom Green County Library. Commissioner Hoelscher seconded the motion. The motion passed 5-0.**

- 7. Judge Brown moved to approve the request from Big Brothers-Big Sisters of San Angelo to apply for funding from the Corporation for National and community Service AmeriCorps VISTA. Commissioner Hoelscher seconded the motion. The motion passed 5-0.**

- 8. Commissioner Easingwood moved to approve the contracting for Juvenile Detention services for Fiscal Year 2007 with the Counties of Brown, Concho, Coke, Irion, Runnels, Schleicher, and Sterling. Commissioner Floyd seconded the motion. The motion passed 5-0. (Recorded with these minutes.)**

- 9. Commissioner Easingwood moved to approve the trade in of tag numbers 13475 and # 13501 and purchase of 2 new vehicles and accessories, staying within the \$16,000.00 budgeted amount, for facilities maintenance (Department 136). Commissioner Hoelscher seconded the motion. The motion passed 5-0.**

- 10. Judge Brown moved to authorize the jail to fill the vacant full time LVN position with either a full time LVN or two part-time LVN's, as an alternative. Commissioner Floyd seconded the motion. The motion passed 5-0.**

- 11. Commissioner Floyd moved to approve the adoption of the following revisions of Chapters 5 & 6 of the Personnel Policy as recommended by the Personnel Committee with the changes to be effective immediately:**

## **5.00 POSITION CLASSIFICATION AND EMPLOYEE COMPENSATION**

### **5.01 POSITION CLASSIFICATION**

**5.01.01 Position Classification Plan.** The Human Resources Department will maintain the County's position classification plan in accordance with

recognized industry practices which include job analysis, internal position comparison, and use of external market data, as appropriate. The classification plan is a structured list of official position titles and corresponding pay ranges.

**5.01.02 Job Descriptions.** Department Heads and Elected Officials will ensure that current job descriptions are maintained for positions in their department and that copies of each job description are provided to the Human Resources Department.

A job description will be prepared and submitted to the Human Resources Department for new positions requested by a department. The Human Resources Department will conduct an appropriate job analysis and forward a written position classification recommendation to the Commissioner's Court for approval.

If a significant and permanent change in the duties and responsibilities of a position occurs, a Department Head or Elected Official may request a classification review of the position. Employees may request a review of their position classification through the Department Head or Elected Official. A written request with recommendation and justification and an updated position description will be provided to the Human Resources Department. Human Resources will conduct an appropriate job analysis and forward a written position classification recommendation to the Commissioner's Court for approval.

Departmental requests for review of a position's classification will not be submitted for the purpose of rewarding employee performance or promoting an employee. Approval of all position reclassification requests is subject to availability of appropriate funding.

**5.01.03 Job Analysis.** Classification of a County position is based on an analysis of its duties and responsibilities and a comparison of these with other Tom Green County positions. Criteria considered in a job analysis include, but are not limited to: scope, complexity, and diversity of work performed; knowledge, abilities, skills, education, and experience required to perform the job; autonomy/level of supervision received; decision making authority; impact of the position on the organization and/or citizenry; and other relevant factors.

**5.01.04 Position Classification Appeal Process.** A Department Head or Elected Official who disagrees with the findings and position classification recommendation, may submit a written appeal to the Human Resources Department. Position incumbents may appeal position classification recommendations through the Department Head or Elected Official. The appeal should contain justification and factors supporting the request for position reclassification. This information will be carefully considered by the Human Resources Department and a final written recommendation prepared. If agreement cannot be reached concerning the position classification, all written documentation will be submitted to the Commissioner's Court for its review and determination.

## 5.02 EMPLOYEE COMPENSATION

**5.02.01** An official pay range is assigned to all Tom Green County positions, except elected officials. The pay rate for employees will not be less than the minimum or more than the maximum rate of the pay range. Employees reaching the maximum rate of the official pay range will not receive further pay increases.

**5.02.02 Starting Pay Rate for New Employees.** The pay rate for new employees will normally be set at the minimum rate assigned to the position.

On occasion, a candidate whose qualifications substantially exceed those required in the job posting, may be hired at a rate above the pay range minimum. To request approval of a hiring rate above the minimum for the pay range, a written request must be submitted to the Human Resources Department. When reviewing such a request, the Human Resources Department will consider the following factors: difficulty experienced in recruiting qualified applicants; the candidate's experience, education, and knowledge/abilities/skills, as they relate to the position being filled; earnings history of the candidate; current employment status; and other job-related factors. The Human Resources Department will make a written salary recommendation to the commissioners' Court.

If a starting rate above the minimum is approved, the rates of all departmental employees in the same job classification who possess similar qualifications must be adjusted up to this rate. The Human Resources Department is responsible for determining if salary adjustments for current employees are required in these cases.

**5.02.03 Starting Pay Rate for Rehired Employees.** Former employees who return to work with within one year to the same position classification or pay range may be rehired at the rate received at the time of termination.

The starting pay for former employees who return to employment after one year, or return to a different position classification or pay range, will be determined in accordance with paragraph 5.02.02.

**5.02.04 Setting Pay Rates for Promotions.** A promotion occurs when an employee moves from a position to another in a higher pay range.

The rate of pay for employees promoted to higher-level positions will be the minimum of the new range or the following, whichever is greater.

<u>Position Group (EEOC Code)</u>	<u>Pay Adjustment</u>
Service	4%
Clerical	4%
Para-Professional	4%
Technical	4%

Skilled Craft	4%
Professional	5%
Supervisory/Managerial	8%
Department Head	12%-15%

The pay rate resulting from a promotion must fall within the range for the higher level position.

**5.02.05 Setting Pay Rates for Demotions.** A demotion occurs when an employee moves from a position to another in a lower pay range.

The pay rate for an employee requesting a voluntary demotion will be set in accordance with paragraph 5.02.02. In no case will the salary rate for the lower position exceed the employee's current salary rate. (Note: Employees interested in lower level positions must submit a job application during the posting period and be selected for the position by the hiring authority.)

The pay rate for an employee who is involuntarily demoted as a result of disciplinary action or unsatisfactory performance will be reduced by a minimum of 10%.

The pay rate resulting from a demotion must fall within the range for the lower level position.

**5.02.06 Setting Pay Rates Resulting from Position Re-classifications.** The pay rate for an employee whose position is reclassified to a higher level will be determined in accordance with paragraph 5.02.04.

The pay rate for an employee whose position is reclassified to a lower pay range may remain the same, if it is determined to be in the best interest of Tom Green County.

The pay rate resulting from a position reclassification must fall within the range for the new classification.

**5.02.07 Setting Pay Rates Resulting from Position Re-grades.** The pay rate for an employee whose position classification is raised to a higher pay range will be determined in accordance with paragraph 5.02.04.

The pay rate for an employee whose position classification is re-graded to a lower pay range may remain the same, if it is determined to be in the best interest of Tom Green County.

The pay rate resulting from a position re-grade must fall within the new range.

**5.02.08 Lateral Transfers.** A lateral transfer is the movement of an employee between positions in the same pay grade. Lateral transfers may be made within the same department or between departments. Employees retain their current pay rate when making a lateral transfer.

**5.02.09 Longevity Pay.** Tom Green County awards lump-sum longevity pay to eligible employees as a means of encouraging continued commitment to the County. To be eligible, employees must have worked full-time for the County for five (5) uninterrupted years or more. Longevity pay will be calculated based on the number of complete months of continuous service. A break in service resets the longevity calculation to zero.

Longevity pay amounts will be calculated for each eligible employee on September 30<sup>th</sup> of each year. Checks will be processed prior to the end of the calendar year. Employees must be employed by TGC at the time longevity checks are actually issued.

Assistant District Attorneys, CSCD, and CRTC employees are not eligible for longevity pay. Elected officials will be included in the longevity pay program beginning FY 2006. Employees serving in grant positions will be provided longevity pay as outlined in this policy, provided there is no break in service. A break in service in a grant position resets the longevity calculation to zero.

Employees deployed on extended active military duty will not receive a longevity check for that year if check is issued during their deployment. Upon reinstatement with TGC, however, the months served on extended active duty will be credited to longevity calculations and they will be eligible for longevity pay.

**5.02.10 Cost of Living Adjustment (COLA) or Other General Adjustments.** During budget deliberations for the coming fiscal year, the Commissioners' Court may consider and authorize a cost of living or other general pay increase for employees. When this is done, employee pay rates are adjusted by the authorized percentage increase, not to exceed the maximum rate of employees' pay ranges.

## **6.00 WORK SCHEDULE, TIME REPORTING, AND PAYROLL**

**6.01 WORK HOURS.** Normal working hours for most county employees are Monday through Friday, 8:00 a.m. to 5:00 p.m. with one hour for lunch, for a total of 40 hours per workweek. Department Heads may, within the limits of State and Federal law, make adjustments to these schedules.

One morning and one afternoon break of 15 minutes each may be authorized by the Department Head. If authorized, this time does not accumulate if not taken. Breaks cannot be used to alter an employee's work hours. Breaks are not required by law.

Law enforcement officers, jailers, and dispatchers work varying shifts in order to provide services 24 hours each day.

The Commissioners' Court encourages offices to remain open from 8:00 a.m. to 5:00 p.m. and during the noon hour to better serve the public. (*Legal reference: U.S. FLSA of 1938, as amended; Garcia v. S.A.M.T.A., U.S. Supreme Court, 1985; U.S. Equal Pay Act of 1963.*)



**6.02 NUMBER OF HOURS WORKED.** The Commissioners' Court determines the number of hours worked by an employee for the compensation to be received subject to laws governing pay and working hours and to the provisions of the county's budget.

**6.03 OFFICIAL WORK PERIOD.** The official work period for many county employees is a seven-day workweek beginning 12:01 a.m. on Saturday and ending 12:00 midnight on the following Friday. Library employees work a seven-day workweek beginning 12:01 a.m. on Sunday and ending 12:00 midnight the following Saturday. The Law Enforcement work period is based on a 28-day schedule.

**6.04 EMERGENCY CLOSINGS.** Short-term emergency closings of Tom Green County offices/departments may arise due to unexpected inclement weather, prolonged power failure, or other emergency situations. In the event that a situation occurs during non-working hours, which would necessitate emergency closings of Tom Green County buildings, local radio and television stations will be asked, by the county judge's order, to broadcast an official closing modification statement. If an official announcement is not made by 7:00 a.m., Tom Green County offices/departments will operate under normal working conditions.

When an emergency closing has been officially declared, employees will receive regular pay for the hours they would have normally worked that day. When an emergency closing is not officially declared, employees who do not report to work will not be paid, unless he or she elects to use vacation leave. Employees who are not entitled to vacation leave will be docked for the work hours missed.

Area school closings do not signify County offices will be closed.

If an early emergency closing is declared during a work day, all employees who are at work will be compensated for their normal work day, regardless of the number of hours actually worked. Employees who are not at work will not be compensated unless prior authorization for absence has been approved by the Department Head or Elected Official.

When a delayed opening of county offices/departments has been declared, employees who report for work at the established time will be compensated for the normal workday regardless of the number of hours worked. Employees who do not report to work will be charged with vacation leave or docked, as appropriate.

Employees who are on prior authorized vacation or sick leave will be charged with the appropriate leave.

**6.05 OVERTIME/COMPENSATORY TIME.** The policy of the County is to allow overtime in cases of emergency, with prior authorization by the Commissioners' Court pursuant to the following procedures:

**6.05.01 Overtime/Compensatory Time For Non-Law Enforcement**

- 1) Overtime/Compensatory Time is only at the Department Head's discretion.
- 2) Department Head shall authorize all overtime/compensatory time.
- 3) Any accrual earned and posted between September 1<sup>st</sup> and August 31<sup>st</sup> will be zeroed out by September 30<sup>th</sup> of each year.
- 4) Department Heads are encouraged to utilize flextime whenever possible during the workweek.
- 5) Effective October 28, 2003 the maximum allowed overtime/compensatory Time is 80 hours per employee.
- 6) Department Heads must absorb the payment of any overtime/compensatory time (employee resignation) within their budget, before starting a new employee, unless prior approval from Commissioners' Court is granted.

- 7) Department Heads will be required to appear before Commissioners' Court to justify the excess if the maximum cap is exceeded.

#### **6.05.02 Overtime/Compensatory Time For Law Enforcement:**

- 1) Overtime/compensatory Time is ONLY at the Department Heads discretion in compliance with state mandates.
- 2) Department Head shall authorize all overtime/compensatory time.
- 3) Department Heads are encouraged to utilize flextime whenever possible during the 28-day work period.
- 4) The maximum allowed overtime/compensatory time is 240 hours per employee.  
Department Heads must absorb the payment of any overtime/compensatory time (employee resignation) within their budget, before starting a new employee, unless prior approval from Commissioners' Court is granted.
- 5) Department Heads shall appear before Commissioners' Court to justify any excess if the maximum cap is exceeded and there are no funds available in the Overtime Line Item in their Department Budget.

The County Commissioners' Court discourages time and one-half payment for overtime.

Upon termination of county employment, the employee will be paid any compensatory time recorded by the County Treasurer.

**6.06 EXEMPTIONS FROM FLSA (OVERTIME COMPENSATION).** Department Heads and other executive, administrative, and professional employees are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and are expected to render necessary and reasonable overtime services with no additional compensation. The salaries of these positions are established with this condition in mind. Some additional county positions are exempt from FLSA because of the close relationship of the position and the elected official for whom the employee works. (*Legal reference: U.S. FLSA of 1938, as amended.*)

Extra hours worked by executive, administrative, and professional employees and elected officials' closest staff members may be used as a factor in granting or denying paid leave other than vacation or sick leave.

Each county job description designates whether persons hired in that classification are exempt from, covered by (nonexempt), or not covered by (political appointee) the overtime provisions of FLSA.

**6.07 HOLIDAYS WORKED.** The county's basic policy is that each regular employee receives a specified number of paid holidays per year, as set forth in these policies. In most instances, if a regular employee is required to work on a scheduled holiday, he or she will be given an alternate day off, preferably within the same workweek or work period

Actual time worked (hours) on a Holiday is given off with same hours worked on a different day. (See "Work During Holidays" section for a more detailed discussion of this policy.) Part-time employees who work at least 20 hours per week and have been employed for 6 months are given Holiday off and paid at normal worked hours on that day

Holiday hours do not count toward overtime hours.

**6.08 LEAVE OR HOLIDAYS TAKEN AND OVERTIME/COMPENSATORY TIME.** If a full-time employee who is subject to the overtime provisions of FLSA is required to work extra hours during a workweek in which

he or she has used sick leave, vacation leave, or any other type of released time (including holiday time off), the employee will be given credit hour-for-hour. Non-Law enforcement employees will not be charged leave or Holiday time if time worked during the week equals or exceeds 40 hours. Law Enforcement will not be charged leave or Holiday time if time worked during the 28-day schedule equals or exceeds 171 hours. *(Legal reference: U.S. FLSA of 1938, as amended.)*

**6.09 TIME REPORTING.** The County provides "Time Clock" software. Employees will sign the computer-generated time sheet after verifying all hours are recorded (i.e. leave, school, holidays, etc.) Time sheets will be submitted monthly for non-law enforcement employees and every 28 days for law enforcement employees to the County Treasurer. Employee time records must be signed by the employee and by the department head.

Department Heads are responsible for ensuring that all hours worked and leave time taken by each employee is reported on the time sheets sent to the County Treasurer for payroll purposes.

## **~~5.00~~ 6.10 PAYROLL**

**~~5.01~~ 6.10.01 PAY.** Salaries are set each year by the Commissioners' Court and adopted in the County operating budget. The Commissioners' Court also establishes rules governing salary administration and pay increases. *(Legal reference: V.T.C.A., Local Government Code, Chapter 152.)*

**~~5.02~~ 6.10.02 PAYDAYS.** Are scheduled by the County Treasurer and approved annually by the Commissioners' Court.

**~~5.03~~ 6.10.03 PAYROLL DEDUCTIONS.** Any deductions must be approved and authorized by the Commissioners' Court. Deductions will be made from each employee's pay for the following:

- 1) Federal Social Security and Medicare;**
- 2) Federal Income Taxes;**
- 3) Court-ordered child support;**
- 4) Texas County and District Retirement System contributions for eligible employees (see TCDRS Handbook); and**
- 5) Any other deductions required by law.**

In accordance with policies and general procedures approved by the Commissioners' Court, deductions from an employee's pay may be authorized by the employee for:

- 1) The portion not paid by the county of group health/medical or dental premiums for the employee or dependents.**
- 2) Supplemental deferred compensation;**
- 3) U.S. Savings Bonds; and**
- 4) Such other deductions as may be authorized by the Commissioners' Court and in compliance with LGC 155.001**

**If there is a change in the employee's family status, address, or other factor affecting his or her payroll withholding or benefits status, the EMPLOYEE is responsible for obtaining, completing, and returning to the County Treasurer the appropriate forms for communicating these changes.**

- 5.13     6.10.04 **APPROVING AUTHORITY.** The Commissioners' Court is the approving authority for all payrolls and payroll transfers granted under the terms of (1) these policies, (2) ~~the step and grade pay employee compensation plans~~, and (3) the annual budget.

**Commissioner Hoelscher seconded the motion. The motion passed 5-0.**

- 12. Commissioner Floyd moved to increase the RV hookup fee from \$13.00 to \$20.00 per night in all Tom Green County owned parks, with an effective date of November 1, 2006. Commissioner Easingwood seconded the motion. The motion passed 5-0.**

- 13. & 14. Judge Brown moved to approve the Notice of Sub-recipient Award for the 2006 Homeland Security Grant Program (HSGP) and authorize the Judge to sign the necessary paper work. The Court is approving the election of use for funding to be used for Statewide Local Projects as designated by the Governor are (1) Texas Data Exchange System (TDEx) and (2) LIVE SCAN integrated electronic identification program with the balance going for radio upgrades that are level 4 compatible. Commissioner Easingwood seconded the motion. The motion passed 5-0. (Recorded with these minutes.)**

- 15. Judge Brown moved to adopt the Proclamation, Proclaiming November 2006 as Home Care Month in Texas. Commissioner Floyd seconded the motion. The motion passed 5-0. (Recorded with these minutes.)**

- 16. There were no Committee Reports for the Library/former Hemphill Wells Building.**

- 17. Judge Brown moved to change the wording in the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations Section 2.02 I. to read: "For recording purposes, a minimum of 2 (two) Mylar copies of the approved plat shall be furnished to the office of the County Clerk and one paper copy (Mylar copy optional). One Mylar copy shall be filed in the County Clerk's plat records and one Mylar will be retained by the Tom Green County Appraisal District. The paper copy (or optional mylar copy) will be scanned and retained in an electronic media format for archival purposes." Commissioner Easingwood seconded the motion. The motion passed 5-0.**

There were no other issues discussed relating to the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations. There were no line item transfers.

- 18. There were no line item transfers.**

- 19. Future Agenda Items:**

- 1. Tom Green County Housing Finance Corporation**
- 2. Grant works to replace leaking septic tanks.**
- 3. Adoption of Sheriff's security policy**

**20. Announcements:**

1. The Commissioners' Court will be meeting in the County Judge's Courtroom, in the Justice Center, until November 14, while the Courtroom in the Keyes Building is being remodeled.
2. Commissioner Bookter will be on KLST's "Top of the Morning" October 25<sup>th</sup>, 2006.

**21. Judge Brown Adjourned the meeting at 10:05 A.M.**

As per HB 2931, Section 4:

**I, Elizabeth McGill, County Clerk of Tom Green County, Texas do hereby attest that this is an accurate accounting of the proceedings of the Commissioners' Court Meeting that met in Regular Session on October 24<sup>th</sup>, 2006.**

**I hereby set my hand and seal to this record October 24<sup>th</sup>, 2006.**

---

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

4B

## Treasurers' Accounts Payable Report

Period of October 16 & October 18, 2006 - October 24, 2006

Hand delivered Date: 10/20/06 Time: 11:30 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 and Treasurer's review. 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

95 - Operating Account for Detention Construction Funds  
 BOND- Property Tax Budget Bond Issues Operating Account  
 CE - Operating Account-Cafeteria Plan Trust-Employee Deductions  
 CSCD- State Budget CSCD General Operating Account

FORT- Operating Account for Sheriff and DA Forfeiture Funds  
 JUV- State Budget Juvenile Operating Account  
 OPER -- County Budget General Operating Account  
 PC- Clearing account- Paychecks – Benefits-Deductions

\$605,783.08 All Bank Accounts- Refer to Last Page

\$123,677.53 Payroll-Employee Paychecks Oct 16, 2006 Longevity Pay

Payroll-Employee or Election Paychecks

\$102.00 Jury Checks 10/16/2006

Voids-Month of

Miscellaneous

\$729,562.61 Grand Total

Submitted by

Dianna Spieker  
 Dianna Spieker, County Treasurer

Prepared by

Gloria Mata  
 Deputy Treasurer

Approved in Commissioner's Court on

Mike Brown-County Judge

Ralph Hoelscher-Comm. Pct #1

Ralph Hoelscher

Karl Bookter-Comm. Pct #2

Steve Floyd-Comm. Pct #3

Richard Easingwood-Comm. Pct #4

Richard Easingwood

4D

STATE OF TEXAS  
COUNTIES OF  
CONCHO, RUNNELS,  
and TOM GREEN

119<sup>th</sup> JUDICIAL DISTRICT  
COURT

**ORDER SETTING SALARY OF 119<sup>TH</sup> DISTRICT**  
**COURT REPORTER**  
**FOR FISCAL YEAR 2006 TO 2007**

In accordance with Government Code Section 52.051 and Local Government Code Section 152.905, the salary of Martin A. Johnson as Official Court Reporter of this Court is set at \$55,725.40 per year effective October 1, 2006. The salary shall be paid monthly by the three counties comprising the 119<sup>th</sup> Judicial District of Texas and shall be prorated according to population as follows.

COUNTY	PERCENTAGE	ANNUAL SALARY	MONTHLY AMOUNT
Tom Green County	79.344%	\$44,214.76	\$3,684.56
Runnels	18.203%	\$10,143.70	\$845.31
Concho	<u>2.453%</u>	<u>\$1,366.94</u>	<u>\$113.91</u>
Total	100%	\$55,725.40	\$4,643.78

This Order shall be entered on the Minutes of this Court in each County of this District and a copy furnished to the Commissioners Court of each County of this District.

This Order shall remain in effect until further Order of this Court.

September 26, 2006

DATE SIGNED

Ben Woodward

BEN WOODWARD  
Judge Presiding


San Angelo Landfill Usage Report

FY 06

CITIZEN USE OF SAN ANGELO LANDFILL FREE ONCE PER MONTH  
COMPARED TO OPERATING COUNTY COLLECTION SITES

MONTH	DATE		Patrons	COST	R&B 1/3	R&B 2/4	PARKS	FY 06	FY 05	FY 04 COSTS	GAIN / LOSS	
	REC'D										FY06 - FY05	
OCT	11/2	156		\$1,812.41	\$50.34	\$77.26		\$1,940.01	\$2,012.88	\$2,609.00	(\$72.87)	OCT
NOV	12/2	209		\$2,024.82	\$52.37	\$80.36		\$2,157.55	\$1,411.24	\$2,237.89	\$746.31	NOV
DEC	1/2	154		\$1,602.27	\$52.41	\$80.43		\$1,735.11	\$1,802.47	\$3,048.80	(\$67.36)	DEC
JAN	2/2	103		\$1,215.45	\$52.43	\$80.47		\$1,348.35	\$1,624.86	\$2,065.39	(\$276.51)	JAN
FEB	2/15	120		\$1,322.68								
	2/28	97		\$1,022.70	\$52.46	\$80.51	\$141.48	\$2,619.83	\$1,500.13	\$2,431.27	\$1,119.70	FEB
MAR	4/2	259		\$2,935.60	\$52.65	\$80.88	\$186.64	\$3,255.77	\$2,239.04	\$2,498.98	\$1,016.73	MAR
APR	4/24	129		\$1,543.70	\$52.41	\$81.26		\$1,677.37	\$3,045.10	\$2,085.93	(\$1,367.73)	APR
MAY	5/2	87		\$1,091.20	\$53.09	\$81.47	\$117.90					
	5/19	121		\$1,435.77				\$2,779.43	\$1,893.17	\$3,213.79	\$886.26	MAY
JUNE	6/9	116		\$1,364.65	\$53.42	\$81.98	\$94.32					
	6/20	95		\$1,041.27				\$2,635.64	\$2,767.19	\$2,327.26	(\$131.55)	JUNE
JULY	7/2	102		\$1,214.03	\$53.47	\$82.06	\$47.16					
	7/24	147		\$1,465.20			\$120.50	\$2,982.42	\$2,445.09	\$1,992.49	\$537.33	JULY
AUG	8/2	110		\$1,161.85	\$53.57	\$82.21	\$59.16					
	8/22	91		\$1,077.54			\$47.16	\$2,481.49	\$2,739.08	\$1,598.93	-\$257.59	AUGUST
SEPT	9/1	105		\$1,545.26	\$53.76	\$82.50	\$23.58					
	9/19	86		\$1,111.61			\$47.16					
	10/2	75		\$749.09			\$23.08	\$3,636.04	\$2,784.52		\$851.52	SEPT
								\$29,249.01	\$26,264.77	\$26,109.73	\$2,984.24	
								FY06	FY 05	FY 04	GAIN / LOSS	2006



Your Touchstone Energy<sup>®</sup> Partner 



## CONCHO VALLEY ELECTRIC COOPERATIVE, INC.

Office: (325) 655-6957  
Fax: (325) 655-6950  
www.cvec.coop

2530 Pulliam Street  
P.O. Box 3388  
San Angelo, Texas 76902

September 27, 2006

Mr. Karl Bookter  
County Commissioner  
Precinct 2  
Tom Green County  
113 W. Beauregard Ave.  
San Angelo, Tx 76901

Re: Placement of a power line within the right-of-way of Walling Pecan Road.

Please accept this letter as notice of Concho Valley Electric Cooperative's intent to place a single pole power line along the south right-of-way of Walling Pecan Road for approximately 6160 feet from Highway 277 South to new Stonewall Reserve Subdivision. This power line is being built to provide electric service to a new 33 tract subdivision being put in by Bruce Hitt. Attached is a sketch of where proposed line is to be built.

I thank you for the courts cooperation and consideration on matters such as these. Please call if there are any problems.

Sincerely,

*Alton Cantrell*

Alton Cantrell  
Staking Supervisor

AC: lc

Phase \_\_\_\_\_  
Line Segment \_\_\_\_\_  
Director's Dist. \_\_\_\_\_  
Metering Point \_\_\_\_\_  
Ref. Code \_\_\_\_\_

	3004	
	6160	

## STAKING SHEET

System Designation - TEXAS 114 TOM GREEN

County \_\_\_\_\_  
Sub. Div. \_\_\_\_\_ Blk. \_\_\_\_\_ Lot \_\_\_\_\_  
Map Reference \_\_\_\_\_

Work Order No. \_\_\_\_\_  
Retirement W.O. No. \_\_\_\_\_  
Sheet No. \_\_\_\_\_ of \_\_\_\_\_

### ENGINEER

Staked DCJMAC 9-26-2006  
Checked \_\_\_\_\_  
Released for Const. \_\_\_\_\_

### SKETCH OF WORK

Pri. Wire: Size Kind Ruling Span

POLE NO.	PRI. (BACK) SPAN	POLES H & C		PRI. UNIT	LINE ANGLE	TRANS. G	GR. "M2"	GUY			ANCHOR "F"	SECONDARY SPAN		SERVICE UNIT		SEC. OR SER. WIRE SIZE	METER		MISC. & REMARKS
		MISC.	MISC.					NO.	UNIT "E"	LEAD		UNDER BUILD	SEC. ONLY	NO.	J-K	SPAN	NO.	K	
EX		40-4		C2	A5-2	M5-9+0CR	M2-1		F1-2		F1-2								
RTIRK		40-4		C2	A5-2	M5-9+0CR	M2-1		F1-2										
ADD		45-3		VC2	VC7 VAF-2	M5-9+0CR	VM2-11		F1-2				F3-10						
ADD 1	85	40-4		VC7	VC7-A		VM2-12	2	F1-3	2	F1-3T		F3-10						STONEWALL RESERVE
ADD 2	325	35-5		VC1			VM2-12												
3	325	35-5		VC1			VM2-12												
4	325	35-5		VC1			VM2-12												
5	325	35-5		VC1			VM2-12												
6	325	35-5		VC1			VM2-12												
7	325	35-5		VC1			VM2-12												
8	325	35-5		VC1			VM2-12												
9	325	35-5		VC1			VM2-12												
10	325	35-5		VC1			VM2-12												
11	225	35-5		VC1			VM2-12												
12	325	35-5		VC1			VM2-12												
13	325	35-5		VC1			VM2-12												
14	325	35-5		VC1			VM2-12												
15	325	35-5		VC1			VM2-12												
16	325	35-5		VC1			VM2-12												
17	325	35-5		VC1			VM2-12												
18	325	35-5		VC1			VM2-12												
19	325	40-4		VC1	UC1		VM2-11												

### CLASS & RATE:

	FEET	NO. OF WIRES	POLE LINE FEET	CONDUCTOR FEET		
				COVR'D NO.	BARE WIRE NO. 1/2" NO. 4/2"	
PRIMARY LINE	6160	3	6160		18480	
PRIMARY LINE	6160	1	—			6160
SEC. BARE						
SEC. COVERED						
UNDERBUILD						
SERVICE DROP						
TOTAL						

---

As per 51.002 (a) A sale of real property under a power of sale conferred by a deed of trust or other contract lien must be a public sale at auction held between 10 a.m. and 4 p.m. of the first Tuesday of a month. Except as provided by Subsection (h), the sale must take place at the county courthouse in the county in which the land is located, or if the property is located in more than one county, the sale may be made at the courthouse in any county in which the property is located. The commissioners court shall designate the area at the courthouse where the sales are to take place and shall record the designation in the real property records of the county. The sale must occur in the designated area. If no area is designated by the commissioners court, the notice of sale must designate the area where the sale covered by that notice is to take place, and the sale must occur in that area. The Court approved removal of the lobby area of the Tom Green County Courthouse to designate the Tom Green County Courthouse with the area of the sale to be designated within the notice.

**Resolution**

**Be it resolved that the Tom Green County Courthouse is designated for holding of Trustee Sales, with the area to be specified in the notice.**

**When the Courthouse is closed the place of the sale will be on the Courthouse steps by the front door.**

**Passed and accepted this 24<sup>th</sup> day of October, 2006.**



**Michael D. Brown  
Tom Green County Judge**

41



Dianna Spieker, CIO, CCT  
Tom Green County Treasurer

FY 06 Monthly Report  
September-2006

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

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

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

*Special reports are included itemizing contributions; monthly yield; and portfolio holdings pertaining to the "Beacon of the Future" fund. For county purposes, all contributions are hereby accepted {LGC 81.032 }*

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

Filed with accompanying vouchers this the 24th day of October 2006.

Dianna Spieker 10-6-06  
Dianna Spieker, Treasurer, Tom Green County / Date

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

Nathan Craddock 10/6/06  
Nathan Craddock, Auditor, Tom Green County / Date

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

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

Mike Brown  
Mike Brown, County Judge / Date

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

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

Steve Floyd  
Steve Floyd, Comm. Pct. #3 / Date

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

---

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

Section 1- Cash Flow      Page 2

Section 2 – Investments      Page 24

---

## *Treasurer's Monthly Report*

*Prepared by Dianna Spieker, Tom Green County Treasurer*

### **Section 1- Cash Flow**

Cash Disbursement vs. Revenue Report Page 4

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

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

Wells Fargo Bank Collateral Page 14

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

Bond Indebtedness Page 21

Interest & Bank Service Charge Page 22

Sample Bank Reconciliation (OPER) Page 23

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
GENERAL FUND				
001-000-1010 - CASH	\$ 254,840.32	\$ 2,391,151.99	\$ 2,565,267.61	\$ 80,724.70
001-000-1512 - SECURITIES	0.00			0.00
001-000-1515 - MBIA	3,710,871.29	21,203.14	1,250,000.00	2,482,074.43
001-000-1516 - FUNDS MANAGEMENT	4,940,364.27	21,335.81		4,961,700.08
Total GENERAL FUND	\$ 8,906,075.88	\$ 2,433,690.94	\$ 3,815,267.61	\$ 7,524,499.21
ROAD & BRIDGE PRECINCT 1 & 3				
005-000-1010 - CASH	\$ 31,061.00	\$ 197,726.12	\$ 146,789.02	\$ 81,998.10
005-000-1515 - MBIA	353,176.02	21,852.44	153,500.00	221,528.46
005-000-1516 - FUNDS MANAGEMENT	0.00			0.00
Total ROAD & BRIDGE PRECINCT 1 & 3	\$ 384,237.02	\$ 219,578.56	\$ 300,289.02	\$ 303,526.56
ROAD & BRIDGE PRECINCT 2 & 4				
006-000-1010 - CASH	\$ 54,552.66	\$ 220,391.20	\$ 192,513.70	\$ 82,430.16
006-000-1515 - MBIA	399,513.42	32,185.70	176,000.00	255,699.12
Total ROAD & BRIDGE PRECINCT 2 & 4	\$ 454,066.08	\$ 252,576.90	\$ 368,513.70	\$ 338,129.28
CAFETERIA PLAN TRUST				
009-000-1010 - CASH	\$ 5,494.96	\$ 5,935.34	\$ 5,654.19	\$ 5,776.11
Total CAFETERIA PLAN TRUST	\$ 5,494.96	\$ 5,935.34	\$ 5,654.19	\$ 5,776.11
COUNTY LAW LIBRARY				
010-000-1010 - CASH	\$ 712.71	\$ 8,410.48	\$ 7,963.69	\$ 1,159.50
010-000-1515 - MBIA	14,476.71	49.01	1,900.00	12,625.72
010-000-1516 - FUNDS MANAGEMENT	66,500.41	287.22		66,787.63
Total COUNTY LAW LIBRARY	\$ 81,689.83	\$ 8,746.71	\$ 9,863.69	\$ 80,572.85
CAFETERIA/ZP				
011-000-1010 - CASH	\$ 2,500.00	\$ 3,151.44	\$ 3,151.44	\$ 2,500.00
Total CAFETERIA/ZP	\$ 2,500.00	\$ 3,151.44	\$ 3,151.44	\$ 2,500.00
JUSTICE COURT TECHNOLOGY FUND				
012-000-1010 - CASH	\$ 1,005.81	\$ 3,052.23	\$ 3,025.75	\$ 1,032.29
012-000-1515 - MBIA	115,495.52	3,468.30		118,963.82
Total JUSTICE COURT TECHNOLOGY FUND	\$ 116,501.33	\$ 6,520.53	\$ 3,025.75	\$ 119,996.11
LIBRARY/HUGHES SETTLEMENT				
014-000-1010 - CASH	\$ 489.85	\$ 2.62	\$	\$ 492.47
014-000-1515 - MBIA	3,810.32	16.99		3,827.31
014-000-1516 - FUNDS MANAGEMENT	499,996.32	2,159.50		502,155.82
Total LIBRARY/HUGHES SETTLEMENT	\$ 504,296.49	\$ 2,179.11	\$ 0.00	\$ 506,475.60

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
LIBRARY DONATIONS FUND				
015-000-1010 - CASH	\$ 277.78	\$ 1,261.79	\$ 1,442.38	\$ 117.19
015-000-1515 - MBIA	23,118.36	106.37		23,224.73
	-----	-----	-----	-----
Total LIBRARY DONATIONS FUND	\$ 23,396.14	\$ 1,368.16	\$ 1,442.38	\$ 23,341.92
RECORDS MGT DIST CLERK/GC.51.317(C) (2)				
016-000-1010 - CASH	\$ 537.52	\$ 1,185.68	\$ 1,329.85	\$ 393.35
016-000-1515 - MBIA	11,017.91	1,047.17		12,065.08
	-----	-----	-----	-----
Total RECORDS MGT DIST CLERK/GC.51.317(C) (2)	\$ 11,555.43	\$ 2,232.85	\$ 1,329.85	\$ 12,456.43
RECORDS MGMT/DIST CRTS/CO WIDE				
017-000-1010 - COUNTY WIDE - CASH	\$ 110.63	\$ 1,806.16	\$ 1,000.00	\$ 916.79
017-000-1515 - MBIA	3,459.49	1,007.63		4,467.12
	-----	-----	-----	-----
Total RECORDS MGMT/DIST CRTS/CO WIDE	\$ 3,570.12	\$ 2,813.79	\$ 1,000.00	\$ 5,383.91
COURTHOUSE SECURITY				
018-000-1010 - CASH	\$ 1,205.74	\$ 5,467.33	\$ 4,946.91	\$ 1,726.16
018-000-1515 - MBIA	19,625.93	4,571.96		24,197.89
	-----	-----	-----	-----
Total COURTHOUSE SECURITY	\$ 20,831.67	\$ 10,039.29	\$ 4,946.91	\$ 25,924.05
RECORDS MGMT/CO CLK/CO WIDE				
019-000-1010 - CASH	\$ 1,022.50	\$ 2,616.92	\$ 2,500.00	\$ 1,139.42
019-000-1515 - MBIA	113,234.99	2,993.18		116,228.17
	-----	-----	-----	-----
Total RECORDS MGMT/CO CLK/CO WIDE	\$ 114,257.49	\$ 5,610.10	\$ 2,500.00	\$ 117,367.59
LIBRARY MISCELLANEOUS FUND				
020-000-1010 - CASH	\$ 1,339.32	\$ 9,180.08	\$ 8,306.75	\$ 2,212.65
020-000-1515 - MBIA	50,908.36	2,226.96	5,000.00	48,135.32
	-----	-----	-----	-----
Total LIBRARY MISCELLANEOUS FUND	\$ 52,247.68	\$ 11,407.04	\$ 13,306.75	\$ 50,347.97
CIP DONATIONS				
021-000-1010 - CASH	\$ 4,203.17	\$ 22.47	\$ 43.47	\$ 4,182.17
	-----	-----	-----	-----
Total CIP DONATIONS	\$ 4,203.17	\$ 22.47	\$ 43.47	\$ 4,182.17
TGC BATES FUND				
022-000-1010 - CASH	\$ 767.91	\$ 3.48	\$ 126.20	\$ 645.19
022-000-1515 - MBIA	33.08	0.15		33.23
022-000-1516 - FUNDS MANAGEMENT	82,873.31	358.90		83,232.21
	-----	-----	-----	-----
Total TGC BATES FUND	\$ 83,674.30	\$ 362.53	\$ 126.20	\$ 83,910.63
GENERAL LAND PURCHASE FUND				
025-000-1010 - CASH	\$ 125.96	\$ 0.67		\$ 126.63
025-000-1515 - MBIA	10,900.42	48.60		10,949.02



	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
Total GENERAL LAND PURCHASE FUND	\$ 11,026.38	\$ 49.27	\$ 0.00	\$ 11,075.65
RESERVE FOR SPECIAL VENUE TRIALS				
026-000-1010 - CASH	\$ 200,000.00	\$	\$	\$ 200,000.00
Total RESERVE FOR SPECIAL VENUE TRIALS	\$ 200,000.00	\$ 0.00	\$ 0.00	\$ 200,000.00
TEXAS COMMUNITY DEVELOPMENT PROGRAM				
027-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
Total TEXAS COMMUNITY DEVELOPMENT PROGRAM	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
COUNTY CLERK PRESERVATION				
030-000-1010 - CASH	\$ 2,668.29	\$ 10,342.35	\$ 10,500.00	\$ 2,510.64
030-000-1515 - MBIA	55,279.93	10,734.82		66,014.75
Total COUNTY CLERK PRESERVATION	\$ 57,948.22	\$ 21,077.17	\$ 10,500.00	\$ 66,525.39
COUNTY CLERK ARCHIVE				
032-000-1010 - CASH	\$ 1,977.24	\$ 13,147.00	\$ 12,327.94	\$ 2,796.30
032-000-1515 - MBIA	86,732.70	5,382.80	4,500.00	87,615.50
Total COUNTY CLERK ARCHIVE	\$ 88,709.94	\$ 18,529.80	\$ 16,827.94	\$ 90,411.80
CHILD ABUSE PREVENTION FUND				
035-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
Total CHILD ABUSE PREVENTION FUND	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
THIRD COURT OF APPEALS FUND				
036-000-1010 - CASH	\$ 7,105.00	\$ 911.00	\$	\$ 8,016.00
Total THIRD COURT OF APPEALS FUND	\$ 7,105.00	\$ 911.00	\$ 0.00	\$ 8,016.00
JUSTICE COURT SECURITY FUND				
037-000-1010 - CASH	\$ 4,949.64	\$ 673.35	\$	\$ 5,622.99
Total JUSTICE COURT SECURITY FUND	\$ 4,949.64	\$ 673.35	\$ 0.00	\$ 5,622.99
WASTEWATER TREATMENT				
038-000-1010 - CASH	\$ 950.00	\$ 40.00	\$ 240.00	\$ 750.00
Total WASTEWATER TREATMENT	\$ 950.00	\$ 40.00	\$ 240.00	\$ 750.00
COUNTY ATTORNEY FEE ACCOUNT				
045-000-1010 - CASH	\$ 6,512.54	\$ 5,276.77	\$ 4,975.90	\$ 6,813.41
Total COUNTY ATTORNEY FEE ACCOUNT	\$ 6,512.54	\$ 5,276.77	\$ 4,975.90	\$ 6,813.41
JUROR DONATIONS				
047-000-1010 - CASH	\$ 0.00	\$ 47.00	\$ 47.00	\$ 0.00

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
Total JUROR DONATIONS	\$ 0.00	\$ 47.00	\$ 47.00	\$ 0.00
ELECTION CONTRACT SERVICE				
046-000-1010 - CASH	\$ 11,659.06	\$ 3,716.37	\$ 729.87	\$ 14,645.56
Total ELECTION CONTRACT SERVICE	\$ 11,659.06	\$ 3,716.37	\$ 729.87	\$ 14,645.56
JUDICIAL EDUCATION/COUNTY JUDGE				
049-000-1010 - CASH	\$ 1,035.81	\$ 145.08	\$	\$ 1,180.89
Total JUDICIAL EDUCATION/COUNTY JUDGE	\$ 1,035.81	\$ 145.08	\$ 0.00	\$ 1,180.89
51ST DISTRICT ATTORNEY FEE				
050-000-1010 - CASH	\$ 13,489.89	\$ 1,077.57	\$ 576.97	\$ 13,990.49
Total 51ST DISTRICT ATTORNEY FEE	\$ 13,489.89	\$ 1,077.57	\$ 576.97	\$ 13,990.49
LATERAL ROAD FUND				
051-000-1010 - CASH	\$ 409.50	\$ 2.19	\$	\$ 411.69
Total LATERAL ROAD FUND	\$ 409.50	\$ 2.19	\$ 0.00	\$ 411.69
51ST DA SPC FORFEITURE ACCT				
052-000-1010 - CASH	\$ 59,046.25	\$ 252.10	\$ 7,600.51	\$ 51,697.84
Total 51ST DA SPC FORFEITURE ACCT	\$ 59,046.25	\$ 252.10	\$ 7,600.51	\$ 51,697.84
95 CONSTRUCTION/CERT OBLIG SERIES				
053-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
Total 95 CONSTRUCTION/CERT OBLIG SERIES	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
119TH DISTRICT ATTORNEY FEE				
055-000-1010 - CASH	\$ 8,383.80	\$ 835.24	\$ 958.08	\$ 8,260.96
Total 119TH DISTRICT ATTORNEY FEE	\$ 8,383.80	\$ 835.24	\$ 958.08	\$ 8,260.96
STATE FEES/CIVIL				
056-000-1010 - CASH	\$ 4,150.85	\$ 30,563.68	\$ 28,000.00	\$ 6,714.53
056-000-1515 - MBIA	54,400.00	28,000.00		82,400.00
Total STATE FEES/CIVIL	\$ 58,550.85	\$ 58,563.68	\$ 28,000.00	\$ 89,114.53
119TH DA/DPS FORFEITURE ACCT				
057-000-1010 - CASH	\$ 90.60	\$ 0.39	\$	\$ 90.99
Total 119TH DA/DPS FORFEITURE ACCT	\$ 90.60	\$ 0.39	\$ 0.00	\$ 90.99
119TH DA/SPC FORFEITURE ACCT				
058-000-1010 - CASH	\$ 13,674.32	\$ 60.52	\$ 5,553.89	\$ 8,180.95

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
Total 119TH DA/SPC FORFEITURE ACCT	\$ 13,674.32	\$ 60.52	\$ 5,553.89	\$ 8,180.95
PARK DONATIONS FUND				
059-000-1010 - CASH	\$ 58.53	\$ 0.31	\$	\$ 58.84
Total PARK DONATIONS FUND	\$ 58.53	\$ 0.31	\$ 0.00	\$ 58.84
AIC/CHAP PROGRAM				
062-000-1010 - CASH	\$ 45,454.00	\$	\$ 17,541.06	\$ 27,912.94
Total AIC/CHAP PROGRAM	\$ 45,454.00	\$ 0.00	\$ 17,541.06	\$ 27,912.94
TAIP GRANT/CSCD				
063-000-1010 - CASH	\$ 193,926.86	\$ 48,638.00	\$ 23,223.03	\$ 219,341.83
Total TAIP GRANT/CSCD	\$ 193,926.86	\$ 48,638.00	\$ 23,223.03	\$ 219,341.83
DIVERSION TARGET PROGRAM				
064-000-1010 - CASH	\$ 6,587.88	\$ 23,710.00	\$ 8,489.86	\$ 21,808.02
Total DIVERSION TARGET PROGRAM	\$ 6,587.88	\$ 23,710.00	\$ 8,489.86	\$ 21,808.02
COMMUNITY SUPERVISION & CORRECTIONS				
065-000-1010 - CASH	\$ 176,634.13	\$ 445,754.25	\$ 332,070.69	\$ 290,317.69
Total COMMUNITY SUPERVISION & CORRECTIONS	\$ 176,634.13	\$ 445,754.25	\$ 332,070.69	\$ 290,317.69
COURT RESIDENTIAL TREATMENT				
066-000-1010 - CASH	\$ 142,789.88	\$ 276,227.58	\$ 101,664.61	\$ 317,352.85
Total COURT RESIDENTIAL TREATMENT	\$ 142,789.88	\$ 276,227.58	\$ 101,664.61	\$ 317,352.85
COMMUNITY CORRECTIONS PROGRAM				
067-000-1010 - CASH	\$ 11,575.27	\$ 78,557.64	\$ 49,561.49	\$ 40,571.42
Total COMMUNITY CORRECTIONS PROGRAM	\$ 11,575.27	\$ 78,557.64	\$ 49,561.49	\$ 40,571.42
SUBSTANCE ABUSE CASELOADS				
069-000-1010 - CASH	\$ 193.32	\$ 17,092.00	\$ 6,839.50	\$ 10,445.82
Total SUBSTANCE ABUSE CASELOADS	\$ 193.32	\$ 17,092.00	\$ 6,839.50	\$ 10,445.82
STATE & MUNICIPAL FEES				
071-000-1010 - CASH	\$ 3,687.65	\$ 11,535.13	\$ 12,244.54	\$ 2,978.24
071-000-1515 - MBIA	11,368.19	2,000.00	1,500.00	11,868.19
Total STATE & MUNICIPAL FEES	\$ 15,055.84	\$ 13,535.13	\$ 13,744.54	\$ 14,846.43
STATE FEES/CRIMINAL				
072-000-1010 - CASH	\$ 12,109.64	\$ 86,506.18	\$ 75,340.79	\$ 23,275.03
072-000-1515 - MBIA	178,506.09	75,000.00		253,506.09

Page 6

9

Tom Green Auditor

BUDGETARY ACCOUNTING MODULE  
Combined Statement of Receipts and Disbursements - All Funds  
For Transactions September 01, 2006 - September 30, 2006

08:48:06 06 OCT 2006

The Software Group, Inc.

Page 7

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
Total LEOSE TRAINING FUND	\$ 11,802.99	\$ 434.38	\$ 367.09	\$ 11,870.28
CHILD RESTRAINT STATE FEE FUND				
098-000-1010 - CASH	\$ 8,346.69	\$ 692.00		\$ 9,038.69
Total CHILD RESTRAINT STATE FEE FUND	\$ 8,346.69	\$ 692.00	\$ 0.00	\$ 9,038.69
98 I&S/CERT OBLIG SERIES				
099-000-1010 - CASH	\$ 26,571.46	\$ 10,281.43		\$ 36,852.89
099-000-1516 - FUNDS MANAGEMENT	168,906.44	729.46		169,635.90
Total 98 I&S/CERT OBLIG SERIES	\$ 195,477.90	\$ 11,010.89	\$ 0.00	\$ 206,488.79
COUNTY ATTORNEY LEOSE TRAINING FUND				
100-000-1010 - CASH	\$ 846.00	\$ 4.52		\$ 850.52
Total COUNTY ATTORNEY LEOSE TRAINING FUND	\$ 846.00	\$ 4.52	\$ 0.00	\$ 850.52
CONSTABLE PRCT 1 LEOSE TRAINING FUND				
102-000-1010 - CASH	\$ 1,526.87	\$ 8.16		\$ 1,535.03
Total CONSTABLE PRCT 1 LEOSE TRAINING FUND	\$ 1,526.87	\$ 8.16	\$ 0.00	\$ 1,535.03
CONSTABLE PRCT 2 LEOSE TRAINING FUND				
103-000-1010 - CASH	\$ 1,965.48	\$ 10.51		\$ 1,975.99
Total CONSTABLE PRCT 2 LEOSE TRAINING FUND	\$ 1,965.48	\$ 10.51	\$ 0.00	\$ 1,975.99
CONSTABLE PRCT 3 LEOSE TRAINING FUND				
104-000-1010 - CASH	\$ 2,252.42	\$ 12.04	\$ 25.00	\$ 2,239.46
Total CONSTABLE PRCT 3 LEOSE TRAINING FUND	\$ 2,252.42	\$ 12.04	\$ 25.00	\$ 2,239.46
CONSTABLE PRCT 4 LEOSE TRAINING FUND				
105-000-1010 - CASH	\$ 2,743.10	\$ 14.66	\$ 50.00	\$ 2,707.76
Total CONSTABLE PRCT 4 LEOSE TRAINING FUND	\$ 2,743.10	\$ 14.66	\$ 50.00	\$ 2,707.76
ADMIN FEE FUND/CCP 102.072				
106-000-1010 - CASH	\$ 1,824.95	\$ 1,537.59	\$ 2,012.87	\$ 1,349.67
106-000-1515 - MBIA	80,829.79	2,340.94		83,170.73
Total ADMIN FEE FUND/CCP 102.072	\$ 82,654.74	\$ 3,878.53	\$ 2,012.87	\$ 84,520.40
AFTERCARE SPECIALIZED CASELOADS				
107-000-1010 - CASH	\$ 3,001.03	\$ 9,281.00	\$ 2,925.84	\$ 9,356.19
Total AFTERCARE SPECIALIZED CASELOADS	\$ 3,001.03	\$ 9,281.00	\$ 2,925.84	\$ 9,356.19
CASELOAD REDUCTION PROGRAM				
108-000-1010 - CASH	\$ 14,836.28	\$ 18,922.00	\$ 5,191.70	\$ 28,566.58

Tom Green Auditor

BUDGETARY ACCOUNTING MODULE  
Combined Statement of Receipts and Disbursements - All Funds  
For Transactions September 01, 2006 - September 30, 2006

09:48:06 06 OCT 2006

The Software Group, Inc.

Page 8

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
Total CASELOAD REDUCTION PROGRAM	\$ 14,836.28	\$ 18,922.00	\$ 5,191.70	\$ 28,566.58
TCOMI				
105-000-1010 - CASH	\$ 855.65	\$ 23,590.00	\$ 9,034.48	\$ 15,411.17
Total TCOMI	\$ 855.65	\$ 23,590.00	\$ 9,034.48	\$ 15,411.17
JUVENILE DEFERRED PROCESSING FEES				
110-000-1010 - CASH	\$ 18,078.56	\$ 740.00	\$ 370.00	\$ 18,448.56
Total JUVENILE DEFERRED PROCESSING FEES	\$ 18,078.56	\$ 740.00	\$ 370.00	\$ 18,448.56
COUNTY JUDGE EXCESS CONTRIBUTIONS 25.0016				
111-000-1010 - CASH	\$ 1,031.48	\$ 3,723.19	\$ 749.49	\$ 4,005.18
Total COUNTY JUDGE EXCESS CONTRIBUTIONS 25.0016	\$ 1,031.48	\$ 3,723.19	\$ 749.49	\$ 4,005.18
PASS THRU GRANTS				
113-000-1010 - CASH	\$ 154.71	\$ 0.83		\$ 155.54
Total PASS THRU GRANTS	\$ 154.71	\$ 0.83	\$ 0.00	\$ 155.54
CHILD SAFETY FEE TRANSPORTATION CODE 502.173				
114-000-1010 - CASH	\$ 25,564.25	\$ 1,901.75		\$ 27,466.00
Total CHILD SAFETY FEE TRANSPORTATION CODE 502.173	\$ 25,564.25	\$ 1,901.75	\$ 0.00	\$ 27,466.00
CRTC FEMALE FACILITY PGM #003				
116-000-1010 - CASH	\$ 599,529.62	\$ 349,058.39	\$ 118,231.37	\$ 830,356.64
Total CRTC FEMALE FACILITY PGM #003	\$ 599,529.62	\$ 349,058.39	\$ 118,231.37	\$ 830,356.64
LONESTAR LIBRARY GRANT				
201-000-1010 - CASH	\$ 742.80	\$ 7.54	\$ 164.83	\$ 585.51
Total LONESTAR LIBRARY GRANT	\$ 742.80	\$ 7.54	\$ 164.83	\$ 585.51
TROLLINGER FUND				
202-000-1010 - CASH	\$ 8,511.11	\$ 699.55	\$ 8,298.78	\$ 911.88
202-000-1515 - MBIA	416,884.55	9,858.51		426,743.06
Total TROLLINGER FUND	\$ 425,395.66	\$ 10,558.06	\$ 8,298.78	\$ 427,654.94
BRARY EXPANSION				
203-000-1010 - CASH	\$ 432.39	\$ 502.43		\$ 934.82
203-000-1515 - MBIA	1,257.68	5.61		1,263.29
Total LIBRARY EXPANSION	\$ 1,690.07	\$ 508.04	\$ 0.00	\$ 2,198.11
COURTHOUSE LANDSCAPING				
301-000-1010 - CASH	\$ 16.17	\$ 0.09		\$ 16.26

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
Total COURTHOUSE LANDSCAPING	\$ 16.17	\$ 0.09	\$ 0.00	\$ 16.26
SHERIFF FORFEITURE FUND				
401-000-1010 - CASH	\$ 22,180.58	\$ 91.01	\$ 3,468.00	\$ 18,803.59
Total SHERIFF FORFEITURE FUND	\$ 22,180.58	\$ 91.01	\$ 3,468.00	\$ 18,803.59
STATE AID/REGIONAL				
500-000-1010 - CASH	\$ 2,182.57	\$ 10,915.06	\$ 5,480.13	\$ 7,617.50
Total STATE AID/REGIONAL	\$ 2,182.57	\$ 10,915.06	\$ 5,480.13	\$ 7,617.50
SALARY ADJUSTMENT/REGIONAL				
501-000-1010 - CASH	\$ 67.61	\$ 950.00	\$ 451.86	\$ 565.75
Total SALARY ADJUSTMENT/REGIONAL	\$ 67.61	\$ 950.00	\$ 451.86	\$ 565.75
COMMUNITY CORRECTIONS/REGIONAL_STATE FUNDS				
502-000-1010 - CASH	\$ 1,835.56	\$ 10,125.00	\$ 4,311.81	\$ 7,648.75
Total COMMUNITY CORRECTIONS/REGIONAL_STATE FUNDS	\$ 1,835.56	\$ 10,125.00	\$ 4,311.81	\$ 7,648.75
COMMUNITY CORRECTIONS/REGIONAL				
503-000-1010 - CASH	\$ 37,905.95	\$	\$ 943.39	\$ 36,962.56
Total COMMUNITY CORRECTIONS/REGIONAL	\$ 37,905.95	\$ 0.00	\$ 943.39	\$ 36,962.56
IV_E PROGRAM/REGIONAL				
504-000-1010 - CASH	\$ 110,219.33	\$ 3,903.70	\$	\$ 114,123.03
Total IV_E PROGRAM/REGIONAL	\$ 110,219.33	\$ 3,903.70	\$ 0.00	\$ 114,123.03
PROGRESSIVE SANCTIONS JPO/REGIONAL				
506-000-1010 - CASH	\$ -104.29	\$ 4,595.00	\$ 2,453.55	\$ 2,037.16
Total PROGRESSIVE SANCTIONS JPO/REGIONAL	\$ -104.29	\$ 4,595.00	\$ 2,453.55	\$ 2,037.16
PROGRESSIVE SANCTIONS LEVELS 123/REGIONAL				
507-000-1010 - CASH	\$ 0.00	\$ 3,151.00	\$	\$ 3,151.00
Total PROGRESSIVE SANCTIONS LEVELS 123/REGIONAL	\$ 0.00	\$ 3,151.00	\$ 0.00	\$ 3,151.00
TEXAS YOUTH COMMISSION/REGIONAL				
508-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
Total TEXAS YOUTH COMMISSION/REGIONAL	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
PY INT FUNDS/REGIONAL JUV PROB				
509-000-1010 - CASH	\$ 15,223.40	\$	\$	\$ 15,223.40

m Green Auditor  
e Software Group, Inc.

BUDGETARY ACCOUNTING MODULE  
Combined Statement of Receipts and Disbursements - All Funds  
For Transactions September 01, 2006 - September 30, 2006

08:48:06 06 OCT 2006

Page 10

	Prev Mo Balance	Receipts	Disbursements	Closing Balance
Total FY INT FUNDS/REGIONAL JUV PROB	\$ 15,223.40	\$ 0.00	\$ 0.00	\$ 15,223.40
AYUDAR DONATIONS				
580-000-1010 - CASH	\$ 797.59	\$	\$	\$ 797.59
Total AYUDAR DONATIONS	\$ 797.59	\$ 0.00	\$ 0.00	\$ 797.59
TEXAS YOUTH COMMISSION				
582-000-1010 - CASH	\$ 102,570.57	\$	\$ 735.39	\$ 102,835.18
Total TEXAS YOUTH COMMISSION	\$ 102,570.57	\$ 0.00	\$ 735.39	\$ 102,835.18
IV_E PROGRAM				
583-000-1010 - CASH	\$ 829,809.03	\$ 129,813.14	\$ 71,952.41	\$ 887,669.76
Total IV_E PROGRAM	\$ 829,809.03	\$ 129,813.14	\$ 71,952.41	\$ 887,669.76
POST ADJUDICATION FACILITY				
584-000-1010 - CASH	\$ 13,174.47	\$	\$	\$ 13,174.47
Total POST ADJUDICATION FACILITY	\$ 13,174.47	\$ 0.00	\$ 0.00	\$ 13,174.47
AYUDAR/SUBSTANCE ABUSE PROGRAM				
585-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
Total AYUDAR/SUBSTANCE ABUSE PROGRAM	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
STATE AID				
586-000-1010 - CASH	\$ 6,519.23	\$ 17,176.70	\$ 7,929.25	\$ 15,766.68
Total STATE AID	\$ 6,519.23	\$ 17,176.70	\$ 7,929.25	\$ 15,766.68
COMMUNITY CORRECTIONS				
587-000-1010 - CASH	\$ 65,276.27	\$ 53,453.90	\$ 34,544.56	\$ 84,185.61
Total COMMUNITY CORRECTIONS	\$ 65,276.27	\$ 53,453.90	\$ 34,544.56	\$ 84,185.61
SALARY ADJUSTMENT				
588-000-1010 - CASH	\$ 14,518.34	\$ 15,675.00	\$ 6,715.38	\$ 23,477.96
Total SALARY ADJUSTMENT	\$ 14,518.34	\$ 15,675.00	\$ 6,715.38	\$ 23,477.96
FAMILY PRESERVATION				
589-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
Total FAMILY PRESERVATION	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
JUVENILE LOCAL INTEREST FUND				
590-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00



	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
Total JUVENILE LOCAL INTEREST FUND	\$            0.00	\$            0.00	\$            0.00	\$            0.00
PROGRESSIVE SANCTIONS LEVELS 123				
591-000-1010 - CASH	\$            878.20	\$        5,509.00	\$        2,715.29	\$        3,671.91
Total PROGRESSIVE SANCTIONS LEVELS 123	\$            878.20	\$        5,509.00	\$        2,715.29	\$        3,671.91
PROGRESSIVE SANCTIONS JPO				
592-000-1010 - CASH	\$            1,713.82	\$        24,059.42	\$        15,722.00	\$        10,051.24
Total PROGRESSIVE SANCTIONS JPO	\$            1,713.82	\$        24,059.42	\$        15,722.00	\$        10,051.24
PROGRESSIVE SANCTIONS ISJPO				
593-000-1010 - CASH	\$            -306.96	\$        4,723.96	\$        2,377.46	\$        2,039.54
Total PROGRESSIVE SANCTIONS ISJPO	\$            -306.96	\$        4,723.96	\$        2,377.46	\$        2,039.54
PY INT FUNDS/JUV PROB				
599-000-1010 - CASH	\$            69,884.83	\$	\$            784.00	\$        69,100.83
Total PY INT FUNDS/JUV PROB	\$            69,884.83	\$            0.00	\$            784.00	\$        69,100.83
REIMB FOR MANDATED FUNDING				
600-000-1010 - CASH	\$            97,158.53	\$            1,225.81	\$        12,080.00	\$        86,304.34
Total REIMB FOR MANDATED FUNDING	\$            97,158.53	\$            1,225.81	\$        12,080.00	\$        86,304.34
DISTRICT ATTY GRANTS				
613-000-1010 - CASH	\$           -14,729.80	\$            12,194.75	\$        22,026.20	\$       -24,561.25
Total DISTRICT ATTY GRANTS	\$           -14,729.80	\$            12,194.75	\$        22,026.20	\$       -24,561.25
COUNTY ATTY GRANTS				
625-000-1010 - CASH	\$            8,868.72	\$	\$            7,904.63	\$            964.09
Total COUNTY ATTY GRANTS	\$            8,868.72	\$            0.00	\$            7,904.63	\$            964.09
CONSTABLE GRANTS				
650-000-1010 - CASH	\$            24,361.13	\$            4,000.00	\$        14,021.05	\$        14,340.08
Total CONSTABLE GRANTS	\$            24,361.13	\$            4,000.00	\$        14,021.05	\$        14,340.08
SHERIFF'S OFFICE GRANTS				
654-000-1010 - CASH	\$           -32,086.17	\$            14,260.08	\$            6,555.19	\$       -24,381.28
Total SHERIFF'S OFFICE GRANTS	\$           -32,086.17	\$            14,260.08	\$            6,555.19	\$       -24,381.28
JUVENILE PROBATION GRANTS				
656-000-1010 - CASH	\$            -9,154.00	\$	\$	\$        -9,154.00

Page 12

15

WELLS FARGO PLEDGE REPORT

COLLATERAL FOR: ZV9 TOM GREEN COUNTY

DATE: AUGUST 31, 2006 DEPOSITORY INSTITUTION: WF CALIF

SK	SECURITY	SEQ. NO.	ORIGINAL FACE	CURRENT FACE	DESCRIPTION	PATE	MATURITY	MOODY	S AND P *FITCH	MARKET VALUE
FEDERAL RESERVE BANK										
58	31384V3F7	011670	7,975,000.00	877,065.70	FNCL 535498	6.00	06/01/30	AAA		882,681.10
58	31409WAH4	019426	10,075,000.00	9,956,426.52	FNCL 880308	6.00	04/01/36		AAA	9,967,108.77
*TOTAL XPL_CODE ZV9			18,050,000.00	10,833,492.22						10,849,789.87

VOL. 83 PG. 571

PAGE 1

WELLS FARGO PLEDGE REPORT

COLLATERAL FOR: ZV9 TOM GREEN COUNTY

DATE: SEPTEMBER 8, 2006

DEPOSITORY INSTITUTION: WF CALIF

SR	SECURITY	SER. NO.	ORIGINAL FACE	CURRENT FACE	DESCRIPTION	RATE	MATURITY	MOODY	S AND P *FITCH	MARKET VALUE
FEDERAL RESERVE BANK										
58	11384V3E7	011670	7,975,000.00	877,065.70	FNCL 535498	6.00	06/01/30	AAA		882,666.15
58	11409WAM4	019426	10,075,000.00	9,956,426.52	FNCL 880308	6.00	04/01/36		AAA	9,966,382.95
*TOTAL XPL_CODE ZV9			18,050,000.00	10,833,492.22						10,849,049.10

SEP. 8. 2006 8:51AM

1415 371 3292

NO. 6201 P. 2

VOL. 85 PG. 572

17

PAGE 1

WELLS FARGO PLEDGE REPORT

COLLATERAL FOR: ZV9 TOM GREEN COUNTY

DATE: SEPTEMBER 15, 2006

DEPOSITORY INSTITUTION: WF CALIF

SR	SECURITY	SEQ. NO.	ORIGINAL FACE	CURRENT FACE	DESCRIPTION	RATE	NATURITY	MOODY	S AND P *PITCH	MARKET VALUE
FEDERAL RESERVE BANK										
58	31384V3F7	011670	7,975,000.00	866,528.33	FNCL 535498	6.00	06/01/30	AAA		871,449.69
58	31409WAK4	019426	10,075,000.00	9,876,716.34	FNCL 880308	6.00	04/01/36		AAA	9,879,589.87
*TOTAL KPL_CODE ZV9			18,050,000.00	10,743,244.67						10,751,039.56

SEP. 15. 2006 8:55AM

1415 371 3292

MO. 6455 P. 2

VOL. 83 PG. 573

18

WELLS FARGO PLEDGE REPORT

COLLATERAL FOR: ZV9 TOM GREEN COUNTY

DATE: SEPTEMBER 22, 2006

DEPOSITORY INSTITUTION: WF CALIF

SK	SECURITY	SEQ. NO.	ORIGINAL FACE	CURRENT FACE	DESCRIPTION	RATE	MATURITY	MOODY	S AND P *PITCH	MARKET VALUE
FEDERAL RESERVE BANK										
58	31384V3F7	011670	7,975,000.00	866,528.33	FNCL 535498	6.00	06/01/30	AAA		875,041.72
58	31409WAH4	019426	10,075,000.00	9,876,716.34	FNCL 880308	6.00	04/01/36		AAA	9,921,310.80
*TOTAL XPL_CODE ZV9			18,050,000.00	10,743,244.67						10,796,352.52

SEP 22 2006 8:26AM

1415 37 3292

NO. 6682 P. 2

VOL. 85 PG. 574

PAGE 1

WELLS FARGO PLEDGE REPORT

COLLATERAL FOR: ZV9 TOM GREEN COUNTY

DATE: SEPTEMBER 29, 2006

DEPOSITORY INSTITUTION: WF CALIF

SK	SECURITY	SED. NO.	ORIGINAL FACE	CURRENT FACE	DESCRIPTION	RATE	MATURITY	MOODY	S AND P *FITCH	MARKET VALUE
FEDERAL RESERVE BANK										
58	31384V3P7	011670	7,975,000.00	866,528.33	FNCL 535498	6.00	06/01/30	AAA		876,035.74
58	31409NAH9	019426	10,075,000.00	9,876,716.34	FNCL 880308	6.00	04/01/36		AAA	9,929,079.92
*TOTAL XPL CODE ZV9			18,050,000.00	10,743,244.67						10,805,095.66

TOM GREEN COUNTY INDEBTEDNESS

September-06

FUND 099 OUTSTANDING GENERAL OBLIGATION DEBT

GO REFUNDING BONDS, SERIES 1998

ORIGINAL DEBT ISSUED \$18,885,000.00

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

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

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



	<u>Previous Month</u>	<u>Current Month</u>
Wells Fargo Oper Checking interest Annual Yield	5.110%	4.980%
MBIA Annual Yield	5.380%	5.400%
Funds Management Compound Effective Yield	5.205%	5.210%
Beacon to the Future Fund ( Net fees)	4.530%	Not Available as of 10/06/06

<b>Revenues as of 10/06/06</b>	<b>Budgeted</b>	<b>Received To Date</b>	<b>Receivable Pending</b>
FY06 ALL Accounts			Negative = Under Budget Positive = Excess of Budget
Depository Interest [-3701	\$84,050.00	<b>\$203,268.75</b>	\$119,218.75
Security Interest [-3704	\$75,000.00	<b>\$27,598.20</b>	(\$47,401.80)
MBIA [-3705	\$80,145.00	<b>\$283,049.77</b>	\$202,904.77
Funds Management [-3706	\$74,800.00	<b>\$232,401.94</b>	\$157,601.94
Trollinger Royalties[-3712	\$15,000.00	<b>\$24,068.21</b>	\$9,068.21
	<u>\$328,995.00</u>	<u><b>\$770,386.87</b></u>	<u>\$441,391.87</u>

	10/6/2006			
<b>Bank Services Charges [-0444</b>	<b>Budgeted</b>	<b>Paid To Date</b>	<b>Expenditure Pending</b>	
ALL ACCOUNTS FY 06	\$75,200.00	<b>\$59,590.64</b>	\$15,609.36	
			Negative = Over Budget Positive = Under Budget	

\*\*\* Bank Statement Reconciliation \*\*\*

Date Reconciled: 09/26/06 Time: 1:05:06pm

Checking Acct. Code: 0001 TGC OPERATING ACCOUNT  
 Ending Date: 09/30/06  
 Bank Account #: 0001000000 TGC OPERATING ACCOUNT  
 Interest Earned: \$1,357.91  
 Service Charges: \$1.00

Ledger Bank Balance: \$ 1,498,337.21  
 - Outstanding Checks: 116,144.81  
 - Outstanding Deposit Slips: 0.00  
 - Interest Earned: 1,357.91  
 - Service Charges: 0.00  
 Bank Statement Balance: \$ 1,498,337.21

750.00 - unrecordable previous period

0.00

(1442.38) JE 19846 PC  
 6688.38 JE 19847 PC ] Transit

2489.27 EC 72807 Transit Juv

82476 JE 19745 Transit Aug

0.00

23642 JE 19816 Transit Juv

17400.00 0.00+

12300 CL# 3199 closed after SIB (SCD)

72.00+

<2> unbr adj - See statement

17400.00+

12300 CL# 11526 closed thru

688.10+

40.00+

20.00+

200.42+

20.00+

0.00+

0.00+

0.00+

0.00+

0.00+

0.00+

190.00 CL# 11131

18.00 CL# 11356

1800 CL# 11327

} closed after SB Juv

1,498,337.21

013

17400.00 0.00+

17400.00 0.00+

17400.00 0.00+

002

0.00+

30 N BEAUREGARD AVE  
 SAN ANGELO, TX 76903

Statement Start Date: 09/01/06  
 Statement End Date: 09/30/06

TOM GREEN COUNTY  
 TGC OPERATING  
 112 W BEAUREGARD AVE  
 SAN ANGELO TX 76903-5835

W0

For Customer Assistance:  
 Call 800-225-5935 (1-800-CALL-WELLS).

VOL. 85 PG. 578

Account Number	Beginning Balance	Ending Balance
Choice IV with Interest-Public Funds 306-0018949	1,246,513.85	1,498,337.21

23

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

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

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

---

Daily Liquidity Pools

Funds can be deposited and withdrawn on a daily basis

Investor's Cash Trust -Funds Management	Page <u>25</u>
MBIA	Page <u>27</u>
Capital Campaign Funds (Library)	Page <u>35</u>

---

Investments

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

Security Report	Page <u>none</u>
Trollinger Investments	Page <u>38</u>

VOL. 83 PG. 580

ICT GOVERNMENT CASH & AGENCY SECURITIES PORTFOLIO						
As of 8/31/2006						
CUSIP	Security Name	Coupon	Maturity	Quantity	Market Value	%MV
Agency Bond						
3128X45V7	Freddie Mac Nt	5.325	05/03/2007	6,000,000	5,996,460.00	1.36%
3128X46D8	Freddie Mac Nt	5.350	05/25/2007	14,000,000	13,992,860.00	3.17%
3128X46K2	Freddie Mac Nt	5.250	05/04/2007	4,000,000	3,997,360.00	0.91%
3128X4D81	Federal Home Loan Bank	4.920	02/28/2007	6,000,000	5,982,660.00	1.36%
3128X4YN5	Freddie Mac Nt	4.750	02/06/2007	4,000,000	3,989,320.00	0.90%
3128X5CX4	Freddie Mac Nt	5.500	07/03/2007	4,000,000	4,000,040.00	0.91%
3134A4CR3	FHLMC Nt	2.875	12/15/2006	3,000,000	2,978,430.00	0.68%
31359MS38	Fannie Mae Nt	5.500	07/10/2007	10,000,000	10,000,000.00	2.27%
31359MT86	Fannie Mae Nt	5.330	12/28/2007	40,000,000	40,000,000.00	9.07%
3128X4YB1	Freddie Mac Nt	5.351	07/06/2007	30,000,000	30,006,900.00	6.80%
					120,944,030.00	27.41%
Repurchase Agreement						
608035037	TRP Greenwich Capital	5.340	09/01/2006	20,000,000	19,997,087.87	4.53%
608075030	TRP Merrill Lynch Govt	5.300	09/20/2006	40,000,000	39,998,490.24	9.07%
608165025	TRP BA Securities Govt	5.290	10/24/2006	50,000,000	49,999,989.44	11.33%
608255001	TRP BA Securities Govt	5.280	10/16/2006	20,000,000	19,999,489.67	4.53%
608315027	TRP BNP Paribas Govt	5.290	09/01/2006	90,000,000	89,986,949.60	20.40%
608315031	TRP Bear Stearns Govt	5.300	09/01/2006	100,000,000	99,985,499.78	22.66%
85799F003	State Street Bank Repo	4.870	09/01/2006	252,000	251,965.91	0.06%
					320,219,472.51	72.59%
					441,163,502.51	100.00%
					70,868,117.52	ICT TP
					512,031,620.03	TOTAL ICT

22

INVESTORS CASH TRUST ACCOUNTS		October 2, 2006 09/29/06 PM Posting		
ACCOUNT NAME	ACCOUNT #	INTEREST	BALANCE	TOTAL
TOM GREEN COUNTY - GENERAL ACCOUNT	654-0001432	\$22,709.76	\$5,613,875.74	\$5,636,585.50
TOM GREEN COUNTY - DEBT SERVICE	654-0001443	\$686.24	\$169,635.90	\$170,322.14
TOTAL:		\$23,396.00	\$5,783,511.64	\$5,806,907.64

VOL. 85  
 Pg. 581  
 AVERAGE RATE (09/01/06 THROUGH 09/29/06-29 days): 5.09%  
 COMPOUND EFFECTIVE YIELD: 5.21%



## *Notes*

### *September 2006*

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

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

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

The following information is provided in accordance with Texas state statute 2256.0016. As of September 30, 2006, the portfolio contained the following securities by type:

US Government Agency Bond - 13.49%, US Commercial Paper - 34.77%, US Commercial Paper Floating Rate Note - 7.62%, US Government Agency Discount Note - 0.49%, US Government Agency Floating Rate Note - 0.56%, Taxable Municipal Bond - 1.69%, Collateralized Deposit Account - 6.39%, Repurchase Agreement - 34.99%

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

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

Market Value at 9/30/2006 -	\$1,945,733,683.45
Amortized Cost at 9/30/2006 -	\$1,945,914,599.50
Difference -	(\$180,916.05)

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

The NAV on 9/30/2006 is equal to 1.00

Dollar Weighted Average Maturity - 35 days

The final maturity dates of all securities were less than one year.

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



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

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

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

For the month of September 2006, MBIA Municipal Investors Service Corporation, in its role as Program Administrator, accrued fees of \$86,451 based on average assets for Texas CLASS of \$1,753,028,391. The fee is accrued on a daily basis by multiplying the value of the investment property as determined each day by the fee rate of 20 basis points (.0020) divided by 365 Days. MBIA reserves the right to abate fees listed in the Third Amended and Restated Trust Agreement. The monthly fee is the sum of all daily fee accruals for the month of September. The fee is paid monthly upon notification to the custodial bank. As of September 30, 2006 the fee was 6 basis points.

MBIA Asset Management Client Services will be closed on Monday, October 9th for Columbus Day. We will be closing at 5:00 p.m. E.S.T. on Wednesday, November 22nd and closing at 1:00 p.m. E.S.T. on Friday, November 24th.



## Texas CLASS Portfolio Holdings September 2006

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



Face Amount		Maturity Date	Yield/Rate	Value
FEDERAL FARM CREDIT BANK NOTES				
\$10,750,000.00	Federal Farm Credit Bank Notes	03/29/2007	5.20%	\$10,751,075.00
<hr/>				
\$10,750,000.00	TOTAL FEDERAL FARM CREDIT BANK NOTES			\$10,751,075.00

### FEDERAL HOME LOAN BANK NOTES

\$20,000,000.00	Federal Home Loan Bank Notes	02/15/2007	4.91%	\$20,136,000.00
\$8,000,000.00	Federal Home Loan Bank Notes	01/10/2007	4.83%	\$7,959,200.00
\$2,500,000.00	Federal Home Loan Bank Notes	01/16/2007	4.78%	\$2,488,500.00
\$10,000,000.00	Federal Home Loan Bank Notes	01/12/2007	4.80%	\$9,980,000.00
\$10,000,000.00	Federal Home Loan Bank Notes	02/23/2007	5.04%	\$9,984,000.00
\$15,000,000.00	Federal Home Loan Bank Notes	06/21/2007	5.59%	\$15,025,500.00
\$6,000,000.00	Federal Home Loan Bank Notes	02/22/2007	5.10%	\$5,991,600.00





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

#### FEDERAL HOME LOAN BANK NOTES

\$11,155,000.00	Federal Home Loan Bank Notes	01/30/2007	4.94%	\$11,131,574.50
\$5,000,000.00	Federal Home Loan Bank Notes	11/22/2006	4.50%	\$4,993,500.00
\$6,000,000.00	Federal Home Loan Bank Notes	12/29/2006	4.72%	\$5,958,000.00
\$4,840,000.00	Federal Home Loan Bank Notes	10/16/2006	4.70%	\$4,834,676.00
\$10,000,000.00	Federal Home Loan Bank Notes	06/20/2007	5.62%	\$9,887,000.00

---

**\$108,495,000.00 TOTAL FEDERAL HOME LOAN BANK NOTES**

---

**\$108,369,550.50**

#### FEDERAL NATIONAL MORTGAGE ASSOCIATION NOTES

\$10,000,000.00	Federal National Mortgage Association Notes	03/02/2007	5.19%	\$9,905,000.00
\$5,000,000.00	Federal National Mortgage Association Notes	01/12/2007	4.70%	\$4,967,500.00

---

**\$15,000,000.00 TOTAL FEDERAL NATIONAL MORTGAGE ASSOCIATION NOTES**

---

**\$14,872,500.00**

#### FREDDIE MAC NOTES

\$15,000,000.00	FREDDIE MAC Notes	03/23/2007	5.24%	\$14,799,000.00
-----------------	-------------------	------------	-------	-----------------



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

#### FREDDIE MAC NOTES

\$10,000,000.00	FREDDIE MAC Notes	10/15/2006	4.30%	\$9,990,000.00
\$10,000,000.00	FREDDIE MAC Notes	04/17/2007	5.27%	\$9,721,765.61
\$20,500,000.00	FREDDIE MAC Notes	03/15/2007	5.06%	\$20,379,999.22
\$10,000,000.00	FREDDIE MAC Notes	11/03/2006	4.50%	\$9,993,000.00
\$15,000,000.00	FREDDIE MAC Notes	11/24/2006	4.61%	\$14,983,500.00
\$11,000,000.00	FREDDIE MAC Notes	06/18/2007	5.40%	\$11,002,200.00
\$17,000,000.00	FREDDIE MAC Notes	02/12/2007	4.80%	\$16,967,700.00
\$13,000,000.00	FREDDIE MAC Notes	02/23/2007	4.80%	\$12,974,000.00
\$10,000,000.00	FREDDIE MAC Notes	05/11/2007	5.27%	\$9,997,000.00

---

**\$131,500,000.00 TOTAL FREDDIE MAC NOTES**

---

**\$130,808,164.83**

#### REPURCHASE AGREEMENTS

\$688,641,298.57	Collateral Total Amount = \$702,414,124.54 or 102%.	10/02/2006	5.32%	\$688,641,298.57
------------------	--	------------	-------	------------------

---

**\$688,641,298.57 TOTAL REPURCHASE AGREEMENTS**

---

**\$688,641,298.57**

#### MUNICIPAL

\$32,900,000.00	Texas Public Finance Authority	10/04/2006	5.31%	\$32,899,671.00
-----------------	-----------------------------------	------------	-------	-----------------



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

#### MUNICIPAL

**\$32,900,000.00 TOTAL MUNICIPAL**

**\$32,899,671.00**

#### COMMERCIAL PAPER

\$57,000,000.00	Alpine Securitization Corp	10/02/2006	5.44%	\$56,991,510.80
\$50,000,000.00	AMSTERDAM FUNDING	10/02/2006	5.45%	\$49,992,539.44
\$50,000,000.00	Aspen Funding Corp.	10/02/2006	5.37%	\$49,977,625.00
\$20,000,000.00	Atlantis One Funding Corp	03/20/2007	5.45%	\$19,505,264.94
\$25,000,000.00	Atomium Funding Corp	01/18/2007	5.41%	\$24,602,840.82
\$50,000,000.00	Barton Capital Corp.	10/02/2006	5.37%	\$49,992,539.44
\$15,000,000.00	Barton Capital Corp	10/16/2006	5.35%	\$14,967,079.36
\$25,000,000.00	Beta Finance Inc	01/29/2007	5.39%	\$24,564,747.55
\$11,858,000.00	Target Corp	10/02/2006	5.38%	\$11,856,253.72
\$25,000,000.00	Societe Generale North America	03/15/2007	5.44%	\$24,400,170.32
\$23,318,000.00	Park Ave Receivables Corp	10/02/2006	5.44%	\$23,314,527.17
\$35,000,000.00	Morgan Stanley	10/02/2006	5.48%	\$34,994,748.42



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

#### COMMERCIAL PAPER

\$55,000,000.00	Morgan Stanley Group Inc	04/05/2007	5.31%	\$55,004,785.00
\$50,000,000.00	Greyhawk Funding LLC	10/02/2006	5.46%	\$49,992,525.55
\$25,000,000.00	Greenwich Capital Holdings Inc	12/08/2006	5.29%	\$25,000,000.00
\$30,000,000.00	Greenwich Capital Hldgs	11/06/2006	5.29%	\$30,000,000.00
\$20,000,000.00	Corporate Asset Funding	10/16/2006	5.44%	\$19,955,394.72
\$20,000,000.00	CIT Group Inc	10/12/2006	5.51%	\$19,966,827.06
\$20,000,000.00	Corporate Receivables Corp	12/11/2006	5.39%	\$19,792,583.93
\$50,000,000.00	Chesham Finance LLC	10/02/2006	5.47%	\$49,992,511.64
\$40,000,000.00	Chesham Finance	08/23/2007	5.43%	\$40,000,000.00
\$25,000,000.00	First National Bank of Chicago	12/18/2006	5.39%	\$24,715,084.86
\$90,000,000.00	EBURY Finance LLP	10/02/2006	5.48%	\$89,986,495.95
\$25,000,000.00	Fairway Finance Corp	12/14/2006	5.40%	\$24,729,061.05

---

**\$837,176,000.00 TOTAL COMMERCIAL PAPER**

---

**\$834,295,116.74**

#### OTHER SECURITIES

\$125,000,000.00	JPMorgan Chase CDA	09/30/2006	5.30%	\$125,000,000.00
------------------	--------------------	------------	-------	------------------

---

**\$125,000,000.00 TOTAL OTHER SECURITIES**

---

**\$125,000,000.00**

---

**\$1,949,462,298.57 TOTAL INVESTMENTS**

---

**\$1,945,637,376.64**



## Texas CLASS Daily Rates September 2006

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



<i>Date</i>	<i>Daily Rates</i>	<i>Annual Yield</i>
09/01/06	5.26%	5.40%
09/02/06	5.26%	5.40%
09/03/06	5.26%	5.40%
09/04/06	5.26%	5.40%
09/05/06	5.26%	5.40%
09/06/06	5.25%	5.39%
09/07/06	5.25%	5.39%
09/08/06	5.25%	5.39%
09/09/06	5.25%	5.39%
09/10/06	5.25%	5.39%
09/11/06	5.25%	5.39%
09/12/06	5.25%	5.39%
09/13/06	5.24%	5.38%
09/14/06	5.25%	5.38%
09/15/06	5.25%	5.39%
09/16/06	5.25%	5.39%
09/17/06	5.25%	5.39%
09/18/06	5.25%	5.39%
09/19/06	5.25%	5.39%
09/20/06	5.24%	5.38%
09/21/06	5.24%	5.38%
09/22/06	5.27%	5.41%
09/23/06	5.27%	5.41%
09/24/06	5.27%	5.41%
09/25/06	5.27%	5.41%
09/26/06	5.27%	5.41%
09/27/06	5.27%	5.41%
09/28/06	5.25%	5.39%
09/29/06	5.27%	5.41%
09/30/06	5.27%	5.41%
Average	5.26%	5.40%

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



SAN ANGELO AREA FOUNDATION  
.... NURTURING A LEGACY OF PHILANTHROPY FOR WEST TEXAS

2201 SHERWOOD WAY,  
SUITE 205  
SAN ANGELO, TX 76901  
325-947-7071

**Beacon to the Future Fund**  
*Fund Statement 01/01/2006 - 08/31/2006*

Fund  
ID:  
Beacon

Ms. Dianna Spieker  
Tom Green County Treasurer  
112 W. Beauregard Ave.  
San Angelo, TX 76903-5850

VOL. 83  
Pg. 590

Endowment Contributions	
Total Historical Balance [Corpus]	<b>0.00</b>
Fund Activity	
<i>Fund Balance (Beginning period)</i>	<i>1,310,052.18</i>
Contributions (This year)	797,639.33
Investment Activity	
Interest & Dividends	51,110.52
Unrealized Gains (Losses)	0.00
Realized Gains (Losses)	0.00
Disbursements	
Grants/Scholarships	0.00
Investment/Management Fees	-4,245.33
<i>Fund Balance (Ending Period)</i>	<i>2,179,556.70</i>
<i>Available to Grant in 2006</i>	<i>2,179,556.70</i>
<i>Total Assets</i>	<i>2,179,556.70</i>
<i>Total Liabilities</i>	<i>0.00</i>
<i>Total Net Assets of the Fund</i>	<i>2,179,556.70</i>

Detail

CONTRIBUTIONS:

Donor	Date	Amount
Mr. William F. Collins	01/10/2006	500.00
Mr. Steve Smith	01/24/2006	25.00
Mr. and Mrs Jack Grafa	01/25/2006	2,500.00
Mr. and Mrs. Dennis Grafa	02/10/2006	500.00
Ms. Carolyn R. Utt	02/21/2006	2,000.00
Ms. Suzanne Utt	02/21/2006	500.00
Anonymous Gift	02/27/2006	1,000.00
Mr. and Mrs. Weldon Lindsey	03/15/2006	25,000.00
Texas Omega Pi Chapter of Beta Sigma Phi	03/15/2006	25.00
Anonymous Gift	03/15/2006	10,000.00
Dr. and Mrs. Dale McDonald	03/16/2006	1,000.00
Mr. and Mrs. Syl Polunsky	03/21/2006	100.00
Mr. and Mrs. Robert Eckert	03/21/2006	1,000.00
DeCoty Coffee Company	03/22/2006	1,000.00
Dr. and Mrs. Fazlur Rahman	03/29/2006	200.00
Ms. Margaret Mallard	04/06/2006	3,000.00
Dian Graves Owen Foundation	04/07/2006	25,000.00
Mr. and Mrs. Millard McAfee	04/11/2006	1,000.00
Anonymous Gift	04/11/2006	100.00
Atmos Energy Corporation	04/13/2006	2,000.00
Mr. and Mrs. Bill Pfluger	04/13/2006	10,000.00
Mr. and Mrs. Dennis Grafa	04/13/2006	1,500.00

"Available to Grant" is a percent calculation of the fund balance according to the fund agreement.  
(If twelve quarters history does not exist, the average will be calculated on available history.) "Available to Grant" is calculated annually after the fund is one year old.  
Total Historical Balance [Endowment Corpus] does not include current year contributions



SAN ANGELO AREA FOUNDATION  
.... LEADING A LEGACY OF PHILANTHROPY FOR WEST TEXAS

2201 SHERWOOD WAY,  
SUITE 205  
SAN ANGELO, TX 76901  
325-947-7071

VOL. 8  
PG. 591

American Electric Power	04/17/2006	6,000.00
First National Bank of Mertzon	04/17/2006	2,500.00
Mrs. Mary June Beck	04/18/2006	25,000.00
San Angelo National Bank	04/18/2006	5,000.00
Mr. and Mrs. James A. Carter	04/25/2006	5,000.00
Ratliff, Edwards & DeHoyos	04/25/2006	250.00
City Lumber & Wholesale, Inc.	04/27/2006	1,000.00
Mrs. Zula Hall	05/02/2006	10,000.00
Mr. Mark Thieiman	05/04/2006	5,000.00
Mr. and Mrs. Billy Harper	05/08/2006	10,000.00
Mr. and Dr. Fred Mueller	05/11/2006	500.00
Mr. and Mrs. Ralph Mayer	05/15/2006	200,000.00
Mr. Jason M. Katz	05/23/2006	650.00
Central High School Class of 2006	05/23/2006	500.00
Mr. and Mrs. Robert D. Sperber	05/25/2006	350.00
Mr. and Mrs. X B Cox Jr.	05/30/2006	25.00
Multi-Chem Group, LLC	05/30/2006	4,000.00
Mr. and Mrs. John S. Cargile Sr.	06/01/2006	10,000.00
Mr. and Mrs. Norm Rousselot	06/02/2006	100,000.00
Fuentes Cafe Downtown	06/07/2006	250.00
Mr. and Mrs. Pierce Miller	06/08/2006	2,000.00
Ms. Jean K. Houston	06/08/2006	50.00
Gandy Ink	06/09/2006	5,000.00
The Goodyear Tire & Rubber Company	06/09/2006	400.00
Town & Country	06/12/2006	33,000.00
Mitchell Automotive Group	06/14/2006	5,000.00
Mitchell Toyota - KIA	06/14/2006	2,500.00
Mrs. Joyce Mayer	06/16/2006	33,333.00
Herrington Inc. d/b/a Holiday Cleaners	06/16/2006	5,000.00
Mr. and Mrs. Edwin Mayer	06/16/2006	75,000.00

Mr. Steve Eustis	06/20/2006	8,000.00
Porter Henderson Implement Co., Inc.	06/21/2006	3,000.00
Armstrong Backus & Co., LLP	06/22/2006	2,000.00
Miss Carolyn Cargile	06/26/2006	20,000.00
Tom Green County Friends of the Library	06/30/2006	17,240.00
West Central Wireless	07/05/2006	3,500.00
Mr. and Mrs. Richard Mayer	07/05/2006	66,666.00
Mr. Norman Sunderman	07/05/2006	75.00
CNB Properties	07/10/2006	3,000.00
anonymos	07/10/2006	109.00
San Angelo Community Medical Center	07/14/2006	3,333.33
Mr. and Mrs. Clyde A. Wilson Jr.	08/02/2006	100.00
Tom Green County Library Jar	08/11/2006	90.00
Mr. and Mrs. Doug Eakman	08/13/2006	1,000.00
Johnson's Funeral Home	08/14/2006	2,500.00
Waterford	08/14/2006	3,000.00
Anonymous Gift	08/15/2006	5,000.00
Dr. and Mrs. John E. Alexander	08/16/2006	200.00
Hon Marilyn Aboussie and Mr. John Hay	08/16/2006	500.00
Ms. Margaret Mallard	08/21/2006	7,000.00
Tom Green County Friends of the Library	08/23/2006	1,000.00
Anonymous Gift	08/24/2006	15,000.00
Tom Green County Library Jar	08/28/2006	68.00
Transfer-Kenneth S and Brenda Gunter Donor Advised Fund	08/30/2006	25,000.00
*** Total Gifts:		822,639.33



SAN ANGELO AREA FOUNDATION  
.... LEADING A LEGACY OF PHILANTHROPY FOR WEST TEXAS

2201 SHERWOOD WAY,  
SUITE 205  
SAN ANGELO, TX 76901  
325-947-7071

Current 7 day yield (annualized) for the fund: 5.27%

Gross effective annualized yield – inception to date: 4.88%

Net Effective annualized yield – inception to date: 4.53%  
(less fees)

VOL. 85 Pg. 592

37



## Trolinger Investments

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

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

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

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

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

45

TEXAS AGRICULTURAL EXTENSION SERVICE  
The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

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

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
9/4-9/8	Livestock Association Meeting (4-H Building), Sheep & Goat Field Day (DO), 4-H Project Management & Selection - Cattle, Goats & Sheep. Producer Mangement Cotton, Rangeland, Livestock (Wall, Christoval, Water Valley, Grape Creek, Robert Lee, Colorado City). Office Mgmt (Reports, Mail, E-Mail, Phone).	765		
9/11-9/16	Wall Ag Boosters Fundraiser, Harvest Aid Test Plot, RMA Insurance Meeting, West Texas Fair (Abilene), 4-H Project Management & Selection - Cattle, Goats & Sheep. Producer Mangement Cotton, Rangeland, Livestock (Wall, Christoval, Water Valley, Grape Creek,). Office Mgmt (Reports, Mail, E-Mail, Phone).	1135		
9/18-9/23	D7 Administrative Meeting (District Office), Sheep & Goat Showmanship clinic (4-H Building), Tom Green County Cotton Tour (Wall),San Angelo & Tom Green County Emergency Mangement Meeting (Ft. Concho). 4-H Project Management & Selection - Cattle, Goats & Sheep. Producer Mangement Cotton, Rangeland, Livestock (Wall, Christoval, Water Valley, Grape Creek,). Office Mgmt (Reports, Mail, E-Mail, Phone).	907		
9/25-9/30	RMA Rangeland & Forage Index, TDA Livestock Assistance Grant Program (District Office). Texas Land Survey Appraisal (TGC Appraisal District) Ag Programming Conference (District Office), 4-H Project Management & Selection - Cattle, Goats & Sheep. Producer Mangement Cotton, Rangeland, Livestock (Wall, Christoval, Water Valley, Grape Creek,). Office Mgmt (Reports, Mail, E-Mail, Phone).	764		
GRAND TOTAL OF MILEAGE, MEALS & LODGING		3571	0	0

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

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

DATE: September		NAME: Steve Sturtz		
CURRENT MONTHS CONTACTS				
TELEPHONE	OFFICE	SITE CONTACTS	NEWS ARTICLES	NEWSLETTERS
205	74	40	2	1
RADIO	TELEVISION	FIELD VISITS	PROGRAMS	TOTAL
0		130	4	309

<b>MAJOR PLANS FOR NEXT MONTH:</b>	
<b>DATE</b>	<b>ACTIVITY</b>
10/2-10/5	Dallas- State Fair
10/5	Water Issues Meeting (San Angelo City Council Chambers)
10/7	Wild West Days (San Angelo Fairgrounds)
10/17	Sale Committee Meeting (4-H Building)
10/18	TGC Livestock Assn. Sale Committee Meeting
10/20	Program Planning Conference
10/21	Sheep & Goat Validation
10/27	Sheep & Goat Validation Make Up Day.

**TEXAS AGRICULTURAL EXTENSION SERVICE**  
**The Texas A&M University System**

**MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT**

<b>NAME:</b> John Begnaud	<b>TITLE:</b> County Extension Agent-Horticulture
<b>COUNTY:</b> Tom Green	<b>MONTH:</b> September 2006

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
5	Santa Rita Christmas Tree Project	63		
9	Pond Tour	81		
5,7,11,	San Angelo Landscape Visits			
13,14,20,21	Landscape School Preparation and Delivery	122		
5,6,7,12,15 19,21,25, 26,27,28,29	4-H Building Construction	268		
16	Lillyfest	43		
28	Texas Forrest Service Seed Collection	66		
19	Master Gardener Training-Abilene	187		
GRAND TOTAL OF MILEAGE, MEALS & LODGING		830	0	0

Other expenses (list) \_\_\_\_\_ \*Mileage paid by other sources \_\_\_\_\_

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

DATE:9/06		NAME:John Begnaud		
CURRENT MONTHS CONTACTS				
TELEPHONE	OFFICE	SITE CONTACTS	NEWS ARTICLES	NEWSLETTERS
367	83	21	2	1
RADIO	TELEVISION	FIELD VISITS	PROGRAMS	TOTAL
44	4	18	6	

MAJOR PLANS FOR NEXT MONTH:	
DATE	ACTIVITY
	It makes more sense if I could attatch my calender for the month of October. Please inform as to how this can be accomplished. Thanks in advance for your cooperation. John Begnaud

## MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

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

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
5	County Council/ Adult Leaders/ Livestock Board Meeting	25		
7	Sheep & Goat Field Day	18		
12	ASU Volunteer Fair	33		
14	Youth Board Meeting	16		
18	District Meeting, Food Workshop	42		
19	Tom Green County Emergency Management Meeting	23		
23	Sheep & Goat Clinic	43		
24	Horse Club Meeting	13		
25	Food Workshop	22		
26	District Meeting	17		
27	Juvenile Justice Meeting	45		
1,6,8,11,13 15,20-22, 28,29	General 4-H & Office Duties, 4-H Building work	456		
<b>GRAND TOTAL OF MILEAGE, MEALS &amp; LODGING</b>		<b>753</b>	<b>0</b>	<b>0</b>

Other expenses (list)

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

DATE: September		NAME: Garry Branham		
CURRENT MONTHS CONTACTS				
TELEPHONE	OFFICE	SITE CONTACTS	NEWS ARTICLES	NEWSLETTERS
78	23	335		325
RADIO	TELEVISION	FIELD VISITS	PROGRAMS	TOTAL
			120	881

MAJOR PLANS FOR NEXT MONTH:	
DATE	ACTIVITY
1-7	National 4-H Week activities
2	County 4-H Council / Adult Leaders Meeting
3	Budget Meeting
5-6	Wild West Day Set-up
7	Wild West Day
10	4-H Meeting
12	Youth Board Meeting
15	4-H Meeting
17	Ag Awareness Presentation
20	Program Planning Conference
21	Sheep & Goat Validation
24	4-H Meeting
25	Juvenile Justice/ Snackin' Healthy Presentation

D-360/D-843

**TEXAS AGRICULTURAL EXTENSION SERVICE**  
**The Texas A&M University System**

**MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT**

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

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
9/1	Prepared and distribute monthly reports and D360 for district and state offices	8		
9/5	Met with Tom Green County 4-H Council and Adult Leader's Association (39-11M)	21		
9/6	Met with Tom Green County Extension Education Council (10)	13		
9/6	Met with Tom Green County Extension Education Council Committee Chairman and members (15)	8		
9/7	Prepared and distributed Home and Family Connections newsletter (411-37H)	6		
9/8	Shopped for BLT supplies to supplement "Healthy Main Dishes" program			
9/10&12	Supervised at Lone Star and Wall 4-H Club meetings (98-2H,48M)	48		
9/11	Presented Better Living for Texans Program on "Healthy Main Dishes" (13-4H,3B)	17		
9/11,18&25	Planned and organized the Tom Green County 4-H Food Fun Days w/ nine food preparation and food safety workshops (91-6H,9M)	63		
9/12	Assisted where needed at the ASU Volunteer Fair, Interpretive Event (109-26H,9B,61M)	18		
9/13	Participated in CENTRA training for new TEXAS Extension Accountability System (11-1H,6M)	9		
9/14	Participated in Grape Creek Extension Education Club meeting (8)	24		
9/14	Presented Better Living For Texans program on "Low Fat Cooking" for Diabetic Support Group (22-3H,1B,4M)	16		
9/18	Participated in District 7 Administrative Meeting, TAMU Center (42-27M)	16		
9/19	Prepared and submitted quarterly BLT reports for district and state offices	12		
9/20	Participated in West Region Judges and Commissioners Court Conference Planning Committee (8-5M)	16		
9/21	Met with Extension Education Club Delegates to State Meeting to review and make plans for upcoming EEA meeting programs (3)	7		
9/22	Participated in Angelo State University Women's Forum conference with Commissioner of Education (63-2H,1B,2M)	16	\$35.00	
9/23	Assisted where needed at the San Angelo Head Start Health Fair(77-59H,4B,31M)	8		
9/25	Worked to complete a draft copy of the 2007 Plan of Work	10		
9/26	Participated in District 7 Administrative Meeting, TAMU Center (16)	19		
9/27	Presented officer installation program at annual EEA Rally Day (19)	21		
9/29	Prepared and distributed monthly reports and D360 for District and State offices	8		
<b>GRAND TOTAL OF MILEAGE, MEALS AND LODGING</b>		<b>384</b>	<b>35.00</b>	<b>0.00</b>

Other Expenses (List) Extension Education Club Officer Installation - \$18.90

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

VOL. 85 PG. 600

County Extension Agent

*Kathy Aycock*



DATE: October, 2006

NAME: Kathy Aycock; CEA-FCS

**CURRENT MONTHS CONTACTS**

BLT	TELEPHONE	OFFICE	TOTAL CONTACTS	NEWS ARTICLES	NEWSLETTERS
53	76	70	199		4

10/3	Assist with Texas Department of Agriculture's Natural Fibers Fashion Show
10/4	Meet with Tom Green County Extension Education Council
10/5	Complete draft copy of 2007 Plan of Work
10/6	Submit 4-H Gold Star nomination forms and District Friend of 4-H nomination to District Office
10/7	Assist where needed at the Tom Green County 4-H Wild West Days
10/9	Submit Tom Green County 2007 Plan of Work
10/10& 12	Present "Preparing for the Unexpected" program for Veribest, Wall and Grape Creek EE Clubs
10/11	Present Better Living for Texans program on "Low Fat Cooking" to Christian Women's Job Corp
10/12	Meet as a member of the Tom Green County 4-H Youth Board
10/16& 23	Present "Food Safety: It's Our Business" for local and area food service employees
10/18- 19	Participate in Texas Environmental Health Association Meeting, Round Rock
10/20	Participate in District Program Planning Conference for 2007 with District Director and Regional Program Directors
10/22	Provide judges for the Irion County 4-H Food Show, Mertzon
10/26	Make final alterations and additions to the Tom Green County 2007 Plan of Work
10/27	Assist where needed in taking entries for the Tom Green County 4-H Food Show
10/30	Prepare and submit monthly narrative and d360 reports for District and State offices

PAGE 2 of 2

Texas Agricultural Extension Service \* The Texas A&M University System \* Zerle L. Carpenter, Director \* College Station, Texas

**AGREEMENT BETWEEN OWNER AND ARCHITECT  
REGARDING TOM GREEN COUNTY LIBRARY**

This agreement, hereinafter referred to as the "Contract", by and between TOM GREEN COUNTY, a political and legal subdivision of the State of Texas with its general offices located at 112 West Beauregard, San Angelo, Texas 76903, (hereinafter referred to as "County"), and HOLZMAN MOSS ARCHITECTURE LLP, whose offices are located at 214 West 29<sup>th</sup> Street Tower, 17<sup>th</sup> Floor, New York, New York 10001, (hereinafter referred to as the "Architect"), is made and entered into effective as of the 24th day of October, 2006.

**W I T N E S S E T H**

WHEREAS, the County in cooperation with the City of San Angelo and with the assistance of private donations and grants shall remodel and upgrade the former Hemphill-Wells building located at 29 West Beauregard, San Angelo, Tom Green County, Texas for use as a public library by the citizens of Tom Green County;

WHEREAS, the County having reviewed the qualifications of the Architect and after giving consideration to the recommendations of the Beacon to the Future Core and Design Committee, desires to contract with the Architect for professional services associated with the structural, mechanical, electrical, plumbing, fire protection, accessibility and interior services in connection with the design and construction of the Project, the scope of which is more fully described in Section 1.1(d) below;

WHEREAS, Architect has agreed to provide such professional services for the compensation provided herein;

NOW, THEREFORE, County and Architect, in consideration of the terms, covenants, and conditions herein contained, do hereby contract as follows:

**ARTICLE 1 -- DEFINITIONS**

- 1.1 (a) Architect - means Holzman Moss Architecture LLP Architects and its engineers and consultants.
- (b) County's Representative - means the individual designated by the Tom Green County Commissioners Court to facilitate and coordinate Project issues.
- (c) Day - means the calendar day unless otherwise specifically designated.
- (d) Project - means the total design, construction and administration of the addition, conversion, renovation, alterations, upgrade, expansion and furnishing of the Tom Green County Library to be located at 29 West Beauregard, San Angelo, Tom Green

County, Texas 76903, as generally described in Exhibit I attached hereto and incorporated herein by reference and as may be subsequently modified by the County by and through the Commissioners Court.

- (e) Contractor - means a firm or individual performing the construction work who has a contractual agreement with the County which shall include the Construction Manager.
- (f) Bid Package - means a portion of the work to be bid by a Contractor which will be described by a detailed scope of work developed by the Architect.
- (g) Total Project Budget - means \$15,954,416.00.
- (h) Total Construction Cost - means all costs, fees, compensation and expenses incurred in the proper performance of the construction of the Project as defined in the Standard Form of Agreement Between Owner and Construction Manager where the Construction Manager is also the Constructor as amended and reflected within the Agreement dated October 25, 2005 between County and Templeton Construction Co., Inc. otherwise as reflected in Exhibit I as \$12,093,840.00.

## **ARTICLE 2 -- ARCHITECT'S SERVICES AND RESPONSIBILITIES**

### **2.1 Basic Services**

- 2.1.1 The Architect's services consist of those professional services performed by the Architect, Architect's employees, Architect's consultants, and Architect's engineers as enumerated and set forth within this Contract.
- 2.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work so as not to cause any delay in the design, review and approval, or construction of the Project. The Architect shall be responsible for insuring the Project is in compliance with applicable building codes and standards as well as applicable local, state and federal regulations and codes, local building and fire codes, and regulations as may be applicable to the Project.
- 2.1.3 The Architect shall submit for the County's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the County's review, obtaining funding and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by the schedule approved by the County shall not, except for reasonable cause, be exceeded by the Architect.
- 2.1.4 The Architect's Basic Services consist generally of the six phases described below, and to include the complete architectural services, structural design, HVAC, electrical, mechanical, including design and plumbing, civil engineering services, fire protection, accessibility and

interior issues for the Project within the financial limits the County has or shall budget and in accordance with the standard of care required of other Architects on similar projects. This shall include but not be limited to Architect's employment of sufficient qualified personnel, engineers and consultants to fully and timely accomplish the services promised and agreed to in this Contract. The County shall furnish a site survey showing property lines, existing improvements, utilities and information needed for a complete site design.

- 2.1.5 Architect shall perform its professional services agreed hereunder in a manner satisfactory and acceptable to the County, in keeping with the professional standard of care provided by Architects in similar projects. Architect's Construction Drawings and Specifications for the Project shall be suitable for their intended use and shall include plans and profiles necessary to tie all Project water, sewer, gas, electrical and storm drainage lines into adjacent existing lines and facilities, including coordination and approvals required by the City of San Angelo (if any). Information on existing utilities shall be provided by County to Architect. County shall perform and be responsible for all zoning requirements (if any) and shall provide the Architect all information it may have relating to such requirements.
- 2.1.6 Architect's Construction Drawings and Specifications for the Project which shall be represented by the Bid Documents shall meet applicable federal, state, and local standards, codes and specifications in effect at the time construction has been permitted (if applicable) and completed. The Architect shall endeavor to secure all applicable governmental approvals, except that no waiver shall be requested of any code, standard or specifications by Architect without the prior written consent of the Commissioners Court.
- 2.1.7 Architect's Basic Services shall be in accordance with the following schedule except as adjusted for approved extensions in writing. Architect shall not be penalized for delays in this schedule beyond its control or delays occasioned by action or inaction of County.

#### **Project Performance Schedule**

##### **Calendar Days**

65	Schematic Design Phase - Define Priorities and Prepare Schematic Design studies.
100	Design Development Phase
160	Construction Document Phase
100	Fund Development Phase
65	Bidding Phase
540	Construction Phase

The schedule (calendar days) for the completion of the architect services are set forth within the Project Performance Schedule with the proposed time schedule being set forth within Exhibit 2. Architect services shall commence upon the issuance of a written notice to proceed for each phase by the County.

## **2.2 Schematic Design Phase**

- 2.2.1 Architect shall consult with Larry Justiss and the Beacon to the Future Core and Design Committee to clarify and list the priorities for the Project and shall conform the Schematic Design to such requirements and priorities.
- 2.2.2 Architect shall prepare, for consideration of and approval by the County, the Schematic Design Studies, and submit four (4) copies of drawings and other documents which illustrate the scale and relationship of the Project components within the time allotted under the agreed performance schedule, adjusted for approved time extensions.
- 2.2.3 Architect in consultation with the Construction Manager shall provide to the County in writing a statement of probable Total Construction Cost based on the schematic design. Should the Architect's statement of probable Total Construction Cost exceed the Project budget for construction or available funding, the Architect in consultation with the Construction Manager shall work with the County to make changes as necessary to bring the Project into the budget, and the Architect shall present the County with appropriate cost reduction options at completion of the schematic design phase for consideration and action by the County.
- 2.2.4 Architect will submit each month a statement, in triplicate, to the County for payment of the percentage of work done during this phase of the Contract. Fifteen percent (15%) of the Basic Services fee shall be authorized for this phase of the work.

## **2.3 Design Development Phase**

- 2.3.1 Architect shall prepare Design Development Documents based on the approved Schematic Design Documents to include adequate specifications for elements of the Project for consideration and approval by the County. Design Development Documents shall fix and describe the size, cross sections and character of the Project as to Architectural, structural, vertical transportation, HVAC mechanical, life safety, electrical, plumbing, accessibility and other systems, materials, and such other essentials as may be necessary and appropriate. The Design Development Phase shall be completed within the agreed performance schedule.
- 2.3.2 Architect shall submit four (4) complete sets of the proposed Design Development Documents to the County and Construction Manager for review and approval by the County after consultation with the Construction Manager.

2.3.3 Architect shall submit outline specifications for all major elements of construction including but not limited to: Architectural, structural, HVAC, ADA, plumbing, mechanical, life safety and electrical systems, signage, and vertical transportation (elevator and stairway) and accessibility .

2.3.4 Architect will submit each month a statement, in triplicate, to the County for payment of the percentage of work done during this phase of the Contract. Fifteen percent (15%) of the Architect's Basic Services fee shall be authorized for this phase of the work.

#### **2.4 Construction Document Phase**

2.4.1 Architect shall prepare from the approved Design Development Documents, for consideration and approval by the County, Construction Drawings and Specifications which documents shall set forth in detail the requirements of the Project. Architect shall submit to the Texas Department of Licensing and Regulation a complete set of plans, specifications and documents necessary for that regulatory authority to ensure the County's full compliance with the Architectural Barrier Plans Review. The County and Architect acknowledge the existing facility may require a change or modification in the scope of work to ensure compliance with the appropriate regulatory authorities. Architect shall further submit such plans, specifications and documents to any other state or federal agency or regulatory authority to ensure that the Project is in full compliance with the applicable laws, rules and regulations.

2.4.2 Architect in consultation with the Construction Manager shall prepare a written statement of probable Total Construction Cost based on the Construction Documents and submit the same to the County. Should the Architect's statement of probable Total Construction Cost exceed the Project budget or available funding, the Architect shall work with the County's Representative and Construction Manager to make changes, alterations and modifications to bring the Project into budget, and the Architect shall present the County with the appropriate cost reduction options prior to completion of the construction documents phase.

2.4.3 Architect shall submit at least four (4) complete sets of Proposed Construction Documents to the County and Construction Manager for review and official approval prior to the advertisement of bids for the construction of the Project, and within the agreed performance schedule following approval of the Design Development Documents. Following approval, Architect shall provide to County at said time, the following items:

- (i) Reproducibles of the Project Title Sheet, signed by Architect, with seal affixed.
- (ii) Four (4) copies of approved specifications.
- (iii) A complete set of drawings with seal affixed.

2.4.4 Architect will submit each month a statement, in triplicate, to the County for payment of the percentage of work done during this phase of the Contract. Forty percent (40%) of the

Architect's Basic Services fee shall be authorized for this phase of the work. In the event the County is unable to obtain the Total Construction Cost for this Project, Architect shall be entitled only to the fees and reimbursable expenses incurred through the Construction Documents Phase.

## **2.5 Fund Development Phase**

- 2.5.1 Architect acknowledges that the County shall seek from third sources (grants and private donations) the funds necessary for the construction and furnishing of the Project as described in Exhibit 1. County expects to have available for the construction and all other costs of the Project the total sum of \$15,954,416.00 (Total Project Budget). The County shall in no event be responsible for providing the additional funds necessary for the construction and furnishing of the Project. In the event County is unable to obtain the Total Project Budget, Architect shall be entitled only to the fees and reimbursable expenses incurred through the Construction Document Phase which in no event shall exceed \$846,570.00 plus reimbursable expenses.

## **2.6 Bidding Phase**

- 2.6.1 Following County's approval of the Construction Documents and of the latest Statement of Probable Total Construction Cost, Architect shall assist County in the bidding process of the Project. During the bid process, Architect shall assist County as follows:
- (i) Participate in the pre-bid conference, including on-site visits as required, to facilitate bidders understanding of the Construction Documents, the various on-site conditions, and the coordination and scheduling requirements.
  - (ii) Prepare required addenda to Contract Documents.
  - (iii) Participate in pre-award conference when necessary.
- 2.6.2 Architect's assistance to the County shall include review and comment on the guaranteed maximum price proposal as submitted by the Construction Manager. Architect's reviews and comments shall also consider the conformity with Bid Documents.
- 2.6.3 Architect will submit each month a statement, in triplicate, to the County for payment of the percentage of work done during this phase of the Contract. Five percent (5%) of the Architect's Basic Services fee shall be authorized for this phase of the work.

## **2.7 Construction Phase-Administration of the Construction Contract(s)**

- 2.7.1 The Construction Phase will commence with the award of the construction contract(s) and will terminate sixty (60) days after acceptance by County of the Project as described herein. It is understood, however, that the Architect shall continue to assist the County in correction

of defects in Project materials and workmanship, resolution by the Contractor(s) of defects in Project materials and workmanship, and resolution of Project-related claims and disputes, but in no case past the warranty period of the Contractor(s).

- 2.7.2 When requested by the County, Architect will render interpretations necessary for the proper execution or progress of the work with reasonable promptness as required by the demands of the Project.
- 2.7.3 Architect shall keep the County fully informed in writing of the progress of the Project, on a monthly basis, during the Construction Phase; and after issuance of the "work order" to proceed with the work, all of the County's instructions to the Contractor(s) will be issued through the Architect. Instructions which modify the drawings and specifications shall be issued by the Architect to the Contractor(s).
- 2.7.4 Architect shall provide, during construction, on-site construction observation, visiting the site to the extent necessary to familiarize itself with the progress and quality of the work, and to determine if the work is proceeding in accordance with the Contract Documents. Field Reports of each visit shall be prepared by Architect and submitted to County by the 10<sup>th</sup> of each month. The Architect shall submit a written report which shall constitute a representation by Architect to the County, based on observations at the site that to the best of the Architect's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents, (subject to an evaluation of the work as a functioning whole upon substantial completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to Project completion, and to any specific qualifications stated in the Architect's report). Architect shall, upon request of the County, make oral presentations to the Commissioners Court to keep the Court fully informed of the status of the Project.

Architect shall employ all reasonable measures to safeguard County against defects and deficiencies in the work of the Contractor(s). Architect shall not be responsible for the construction means, methods, techniques, sequences of procedures, nor for the safety precautions and programs employed in connection with the work. However, Architect will promptly inform the County's Representative, and County whenever defects and deficiencies in the work are observed, or when any observed actions or omissions are undertaken by the Contractor(s) which are not in the best interest of the County and the Project.

- 2.7.5 Architect shall have authority through the County's Representative to reject work which does not conform to the Contract Documents, it being understood that no such action will be taken without the prior consultation and approval by the County for such work rejection. No prior consultation shall be necessary by the Architect whenever in Architect's professional opinion failure to reject the work constitutes an immediate hazard to the Project or its workers. Architect shall make recommendations on all claims and disputes of County or Contractor(s) relating to the execution and progress of the work or the interpretation of the Contract Documents, based upon such review and analysis by Architect as may reasonably be required.



In the event of litigation, where Architect is named as an additional party with the County, such assistance will include the availability of knowledgeable witnesses in the employ of Architect for expert testimony at no costs to the County.

- 2.7.6 Architect shall review shop drawings, samples and other submissions of the Contractor(s) for conformance with the design concept of the Project and with the information given in the Contract Documents. Within ten (10) days of receipt from Contractor(s), Architect shall notify the Contractor(s) of any exceptions, revisions, corrections or defects, so that appropriate action can be taken. Architect shall establish and implement procedures, for expediting the processing and review of these submissions without delay. Prompt review by Architect of submissions is of prime importance to County under the time constraints of the Project.
- 2.7.7 Architect shall prepare Change Orders to the construction contract(s), in six (6) copies, after review and approval by County. Each Change Order shall be specific and final as to prices and extensions of time, with no reservations or other provisions allowing for future additional money or time as a result of the particular changes identified and fully compensated in the Change Order. Change Orders shall be submitted through the County's Representative for consideration prior to the submission to the County.
- 2.7.8 Architect shall determine the dates of substantial completion and final completion, shall receive written guarantees and related documents assembled by the Contractor(s) for submittal with the final Certificate for Payment, and shall prepare and present a final Certificate for Payment to the County for their approval and payment. In addition, Architect shall make a site visit of the Project at least thirty (30) days before expiration of the one (1) year Warranty contained in the Contractor(s) Performance Bond and shall submit a written report of such site visit to the County within five (5) days from the date of the visit.
- 2.7.9 Architect shall attend regularly scheduled progress meetings with the Contractor(s) at a site in Tom Green County. Minutes of these meetings shall be prepared by the Architect with copies submitted to all attendees and County.
- 2.7.10 Architect shall have authority, through the County, to recommend minor changes in the construction work, consistent with the Contract Documents, and not involving an adjustment in the Contractor(s) bid price or an extension of the Project Performance Schedule. Such changes shall be accomplished by Field Order. In addition, Architect may issue written clarifications which interpret the Plans and specifications, with copies submitted to the Construction Manager and County's Representative.
- 2.7.11 Upon completion of the construction work, the Architect shall prepare and deliver to County a set of reproducible Record Construction Drawings and Record Construction specifications which conform to the marked-up prints, drawings and other data furnished to the Architect by the Contractor(s). This set of Record Construction Drawings and Record Construction specifications will show the reported location of the various project elements and significant changes made during the construction process and shall include the location of mechanical

and electrical service lines and HVAC and outlets and of water, sewer, gas and storm drainage lines. The Architect cannot warrant the accuracy of the information set forth in the Record Construction Drawings and Record Construction specifications due to the fact that said information is based upon unverified information provided by third parties. However, Architect represents that it will use its best efforts to verify the accuracy of the information during the construction phase.

- 2.7.12 Architect will submit each month a statement, in triplicate, to the County for payment of the percentage of work done during this phase of the Contract. Twenty-five percent (25%) of the Architect's Basic Services fee shall be authorized for this phase of the work.

### **ARTICLE 3 -- TOTAL CONSTRUCTION COST**

- 3.1 The fixed limit of Total Construction Cost for this Project shall not be more than Twelve Million Ninety-Three Thousand Eight Hundred Forty and No/100 Dollars (\$12,093,840.00) which shall not include the compensation and payments to the Architect for architectural services and reimbursable expenses associated with the Project. The Total Construction Cost of this Project shall include the Construction Manager's fee, costs and expenses and all direct and out-of-pocket costs and expenses as incurred by County associated with the Project. This amount is established as a condition of this Contract, and shall provide the basis for Architect's design decisions. Architect, in consultation with County's Representative, Commissioners Court and Construction Manager, shall determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and will make reasonable adjustments in the scope of the Project to bring it within the fixed limit. With County approval, Architect may also include in the Contract Documents alternate bids to adjust the Total Construction Cost to the fixed limit.
- 3.2 If the lower responsible bid or bids is within the fixed limit of Total Construction Cost for the Project, or in the case that the Project is not bid, and the Architect's latest detailed estimate of Probable Total Construction Cost is still less than the fixed limit of Total Construction Cost for the Project established as a condition of this Contract, County shall pay the Architect fees for Basic Services through the Bidding Phase in accordance with this Contract.
- 3.3 If the proposed Guaranteed Maximum Price exceeds its portion of the Total Construction Cost for the Project as established as a condition of this Contract, County at its sole option may either (1) give written approval of an increase in such fixed limit, with no obligation to increase Architect's fee unless there has been a material change in scope of the Project, or (2) authorize rebidding within a reasonable time, and cooperate in revising the Project scope and quality as required to reduce the Probable Total Construction Cost. In the case of (2), Architect, without additional charge, shall promptly modify the Drawings and Specifications as necessary to bring the Project's Total Construction Cost within the budgeted fixed limit, or within any higher fixed limit subsequently authorized by County. The providing of this service shall be the limit of Architect's responsibility in this regard, and having done so,

Architect shall be entitled to the Architect fees through the Bidding Phase in accordance with this Contract.

#### **ARTICLE 4 -- REIMBURSABLE EXPENSES**

- 4.1 Reimbursable Expenses are in addition to the compensation for Basic Services and include expenditures made by the Architect for the expenses listed in the following paragraphs:
- (a) Expense of photographic reproduction techniques when used in connection with Additional Service, if any;
  - (b) Expense of renderings, models and mock-ups requested by the County in writing;
  - (c) Reimbursable fees and expenses of consultants if approved in advance and in writing by the County;
  - (d) Fees, permits and regulatory approval costs;
  - (e) Printing, postage and overnight delivery services;
  - (f) Items requested by County which are not the norm for Architectural Services; and
  - (g) Expenses for transportation in connection with the Project including out-of-town travel, lodging and subsistence, and electronic communications.
- 4.2 Reimbursable expenses as described in paragraph 4.1 shall be reimbursed to the Architect by the County at a multiple of one point ten (1.10) times the expense actually incurred and paid by the Architect, the Architect's employees, and consultants in the Project.
- 4.3 Payments for reimbursable expenses are due and payable thirty (30) days from the date the County receives the Architect's invoice and supporting documentation.

#### **ARTICLE 5 -- COMPENSATION AND PAYMENTS TO THE ARCHITECT**

- 5.1 The Total Construction Costs shall be the total out-of-pocket cost to the Owner of all elements of the Project designed or specified by the Architect and approved by the County.
- 5.2 Total Construction Costs does not include the compensation of the Architect and Architect's consultants, and Architect reimbursable expenses; however, it does include the Construction Manager's fee, compensation and expenses.
- 5.3 The fee amount for compensation for the Architect's Basic Services as described in Article 2 is based on the scope of the Project described in Article 1 and Exhibit 1. Completion of the Project, and compensation for the Architect's Basic Services shall not exceed One Million

Two Hundred Nine Thousand Three Hundred Eighty-Four and No/100 Dollars (\$1,209,384.00) exclusive of reimbursable expenses which shall not exceed One Hundred Twenty Thousand and No/100 Dollars (\$120,000.00).

- 5.4 Payments on account of the Architect's Basic Services shall be made monthly in proportion to the degree of completion of each phase of the work. On any phase of the work which takes less than one month to complete, the Architect may submit his invoice immediately and receive payment as authorized by law. Payment shall be made on percentages of the Basic Fee as follows:

Schematic Design Phase	\$181,407.00	15.0%
Design Development Phase	\$181,407.00	15.0%
Construction Documents Phase	\$483,754.00	40.0%
Fund Development Phase	0.00	0.0%
Bidding Phase	\$60,470.00	5.0%
Construction Phase	<u>\$302,346.00</u>	<u>25.0%</u>
TOTAL	\$1,209,384.00	100.0%

- 5.5 Payment for authorized reimbursable expenses for Architect, as hereinabove referred to, shall be made following presentation, review and approval of the Architect's detailed invoice including supporting documentation in triplicate.
- 5.6 No deduction shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractor(s).
- 5.7 No addition shall be made to the Architect's compensation based upon Project construction claims, whether paid by the County or denied.
- 5.8 If any work designed or specified by the Architect during any phase is abandoned or suspended by County, in whole or in part, Architect is to be paid for the services performed prior to receipt of written notice from the County of such abandonment or suspension.
- 5.9 Architect's invoices to County shall provide complete information and documentation to substantiate Architect's charges, fees, and costs. Payments to the Architect shall be made on the basis of the invoices submitted by the Architect and approved by the County. Such invoices shall conform to the schedule of service and costs in connection therewith set out hereinabove. All Reimbursable Expenses shall be clearly shown. Should additional backup material be requested by the County, Architect shall promptly comply with such request. In this regard, should the Commissioners Court determine it is necessary, Architect shall make all records, documents and books relating to this Contract available to the County or its representative for inspection and auditing purposes.
- 5.10 County reserves the right to correct any error that may be discovered in any invoice that may have been paid to the Architect and to adjust the same to meet the requirements of the

Contract. Following approval of invoices, County will pay Architect within thirty (30) days after receipt by County of a conforming invoice; however, under no circumstances shall Architect be entitled to receive interest on amounts due.

#### **ARTICLE 6 -- ARCHITECT'S ACCOUNTING RECORDS**

- 6.1 Records of Architect's direct personnel, Architect and reimbursable expenses pertaining to the Project and records of accounts between County and Architect shall be kept on a generally recognized accounting basis and shall be available to County or its authorized representatives at mutually convenient times for a minimum of three (3) years after the issuance of Final Completion.

#### **ARTICLE 7 -- TERMINATION, DEFAULT, TIME OF THE ESSENCE, AND FORCE MAJEURE**

- 7.1 In connection with the work outlined in this Contract, it is agreed and fully understood by Architect that County may cancel or indefinitely suspend further work hereunder or terminate this Contract upon ten (10) days written notice to Architect with the understanding that immediately upon receipt of said notice, all work and labor being performed under this Contract shall cease. Architect shall invoice the County for all work satisfactorily completed and shall be compensated in accordance with the terms of this Contract for all work accomplished prior to the receipt of said notice. No amount or claim shall be due for loss of anticipated profits. Reproducible original plans, field surveys, maps, cross sections and other data, designs and work related to the Project shall become the property of the County and upon termination of this Contract and payment therefor, and shall be promptly delivered to County in a reasonable organized form without restriction on future use. Should County subsequently contract with a new Architect for continuation of services on the Project, Architect shall cooperate fully in providing information and documentation as requested by the County or its authorized representatives.
- 7.2 Nothing contained in paragraph 7.1 above shall require the County to pay for any work under the terms of this agreement which is not performed in accordance with this Contract or which is not submitted in compliance with the terms of this Contract. The County shall not be required to make any payments to the Architect when the Architect is in default under this Contract, nor shall this Article constitute a waiver of any right, at law and at equity, which the County may have if the Architect is in default, including the right to bring legal action for damages or to enforce specific performance of this Contract.
- 7.3 If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, through no act or fault of the Architect, or if the Architect's work should be stopped for a period of thirty (30) days by the County's failure to make payment thereon, then Architect may, upon ten (10) days written notice to the County, terminate this agreement and recover from the County payment for all work approved and completed.

- 7.4 Architect understands and agrees that time is of the essence and that any failure by Architect to complete the services for each phase of this Contract within the agreed Project Performance Schedule set forth within paragraph 2.1.7, adjusted for approved time extensions, will constitute a material breach of this Contract. The Architect shall be fully responsible for its delays or for failures to use its best efforts in accordance with the terms of this Contract. Where damage results to the County due to the Architect's failure to perform in these circumstances, the County may withhold, to the extent of such damages, Architect's payments hereunder without waiver of any of County's additional legal rights or remedies.
- 7.5 Neither County or Architect shall be deemed in violation of this Contract if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible or circumstances beyond its control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.
- 7.6 If the Project is stopped through no act or fault of the Architect and said Project is resumed after a ninety (90) day time period, Architect may request of the County such cost and expenses as necessary for start-up expenses to resume work on the Project.

#### **ARTICLE 8 -- OWNERSHIP OF DOCUMENTS**

- 8.1 All plans and drawings will be prepared and submitted by Architect to County for approval on a minimum 30-inch by 42-inch drafting sheet, with all lettering processed in ink or pencil and clearly legible when the sheets are reproduced and reduced to half size.
- 8.2 All Architect's design and work products under this Contract including, but not limited to, tracings, drawings, estimates, specifications, studies and other documents, completed or partially completed, shall be the property of the County; and Architect specifically waives and releases any proprietary rights or ownership claims therein. Architect may retain a reproducible copy of all work products; however, the County reserves the right, so long as such work product exists, to obtain copies, reproducible or otherwise, from Architect at County's expense but without any additional fee or charge by Architect.
- 8.3 Architect shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by the Architect, or anyone connected with the Architect, including agents, employees, consultants, or subcontractors. All documents damaged shall be replaced or restored by Architect without cost to County.
- 8.4 The documents referenced in this Article are not intended or presented by the Architect to be suitable for reuse by the County or others on extensions of this Project or on other unrelated projects. Any adaptation or use by the County of these documents on extension of this Project or other unrelated projects shall be the County's sole risk. The County agrees to hold harmless the Architect against all damages, claims and losses arising out of such reuse of the plans.

- 8.5 Upon completion of the construction of the Project, Architect shall, within thirty (30) calendar days following receipt from Contractor or Construction Manager of record drawings, deliver to County the reproducible Record Drawings and Record Specifications as previously described in Section 2.7.11 hereinabove.

#### ARTICLE 9 -- GENERAL, SUPPLEMENTARY AND SPECIAL CONDITIONS: CONTRACT ADMINISTRATION

- 9.1 County's general conditions are to be used by Architect with such adjustments as may be necessary for specific cases or instances. Any special conditions pertaining to the Project will be included under the special conditions portion of the Construction Documents.
- 9.2 This Contract shall be administered on behalf of the County by its representative, and Architect shall comply with instructions from said representative. Any dispute arising hereunder shall be submitted to the Commissioners Court, whose decision in the matter shall be final and binding.
- 9.3 Architect may not engage any consultant not associated with the Basic Services as defined in Article 2 without prior written consent and approval by the County. A request by the Architect for County's consent and approval shall be submitted in writing. If granted, such consent and approval shall not relieve Architect of any of its duties, obligations, liabilities or responsibilities under this agreement.

#### ARTICLE 10 -- INSURANCE

- 10.1 During the period of this Contract, Architect shall maintain at its sole expense, insurance with limits no less than those prescribed below:

(a) General Liability (including Contractual Liability)

Bodily Injury and Property Damage	\$1,000,000.00 Limit per Occurrence
Aggregate	\$2,000,000.00

(b) Automobile Liability

Bodily Injury and Property Damage	\$1,000,000.00 Limit per Occurrence
--------------------------------------	-------------------------------------

(c) Workers' Compensations Statutory Benefits plus \$500,000.00 Employer's Liability

- 10.2 With respect to the required insurances listed in Section 10.1 (a), (b) and (c), Architect shall

have the policies endorsed to:

- (a) Name Tom Green County as an additional insured as its interest may appear (except 10.1.(c));
- (b) Provide Tom Green County a waiver of subrogation;
- (c) Provide Tom Green County with a thirty (30) day advance written notice of cancellation or material change to said insurance; and
- (d) Provide Tom Green County with Certificates of Insurance evidencing required coverages upon acceptance of this Contract by Commissioners Court.

- 10.3 During the period of this Contract and for an additional two (2) year period after Final Completion of the Project, Architect shall maintain, at its expense, Architect's Errors and Omissions Insurance with limits not less than Two Million Dollars (\$2,000,000.00) per claim and an aggregate of not less than Two Million Dollars (\$2,000,000.00).

With respect to the Architect's Errors and Omissions Insurance, Architect shall:

- (a) provide Tom Green County with a thirty (30) day written notice of cancellation, non-renewal or material change to said insurance;
- (b) provide Tom Green County with written notice of fifty percent (50%) of the impairment of the aggregate; and
- (c) provide Tom Green County with Certificate of Insurance evidencing required coverage upon acceptance of this Contract by Commissioners Court.

- 10.4 All policies of insurance shall be written by an insurance carrier authorized to do business in the State of Texas with an A.M. Best Rating of A- or better. Architect shall furnish the County with certificates of insurance issued by the insurer. Architect shall obtain and provide to the County evidence of its purchase of twelve (12) months extended coverage in the event said policies of insurance are claims made policies. The extended coverage relates to discovery of unknown, undiscovered and unreported claims that may be filed after the termination of this Contract.

- 10.5 The County and Architect waive all rights against each other, and Contractor(s) for damages caused by perils covered by insurance provided under the County's Builder's Risk Policy, except such rights as they may have to the proceeds of such insurance held by the County as trustee. The County shall require similar waivers from all Contractor(s).

- 10.6 The County and Architect waive all rights against each other, the Contractor(s) for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The County shall require similar waivers from the Contractor(s).



## **ARTICLE 11 -- RESPONSIBILITY FOR WORK AND INDEMNIFICATION**

- 11.1 Approval by the County shall not constitute nor be deemed a release of the responsibility and liability of Architect, its employees, subcontractors, agents, engineers and consultants for the accuracy and competency of their designs, construction drawings, specifications or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the designs, working drawings, and specifications or other documents prepared by Architect, its employees, subcontractors, agents and consultants.
- 11.2 **ARCHITECT SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, EMPLOYEES, REPRESENTATIVES AND ELECTED OFFICIALS FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEYS FEES, COST OF LITIGATION AND EXPENSES, ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ALL PERSONS, INCLUDING EMPLOYEES OF ARCHITECT OR ANY OF ITS CONSULTANTS, WHICH MAY ARISE FROM AN ACT, ERROR OR OMISSION, DEFECT OR NEGLIGENCE ON THE PART OF ARCHITECT, ITS EMPLOYEES, AGENTS, CONSULTANTS, ENGINEERS OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT, OR ANY BREACH OF ANY OBLIGATION UNDER THIS CONTRACT.**

## **ARTICLE 12 -- ASSIGNMENT**

- 12.1 The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Contract. Architect shall not assign, sublet or transfer any interest in this Contract without the prior written authorization of County.

## **ARTICLE 13 -- AMENDMENTS**

- 13.1 This Contract, representing the entire agreement between the parties, may be amended or supplemented by mutual agreement of the parties hereto in writing.

## **ARTICLE 14 -- COMPLIANCE WITH LAWS**

- 14.1 The Architect, its consultants, engineers, agents, employees and subcontractors shall comply with applicable federal, state and local laws and ordinances where applicable, as amended. Architect will endeavor to obtain all permits and licenses as required in the performance of the professional services contracted for herein.
- 14.2 Architect will pay all taxes, if any, required by law arising by virtue of the services performed hereunder. The County is qualified for exemption pursuant to the provisions of Section 151.309 of the Limited Sales, Excise, and Use Tax found in the Tax Code.

- 14.3 Architect shall not be required to sign any documentation which would result in the Architect having to certify, guarantee or warrant the existence of a condition which the Architect cannot ascertain upon inspection.

#### **ARTICLE 15 -- NON-DISCRIMINATION**

- 15.1 As a condition of this Contract, Architect hereby covenants that it will take all necessary action to ensure that, in connection with any work under this Contract, it and its consultants and subcontractors will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. In this regard, Architect shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period, following Final Completion, of three (3) years, with full access allowed to authorized representatives of the County upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

#### **ARTICLE 16 -- ENFORCEMENT, VENUE, GOVERNING LAWS AND NOTICES**

- 16.1 This Contract shall be enforceable in Tom Green County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Tom Green County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.
- 16.2 Any notice, demand, or request required by or made pursuant to this Contract shall be deemed properly made if made in writing and delivered by hand-delivery, facsimile, and confirmed by first-class mail, postage prepaid, or deposited in the United States mail, postage prepaid, addressed to the respective representative and to the respective address as set forth below. The notice shall be effective on the date of receipt, unless notice is received on a Saturday, Sunday, or legal holiday, it shall be deemed received on the next business day.

#### **IF TO COUNTY:**

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

**IF TO ARCHITECT:**

Name: Malcolm Holzman  
Title: Partner  
Address: Holzman Moss Architecture LLP  
214 West 29<sup>th</sup> Street Tower, 17<sup>th</sup> Floor  
New York, New York 10001  
Telephone: 212/465-0808  
Facsimile: 212/465-2226

**ARTICLE 17 -- RELATIONSHIP OF PARTIES**

- 17.1 Architect undertakes performance of the work as an independent contractor. Nothing herein shall create a relationship of employer and employee, joint venture, or partnership between the County and Architect, its agents, representatives, employees, engineers, consultants or subcontractors, for any purpose whatsoever. Nothing herein shall create a relationship of principal and agent between County and Architect, its agents, employees, representatives, engineers, consultants or subcontractors. Neither party shall have the authority to bind nor obligate the other in any manner as a result of the relationship created hereby.
- 17.2 County shall not have the right to control the manner or prescribe the method by which Architect performs the work. Architect shall be wholly responsible for the architectural services. Architect is entirely and solely responsible for its acts and the acts of its agents, employees, representatives, engineers, consultants and subcontractors engaged in the performance of the work.
- 17.3 Architect's personnel shall be and remain solely the employees of Architect, and at no time or in any manner shall Architect's personnel, employees, agents, representatives, engineers, consultants or subcontractors be considered as or deemed to be employees of County.

**ARTICLE 18 -- TERM**

- 18.1 Unless sooner terminated in accordance with the applicable provisions hereof, or extended by mutual agreement approved by Commissioners Court, the term of this Contract shall be from the date hereof until the final one (1) year warranty inspection or resolution of any outstanding Project related claims or disputes, whichever is later.

**ARTICLE 19 -- FINANCIAL INTEREST PROHIBITED**

- 19.1 Architect covenants and represents that Architect, its officers, employees, agents, representatives, engineers, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

**ARTICLE 20 -- ADDITIONAL SERVICES**

20.1 The following services are not included in Basic Services unless specifically identified in this agreement. They shall be provided if in connection with the Project and if authorized and confirmed in writing by Commissioners Court and they shall be paid for by the County as provided in this agreement in addition to the compensation for Basic Services.

- (a) Providing consultation concerning replacement of any work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such work.
- (b) Preparing to serve or serving as a witness in connection with any public hearing, arbitration proceeding or legal proceeding except as provided in Section 2.7.5 herein.
- (c) Providing any other services not otherwise included in this agreement.

20.2 For other additional services by Architect, if any, it shall be authorized in advance in writing by County, compensation shall be computed as follows:

- (a) Principals' and employees' time at a fixed rate per hour. For the purpose of this agreement, the disciplines are:

Partner	\$250.00 per hour
Project Manager	\$195.00 per hour
Senior Architect/Designer	\$160.00 per hour
Intermediate Architect/Designer	\$135.00 per hour
Junior Architect/Designer	\$95.00 per hour
Administrative Staff	\$85.00 per hour

- (b) Service of Consultants shall be computed at 1.10 times the amounts billed and paid by Architect.

**ARTICLE 21 -- MISCELLANEOUS PROVISIONS**


21.1 It is understood that the employees and elected officials of the County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gratuity or gift for services provided under this Contract. Architect warrants that no employee or agent of the County has been retained to solicit or secure this agreement and that Architect has not paid or agreed to pay any employee or elected official of the County any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the making of this agreement or as an inducement for entering into this agreement. The unauthorized offering or receipt of such payments will subject this agreement to immediate termination by Commissioners Court.

- 21.2 The County has designated Michael D. Brown, Tom Green County Judge, or his designee, as the County's Representative for the Project. The County's Representative shall be fully acquainted with the Project and has the authority to: (1) approve changes in the Project not to exceed \$10,000.00 per change order and only if the change order does not extend the date of substantial completion by more than five (5) days; (2) render decisions promptly consistent with the Project schedule; and (3) furnish information expeditiously as requested by the Architect.
- 21.3 Architect agrees to furnish to the County such information as may be requested which relates to the services described in this Agreement. Architect shall permit the County to audit-inspect records and reports, reviews services, and evaluate the performance of services at any time. Architect shall provide reasonable access to all the records, books, reports, and other necessary data and information requested by the County for the purpose of accomplishing reviews, inspections, and audits of activities, services and expenditures.
- 21.4 Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the County or Architect.
- 21.5 The parties represent that they have the legal power and have taken the requisite action to enter into this Contract. The parties executing this Contract certify by their signatures that they have the legal power, right, and actual authority to bind their respective organizations to the terms and conditions of this Contract, and that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

EXECUTED to be effective October 24, 2006.

**OWNER:**


TOM GREEN COUNTY

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

Date: October 24, 2006

**ARCHITECT:**

HOLZMAN MOSS ARCHITECTURE LLP

By:   
Malcolm Holzman, Partner

Date: OCT 30, 2006

COST MODEL - LIBRARY				
New Cost Model				
CONSTRUCTION COSTS	Alt. Unit #1	Alt. Unit Cost #1	ALT. PROJECT BUDGET #1	Notes
Site Preparation & Selective Building Demolition			\$ -	Inc Below
Site Preparation			\$ -	Inc Below
Selective Building Demolition			\$ -	Inc Below
Subtotal			\$ -	
Building Construction				
New Construction - with finish out	60,500	\$ 168.00	\$ 10,164,000	
New Construction - shell space	22,000	\$ 47.00	\$ 1,034,000	
Subtotal			\$ 11,198,000	
Sitework				
A. Landscape and Hardscape			\$ -	Inc Above
B. Lighting and Site Signage			\$ -	Inc Above
C. Utilities and Infrastructure			\$ -	Inc Above
Subtotal			\$ -	
Subtotal Construction			\$ 11,198,000	
General Conditions, Overhead and Profit			\$ -	Inc Above
Escalation	-8% / Year	8%	\$ 895,840	Calc. at 1 year
Additional Schedule / Phasing Costs - Gen. Conditions			\$ -	Not Applicable
Design Contingency			\$ -	Inc Above
Bonds/Insurance/Builders Risk (Allowance)			\$ -	Inc Above
Total Construction Cost			\$ 12,093,840	
OTHER PROJECT COSTS				
			Subtotal	
FF & E				
A. Furniture - Library	40,000	\$ 23.00	\$ 920,000	
B. Furniture - Public and Support Spaces	20,500	\$ 20.00	\$ 410,000	
Subtotal			\$ 1,330,000	
D. Food Service Equipment			\$ 24,000	
E. Internal Building Signage & Wayfinding	60,500	\$ 1.50	\$ 90,750	
Subtotal			\$ 114,750	
Professional Fees				
A. Pre-Design			\$ 85,250	
B. Pre-Design Reimbursable Expenses			\$ 8,500	
C. Architecture & Engineering		10%	\$ 1,209,384	
D. Special Consultants			\$ 180,000	
1. Specialty Lighting Consultant				
2. Acoustical / AV Consultant				
3. Geotechnical Engineer				
4. Civil/Landscape Engineer				
5. Building/Library Security & IT				
E. Library Consultant (Averus)			\$ 110,000	
F. Leeds Certification			n/a	
G. Interior/FF & E Design (10% Of FF & E)		10%	\$ 133,000	
H. Reimbursable Expenses			\$ 120,000	
Subtotal	±15%		\$ 1,846,134	
Other Costs				
Commissioning		0.2%	\$ 24,000	
			\$ 24,000	
Owner's Administrative Costs				
A. Moving Expenses			\$ 35,000	
B. Permit Fees				
C. Fire Marshall Fees				
D. Inspection Services			\$ 6,000	
E. Surveys and Testing			\$ 40,000	
F. USGBC Submission				
G. Other				
Subtotal			\$ 81,000	
Subtotal Other Project Costs			\$ 3,395,884	
Owner's Construction Contingency on Other Costs		3%	\$ 464,692	
Total Other Costs			\$ 3,860,576	

**TOTAL PROJECT BUDGET** \$ 15,954,416

Exclusions:  
Monthly escalation beyond start date indicated in schedule = \$87,000

HOLZMAN MOSS  
ARCHITECTURE  
Craig Kinney Architects AIA

PROJECT NO. EXHIBIT 2  
TOM GREENE COUNTY LIBRARY  
New Library Construction  
San Angelo, Texas

PROJECT SCHEDULE

DESIGN & PLANNING STAGE											
Phase	SD 1	SD 2	DD1	DD2	DD3	CD1	CD2	CD3	CD4	CD5	CD6
Calendar Month	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07
Month of Project	1	2	3	4	5	6	7	8	9	10	11

FUND DEVELOPMENT  
PHASE

PRO PHASE

CONSTRUCTION - 18 MONTHS

PRO PHASE	PRO1	PRO2	PRO3	PRO4	PRO5	PRO6	PRO7	PRO8	PRO9	PRO10	PRO11	PRO12	PRO13	PRO14	PRO15	PRO16	PRO17	PRO18	PRO19	PRO20	PRO21	PRO22	PRO23	PRO24	PRO25	PRO26	PRO27	PRO28	PRO29	PRO30	PRO31
Calendar Month	Sep-07	Oct-07	Nov-07	Dec-07	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10
Month of Project	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										

Concept Review  
Owner Review

Stakeholder Design (65 days)

Owner Review  
Owner Review Meeting - Dec  
Owner Review Meeting - Jan  
Owner Review Meeting - Feb  
Owner Review Meeting - Mar  
Owner Review Meeting - Apr  
Owner Review Meeting - May  
Owner Review Meeting - Jun  
Owner Review Meeting - Jul  
Owner Review Meeting - Aug  
Owner Review Meeting - Sep  
Owner Review Meeting - Oct  
Owner Review Meeting - Nov  
Owner Review Meeting - Dec

Design Development (100 days)

Owner Review  
Owner Review Meeting - Feb  
Owner Review Meeting - Mar  
Owner Review Meeting - Apr  
Owner Review Meeting - May  
Owner Review Meeting - Jun  
Owner Review Meeting - Jul  
Owner Review Meeting - Aug  
Owner Review Meeting - Sep  
Owner Review Meeting - Oct  
Owner Review Meeting - Nov  
Owner Review Meeting - Dec

Construction Documentation (100 days)

Owner Review  
Owner Review Meeting - Jun  
Owner Review Meeting - Jul  
Owner Review Meeting - Aug  
Owner Review Meeting - Sep  
Owner Review Meeting - Oct  
Owner Review Meeting - Nov  
Owner Review Meeting - Dec

Final Development Phase (60 days)

Phase can be concurrent or following CD phase

Building (65 days)

Construction Phase (60 days)

Owner Move

DATE

**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, 2006 to August 31, 2007.

**WITNESSETH:**

**I.**

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 child 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.

-----

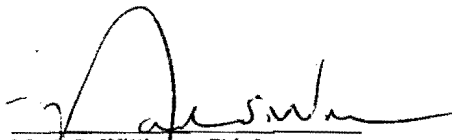
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating 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.

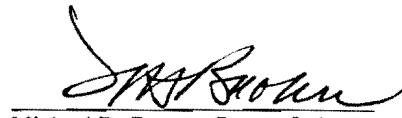
This contract is in lieu of all previous contracts between Tom Green County and Brown County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

Executed in duplicate this the 24, day of Oct, 2006, to be effective September 1, 2006, each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

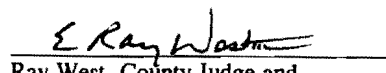
COMMISSIONERS' COURT OF  
TOM GREEN COUNTY, TEXAS

  
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 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, 2006 to August 31, 2007.

**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 removed by Concho 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 Concho 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 Concho County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Concho 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 Concho 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) Concho 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 Concho 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.

---

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 Concho County for such children placed in the facility by the Judge of Concho County

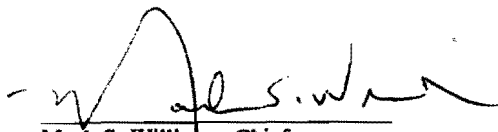
having juvenile jurisdiction.

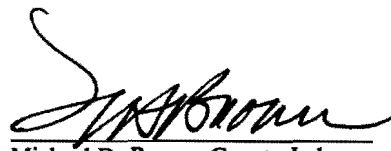
This contract is in lieu of all previous contracts between Tom Green County and Concho County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

Executed in duplicate this the 24, day of OCT, 2006, to be effective September 1, 2006, each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

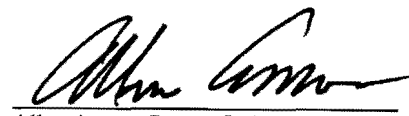
COMMISSIONERS' COURT OF  
TOM GREEN COUNTY, TEXAS

  
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

\_\_\_\_\_  
Concho County

  
Allen Amos, 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 Coke acting by and through its duly authorized representatives, the Commissioners' Court of Coke County, Texas, Roy Blair, Coke County Judge, to be effective September 1, 2006 to August 31, 2007.

**WITNESSETH:**

**I.**

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Coke 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 Coke County for such use and purpose, and Coke 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, Coke 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 Coke County.

(3) Coke 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 Coke County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Coke County and to request that Coke County be billed for the same. Coke 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 Coke 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 Coke County may be denied if space limitations require.

(6) Children from Coke 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 Coke 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 Coke 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 Coke 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 Coke 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 Coke 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 Coke 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 Coke 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 Coke 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 Coke 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 Coke 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 Coke County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Coke 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 Coke 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) Coke 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 Coke 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.

---


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 Coke County for such children placed in the facility by the Judge of Coke County having juvenile jurisdiction.


This contract is in lieu of all previous contracts between Tom Green County and Coke 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 24 day of Oct, 2006, to be effective September 1, 2006, each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

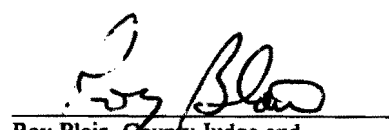
COMMISSIONERS' COURT OF  
TOM GREEN COUNTY, TEXAS

  
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

\_\_\_\_\_  
Coke County

  
Roy Blair, 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, 2006 to August 31, 2007.

**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 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 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 arrive 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.

-----

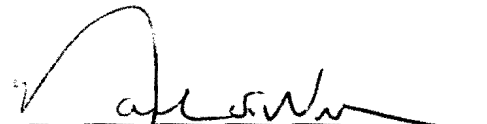
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating 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 24, day of Oct, 2006, to be effective September 1, 2006, 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

September 12, 2006  
Irion County

, August 29, 2006  
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 Runnels acting by and through its duly authorized representatives, the Commissioners' Court of Runnels County, Texas, Marilyn Egan, Runnels County Judge, to be effective September 1, 2006 to August 31, 2007.

**WITNESSETH:**

**I.**

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Runnels 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 Runnels County for such use and purpose, and Runnels 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, Runnels 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 Runnels County.

(3) Runnels 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 Runnels County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Runnels County and to request that Runnels County be billed for the same. Runnels 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 Runnels 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 Runnels County may be denied if space limitations require.

(6) Children from Runnels 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 Runnels 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 Runnels 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 Runnels 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 Runnels 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 Runnels 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 Runnels 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 Runnels 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 Runnels 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 Runnels 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 Runnels 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 Runnels County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Runnels 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 Runnels 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) Runnels 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 Runnels 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 arrive 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.

-----


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 Runnels County for such children placed in the facility by the Judge of Runnels County having juvenile jurisdiction.


This contract is in lieu of all previous contracts between Tom Green County and Runnels 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 12th, day of September, 2006, to be effective September 1, 2006, each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

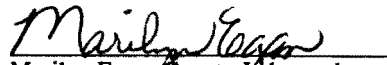
COMMISSIONERS' COURT OF  
TOM GREEN COUNTY, TEXAS

  
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

\_\_\_\_\_  
Runnels County

  
Marilyn Egan, 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 Schleicher acting by and through its duly authorized representatives, the Commissioners' Court of Schleicher County, Texas, Johnny Griffin, Schleicher County Judge, to be effective September 1, 2006 to August 31, 2007.

**WITNESSETH:**

**I.**

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Schleicher 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 Schleicher County for such use and purpose, and Schleicher 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, Schleicher 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 Schleicher County.

(3) Schleicher 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 Schleicher County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Schleicher County and to request that Schleicher County be billed for the same. Schleicher 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 Schleicher 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 Schleicher County may be denied if space limitations require.

(6) Children from Schleicher 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 Schleicher 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 Schleicher 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 Schleicher 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 Schleicher 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 Schleicher 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 Schleicher 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 Schleicher 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 Schleicher 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 Schleicher 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 Schleicher 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 Schleicher County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Schleicher 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 Schleicher 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) Schleicher 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 Schleicher 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 arrive 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.

-----

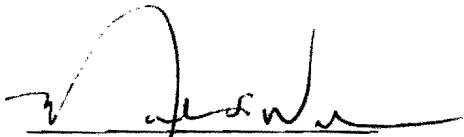
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating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

This contract is in lieu of all previous contracts between Tom Green County and Schleicher 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 24 day of OCT, 20 06, to be effective September 1, 2006, each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

COMMISSIONERS' COURT OF  
TOM GREEN COUNTY, TEXAS

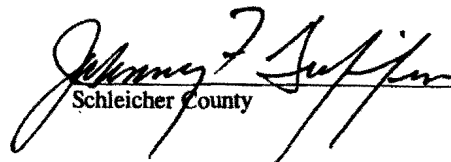
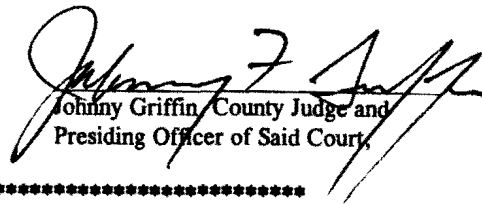


Mark S. Williams, Chief  
Juvenile Probation Officer  
Tom Green County, Texas



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

COMMISSIONERS' COURT OF

  
Schleicher County  
Johnny Griffin, 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 Sterling acting by and through its duly authorized representatives, the Commissioners' Court of Sterling County, Texas, Robert L. Browne, Sterling County Judge, to be effective September 1, 2006 to August 31, 2007.

**WITNESSETH:**

**I.**

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Sterling 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 Sterling County for such use and purpose, and Sterling 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, Sterling 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 Sterling County.

(3) Sterling 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 Sterling County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Sterling County and to request that Sterling County be billed for the same. Sterling 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 Sterling 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 Sterling County may be denied if space limitations require.

(6) Children from Sterling 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 Sterling 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 Sterling 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 Sterling 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 Sterling 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 Sterling 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 Sterling 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 Sterling 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 Sterling 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 Sterling 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 Sterling 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 Sterling County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Sterling 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 Sterling 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) Sterling 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 Sterling 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 arrive 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.

-----

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 Sterling County for such children placed in the facility by the Judge of Sterling County having juvenile jurisdiction.

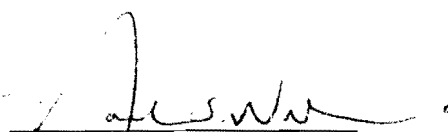
This contract is in lieu of all previous contracts between Tom Green County and Sterling County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

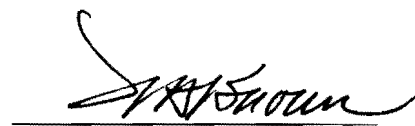


Executed in duplicate this the 24, day of OCT, 2006, to be effective September 1, 2006, each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

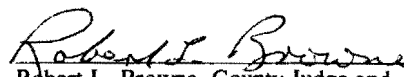
COMMISSIONERS' COURT OF  
TOM GREEN COUNTY, TEXAS

  
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

\_\_\_\_\_  
Sterling County

  
Robert L. Browne, County Judge and  
Presiding Officer of Said Court,

\*\*\*\*\*

## PROCLAMATION

Across the great state, many Texans make the decision to seek professional in-home care for disabled, elderly or chronically ill family members and loved ones. Home care providers offer assistance with daily activities and provide professional medical care. By providing the warmth and comfort of the home environment and the professional care of the hospital setting, home care offers many Texans the opportunity to live with their families and friends while receiving the care that they need.

The Texas Association of Home Care (TAHC) includes more than 600 licensed Home and Community Support Services Agencies that provide home care and other community support services. The support network formed by this dedicated group of home care professionals continues to play a vital role in health care delivery.

To highlight the importance of this issue and to promote the availability and advantages of home care TAHC and home care providers throughout the State of Texas have designated November for a month of awareness.

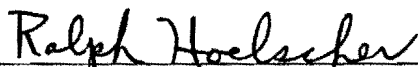
At this time, the Tom Green County Commissioners' Court encourages all Texans to learn more about home care options and to recognize the invaluable contributions of home care providers. Their work helps ensure a better quality of life for many Texans and their loved ones.

Therefore, the Tom Green County Commissioners' Court do hereby proclaim November 2006, Home Care Month in Texas, and urge the appropriate recognition whereof.

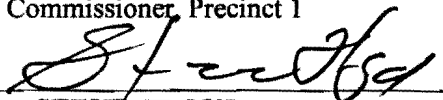
In official recognition whereof, we hereby affix our signatures this 24<sup>th</sup> day of October, 2006.



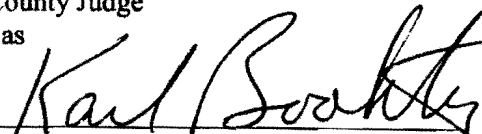
MICHAEL D. BROWN, County Judge  
Tom Green County, Texas



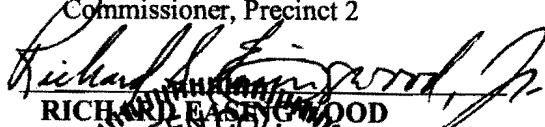
RALPH HOELSCHER  
Commissioner, Precinct 1



STEVE FLOYD  
Commissioner, Precinct 3



KARL BOOKER  
Commissioner, Precinct 2



RICHARD EASTWOOD, JR.  
Commissioner, Precinct 4




ATTEST:



ELIZABETH MCGILL  
Tom Green County Clerk

VOL. 85 PG. 674



	<b>Governor's Division of Emergency Management</b>					
<b>2006 Sub-Recipient Agreement</b> for <b>Tom Green County</b>						
Date of Award <b>9/29/2006</b>						
<b>1. Sub-Recipient Name and Address</b>  Judge Michael D. Brown Tom Green County 122 West Beauregard San Angelo, TX 76903	<b>2. Prepared by:</b> GDEM/SAA	<b>3. Award Number:</b> 06-SR 48451-01				
<b>4. Federal Grant Information</b>						
<b>Federal Grant Title:</b>		<b>Homeland Security Grant Program</b>				
<b>Federal Grant Award Number:</b>		2006-GE-T6-0068				
<b>Date Federal Grant Awarded to GDEM:</b>		June 30, 2006				
<b>Federal Granting Agency:</b>		Office of Grants and Training U.S. Department of Homeland Security				
<b>5. Award Amount and Grant Breakdowns</b>						
<b>Total Award Amount</b>  <b>\$29,820.00</b>	<b>Note: Additional Budget Sheets (Attachment A): No</b>					
	<b>CCP</b> 97.053	<b>LETPP</b> 97.074	<b>MMRS</b> 97.071	<b>SHSP</b> 97.073	<b>UASI</b> 97.008	<b>Other</b>
	\$0.00	\$29,820.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Performance Period:</b> 7/1/2006 To 2/28/2008					
<b>6. Statutory Authority for Grant:</b> This project is supported under Public Law 109-90, the Department of Homeland Security Appropriations Act of 2006.						
<b>7. Method of Payment:</b> Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.						
<b>8. Debarment/Suspension Certification:</b> The Sub-Recipient certifies that the jurisdiction and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <a href="http://www.epls.gov">http://www.epls.gov</a> .						
<b>9. Agency Approval</b>						
<b>Approving GDEM Official:</b>  Jack Colley, Chief Division of Emergency Management Office of the Governor			<b>Signature of GDEM Official:</b>  			
<b>10. Sub-Recipient Acceptance</b>						
<b>I have read and understand the attached Terms and Conditions.</b>						
<b>Type name and title of Authorized Sub-Recipient official:</b>  Mike Brown County Judge Tom Green County			<b>Signature of Sub-Recipient Official:</b>  			
<b>11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:</b> 75-6001184					<b>12. Date Signed :</b> 10-24-06	
<b>13. DUE DATE:</b> 11/1/2006 Signed award and Direct Deposit Form (if applicable) must be returned to GDEM on or before the above due date.						

## TERMS AND CONDITIONS

### PURPOSE AND OVERVIEW

Sub-grant funds provided shall be used to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism as described in the federal program guidelines, specifically: planning, equipment, training and exercise needs. All costs under these categories must be eligible under OMB Circular No. A-87 Attachment A, located at <http://www.whitehouse.gov/omb/circulars/index.html>.

### 1. AWARD ACCEPTANCE

The **Notice of Sub-recipient Award** is only an offer until the sub-recipient returns the signed copy of the Notification of Sub-recipient Award in accordance with the date provided in the transmittal letter.

### 2. GUIDANCE

This Sub-recipient is subject to the program guidance contained in the U.S. Department of Homeland Security (DHS) FY 2006 Homeland Security Grant Program Guidelines and Application Kit. The Program Guidance and Application Kit can be accessed at [http://www.ojp.usdoj.gov/odp/grants\\_programs.htm](http://www.ojp.usdoj.gov/odp/grants_programs.htm). G&T periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. Office of Grants and Training (OGT)'s Information Bulletins can be accessed at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm> and are incorporated by reference into this sub-grant. This sub-award is also subject to any Homeland Security Grant Program (HSGP) grant guidance issued by GDEM.

### 3. COMPLIANCE

- A. Sub-recipient hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. parts 18, 22, 23, 30, 35, 38, 42, 61, and 63, 66 or 70 (administrative requirements for grants and cooperative agreements).
- B. Sub-recipient will comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the *Office of Grant Operations (OGO)'s Financial Management Guide* (Jan 2006) at [www.dhs.gov/dhspublic/interweb/assetlibrary/Grants\\_FinancialManagementGuide.pdf](http://www.dhs.gov/dhspublic/interweb/assetlibrary/Grants_FinancialManagementGuide.pdf).
- C. When implementing Office of Grants and Training (OGT) funded activities, the sub-recipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The sub-recipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting OGT funded activities.
- D. Sub-recipient agrees to comply with the applicable financial and administrative requirements set forth in the current edition of the Office of Grant Operations (OGO) Financial Management Guide located at <http://www.ojp.usdoj.gov/oc/>.

- E. Sub-recipient will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321). (Federal Assurance)
- F. Sub-recipient must comply (and must require contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations). (Federal Assurance)
- G. If the sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance)
- H. If the sub-recipient is a governmental entity, it must comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance. (Federal Assurance)
- I. The sub-recipient will cooperate with any Federal, State or Council of Governments assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
- J. Sub-recipient agrees to comply with any additional requirements set by their Council of Governments (COG) in the project notes area on the SPARS website for each project, i.e. mutual aid agreements and UASI working group approvals, if applicable.
- K. Drug Free Workplace

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620. The sub-recipient certifies that it will or will continue to provide a drug-free workplace by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2) Establishing an on-going drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the grantee's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 3(K)(1);

- 4) Notifying the employee in the statement required by paragraph (3)(K)(1) that, as a condition of employment under the grant, the employee will abide by the terms of the statement; and Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5) Notifying the Governor's Division of Emergency Management/State Administrative Agency (GDEM/SAA), in writing, within 10 calendar days after receiving notice under subparagraph 3(K)(4), from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to GDEM/SAA. Notice shall include the identification number(s) of each affected grant;
- 6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 3(K)(4), with respect to any employee who is so convicted
  - a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1), 2), 3), 4), 5), and 6). (Federal Certification)

#### 4. FAILURE TO COMPLY

GDEM/SAA may suspend or terminate sub-award funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, or filing a false certification or other report or document. Satisfactory Progress is defined as accomplishing the following during the performance period of the grant: deciding what purchases will be made, ordering the equipment, ensuring the equipment is shipped and received, and training is accomplished with the equipment (or readied for deployment). All of the aforementioned task must be accomplished in a timely manner. **Special Conditions may be imposed on sub-recipient's use of grant funds until problems identified during grant monitoring visits conducted by GDEM audit and compliance personnel are resolved..**

#### 5. CONFLICT OF INTEREST

The sub-recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

#### 6. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the sub-recipient certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the sub-recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

#### **7. DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510. (Federal Certification)

The sub-recipient certifies that it and its principals and vendors:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; sub-recipients can access debarment information by going to [www.epls.gov](http://www.epls.gov).
- B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- D. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- E. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification)

#### **8. MONITORING**

- A. Sub-recipient will provide GDEM, State Auditor, or DHS personnel or their authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
- B. Sub-recipient agrees to monitor their program to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that the performance goals are achieved. In addition, Councils of Governments will perform periodic monitoring of grant recipients to ensure compliance.

- C. GDEM/SAA may perform periodic reviews of sub-recipient performance of eligible activities and approved projects. These reviews may include, without limitation: performance of on-site audit and compliance monitoring, including inspection of all grant-related records and items, comparing actual sub-recipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, verifying information provided in performance reports and reviewing payment requests, needs and threat assessments and strategies.

## 9. REPORTING

- A. A-133 Reporting Requirement – All sub-recipients must submit an audit report to the Federal Audit Clearinghouse if they expended more than \$500,000 in federal funds in one fiscal year. The federal Audit Clearinghouse submission requirements can be found at <http://harvester.census.gov/sac/>. A report must be submitted to GDEM/SAA each year this grant is active.
- B. Sub-recipient agrees to comply with all reporting requirements and shall provide such information as required to GDEM/SAA for reporting as noted in the 2006 Federal Grant Guidelines and/or in accordance with GDEM/SAA guidance.
- C. Sub-recipient must prepare and submit performance reports to GDEM/SAA for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. Sub-recipient may also be required to submit additional information and data requested by GDEM/SAA.

## 10. USE OF FUNDS

- A. Sub-recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OGT.
- B. The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the Homeland Security Grant Program Guidelines and Application Kit for that fiscal year and must support the goals and objectives included in the State Homeland Security Strategic Plan and the Urban Area Homeland Security (UASI) Strategies.
- C. The sub-recipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

## 11. REIMBURSEMENT

- A. Sub-recipient agrees to make no request for reimbursement prior to return of this agreement and signed by the authorized sub-recipient representative.
- B. Sub-recipient agrees to make no request for reimbursement for goods or services procured by sub-recipient prior to the performance period start date of this agreement.



## 12. ADVANCE FUNDING

- A. If a financial hardship exists, a sub-recipient may request an advance of grant funds for expenditures incurred under this program. Requests must be made in writing by the chief elected official and submitted to GDEM/SAA. This will be accomplished using the SPARS website by following the instructions for generating hardship letters. GDEM/SAA will determine whether an advance will be made.
- B. If a sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28 CFR Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at [http://www.access.gpo.gov/nara/cfr/waisidx\\_04/28cfrv2\\_04.html](http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfrv2_04.html) and the Uniform Rule 28 CFR Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, at [http://www.access.gpo.gov/nara/cfr/waisidx\\_03/28cfr70\\_03.html](http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html). Sub-recipients must report any interest earned to GDEM/SAA. Any interest earned in excess of \$100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services  
Division of Payment Management Services  
P.O. Box 6021  
Rockville, MD 20852

## 13. TRAINING/EXERCISE

Sub-recipient agrees that, during the performance period of this grant, any and all changes to their sub-recipient agreement regarding planning, training, equipment, and exercises must be routed through the appropriate reviewing authority, either the local Council of Governments or Urban Area Security Initiative (UASI) Working Group.

## 14. EQUIPMENT REQUIREMENTS

- A. Sub-recipients must maintain an updated inventory of equipment purchased through this grant program in accordance with Uniform Grant Management Standards – III, State Uniform Administrative Requirements For Grants and Cooperative Agreements, Subpart C - Post-Award Requirements, Reports, Records, Retention, and Enforcement, .32 Equipment and the *Office of Grant Operations Financial Management Guide*.
- B. The sub-recipient agrees that any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security." Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

## 15. UASI

- A. If the sub-recipient is a participant in a UASI program, during the performance period of this grant, sub-recipient agrees to adhere to the UASI strategy, goals, objectives, and implementation steps.
- B. Sub-recipient agrees that, during the performance period of this grant, all communications equipment purchases must be reviewed and approved by the Regional Interoperable Communications Committee and the UASI points of contact (voting members), if applicable.

## 16. REQUIREMENTS - MISCELLANEOUS

- A. During the performance period of this grant, sub-recipient must maintain an emergency management plan at the Basic Level of planning preparedness or higher, as prescribed by GDEM. This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If GDEM identifies deficiencies in the sub-recipient's plan, sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from GDEM.
- B. Projects identified in the State Preparedness Assessment Report System (SPARS) ([www.texasdpa.com](http://www.texasdpa.com)) must identify and relate to the goals and objectives indicated by the applicable 15 approved project investments for the period of performance of the grant.
- C. During the performance period of this grant, sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.
- D. During the performance period, the sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing \$5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.
- E. Sub-recipients must implement the National Incident Management System (NIMS) at the local level. The requirement to train personnel on the IS-700 course, National Incident Management System (NIMS), An Introduction, has been extended into FY 06. Grant recipients must have formally recognized the NIMS and adopt the NIMS principles and policies.

## 17. CLOSING THE GRANT

- A. The sub-recipient must have all equipment ordered by December 30, 2006. The last day for submission of invoices is February 28, 2008.
- B. GDEM/SAA will close a sub-award after receiving sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the sub-recipient is owed additional funds, GDEM/SAA will send the final payment automatically to the sub-recipient. If the sub-recipient did not use all the funds received, GDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

## 18. PUBLICATIONS

- A. Sub-recipient acknowledges that OGO/OGT reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with SLGCP regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

- B. The sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants and Training, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."

**19. RESTRICTIONS, DISCLAIMERS and NOTICES**

- A. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by GDEM/SAA prior to obligation or expenditure of such funds.
- B. In cases where local funding is established by COGs, release of funds by GDEM is contingent upon regional funding allocation approval by the sub-recipient's COG governing board.
- C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that GDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet GDEM's liabilities hereunder. GDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.
- D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Jack Colley, Chief  
Division of Emergency Management  
Office of the Governor  
PO Box 4087  
Austin, TX 78773-0270

## Homeland Security Prevention Projects Information Sheet

In 2004 and 2005, the Governor asked cities and counties statewide receiving Homeland Security grant funding to allocate a part of their funding to Interoperable Communications Systems. As a result, Texas is on schedule to achieve statewide radio interoperability by January 2007, a significant accomplishment in a state the size of Texas. For this year's grant cycle, the Governor's Office is asking cities and counties to earmark homeland security grant funding to support two statewide local homeland security prevention projects, Texas Data Exchange (TDEx), Live Scan and a statewide program of regional emergency exercises.

### TDEx

The Texas Data Exchange System (TDEx), a web-based secure information sharing network will connect more than 2,200 law enforcement databases in the state, including federal law enforcement databases. The TDEx is already operational but not all law enforcement officers have access to it at this time. Homeland security grant funds will be used to pay the licensing fees so that each of the more than 70,000 police officers in Texas can be provided access to the criminal background and law enforcement information they need, and that all appropriate local law enforcement databases can be accessed through the TDEx network.

Law enforcement agencies with TDEx access will be able to quickly search subject or incident information locally, statewide, and nationally. Users can place "watches" on wanted subjects or those of interest and receive notification when a subject is booked by a participating agency. TDEx will provide users with access to the Texas Rangers Criminal Information Database; the DPS Criminal Law Enforcement Records and Information Systems; DPS Highway Patrol Database; the Texas Department of Criminal Justice prisoner data; county jail incarceration records (of those in custody and those who have been released) including photos, aliases, dates of birth, and charges; and multi-jurisdictional reports, including incidents, bookings and traffic citations. Sharing this data by use of this timesaving resource will further protect the citizens of Texas.

There are several information technology initiatives around the nation that co-locate multiple law enforcement databases and connect systems in various cities, but Texas is the first state to connect databases statewide. TDEx also has an alert feature so that police officers are immediately notified as soon as information related to their investigations is added to the database.

### Live Scan

Live Scan is a fully integrated electronic identification system that allows a jurisdiction to capture fingerprints, mug shots, and data at one integrated booking station. This equipment allows the user to scan fingerprints electronically. The system is much cleaner and faster than the old ink process. Because the system allows users to capture, print and transmit clear records, it will eliminate common errors that cause the Automated Fingerprint Identification System (AFIS) to reject traditional ink fingerprints. Live Scan will also save time and money by shortening both bookings and background checks. The system enhances the speed and accuracy of criminal identification by dependable direct electronic transmission of records to an AFIS bureau.

This technology enables law enforcement to submit fingerprint data and receive results in seconds rather than days, ensuring that dangerous felons and fugitives using fictitious names are not released back into the community. Live Scan also enables law enforcement

to identify and locate subjects of unsolved crimes, and it ensures that individuals identified as known or suspected terrorists are not released when they are detained for criminal violations. A number of law enforcement agencies in Texas have already benefited from the use of this technology, rapidly identifying suspected violent criminals. By prioritizing the use of homeland security dollars on this technology, the State will extend this capability to the 184 Texas counties that currently do not have it. Jurisdictions statewide will benefit from this equipment. It will provide a fast, efficient method to determine a suspect's identity and criminal history. This will protect our citizens by keeping criminals off the streets once they have been apprehended for a crime. State procurement of this system for large numbers of local governments is substantially less costly than individual local procurement.

### **Regional Exercises**

As outlined in the state *Homeland Security Strategic Plan*, the State plans to continue to make available regional emergency exercises that include critical assessments of government capabilities and performance in responding to homeland security threats. Emergency exercises test plans and procedures, coordination and communications, training, equipment, and facilities in demanding scenarios.

The State plans to continue its association with the National Response and Rescue Training Center (NERRTC) to provide high quality regional Terrorism – Weapons of Mass Destruction (WMD) exercises and related training designed to help prepare jurisdictions to deal with the for the consequences of a terrorist WMD attack. NERRTC works with local governments and regional entities to develop emergency exercise objectives and scenarios to test them, provides specialized training in advance of each exercise, plans exercise activities, and provides highly trained emergency response specialists to conduct exercises. When an exercise is complete, NERRTC conducts a Post Exercise After-Action Review and disseminates a detailed exercise report to each participating jurisdiction which highlights needed improvements in planning, training, equipment, and facilities to enhance the response to terrorist incidents, natural disasters, and technological emergencies. These exercises will add another dimension to the emergency preparedness in the State of Texas.

The regional homeland security exercise program is conducted as part of a long-term statewide emergency exercise plan that is updated annually with inputs from local governments, regional entities, state agencies, and other participants. The regional exercise program has been historically funded with homeland security grant funds.

**Election Regarding State Use of Homeland Security Grant Funding  
For Statewide Local Projects  
on Behalf Of Tom Green County**

This agreement is authorized under the provisions of Chapter 791 (Interlocal Cooperation Act) of Texas Government Code. The parties to this Agreement are the State of Texas and the Tom Green County.

The purpose of this agreement is to describe the terms by which the State of Texas shall expend Homeland Security Grant Funding on behalf of Tom Green County for certain statewide projects designed to benefit local governments.

§ 421.072(a)(1) of the Texas Government Code provides that the Office of the Governor shall allocate available federal and state grants and other funding related to homeland security to state and local agencies that perform homeland security activities. The U.S. Department of Homeland Security (DHS) issued grant number 2006-GE-T6-0068 to the State of Texas for the 2006 Homeland Security Grant Program. The State of Texas proposes to allocate grant funding to Tom Green County as a sub-recipient of this grant.

Jurisdictions receiving homeland security grant funds may elect to authorize the State of Texas to use grant funds on their behalf during the period of performance of the grant to implement multi-agency projects. Under the rules established by DHS for this grant, this election must be in the form of a written agreement.

Tom Green County authorizes the State of Texas to use local homeland security grant funds in the amount indicated for the statewide local projects indicated by a check mark below. (Check all that apply).

<input type="checkbox"/>	Regional Emergency Exercises	Grant Funds = \$0
<input checked="" type="checkbox"/>	TDEx Implementation	Grant Funds = \$39,522.77
<input checked="" type="checkbox"/>	Live Scan Implementation	Grant Funds = \$24,326.59

The State of Texas shall provide one or more TDEx licenses to Tom Green County during the period of the grant. The State of Texas shall purchase LIVESCAN licenses and equipment and provide license and equipment to surrounding counties during the period of the grant. The State of Texas will utilize pre-allocated funding from Tom Green County for local and regional exercises.

**Points of Contact:**

State of Texas:  
Jack Colley  
Chief  
Governor's Division of Emergency Management  
PO Box 4087  
Austin, Texas 78773-0220

Tom Green County:  
Michael Brown  
Judge  
112 W. Beauregard  
San Angelo, Texas 76903

This agreement does not intend to conflict with the current laws or regulations affecting the State of Texas or Tom Green County, including provisions of Texas Government Code §791.025. If any part of the above agreement is inconsistent with such authority, then the terms and agreed upon statement in writing shall be invalid.

The terms of this agreement are effective on the date of signature by the State of Texas.

This agreement may be modified upon the mutual written consent of the parties. The terms of this agreement, if modified, will remain in effect until grant ending date of February 28, 2008.

\_\_\_\_\_  
For the State of Texas

Date:

  
\_\_\_\_\_  
For Tom Green County

Date: 10-24-06

\*Memorandum must be returned to GDEM by  
November 1, 2006, in order to receive grant funding

## Grant Management Highlights for Executives

The primary steps in the grant process are:

1. **DECIDE** what you want to do and obtain the funding required to do it.
2. **ORDER** equipment, training, and other authorized services in a timely manner.
3. **RECEIVE** grant-funded goods and services and get them ready to use.
4. **USE** the equipment, training, and other services you have purchased to increase readiness.

### DECIDE:

- ♦ In the case of homeland security grants, you are receiving a grant for a specific project or projects that have been approved locally, by your region, and by the State Administrative Agency. Use your grant funding for approved projects.
- ♦ If you need to make a change in an approved project, get local and regional approval before making a request to the SAA. Requests for project changes must come from the chief elected official and should include justification.
- ♦ Recognize that some homeland security project changes may have to be approved by the Department of Homeland Security, which can take some time.

### ORDER:

- ♦ Don't wait months to order equipment, particularly long lead-time items, such as custom-built trailers or specialized vehicles, or equipment that is in high demand. A number of jurisdictions have let their grant funds lapse because they didn't order early and the manufacturer could not deliver the equipment by the end of the grant period.
- ♦ Don't begin wait until you have new equipment delivered to begin working on arranging the training needed to use it and the maintenance arrangements needed to support it – the equipment may sit for months if the training you need is in great demand or provided by a limited number of providers.
- ♦ Advise those who will be using new equipment what's coming as soon as possible so they can get ready to house it, install it, maintain it, and/or use it.

### RECEIVE:

- ♦ Unpack and inspect equipment upon arrival.
- ♦ Ensure new equipment is added to local equipment inventories and that vehicle logs are established for new grant-funded vehicles
- ♦ Understand and comply with the grant restrictions on use on certain equipment whose purchase was funded with homeland security grants and insure that those who will actually be using the equipment are aware of such restrictions.

### USE:

- ♦ To obtain maximum benefit from new equipment, have the employee training, spares, consumables, and maintenance required to operate new equipment in place as soon as possible.

It is strongly recommended that executives review the status of their homeland security grant programs on a monthly basis with the grant project officer or officers and their financial officer.

### KEY DATES FOR 2006 GRANT PROCESS:

- ♦ **November 1, 2006** – Deadline for jurisdictions and COGs to return signed sub-recipient agreements to the State Administrative Agency (SAA) at the Governor's Division of Emergency Management.
- ♦ **December 30, 2007** – Deadline for jurisdictions and COGs to commit (encumber) grant funds for purchase of equipment and services for approved projects.
- ♦ **February 28, 2008** – End of sub-recipient grant performance period.