

**TOM GREEN COUNTY**  
**COMMISSIONERS' COURT AGENDA**  
**Commissioners' Court Meeting Room**  
**Edd B. Keyes Building**  
**113 W. Beauregard Street**  
**San Angelo, Texas 76903**  
**TUESDAY, JULY 10, 2007**

The Commissioners' Court of Tom Green County Texas met in Regular Session July 10<sup>th</sup>, 2007 in the Edd B. Keyes Building, with the following members present:

Ralph E. Hoelscher, Commissioner of Precinct #1  
Aubrey deCordova, 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 8:31 AM
2. Commissioner Ralph Hoelscher offered the invocation. Pledge of Allegiance to the United States and the Texas Flags were recited.
3. Announcement: Anyone intending to address the Commissioners' Court shall complete and turn in to the County Judge a Witness Testimony form with the exception of Tom Green County Employees who are providing resource information pursuant to an Agenda item.
4. **Commissioner Easingwood moved to approve the Consent Agenda as presented. Commissioner Floyd seconded the motion. \_Commissioner Easingwood amended his motion to include approval for Rita Guthrie to continue to be paid through September 30<sup>th</sup>, 2007 and Commissioner Floyd seconded the amendment. The following items were presented:**
  - A. Approved the Minutes of previous meeting(s) for June 26, June 27<sup>th</sup> & July 3<sup>rd</sup>, 2007.
  - B. Approved the bills (Minutes of Accounts Allowable) from July 4<sup>th</sup> – July 10<sup>th</sup>, 2007 in the amount of \$ 85,906.31 (recorded with these minutes) and purchase orders from July 2<sup>nd</sup> – 6<sup>th</sup>, 2007 in the amount of \$18,833.81.
  - 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
Marquez, Amanda R.	Treasurer	New Hire	7-02-07	S03	\$6.90/Hour	
White, Walter D.	Library	New Hire	7-02-07	S16	\$1210.73 S/M	
Morris, Lena	Juvenile Detention	Rehire	7-01-07	N/A	\$7.50/Hour	

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Stephens, Nora	Juvenile Detention	Rehire	7-01-07	N/A	\$7.50/Hour	
Alwine, Barry	Juvenile Detention	Rehire	7-01-07	N/A	\$7.50/Hour	

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

<i>NAME</i>	<i>DEPARTMENT</i>	<i>ACTION</i>	<i>EFF DATE</i>	<i>RANGE</i>	<i>SALARY</i>	<i>SUPPLEMENT</i>
Guadarrama, Susan	Custodial Services	Resignation	7-13-07	S03	\$6.90/Hour	
Bethancourt, Jessica H.	County Clerk	Resignation	7-13-07	S10	\$979.07 S/M	
King, Andra N.	CSCD	Resignation	7-02-07	N/A	\$1349.48 S/M	
Morris, Lena	Juvenile Detention	Dismissal	6-30-07	N/A	\$8.00/Hour	
Stephens, Nora	Juvenile Detention	Dismissal	6-30-07	N/A	\$7.50/Hour	
Alwine, Barry	Juvenile Detention	Dismissal	6-30-07	N/A	\$7.50/Hour	
Covington, Willie L.	Jail	Dismissal	7-02-07	L01	\$997.48 S/M	
Godines, Michael	CSCD	Promotion	7-16-07	N/A	\$1064.92 S/M	
Watson, Andrea	CSCD	Promotion	7-01-07	N/A	\$1238.00 S/M	
Sanchez, Teresa D.	CSCD	Promotion	7-01-07	N/A	\$2327.54 S/M	
Heinze, Benjamin W.	CSCD	Promotion	7-16-07	N/A	\$937.50 S/M	
Kelton, Gary W.	CSCD	Promotion	7-16-07	N/A	\$1238.00 S/M	
Dooley, Brent J.	CSCD	Salary Increase	7-16-07	N/A	\$1985.46 S/M	
Campbell, Terry D.	CSCD	Salary Increase	7-01-07	N/A	\$1129.79 S/M	
Pena, Julio A.	CSCD	Salary Increase	5-01-07	N/A	\$1161.29 S/M	
Springer, Donna L.	CSCD	New Hire	7-02-07	N/A	\$1073.67 S/M	
Burttschell, James E.	Auditor	New Hire	7-02-07	S18	\$1398.75 S/M	

The following personnel actions are presented for *Grants* as a matter of record: (Rita Guthrie- recorded with these minutes.)

**TOM GREEN COUNTY  
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- D.** Accepted the Extension Office Travel Report for June 2007, as a matter of record.
- E.** Consider accepting the County Clerk's Collection Report for June, 2007 in the Amount of \$102,639.97 (Criminal Courts- \$84,765.24 & Civil Court \$17,874.73), pursuant to Section 114.044 of the Local Government Code as a matter of record.
- F.** Consider accepting Fee Collection Report by Justice of the Peace, Precinct 1 in the amount of \$19,135.00, and Precinct 4 in the amount of \$37,375.65 for June, 2007 pursuant to Section 114.044 of the Local Government Code as a matter of record. (Filed for review in the County Clerk's Office.)

**The motion passed 5-0.**

**9. Commissioner Floyd moved to approve the Interlocal Agreement between the City of San Angelo and Tom Green County for provision of assistance in a disaster or civil emergency for the sirens that are located outside of the city limits, as presented. Commissioner Easingwood seconded the motion. The motion passed 5-0. (Recorded with these minutes as a matter of record.)**

**5. Commissioner Floyd moved to approve the request for Water Valley Independent School District to lease Tom Green County right-of-way along the South side of Wildcat Drive between the Intersections of Adams Street and Earnest Street and authorize the Judge to sign all necessary documents, pursuant to LGC. Commissioner Easingwood seconded the motion. The motion passed 5-0. (Recorded with these minutes as a matter of record.)**

**6. Judge Brown moved to approve the contract between Tom Green County and the 39<sup>th</sup> Judicial District, which encompasses Kent, Stonewall, Haskell & Throckmorton Counties, for Juvenile Detention Services. Commissioner deCordova seconded the motion. The motion passed 5-0**

**7. Commissioner deCordova move to approve Stonewall Reserve, Section 2 as presented. Commissioner Floyd seconded the motion. Commissioner Easingwood wanted it noted for the record that he has a problem with escrow agreement as submitted. Commissioner deCordova withdrew the motion and Commissioner Floyd withdrew his second. Commissioner deCordova moved to table the approval of Stonewall Reserve, Section 2. Commissioner Easingwood seconded the motion. The motion passed 5-0.**

**8. Commissioner Floyd moved to preliminarily grant an abandonment of approximately 1341.3 feet of an alley right-of-way between UTE Pass and Grape Creek Road located in North Concho Lake Subdivision subject to public hearings and the submission of a certified survey and final plat dealing with public access; Upon completion of said hearings and survey, that ownership be granted. Commissioner deCordova seconded the motion. The motion passed 5-0. (Draft recorded with these minutes.)**

**11. Judge Brown moved for the annual reauthorization of County Road and Bridge fee and Child Safety funds fee in the total amount of \$11.50. Commissioner Easingwood seconded the motion. The motion passed 5-0.**

**10. Judge Brown moved to publish, pursuant to LGC 152.013 (B), a proposed 5% increase for the County Clerk, County Judge, District Clerk, County Attorney, County Treasurer, Tax Assessor-Collector, Constables 1,2,3&4, Sheriff and Commissioners 1,2,3&4 and an 8% increase for the**

**TOM GREEN COUNTY  
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Justices of the Peace 1,2,3&4 as the Elected Officials proposed compensation. The motion died for lack of a second.

Commissioner Floyd moved a proposed 5% increase for the County Clerk, County Judge, District Clerk, County Attorney, County Treasurer, Tax Assessor-Collector, Constables 1,2,3&4, Sheriff ; a 10% increase for the Justices of the Peace 1,2,3&4 and 0% for Commissioners 1,2,3&4 as the Elected Officials proposed compensation. Commissioner deCordova seconded the motion.

Commissioner Easingwood asked for a record vote.

Commissioner Hoelscher, Commissioner deCordova, Judge Brown and Commissioner Floyd voted in favor of the motion. Commissioner Easingwood voted opposing the motion. The motion passed 4-1. (Recorded with these minutes as a matter of record.)

**12. Judge Brown moved to approve authorization for Holzman, Moss Architecture to contract with Kleinfelder to submit proposal for Geotechnical Engineering Services on the Tom Green County Library. Commissioner Hoelscher seconded the motion. The motion passed 5-0.** (Recorded with these minutes.) This was the only issue dealing with Library/Former Hemphill-Wells Building Committee Report.

**13.** Judge Brown related to the Court that he had been in contact with Jim Allison and a date needed to be set to work on the Subdivision regulations. Pam Whishuhn, with the Health Department, needs to be included in the discussion. This was the only issues discussed relating to the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations. **No Action taken.**

**14. Commissioner Floyd moved to approve the following line item transfer(s) for FY 2007:  
Fund: General**

<b>Department</b>	<b>Account</b>	<b>Budget Increase</b>	<b>Budget Decrease</b>
025 County Attorney	0496 Notary Bond	71.00	
025 County Attorney	0435 Books		71.00
014 District Clerk	0301 Office Supplies		510.00
014 District Clerk	0428 Travel & Training	510.00	

**Fund: Sheriff's Office Grants 654**

<b>Department</b>	<b>Account</b>	<b>Budget Increase</b>	<b>Budget Decrease</b>
028 CIU	0388 Cell Phone	371.00	
028 CIU	0435 Books		371.00

Commissioner deCordova seconded the motion. The motion passed 5-0. (Recorded with these minutes as a matter of record.)

**15. Future agenda items.**

- a. Consider signage for County Parks.
- b. Consider Knickerbocker Community Center and House.
- c. Consider TDCJ Work camp relocation.

**TOM GREEN COUNTY  
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**16. Announcements**

1. Precinct #3 is continuing to clean up fire work litter from roadways.
2. Justices have asked for an increase in salary based upon the 50 to 70% increase in workload that has been added due to legislative changes and requested to know what information the Court needs to be better informed of the job that is done by the Justices of the Peace.

**17. Judge Brown adjourned the meeting at 10:09 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 10<sup>th</sup>, 2007.**

**I hereby set my hand and seal to this record July 10<sup>th</sup>, 2007.**

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

# Treasurers' Accounts Payable Report

Period of July 04, 2007 - July 10, 2007

Hand delivered Date: 07/10/07 Time: 8:30 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;  
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

\$294,670.19 All Bank Accounts- Refer to Last Page

Payroll-Employee Paychecks

Payroll-Employee or Election Paychecks

\$2,484.00 Jury Checks

July 9, 2007

~~\$211,247.88~~ Voids-Month of

06/01/2007 thru 06/30/2007

\$85,906.31 Grand Total

Submitted by

*Dianna Spieker*  
Dianna Spieker, County Treasurer

Prepared by

*Gloria P. Mata*  
Deputy Treasurer

Approved in Commissioner's Court on

*July 10, 2007*  
Mike Brown-County Judge

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*

Tom Green County

PERSONNEL ACTION FORM

EMPLOYEE NAME: GUTHRIE, Rita

ID: 3693

TYPE OF ACTION:

<input type="checkbox"/>	New Hire	<input type="checkbox"/>	Position Reclassification/Regrade
<input type="checkbox"/>	Rehire	<input type="checkbox"/>	Resignation (See Comments)
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Retirement
<input type="checkbox"/>	Demotion	<input type="checkbox"/>	Lay-Off/Reduction-In-Force
<input type="checkbox"/>	Transfer	<input type="checkbox"/>	Dismissal/Discharge
<input type="checkbox"/>	Salary Increase	<input type="checkbox"/>	Status Change
<input type="checkbox"/>	Salary Correction	<input checked="" type="checkbox"/>	Other (See Comments)

Current Dept Name: Sheriff's Office

Dept: 026

Current Position Title: CUI Program Coordinator

Code: 2225

New Dept Name:

Dept:

New Position Title:

Code:

SALARY/POSITION INFORMATION:

Current Information		New Information	
Salary (S/M)	\$703.33 S/M	Salary (S/M)	
Salary Range Code	S15	Salary Range Code	
Supplement (S/M)	\$674.46 (Grant)	Supplement (S/M)	
Supplement (S/M)		Supplement (S/M)	
EEO Job Category	PR	EEO Job Category	
SUI Code	624190	SUI Code	
Worker's Comp Code	8810	Worker's Comp Code	

Person Replaced:

Eligible for Rehire?:

Comments: Grant Funding (026) extended through 09/30/07, per County Treasurer.

Effective Date: 07/01/07	Commissioner's Court (Approval Date): 07/10/07
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Dept Head Signature:

Date:

HR Director Signature:

Date:

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: June

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
6/1	Evaluatin of Brush Demonstration Plots, Shamrock Shuffle Preparation, Producer Mangement Cotton, Rangeland, Livestock (Wall, Christoval, Water Valley, Grape Creek). Office Mgmt (Reports, Mail, E-Mail, Phone).	78		
6/4- 6/10	Livestock Judging Preparation for State Roundup (Brady, Llano, Brenham) State Round 4-H Round-up (College Station). Shamrock Shuffle, Schleicher County Goat Sale- Eldorado, 4-H Project Management Selection - Goats & Sheep (Mason, Brownwood, Menard, Eldorado, San Angelo).	1276		
6/12-6/17	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).	896		
6/20- 6/24	Howard College Lamb Camp- Big Spring, 4-H Project Management Selection/ Steer Validation. - Cattle, Goats & Sheep(Rocksprings, Mason, San Angelo, Goldthwaite). Producer Mangement Cotton, Rangeland, Livestock (Wall, Grape Creek). Office Mgmt (Reports, Mail, E-Mail, Phone).	1067		
6/27-6/31	State Fair Lamb & Goat Validation- Wall, Christoval, Water Valley, Grape Creek. Office Mgmt (Reports, Mail, E-Mail, Phone). 4-H Project Management Selection - Cattle, Goats & Sheep.	809		
GRAND TOTAL OF MILEAGE, MEALS & LODGING			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: June	NAME: Steve Sturtz
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CURRENT MONTHS CONTACTS				
TELEPHONE	OFFICE	SITE CONTACTS	NEWS ARTICLES	NEWSLETTERS
173	34	47	2	
RADIO	TELEVISION	FIELD VISITS	PROGRAMS	TOTAL
		32	2	292

MAJOR PLANS FOR NEXT MONTH:	
DATE	ACTIVITY
7/6	Conservation Tillage Day- Runnels County
7/10	Marketing Workshop/ Field Crops Committee Meeting (Wall)
7/11	Wildlife West Region Planning Meeting (Junction)
7/12	GIS Training (District Office)
7/12	Beef 2010 Program (ASU)
7/16	Centra Symposium TEXAS Accountability System
7/19	4-H Planning Meeting (District Office)
7/29-7/31	State TCAAA Meeting (Conroe)

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

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## 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> June 2007

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
1	Extension Horticulture Training-Tyler area	783		
5,6,7	State 4-H Roundup-College Station	655		
16,18,20,23	Master Gardener Projects	127		
20	Farm Safety Day Camp	36		
4,8,1526,28	San Angelo Landscape Audits	216		
8	Rainwater Program-Menard	130		
19	CEU training- Lamesa	260		
<b>GRAND TOTAL OF MILEAGE, MEALS &amp; LODGING</b>		<b>2207</b>	<b>0</b>	<b>0</b>

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: June 07		NAME: John Begnaud		
CURRENT MONTHS CONTACTS				
TELEPHONE	OFFICE	SITE CONTACTS	NEWS ARTICLES	NEWSLETTERS
321	42	16	2	
RADIO	TELEVISION	FIELD VISITS	PROGRAMS	TOTAL
45	3	11	9	

MAJOR PLANS FOR NEXT MONTH:	
DATE	ACTIVITY
	Texas Pecan Growers Association Annual Conference
	Texas County Agents Association Annual Conference
	4-H Building Landscape
	Master Gardener Projects

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## MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS' COURT REPORT

**Title:** CEA 4-H & YD

**Month:** June

2017-2018				
5-7	State 4-H Roundup	675		
9	Tom Green County 4-H Building Fundraiser	38		
11	District 7 Horse Show	163		
12	Steer Validation	54		
15	Vet Science Camp errands	82		
18-19	Farm Safety Camp preparation	95		
24-28	West Texas Veterinary Science Workshop	289		
1,13,21	General Office Errands	75		
<b>GRAND TOTAL OF MILEAGE, MEALS AND LODGING</b>		<b>1,471</b>	<b>0.00</b>	<b>0.00</b>

ent



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>	June, 2007

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
6/1	Worked with BLT Extension Assistant to plan upcoming Boys/Girls Club "Kids in the Kitchen" cooking workshops	8		
6/4	Prepared and distributed monthly reports for District and State office	7		
6/5-8	Accompanied Tom Green County 4-H members and parents to State 4-H Roundup, College Station and served as State Foods and Nutrition Bowl tabulator (127-7H,60M)	512	\$69.15	
6/9	Assisted where needed at the Tom Green County Fundraiser, Shamrock Shuffle, Wells Fargo Building (311-4H,187M)	36		
6/11	Prepared and distributed BLT P.O. and Travel Reports and made final arrangements for District 7 4-H Leadership Lab; Sweetwater	181		
6/12-14	Conducted Tom Green County 4-H Clothing and Textiles Project Workshop, Central High School (69)	21		
6/15	Worked with 4-H Members and Parents to make final changes and updates on 4-H Recordbooks for District competition (1-4M)	16		
6/14	Conducted "Cooking Well With Diabetes" program for San Angelo Diabetic Support Group members (26-2H,2B,7M)	11		
6/18,19&21	Conducted Tom Green County 4-H Clothing and Textiles Project Workshop, Wall Elementary School (20)	36		
6/20	Assisted where needed at the Concho Valley Farm Safety Day Camp (97-7H,54M)	26		
6/22	Prepared and distributed BLT Quarterly Reports and made arrangements for upcoming Tom Green County 4-H Fashion Show	6		
6/25	Prepared and distributed FPM Reports, P.O. Forms and Agendas for July classes	8		
6/26	Made arrangements for upcoming District 7 4-H Silver Clover Banquet	7		
6/27	Prepared and distributed monthly reports for District and State office	11		
6/28-30	Accompanied Senior 4-H members to District 7 4-H Leadership Lab, Texas 4-H Center, Brownwood (61-26M)	218	\$8.56	
<b>GRAND TOTAL OF MILEAGE, MEALS AND LODGING</b>		<b>1,104</b>	<b>77.71</b>	<b>0.00</b>

Other Expenses (List) Cooking Well With Diabetes - \$14.80

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.  
County Extension Agent

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*Kathy Aycock*



#9

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF SAN ANGELO AND TOM GREEN COUNTY  
FOR PROVISION OF ASSISTANCE IN A DISASTER OR CIVIL EMERGENCY**

This Interlocal Agreement is entered into, 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 and County (collectively the "Parties"), recognize the vulnerability of the citizens and communities located within Tom Green County to damage, injury, illness, and loss of life and property resulting from a disaster or civil emergency; and

**WHEREAS**, the Parties recognize that by operating cooperatively, they will more ably meet the needs of the citizens and communities within Tom Green County; and

**WHEREAS**, the Parties recognize that a formal agreement for assistance would allow for better coordination of effort, and would help ensure that appropriate current emergency information is available to the citizens within Tom Green County in the minimum time possible;

**WHEREAS**, the Parties desire to enter into an agreement to provide mutual aid and assistance in the maintenance and operation of three (3) warning sirens used to warn the general public of emergencies in the Grape Creek and Christoval communities;

**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 to provide civil and/or disaster assistance to citizens within Tom Green County.

**ARTICLE 2: TERM**

The term of this Agreement shall commence on the date of execution by an authorized representative of both Parties and shall continue in full force and effect for three (3) years. This Agreement will be automatically renewed for an additional three (3) years unless it is terminated by either Party in accordance with the termination provisions contained herein.



### **ARTICLE 3: DEFINITIONS.**

For purposes of this Agreement, the terms listed below will have the following meanings:

- (a) "Civil emergency" means an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.
- (b) "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), acts of terrorism, and other public calamity requiring emergency action.

### **ARTICLE 4: OBLIGATIONS OF COUNTY.**

The County agrees to:

1. Reimburse the City an amount equal to the current IRS mileage rate for each mile traveled by the warning siren maintenance technicians traveling to or from the warning sirens.
2. Reimburse the City at the then current hourly rate for each hour the technicians are traveling to or from or actually inspecting or working on the warning sirens, whether regular or overtime.
3. Pay for any and all parts required to maintain these warning sirens in working order. The siren maintenance technicians will have final authority when determining necessary parts purchases.
4. Pay all invoices no later than thirty (30) days from receipt of the invoice.

### **ARTICLE 5: OBLIGATIONS OF CITY.**

The City agrees to:

1. Make available maintenance technicians to maintain the three (3) warning sirens located within Tom Green County outside the city limits of San Angelo. Two (2) warning sirens are located in Grape Creek and one (1) warning siren is located in Christoval.

2. Invoice County at the end of each month for the siren maintenance technicians' time and travel and for the parts required to maintain the warning sirens located within Tom Green County outside the city limits of San Angelo.
3. Make needed repairs as quickly as reasonably possible.

#### **ARTICLE 6: NO JOINT ENTERPRISE.**

This Agreement is not intended to create a joint enterprise. By entering into 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 7: 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 or agents of the City and not of County, and the County agrees that all persons employed by it to furnish services hereunder are employees or agents of the County and not of the City. Such employees or agents of either entity are not entitled to benefits conferred on the other entity's employees.

#### **ARTICLE 8: TERMINATION.**

Either Party may terminate this Agreement by giving the other Party sixty (60) days written notice. Furthermore, this Agreement may be terminated at any time by mutual agreement of the Parties.

#### **ARTICLE 9: 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 10: ENTIRE AGREEMENT.**

This Agreement supersedes any and all other agreements, either oral or in writing,

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between the Parties hereto with respect to warning siren maintenance. 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 11: 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.

**ARTICLE 12: 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 13: 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 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:

**COUNTY**

Tom Green County  
Hon. Michael D. Brown  
County Judge  
122 West Harris  
San Angelo, Texas 76903  
Phone: (325) 653-3318  
Fax: (325) 659-3258

**CITY**

City of San Angelo  
Harold Dominguez  
City Manager  
72 W. College  
San Angelo, Texas 76902  
Phone: (325) 657-4241  
Fax: (325) 657-4335

EXECUTED in duplicate originals by the City of San Angelo on this the 10 day of July, 2007.

TOM GREEN COUNTY

By:

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

CITY OF SAN ANGELO

By:

Joseph W. Lown  
Joseph W. Lown, Mayor

ATTEST:

By:

Liz McGill  
Liz McGill, County Clerk

ATTEST:

By:

Alicia Ramirez  
Alicia Ramirez, City Clerk

Approved as to content:

By:

Ronald W. Perry  
Ron Perry, Emergency  
Management Coordinator

Approved as to form:

By:

Jeff Betty  
Jeff Betty, Assistant City  
Attorney

VOL. 87 PG. 707

LEASE

STATE OF TEXAS       §  
                                  §  
TOM GREEN COUNTY   §

This LEASE is entered into between Tom Green County, Texas ("Landlord" or "County") by and through its County Judge, Michael D. Brown, and with the formal consent of its commissioners court, and Water Valley Independent School District ("Tenant" or "District"), by and through its Superintendent, Richard Bain, and with the formal consent of its board of trustees.

**RECITALS**

1. Landlord holds a right of way along a county road known as Wildcat Drive.
2. Tenant has a campus for its schools on the Northwest side of Wildcat Drive, generally bounded by U.S. Highway 87 on the Northeast, Earnest Drive on the Northwest, Wildcat Drive on the Southwest, and Adams Drive to the Southeast.
3. Tenant desires to lease from Landlord Landlord's right of way along the Southwest side of Wildcat Drive for the length of Tenant's campus, and subject same to Tenant's control, to allow inter alia for parking by Tenant's students, employees, residents and non-residents of the District attending District events, and those transacting business with the District.

For the good and valuable consideration recited herein, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Lease.** Landlord leases to Tenant, and Tenant leases from Landlord, Landlord's right of way along the Southwest side of Wildcat Drive for the length of Tenant's campus ("Right of Way"). A more exact description of the Right of Way is attached hereto as "Exhibit A."
2. **Term.** This Lease will commence on August 1, 2007, and will renew from year to year on the same terms, unless written notice of non-renewal is delivered to either party at least 60 (sixty) days in advance of the date of renewal. Delivery shall be deemed complete upon receipt by the County Judge of County, or the Superintendent of District.
3. **Rent.** Tenant shall pay to Landlord annual rent of ten dollars and other valuable consideration (\$10.00 and OVC), due on or before the annual commencement date.
4. **Use.** Tenant shall use the Right of Way solely for parking for its students, teachers, invitees, and guests. Tenant may construct parking improvements upon the Right of Way at Tenant's sole cost and expense. Tenant shall make reasonable changes to its

improvements requested by Landlord. Notwithstanding these restrictions contained herein, Tenant may treat the Right of Way as its own, and as school property, for all purposes, including enforcement of any rules and codes of conduct Tenant may have for its students, teachers, and visitors. The parties agree that the uses stated herein are necessary and appropriate to further the health and safety of the students, teachers, invitees, and guests of Tenant.

5. **Prohibitions.** Tenant shall not sublease, charge for parking, or otherwise profit in any way from its rights hereunder, without express written permission of Landlord. Tenant shall not construct any improvements unrelated to parking on the Right of Way. Any improvements constructed by Tenant shall not worsen drainage or runoff of water onto the property of any neighboring landowners. Any improvements constructed by Tenant shall not prevent any other person or entity granted a right of way to the same property from using the property for the purposes allowed by such grant. Tenant shall not construct any concrete parking areas on the Right of Way.
6. **Indemnification.** Tenant shall hold harmless, defend, and indemnify Landlord from any and all claims, causes of action, or damages resulting from or related to this Lease.
7. **Successors and Assigns.** This Lease shall be valid upon any successors to either party. Neither party may assign its rights hereunder without written consent of the other party.
8. **Warranties.** Landlord warrants only that it is the legal owner of the Right of Way, and has the authority and ability to enter into this Lease. Landlord makes no other warranties of any sort to Tenant, and delivers the Right of Way as is, where is, with all faults. Tenant warrants to Landlord that it has authority to enter into this Lease, and will abide by the Lease terms.
9. **Return of Right of Way.** Upon termination of this Lease by either party, Landlord may deliver to Tenant a written notice, at least 30 (thirty) days in advance of the termination date, requiring Tenant to restore the Right of Way to its pre-lease condition. Tenant shall have 90 (ninety) days from the date of the termination of this Lease to comply.
10. **Amendment.** This Lease may be modified only by written agreement signed by the parties.

IN WITNESS WHEREOF, this Lease is executed by the authorized agent of each party, with full authority:

FOR LANDLORD:

TOM GREEN COUNTY, TEXAS

b y: *Michael D. Brown*  
Michael D. Brown, County Judge

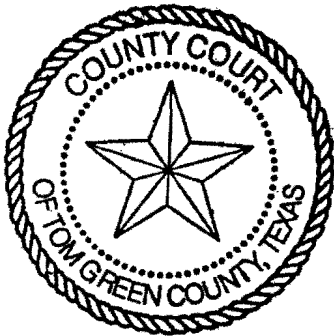
This instrument was acknowledged before me  
on the 10 day of July,  
200 7.

*Elizabeth McGill*  
Signature

Printed Name Elizabeth McGill  
County Clerk  
Tom Green County, Texas

Notary Public in and for the State of Texas

My commission expires: N/A



FOR TENANT:

WATER VALLEY INDEPENDENT  
SCHOOL DISTRICT

b y: *Richard Bain*  
Richard Bain, Superintendent

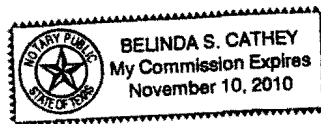
This instrument was acknowledged before me  
on the 9<sup>th</sup> day of July,  
200 7.

*Belinda S. Cathey*  
Signature

*Belinda S. Cathey*  
Printed Name

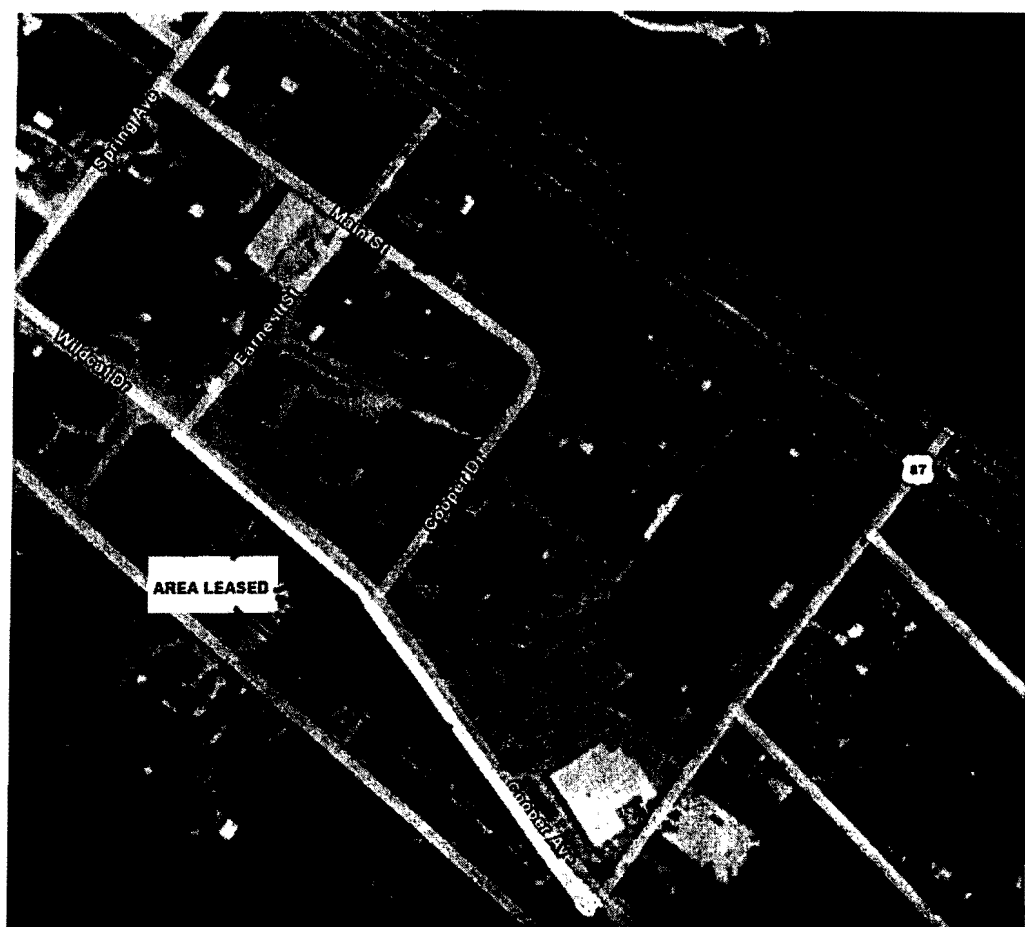
Notary Public in and for the State of Texas

My commission expires: 11-10-2010



# EXHIBIT A

The right of way of Tom Green County on the southwest side of Wildcat Drive from a point parallel to the southernmost point of intersection of Adams Street and Wildcat Drive, to the northernmost point of intersection of Earnest Street and Wildcat Drive, and shown below.





**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 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties acting by and through its duly authorized representatives, the Juvenile Board of the 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties, Texas, Charles Chapman, 39th Judicial District Juvenile Board Chairman, encompassing Kent, Stonewall, Haskell & Throckmorton Counties, 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, the 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties, 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 the 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties for such use and purpose, and the 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties 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, the 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties 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 the 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties.

(3) The 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties 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 the 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of the 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties and to request that the 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties be billed for the same. The 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties 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 the 39th Judicial District, encompassing

Kent, Stonewall, Haskell & Throckmorton Counties 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 the 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties may be denied if space limitations require.

(6) Children from the 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties 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 the 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties, 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 the 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties, 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 the 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties 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 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties 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 the 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties 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 the 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties 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 the 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties, 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 the 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties 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 the 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties, 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 the 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties 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 the 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties.

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

the 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties, 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 the 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties 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) The 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties 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 the 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties 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 the 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties for such children placed in the facility by the Judge of the 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties

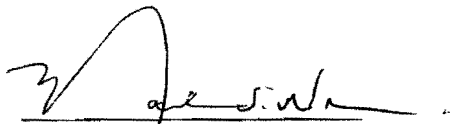
having juvenile jurisdiction.

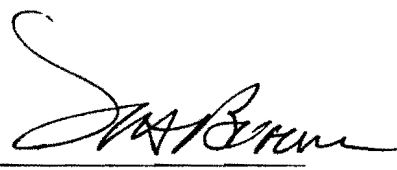
This contract is in lieu of all previous contracts between Tom Green County and the 39th Judicial District, encompassing Kent, Stonewall, Haskell & Throckmorton Counties for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

Executed in duplicate this the 10, day of July, 2007, to be effective September 1, 2006,  
each copy hereof shall be considered an original copy for all purposes.


Approved as To Form

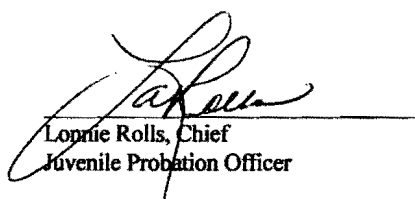
COMMISSIONERS' COURT OF  
TOM GREEN COUNTY, TEXAS

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

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

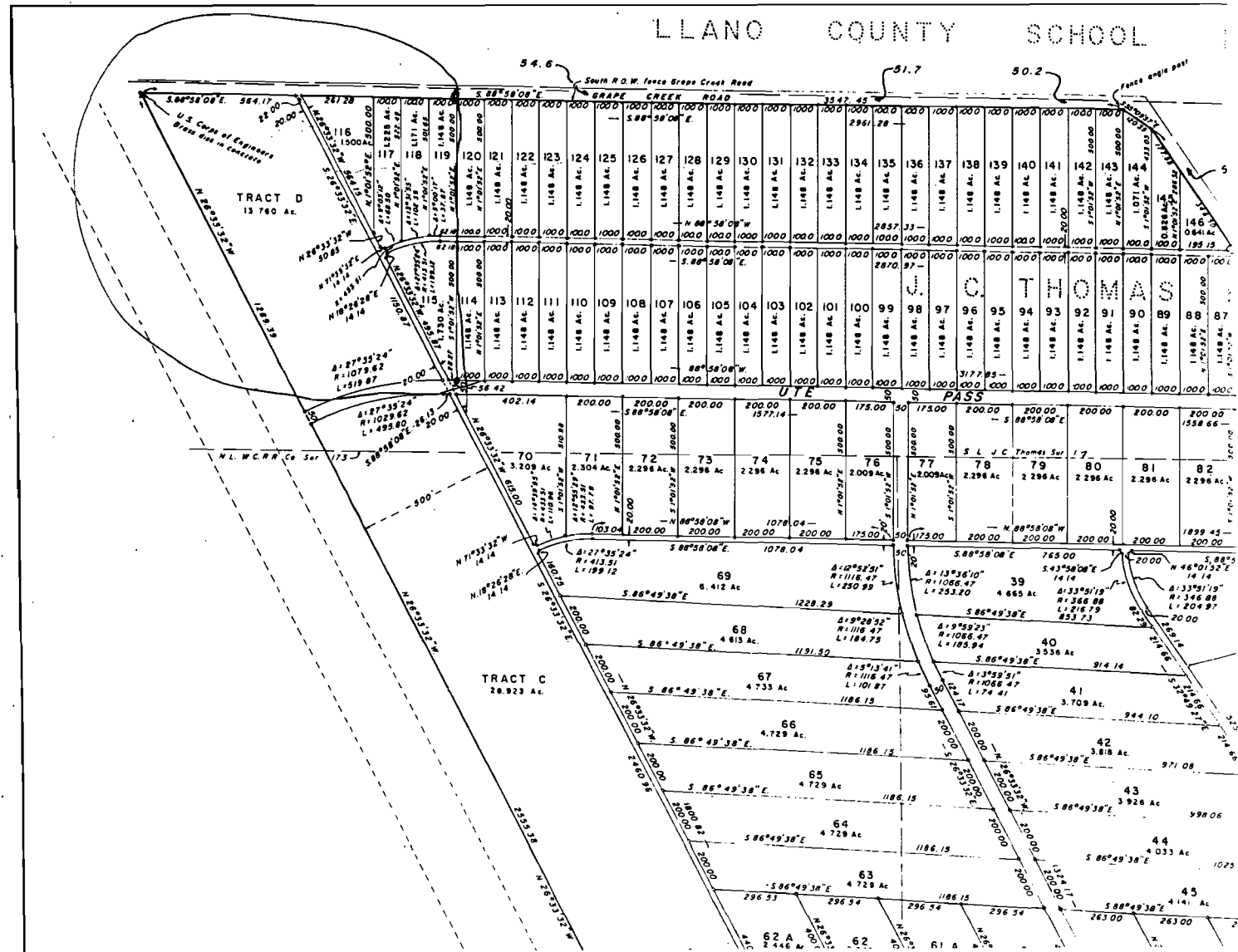
JUVENILE BOARD CHAIRMAN

  
39th Judicial District, encompassing Kent,  
Stonewall, Haskell & Throckmorton Counties

  
Lonnie Rolls, Chief  
Juvenile Probation Officer

\*\*\*\*\*







**Tom Green County  
Elected Officials Salaries**

**5%  
105% Selected  
Prelim**

<u>Position</u>	<u>General Fund FY07 Budget</u>	<u>FY08 Budget</u>	<u>Supplements</u>	<u>Allowances</u>	<u>Total Compensation</u>	<u>Increase from Last Year</u>
County Clerk	\$ 50,285	\$ 52,799	\$ -	\$ -	\$ 52,799	\$ 2,514
County Judge	59,481	62,455	25,200	11,088	98,743	2,974
N/A District Judge, 51st	7,102	12,495	1,200		13,695	5,393
N/A District Judge, 119th	6,529	11,785	1,200		12,985	5,256
N/A District Judge, 340th	8,303	13,800	1,200		15,000	5,497
N/A District Judge, 391st	8,303	13,800	1,200		15,000	5,497
N/A District Attorney	8,302	15,000			15,000	6,698
N/A District Attorney	7,729	15,000			15,000	7,271
District Clerk	51,568	54,146		1,320	55,466	2,578
Justice of the Peace, Precinct 1	37,662	39,545	41,428.00	7,500	47,045	1,883
Justice of the Peace, Precinct 2	38,382	40,301	42,220.00	7,800	48,101	1,919
Justice of the Peace, Precinct 3	38,382	40,301	42,220.00	7,500	47,801	1,919
Justice of the Peace, Precinct 4	38,382	40,301	42,220.00	7,500	47,801	1,919
Court at Law, #1	109,344	139,000	9,000	840	148,840	29,656
Court at Law, #2	109,344	139,000	9,000	840	148,840	29,656
County Attorney	56,258	59,071	42,667		101,738	2,813
County Treasurer	49,183	51,642		1,920	53,562	2,459
Tax Assessor-Collector	47,983	50,382			50,382	2,399
Constable, Precinct 1	31,439	33,011		10,008	43,019	1,572
Constable, Precinct 2	30,076	31,580		10,008	41,588	1,504
Constable, Precinct 3	32,225	33,836	5,471	10,008	49,315	1,611
Constable, Precinct 4	32,225	33,836	5,471	10,008	49,315	1,611
Sheriff	57,663	60,546		600	61,146	2,883
Commissioner, Precinct 1	32,303	33,918	-	10,608	44,526	2,215
Commissioner, Precinct 2	32,129	33,735	-	10,758	44,793	2,656
Commissioner, Precinct 3	32,303	33,918	-	10,758	44,676	2,365
Commissioner, Precinct 4	33,971	35,670	-	10,758	46,428	2,449
<b>Totals</b>	<b>\$ 1,046,856</b>	<b>\$ 1,180,875</b>	<b>\$ 104,459</b>	<b>\$ 127,272</b>	<b>\$ 1,412,606</b>	<b>\$ 137,169</b>

*N/A - Not under Comm. Ct. Control*

---

KLEINFELDER

June 22, 2007

Mr. Tak S. Chu, P.E.  
Architectural Engineers Collaborative  
Littlefield Building  
106 East Sixth Street, Suite 450  
Austin, Texas 78701

**Subject: Proposal for Geotechnical Engineering Services  
Tom Green County Library  
Southeast Corner of South Irving St. and West Beauregard Ave.  
San Angelo, Texas**

Dear Mr. Chu:

As requested, Kleinfelder is pleased to submit this proposal for professional geotechnical engineering services. We understand that the project will consist of modification of the existing structure at the southeast corner of the intersection of South Irving Street and West Beauregard Avenue in San Angelo, Texas. Detailed structural information has not yet been provided to us; however, the modified building is anticipated to impart moderate to heavy structural loads.

The scope of work includes exploring subsurface soil conditions, obtaining physical and engineering soil/rock properties by laboratory testing, and providing design recommendations for the proposed building. This scope is discussed in detail below.

#### **SCOPE OF BASIC SERVICES**

##### **Field Exploration**

The proposed field exploration program for the project is summarized below.

- Contact the Texas One Call System to locate buried utilities within existing easements and right-of-ways.
- Drill 4 borings to an approximate depth of 35 feet.
- Obtain relatively undisturbed thin-walled tube samples and standard penetration test samples as appropriate for the soils encountered.
- Obtain N/X-size core samples when bedrock is encountered.

AUS7P269  
Copyright 2007 Kleinfelder  
All Rights Reserved

KLEINFELDER 5901 Maroon Road, Austin, TX 78723 (512) 926-6950 (512) 926-3312 fax

- Observe for groundwater seepage during drilling and record level.
- Backfill boreholes with cuttings and/or bentonite chips upon completion.

#### **Laboratory Testing**

Selected laboratory testing will be conducted on samples that are representative of materials obtained during the field exploration. The tests will be used to evaluate and classify the soils, identify subsurface site characteristics, and provide data for analysis. These tests may include:

- Moisture content.
- Atterberg limits (liquid and plastic limits).
- Percent passing No. 200 sieve or sieve analysis.
- Dry unit weight.
- Unconfined compressive strength.

Kleinfelder will retain soil and rock samples for 30 days after submittal of the report. Further storage or transfer of samples can be made at owner expense upon written request.

#### **Engineering Analysis and Report**

An engineering analysis and evaluation of the field and laboratory data will be performed for the project, based on available project concepts. Information to be provided in the report includes:

- Plan of borings illustrating the approximate location of each boring and scale to which the drawing is made.
- A log of each boring indicating the boring number, depth of each stratum, soil classification and description, and groundwater information.
- Summary of laboratory test results.
- Discussion of subsurface soil and groundwater conditions.
- General discussion of the site geology.
- Estimated soil movements.
- Recommendations for foundation design.
- Recommended lateral earth pressure values.
- Three bound copies of the report.

### **INFORMATION/SERVICES PROVIDED BY THE CLIENT**

We understand Architectural Engineers Collaborative will

- Designate in writing a person to act as their representative, with respect to the services rendered in this proposal.
- Locate, identify, and stake subsurface utilities or other structures or items that might be damaged during the field exploration program that are not located as part of the Texas One Call System.
- Obtain rights of entry, permits, easements, permission from landowners or other access permission, or authorization required to perform the services described in this proposal.
- Survey locations of boreholes and provide the information to Kleinfelder if that degree of accuracy is required; otherwise borings locations will be based on measurements taken from existing landmarks.
- Provide a site plan indicating existing and proposed structures (electronic format preferred).
- Provide current topographic map indicating existing grades and proposed grades.
- Provide cross sections indicating proposed cut/fill.
- Provide loading conditions and tolerance for differential movement.
- Furnish copies of all available information pertinent to the project including previous geotechnical reports and forensic work.

### **ADDITIONAL SERVICES**

The following services are not included in the *Basic Services* and will be considered as *Additional Services*, if and when required or requested:

- The services of specialty subconsultants or other special outside services other than those described in Basic Services.
- Any costs, including equipment replacement where applicable, associated with decontamination of personnel or equipment as a result of encountering hazardous or toxic materials at the site.
- Bulldozer or other equipment time required to achieve access to boring locations.
- Additional meetings other than those described in Basic Services.
- Additional copies of the report; additional submittals of draft reports other than those described in Basic Services; revisions to the report after final submission to Client; revisions to the report required as a result of changed regulations or design.
- Additional or increased insurance coverages (if available) other than those described in the "Terms and Conditions to Agreement".

- Coordination with regulatory agencies other than that described in Basic Services
- Sales or use taxes imposed and due on the professional services described in the Scope of Services after the date of this proposal.
- Any other services not specifically included in Basic Services.

#### **COMPENSATION**

Kleinfelder proposes to perform the *Basic Services* for a **lump sum of \$7,300.00**. This amount will not be exceeded without prior approval. Architectural Engineers Collaborative and Kleinfelder may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation. Services provided by Kleinfelder will be consistent with the engineering standards prevailing at the time and in the area that the work is performed; no other warranty, express or implied, is intended. The invoicing for this project will be based on the attached Fee Schedule, and the actual quantity of work performed.

#### **ANTICIPATED SCHEDULE**

The field exploration will begin approximately 5 to 10 days from the time authorization is received. The fieldwork will require approximately 2 days and the laboratory testing should be completed within 5 to 7 days after completion of the field exploration. The analyses and report preparation should be completed within 2 weeks after completion of the laboratory testing.

#### **AUTHORIZATION**

Please indicate your approval of the proposal by signing two originals of the Master Services Agreement and the Work Order, attached. After you have signed two originals, please return both to our office. One fully executed original will be returned to you. Both parties must accept any modifications of the attached language.

If you have any questions, please do not hesitate to call. We thank you for your consideration of our proposal, and we look forward to working with you.

Sincerely,  
**KLEINFELDER**



Hun Soo Ha  
Geotechnical Project Manager



William Bong  
Geotechnical Group Manager

Distribution (via Email): Addressee (1)

Attachments:

Work Order  
ASFE Statement  
Master Services Agreement



# KLEINFELDER

## WORK ORDER NO:

Issued Pursuant to Master Services Agreement (Reference Number AUS7C169) by and between Kleinfelder Central, Inc. (KLEINFELDER) and Architectural Engineers Collaborative (CLIENT).

Effective Date: 06/22/2007

CLIENT Office: San Angelo, TX

KLEINFELDER Project No: \_\_\_\_\_

Work Order Type: ☐ Time and Material  
☒ Fixed Price  
☐ Other (describe):

CLIENT Reference No: N/A

KLEINFELDER Office: Austin, TX

KLEINFELDER Contact: Hun Soo Ha

1. SCOPE OF WORK: As described in proposal AUS7P 269
2. LOCATION/CLIENT FACILITY INVOLVED: Southeast Corner of South Irving St. and West Beauregard Ave.
3. PERIOD OF PERFORMANCE: FROM: Returned Signed Authorization TO: To be Determined
4. AUTHORIZED FEES: \$7,300.00
5. SPECIAL PROVISIONS:

CLIENT: Architectural Engineers Collaborative

KLEINFELDER CENTRAL, INC.:

Signature: \_\_\_\_\_  
Printed  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: 106 East Sixth Street, Suite 450  
Austin, Texas 78701

Address: 3601 Manor Rd.  
Austin, TX 78723

Phone: \_\_\_\_\_

Phone: 512-926-6650

# Important Information About This Geotechnical Engineering Proposal

*Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.*

*While you cannot eliminate all such risks, you can manage them. The following information is provided to help.*

## **Participate in Development of the Subsurface Exploration Plan**

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are uniform and that all clients have the same needs. *Avoid the problems that can stem from such assumptions by finalizing the plan and other decisions directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations.* If you have been told that this step is unnecessary, that client preferences do not influence the scope of geotechnical engineering, or that someone else far, *anticipate your needs as well as you, you have been told wrong.* No one else can discuss your geotechnical needs better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that accepting a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Average your risk. Get involved.*

## **Expect the Unexpected**

The nature of geotechnical engineering is such that planning needs to anticipate the unexpected. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did

whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients would thank them to do so. But some, *obviously, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to subcontract in a timely manner, or failed to provide proper documentation.* *What are your provisions? How is he permitted to subcontract additional professional services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent troubles from growing into major claims.

## **Have Realistic Expectations About Recommendations**

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be satisfactorily during construction. For that reason, most geotechnical engineering processes offer the construction consultant services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation is an offer to better manage your risk.* Clients who do not take advantage of such an offer, clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not

have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

### **Realize That Geoenvironmental Issues Have Not Been Covered**

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

### **Obtain Professional Assistance To Deal with Mold**

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project is *not* a mold prevention consultant: *none of the services being offered have been designed or proposed for the purpose of mold prevention.*

### **Have the Geotechnical Engineer Work with Other Design Professionals and Constructors**

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by hav-

ing your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

### **Read Responsibility Provisions Closely**

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely. Ask questions. Your geotechnical engineer should respond fully and frankly.*

### **Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance**

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm's membership in ASFE by contacting ASFE directly or at its website.



8911 Oakview Road/Suite G106, Silver Spring, MD 20910  
Telephone: 301/585-2733 Fax: 301/589-2017  
e-mail: info@asfe.org www.asfe.org

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135P000401.M

# KLEINFELDER

## MASTER SERVICES AGREEMENT

This Master Services Agreement (Agreement) is made by and between Kleinfelder Central Inc. (KLEINFELDER) with an address at 3601 Manor Road, Austin, TX 78723 and Architectural Engineers Collaborative with an address at 106 East Sixth Street, Suite 450, Austin, Texas 78701 (hereinafter referred to as CLIENT).

NOW, THEREFORE, in consideration of the mutual undertakings set forth below, the Parties agree as follows:

**1. WORK ORDERS AND SCOPE OF SERVICES:** This Agreement anticipates the execution of various written Work Orders (see Exhibit 1, Sample Work Order) and sets forth the terms and conditions pursuant to which KLEINFELDER will provide CLIENT the services (Services) specified in KLEINFELDER's Proposal and in each Work Order. Each Work Order shall define the scope of Services to be performed, the location of CLIENT's project for providing such Services, the time period for performance, the agreed-upon fees, and additional provisions, if any, applicable to such Services.

**2. STANDARD OF CARE:** KLEINFELDER will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of KLEINFELDER's profession practicing in the same locality, under similar conditions and at the date the services are provided. Due to limitations in current technology, no level of assessment can conclusively determine whether a property or its structures are completely free of geotechnical hazards or hazardous substances (including mold). CLIENT is advised to carefully review any other pertinent limitations described in the Proposal or in the scope of Services. If included in the Services, KLEINFELDER's Services during construction will be limited to observation and testing of construction operations. KLEINFELDER will not be responsible for constant or exhaustive inspection of the work, the means and methods of construction or the safety procedures employed by others. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies, or omissions may occur. Parties agree that, before exercising any other remedy for any alleged breach by KLEINFELDER of the standard of care hereunder, CLIENT will direct KLEINFELDER in writing to re-perform any defective Services. KLEINFELDER will only sign certifications if approved by KLEINFELDER in writing prior to start of Services. CLIENT understands that any such certifications are statements of professional opinion only. KLEINFELDER makes no other representation, guarantee, or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided under this Agreement.

**3. KLEINFELDER'S RESPONSIBILITIES:** KLEINFELDER will perform the Services as an independent contractor and shall not act as an agent or employee of CLIENT. KLEINFELDER shall be solely responsible for the conduct of its own employees and for any of its employees' compensation, benefits, contributions, and payroll taxes. KLEINFELDER will, as directed by CLIENT or its agent (i) provide qualified staff to perform the Services specified in the Work Order; (ii) maintain records of Project site activities and costs for a period of three (3) years from completion of KLEINFELDER's services; (iii) work, to the extent reasonably possible, in coordination with CLIENT's employees, contractors, consultants and other site staff so as not to impede the progress of the Project; and (iv) require its personnel to maintain a safe, clean and orderly work environment.

**4. TERM AND TERMINATION:** The term of this Agreement shall commence on the date of execution of this Agreement, except as to Services authorized by CLIENT and performed by KLEINFELDER prior to execution of this Agreement, and shall continue in effect for a period of two years or until terminated by either party as provided herein. Either party may terminate this Agreement or any Work Order at any time, with or without cause, by providing not less than ten (10) days advance written notice to the other party. Notwithstanding the termination of this Agreement, this Agreement will survive as to any and all Work Orders signed by both Parties prior to the Agreement's effective termination date, and until all of the rights and obligations of both Parties hereunder have been fulfilled. CLIENT shall compensate KLEINFELDER for all Services performed hereunder through the date of any termination and for all reasonable costs and expenses incurred by KLEINFELDER in effecting the termination, including, without limitation, non-cancelable commitments, fixed cost components, and other demobilization costs.

**5. COMPENSATION:** KLEINFELDER may be compensated for its Services either on a time-and-materials or fixed-price basis or any other method as mutually agreed upon and as specified in each Work Order. CLIENT agrees to provide any invoice format and contents requirements to KLEINFELDER in advance of signing this Agreement. Additional charges

## KLEINFELDER

may apply to any contracting or invoicing specifications outside of KLEINFELDER's standard procedures. CLIENT understands that time-and-materials pricing should be construed as an estimate only and that true costs may be higher or lower, depending on actual circumstances. If a Work Order is to be performed on a time-and-materials basis, KLEINFELDER shall be reimbursed for all hours worked and other costs incurred at the rates and terms set forth in its then current fee schedule. KLEINFELDER shall submit its invoices for Services rendered to CLIENT monthly. The terms of payment are net thirty (30) days from date of invoice, with a one and one-half percent (1.5%) per month service charge on balances past due. Interest on amounts that are past due shall be computed from the initial date of invoice. KLEINFELDER may suspend performance of Services under this Agreement until KLEINFELDER has been paid in full for all balances past due, including applicable service charges. KLEINFELDER shall be entitled to recover all its attorney's fees and costs resulting from its efforts to secure payment from Client.

**6. INSURANCE:** KLEINFELDER currently carries Worker's Compensation, Commercial General Liability, and Automobile Liability Insurance for bodily injury and property damage. In addition, KLEINFELDER carries Professional Liability and Pollution Prevention insurance coverage.

**7. CHANGES:** CLIENT or KLEINFELDER may request changes to the scope of Services by altering, adding to, or deleting from the Services to be performed by KLEINFELDER. Both Parties agree to negotiate in good faith to determine changes in scope, any needed equitable adjustment to the price and time for performance of the affected Work Order, and to execute an amended Work Order. Should the total cost of KLEINFELDER's performance under a Work Order be greater than the estimated amount, KLEINFELDER will notify CLIENT. Failure by both parties to renegotiate in good faith the terms and conditions of any Work Order may result in suspension of work without penalties, and termination of this Agreement by KLEINFELDER.

**8. FORCE MAJEURE:** If the performance of Services by KLEINFELDER is affected by causes beyond its reasonable control, Force Majeure shall result. Force Majeure includes acts of God; acts of a legislative, administrative, or judicial entity; acts of CLIENT's separate contractors and consultants; war; fires; floods; labor disturbances; and unusually severe or unanticipated weather.

**9. INSTRUMENTS OF SERVICE:** All reports, drawings, plans, or other documents (or copies) furnished to KLEINFELDER by the CLIENT, shall, at CLIENT's written request, be returned upon completion of the Services; provided, however, that KLEINFELDER may retain one (1) copy of all such documents for record keeping purposes. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by KLEINFELDER pursuant to this Agreement are instruments of service. Exclusive ownership, copyright and title to all such instruments of service shall remain with KLEINFELDER. The opinions and other information prepared or furnished by KLEINFELDER under this Agreement, including, without limitation, its instruments of service, are not intended to inform, guide, or otherwise influence any entities or persons other than CLIENT with respect to any particular business transactions and should not be relied upon by any entities or persons other than CLIENT for any purpose. Any requests by third parties for reliance upon the Instruments of Service will be subject to advance approval at KLEINFELDER's sole discretion and subject to the terms of KLEINFELDER's then effective policy, which governs additional fees and limitations related thereto. KLEINFELDER will not be responsible for damages resulting from any unauthorized use by CLIENT or others of the instruments of service furnished by KLEINFELDER under this Agreement.

**10. CLIENT'S RESPONSIBILITIES:** CLIENT agrees to (i) convey and discuss with KLEINFELDER all available material, data, and information pertaining to the Services, including, without limitation, the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, any hazards that may be present, the nature and location of underground or otherwise not readily apparent utilities, summaries and assessments of the site's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the site or Project; (ii) ensure the cooperation of CLIENT's employees and separate contractors and consultants; and (iii) be solely responsible for determining whether the Project is subject to prevailing wage regulations and to notify Kleinfelder of such determination in advance of its proposal.

**11. ALLOCATION OF RISK** Neither party shall be responsible to the other for any special, incidental, indirect, penal or consequential damages (including lost profits) incurred by either KLEINFELDER or CLIENT or for which either party may be liable to any third party. The indemnity obligations and the limitation of liability established below shall survive the expiration or termination of this Agreement.

## KLEINFELDER

- (a) **Indemnification of CLIENT.** Subject to the provisions and Limitation of Liability of this Agreement, KLEINFELDER agrees to indemnify and hold harmless CLIENT, its shareholders, officers directors, employees, and agents from and against any claims, suits, damages, expenses, including reasonable attorneys' fees, or other losses (collectively "Losses") to the extent caused by KLEINFELDER's negligent performance of Services under this Agreement.
- (b) **Indemnification of KLEINFELDER.** Client will indemnify and hold harmless KLEINFELDER, its shareholders, officers, directors, employees, and agents from and against Losses to the extent caused by the negligence of Client, its employees, agents, and contractors. CLIENT'S obligation to indemnify shall include any Losses, resulting from (1) a subsequent determination that the Project is subject to prevailing wage regulations, and (2) Losses arising from the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, the exposure of any person to, or any degradation of the environment due to Hazardous Materials.
- (c) **Limitation of Liability:** The total liability of KLEINFELDER arising out of or related to this Agreement, whether based in contract or tort, shall be limited to the greater of the compensation actually paid to KLEINFELDER for the Services under all Work Orders or \$50,000. This limitation of liability shall include any Losses payable to Client under 11(a), Indemnification of CLIENT. All claims by CLIENT against KLEINFELDER shall be deemed waived unless written notice of the claim has been provided to KLEINFELDER within one (1) year after substantial completion of the Services performed under a particular Work Order. CLIENT agrees that any claim or suit for damages made or filed against KLEINFELDER by CLIENT will be made or filed solely against KLEINFELDER or its successors or assigns and that no shareholder or employee of KLEINFELDER shall be personally liable to CLIENT for damages under any circumstances. This Limitation of Liability applies to any and all claims, no matter how pleaded, including claims for errors and omissions, breach of contract, negligence, or breach of fiduciary duty and applies to all phases of Services performed under this Agreement. KLEINFELDER's total liability to CLIENT and anyone claiming by, through, or under CLIENT for damages shall not exceed the percentage share that KLEINFELDER's negligence bears to the total negligence of all negligent entities and individuals

**12. NO CONTROL OF MEANS AND METHODS OF OTHERS:** KLEINFELDER will not have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs of CLIENT's separate contractors and consultants in connection with the Project. KLEINFELDER's services do not include any job site safety obligations required by the project or any applicable code or regulation.

**13. SITE ACCESS:** CLIENT shall, as may be required by KLEINFELDER for the successful and timely completion of Services: (i) provide unimpeded and timely access to the site, including third party sites, if required; (ii) provide an adequate area for KLEINFELDER's site office facilities, equipment storage, and parking; (iii) furnish all construction utilities and utility releases necessary for the performance of the Services; and (iv) obtain Project-specific permits and licenses necessary for the performance of the Services.

**14. WARRANTY OF TITLE, WASTE OWNERSHIP:** KLEINFELDER does not take title to any hazardous materials found at the project site. Any risk of loss with respect to all materials shall remain with the project site owner, who shall be considered the generator of such materials, execute all manifests as the generator of such materials, and be liable for the arrangement, transportation, treatment, and/or disposal of all material. All samples shall remain the property of the CLIENT. CLIENT shall promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.

**15. ASSIGNMENT AND SUBCONTRACTING:** This Agreement does not create any right or benefit to anyone other than CLIENT and KLEINFELDER and shall not be assigned by either party without the prior written approval of the other party. KLEINFELDER, however, may elect to subcontract portions of the Services to a qualified subcontractor.

**16. DISPUTE RESOLUTION:** If a claim or dispute arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, both Parties agree to attempt to resolve the claim or dispute (1) at a meeting between the principals within fifteen (15) days of receipt by either party of a notice and description of the dispute, and failing resolution (2) mediation in accordance with the AAA Construction Industry Mediation Rules then in effect within forty-five (45) days from service of written notice. If the claim or dispute cannot be resolved through mediation and unless otherwise

AUS7C169  
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Page 3 of 5

\_\_\_\_\_  
Kleinfelder  
Client

## KLEINFELDER

mutually agreed, either party may file suit in an appropriate court in the state of the KLEINFELDER office entering into this Agreement.

**17. WAIVER OF TERMS AND CONDITIONS:** The failure of either Party in any one or more instances to enforce one or more of the terms or conditions of this Agreement, or to exercise any right or privilege in this Agreement, or the waiver by KLEINFELDER or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such waiver had occurred.

**18. SEVERABILITY:** Every term or condition of this Agreement is severable from the others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.

**19. GOVERNING LAWS:** This Agreement shall be governed and construed in accordance with the laws of the State of the KLEINFELDER office entering into this Agreement.

**20. ENTIRE AGREEMENT:** The terms and conditions set forth herein, including any associated Work Orders, constitute the entire understanding and agreement of both Parties with respect to the Services. Any amendment or revision to this Agreement shall be in writing and signed by an authorized representative from each party. Any oral modification or revision of this Agreement or any Work Order shall not operate to modify this Agreement or any Work Order.

In witness whereof, CLIENT and KLEINFELDER have caused this Agreement to be executed by their respective duly-authorized representatives as of this       day of       , 2007.

**CLIENT:** Architectural Engineers Collaborative

**KLEINFELDER CENTRAL, INC.:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT:** Exhibit 1, Work Order (Sample Only)

KLEINFELDER

EXHIBIT 1  
WORK ORDER NO: (SAMPLE ONLY)

Issued Pursuant to Master Services Agreement (Reference Number or Date of Execution ) by and between  
Kleinfelder Central, Inc. (KLEINFELDER) and (CLIENT).

Effective Date:

CLIENT Office: (Location)

KLEINFELDER Project No:

Work Order Type: ☐ Time and Material  
☐ Fixed Price  
☐ Other (describe):

CLIENT Reference No:

KLEINFELDER Office:

KLEINFELDER Contact

1. SCOPE OF WORK:

(Continue on additional page, if needed)

2. LOCATION/CLIENT FACILITY INVOLVED:

3. PERIOD OF PERFORMANCE: FROM: TO:

4. AUTHORIZED FEES:

5. SPECIAL PROVISIONS:

CLIENT:

KLEINFELDER CENTRAL, INC.:

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_



**COMMISSIONERS' COURT  
TOM GREEN COUNTY**



**Line-Item Transfers**

Michael D. Brown  
County Judge

June 27, 2007

**Fund:** General Fund

<u>Department</u>	<u>Account</u>	<u>Budget Increase</u>	<u>Budget Decrease</u>
025 County Attorney	0496 Notary Bond	71.00	
025 County Attorney	0435 Books		71.00

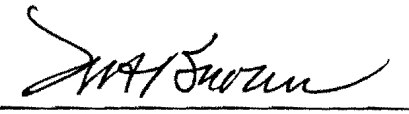
**Reason**

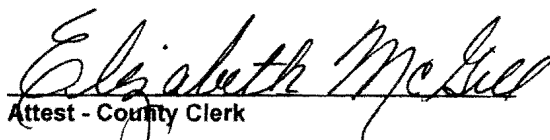
To transfer funds to pay for notary bond costs.

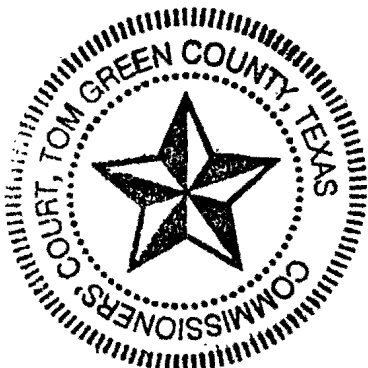
  
\_\_\_\_\_  
Department Head

7-10-07  
\_\_\_\_\_  
Date Approved by Commissioners' Court

  
\_\_\_\_\_  
Auditor

  
\_\_\_\_\_  
County Judge

  
\_\_\_\_\_  
Attest - County Clerk



# COMMISSIONERS' COURT TOM GREEN COUNTY



## Line-Item Transfers

Michael D. Brown  
County Judge

July 9, 2007

Fund: General Fund

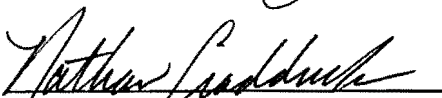
<u>Department</u>	<u>Account</u>	<u>Budget Increase</u>	<u>Budget Decrease</u>
014 District Clerk	0301 Office Supplies		510.00
014 District Clerk	0428 Travel & Training	510.00	

### Reason

Transfer funds to cover travel & training expenditures.

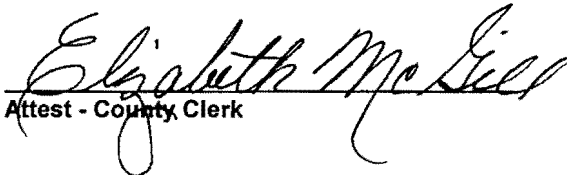
  
Department Head

7-10-07  
Date Approved by Commissioners' Court

  
Auditor

  
County Judge



  
Attest - County Clerk

**COMMISSIONERS' COURT  
TOM GREEN COUNTY**



**Line-Item Transfers**

Michael D. Brown  
County Judge

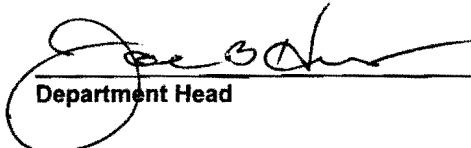
July 3, 2007

**Fund:** SHERIFF'S OFFICE GRANTS 654

<u>Department</u>	<u>Account</u>	<u>Budget Increase</u>	<u>Budget Decrease</u>
028 CIU	0388 Cell Phone	371.00	
028 CIU	0435 Books		371.00

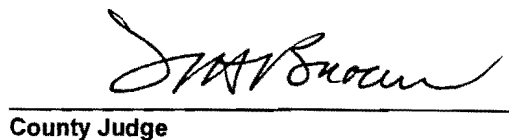
**Reason**

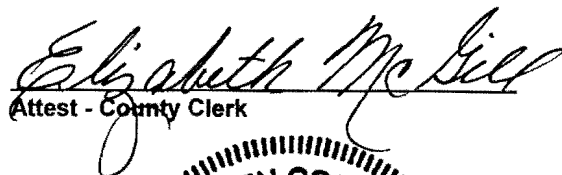
Transfer funds to cover Western Communication Charges

  
\_\_\_\_\_  
Department Head

7-10-07  
\_\_\_\_\_  
Date Approved by Commissioners' Court

  
\_\_\_\_\_  
Auditor

  
\_\_\_\_\_  
County Judge

  
\_\_\_\_\_  
Attest - County Clerk

