

TOM GREEN COUNTY
COMMISSIONERS' COURT
Commissioners' Court Meeting Room
EDD B. KEYES BUILDING 2nd floor
113 W. Beauregard Street
San Angelo, Texas 76903
Tom Green County Commissioners' Court
July 3rd, 2007

The Commissioners' Court of Tom Green County, Texas, met in regular Session July 3rd, 2007 in the Edd B. Keyes Building, with the following members present:

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

1. Judge Brown called the meeting to Order at 8:32 AM.

1.(A) Judge Brown moved to approve the proposed Interlocal Agreement with the City of San Angelo for the Employee Health Clinic for the period of July 1, 2007 through September 30, 2008. Commissioner deCordova seconded the motion. The motion passed 5-0. (Recorded with these minutes.)

2. Judge Brown moved to approve the Bills (Minutes of Accounts Allowable) from June 27th - July 3rd, 2007 in the amount of \$1,223,269.43 (recorded with these minutes) and the Purchase Orders from June 25th - 29th, 2007 in the amount of \$439,440.75. Commissioner Easingwood seconded the motion. The motion passed 5-0.

3. Judge Brown moved to accept the Personnel Actions as presented:

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

NAME	DEPARTMENT	ACTION	EFF DATE	RANGE	SALARY	SUPPLEMENT
Fortner, Danna D.	Elections	Resignation	5-25-07	N/A	\$6.00/Hour	
Flores, Joseph	Facilities Maintenance	Promotion	7-01-07	S11	\$887.81 S/M	

Coonrod, Donise P.	Library	New Hire	7-18-07	S04	\$7.25/Hour	
McKnight, Preston M.	Jail	New Hire	7-11-07	L01	\$997.48 S/M	
Wietlisbach, Heather A.	Library	New Hire	6-29-07	S01	\$6.26/Hour	

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

NAME	DEPARTMENT	ACTION	EFF DATE	RANGE	SALARY	SUPPLEMENT
Quesnot, Clara L.	CSCD	Dismissal	6-25-07	N/A	\$1161.29 S/M	
Najera, Stephanie S.	CSCD	New Hire	6-18-07	N/A	\$792.42 S/M	
Schaller, Kristi L.	Library	Resignation	6-23-07	S01	\$6.42/Hour	

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

Commissioner Easingwood seconded the motion. The motion passed 5-0.

4. Judge Brown moved to approve the following Line Item Transfers:

Fund: General Fund

Department	Account	Budget Increase	Budget Decrease
009 Non Departmental	0202 Group Health Insurance	68,000.00	
192 Contingency	0601 Reserves		68,000.00

Fund: Road & Bridge 1&3 005

Department	Account	Budget Increase	Budget Decrease
198 Road & Bridge 1&3	0338 Diesel Fuel	16,250.00	
198 Road & Bridge 1&3	0343 Equipment parts & Repair		10,000.00
198 Road & Bridge 1&3	0675 Professional Fees		1,000.00
198 Road & Bridge 1&3	0475 Equipment		1,000.00
198 Road & Bridge 1&3	0470 Capitalized Equipment		1,000.00
198 Road & Bridge 1&3	0460 Equipment Rentals		1,750.00
198 Road & Bridge 1&3	0428 Travel & Training		1,000.00
198 Road & Bridge 1&3	0340 Anti/Freeze		500.00

Fund: Road & Bridge 2&4 006

Department	Account	Budget Increase	Budget Decrease
199 Road & Bridge 2&4	0573 Capitalized Road Equipment		143,100.00
199 Road & Bridge 2&4	0343 Equipment Repair	25,000.00	
199 Road & Bridge 2&4	0357 Maintenance & Paving	118,100.00	

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

5. Future Agenda Items:
 1. Consider approval of Stonewall Reserve, Section 2
 2. Consider Software review committee.
 3. Consider Interlocal Agreement on the sirens.

6. Announcements:
 1. Judge Brown will be out the rest of the week.

7. Judge Brown adjourned the meeting at 8:43 AM.

As per HB 2931, Section 4:

I, Elizabeth McGill, County Clerk of Tom Green County, Texas do hereby attest that this is an accurate accounting of the proceedings of the Commissioners' Court Meeting that met in Regular Session on July 3rd, 2007.

I hereby set my hand and seal to this record July 3rd, 2007.

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

Treasurers' Accounts Payable Report

Period of June 27, 2007 - July 03, 2007

Hand delivered Date: 06/29/07 Time: 3:30 p.m.

The attached report includes all funds that are subject to the County Treasurers' review. As a matter of procedure this report is submitted to the Commissioners' Court for approval, however, the following Funds or Bank accounts are not under the Commissioners' Court Jurisdiction nor do they require Court approval.

OPER Bank Account

Fund 45 County Attorney Hot Check Funds; Fund 47 -Jury Donations;
Funds 50 & 55 Dist Attorney Hot Check Funds;
CSCD Bank Account and JUV Bank Account.

Invoices related to Bank Accounts CSCD/JUV are processed by the Auditor and submitted for review by the Treasurer, prior to issuance of checks. All other invoices are submitted directly to the Treasurers' Office for processing and audited by the Auditors' Office prior to issuance of checks.

Bank Account Code - Budget

BOND- Property Tax Budget Bond Issues Operating Account
FORT- Operating Account for Sheriff and DA Forfeiture Funds
OPER -County Budget General Operating Account
CSCD- State Budget CSCD General Operating Account
JUV- State Budget Juvenile Operating Account
PC- Clearing account- Paychecks - Benefits-Deductions

Totals

\$668,521.85 All Bank Accounts- Refer to Last Page

\$554,627.58 Payroll-Employee Paychecks June 30, 2007

Payroll-Employee or Election Paychecks

\$120.00 Jury Checks June 27, 2007

Voids-Month of

\$1,223,269.43 Grand Total

Submitted by

Dianna Spieker
Dianna Spieker, County Treasurer

Prepared by

Glenn Mada
Deputy Treasurer

Approved in Commissioner's Court on

July 3rd, 2007

Mike Brown-County Judge

Mike Brown

Ralph Hoelscher-Comm. Pct #1

Ralph Hoelscher

Aubrey de Cordova-Comm. Pct #2

Aubrey de Cordova

Steve Floyd-Comm. Pct #3

Steve Floyd

Richard Easingwood-Comm. Pct #4

Richard Easingwood

COMMISSIONERS' COURT TOM GREEN COUNTY



Line-Item Transfers

Michael D. Brown
County Judge

June 28, 2007

Fund: General Fund

<u>Department</u>	<u>Account</u>	<u>Budget Increase</u>	<u>Budget Decrease</u>
009 Non Departmental	0202 Group Health Insurance	68,000.00	
192 Contingency	0601 Reserves		68,000.00

Reason

Transfer funds to pay for New reimb rate effective 07/01/07



Department Head

7-3-07

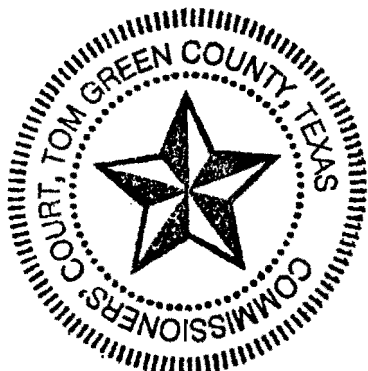
Date Approved by Commissioners' Court



Auditor



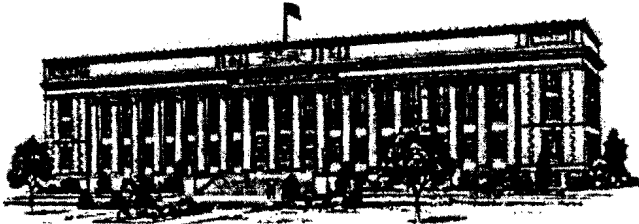
County Judge





Attest - County Clerk

COMMISSIONERS' COURT TOM GREEN COUNTY



Line-Item Transfers

Michael D. Brown
County Judge

June 28, 2007

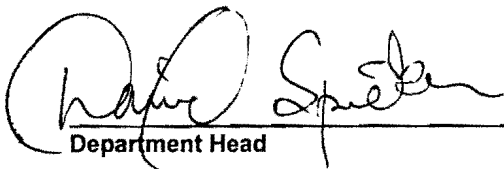
Fund: Road & Bridge 1 & 3

005

<u>Department</u>	<u>Account</u>	<u>Budget Increase</u>	<u>Budget Decrease</u>
198 Road & Bridge 1 & 3	0338 DIESEL FUEL	16,250.00	
198 Road & Bridge 1 & 3	0343 EQUIPMENT PARTS & REPAIR		10,000.00
198 Road & Bridge 1 & 3	0675 PROFESSIONAL FEES		1,000.00
198 Road & Bridge 1 & 3	0475 EQUIPMENT		1,000.00
198 Road & Bridge 1 & 3	0470 CAPITALIZED EQUIPMENT		1,000.00
198 Road & Bridge 1 & 3	0460 EQUIPMENT RENTALS		1,750.00
198 Road & Bridge 1 & 3	0428 TRAVEL & TRAINING		1,000.00
198 Road & Bridge 1 & 3	0340 ANTI/FREEZE		500.00

Reason

Transfer funds to pay for increased diesel expense



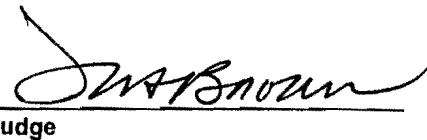
Department Head

7-3-07

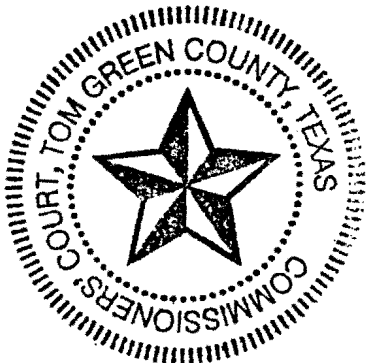
Date Approved by Commissioners' Court

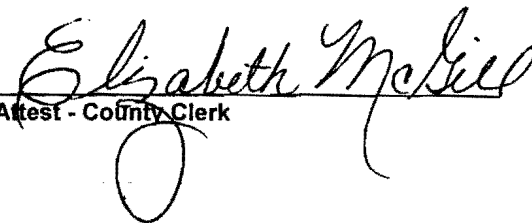


Auditor



County Judge





Attest - County Clerk

COMMISSIONERS' COURT TOM GREEN COUNTY



Line-Item Transfers

Michael D. Brown
County Judge

June 26, 2007

Fund: Road & Bridge 2 & 4

006

<u>Department</u>	<u>Account</u>	<u>Budget Increase</u>	<u>Budget Decrease</u>
199 Road & Bridge 2 & 4	0573 Capitalized Road Equipment		143,100.00
199 Road & Bridge 2 & 4	0343 Equipment Repair	25,000.00	
199 Road & Bridge 2 & 4	0357 Maintenance & Paving	118,100.00	

Reason

Transfer funds to pay for equipment repair and additional road repair

Andrew DeLoach

Department Head

7-3-07

Date Approved by Commissioners' Court

Nathan Craddock

Auditor

M. Brown

County Judge

Elizabeth McGill

Attest - County Clerk



**INTERLOCAL AGREEMENT BETWEEN
CITY OF SAN ANGELO AND TOM GREEN COUNTY
FOR USE OF THE CITY OF SAN ANGELO HEALTH CLINIC**

This Interlocal Agreement is entered into, pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.000 *et. seq.*, by and between **Tom Green County**, (hereinafter the "County") and the **City of San Angelo, Texas**, a Texas home rule municipal corporation situated in Tom Green County, Texas, (the "City").

WITNESSETH

WHEREAS, the City operates a health clinic ("Health Clinic") for the benefit of its employees, their dependents and its retirees, and to reduce costs associated with employee health care; and

WHEREAS, the County desires to join with the City in such Health Clinic and to extend services to county employees and their dependents; and

WHEREAS, the City and County (collectively the "Parties"), have determined that it would be in the best interest of both parties for the City and County to share the Health Clinic services and expenses; and

WHEREAS, this Agreement provides for the County to utilize the Health Clinic and share in the expenses associated with such Health Clinic;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1: PURPOSE.

The purpose of this Agreement is to set forth the terms and conditions agreed upon by the Parties in order for the City to provide use of the Health Clinic to the County in consideration of the County paying expenses associated with such use.

ARTICLE 2: TERM.

The term of this Agreement shall commence on July 1, 2007 and shall continue in full force and effect until September 30, 2008. This Agreement may be terminated prior to this date in accordance with the termination provisions contained herein.

ARTICLE 3: OBLIGATIONS OF COUNTY.

The County agrees to:

1. Pay to the City the following:

- a. A flat rate of Five Thousand Dollars (\$5,000.00) per month for each month this Agreement remains in force and effect.
 - b. Forty Five Dollars (\$45.00) per visit to the Health Clinic for each County employee and County dependent.
2. Pay City within thirty (30) days of receipt of invoice in accordance with the Prompt Payment Act.
3. Provide City with an electronic list of eligible County employees and dependents. Such list shall be updated each month and provided to the City by the 15th of each month.
4. Handle any information City shares with County under this Agreement that insures compliance under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

ARTICLE 4: OBLIGATIONS OF CITY.

The City agrees to:

1. Provide the premises and personnel for the Health Clinic.
2. Provide all necessary supplies, equipment and insurance.
3. Assure that personnel providing medical services for Health Clinic are licensed by the State of Texas and in good standing.
4. Provide medical services during normal working business days, Monday through Friday, of each calendar week, exclusive of City holidays. City shall not be obligated to provide medical services on days when the City's administrative operations are closed due to an emergency.
5. Maintain all files, records and documentation regarding each patient in accordance with the applicable laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
6. Provide invoices to County on a quarterly basis.
7. Provide Health Clinic utilization numbers to County on a monthly basis.
8. Provide total expenses for Health Clinic to County upon County's request.

ARTICLE 5: NO JOINT ENTERPRISE.

This Agreement is not intended to create a joint enterprise. By entering this Agreement, the Parties are undertaking a governmental function or service the purpose of which is to further the public good. The Parties do not jointly or severally have a pecuniary purpose or profit motive in executing or performing this Agreement. The Parties do not have an equal or mutual right of control.

ARTICLE 6: STATUS OF EMPLOYEES.

Each Party shall retain supervision and control of its own employees at all times while performing this Agreement and no employee of one entity shall be considered a borrowed servant of the other entity for Workers' Compensation purposes or for any other reason. The City agrees that all persons employed by it to furnish services hereunder are employees, agents or representatives of the City and not of County, and the County agrees that all persons employed by it to furnish services hereunder are employees, agents or representatives of the County and not of the City. Such employees, agents or representatives of either entity are not entitled to benefits conferred on the other entity's employees.

ARTICLE 7: TERMINATION.

Either party may terminate this Agreement by giving the other party one hundred twenty (120) days written notice. Furthermore, this Agreement may be terminated at any time by mutual agreement of the parties.

ARTICLE 8: EXECUTION.

If the governing body of a party is required to approve this Agreement, it shall not become effective until approved by the governing body of that party. In that event, this Agreement shall be executed by the duly authorized official(s) of the party as expressed in the approving resolution or order of the governing body of said party.

ARTICLE 9: ENTIRE AGREEMENT.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.

ARTICLE 10: AMENDMENT.

This Agreement may only be amended by the mutual agreement of the parties hereto in a writing signed by a duly authorized representative of each party and attached to and incorporated into this Agreement. All amendments to the Agreement shall be

submitted to the City Council and Commissioners Court for their consideration and approval.

ARTICLE 11: SEVERABILITY.

In the event that any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions herein, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 12: FORCE MAJEURE.

In the event that either party shall be prevented from performing its duties under this Agreement by an act of nature, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto, it shall not be considered a breach of this Agreement.

ARTICLE 13: EXCLUSIVITY.

This Agreement is non-exclusive and nothing herein shall in any way limit the right of the Parties to enter into agreements with other individuals or entities to provide the same or similar service.

ARTICLE 14: NOTICE.

Any notice to be given hereunder by either party to the other shall be in writing and sent by First Class U.S. Mail, registered or certified, return receipt requested as follows:

To County:

Name: Honorable Michael D. Brown
Title: County Judge
Address: 122 West Harris
San Angelo, Texas 76903
Telephone No.: 325/653-3318
Facsimile No.: 325/659-3258

To City:

Name: The City of San Angelo
Title: Attn: Director of Human Resources
Address: 72 West College Ave.
San Angelo, Texas 76903
Telephone No.: 325/657-4221
Facsimile No.: 325/657-4530

ARTICLE NO. 15: ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES.

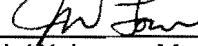
Due to the unique nature of this Agreement, the parties agree that neither City nor County may assign its rights or delegate its duties hereunder to any third party without the prior written consent and approval of the other party, which consent shall not be unreasonably withheld. Any purported assignment, transfer or conveyance without such written consent shall be null and void.

ARTICLE NO. 16: CAPTIONS.

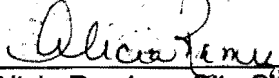
The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the expressed provisions of this Agreement.

EXECUTED in duplicate originals by the City of San Angelo on this the 3rd day of July 2007.

CITY OF SAN ANGELO

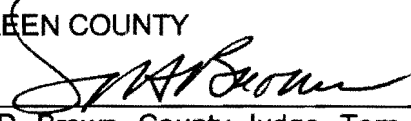
By: 
Joseph W. Lown, Mayor

ATTEST:


Alicia Ramirez, City Clerk

EXECUTED in duplicate originals by Tom Green County on this the 3rd day of July 2007.

TOM GREEN COUNTY

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

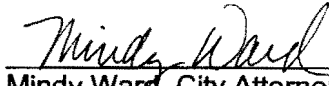
ATTEST:


Elizabeth McGill, County Clerk

Approved as to content:

By: 
Tadd Phillips
Human Resources Director

Approved as to form:

By: 
Mindy Ward, City Attorney