

TYLER COUNTY COMMISSIONERS COURT
SPECIAL MEETING
January 25, 2007 ---- 9:00 a.m.

THE STATE OF TEXAS ON THIS THE 25th day of January, 2007 the
Commissioners' Court in and for Tyler County, Texas convened in an Special Meeting at the
Commissioners' Courtroom in Woodville, Texas, the following members of the Court present,
to wit: MARTIN NASH COMMISSIONER, PCT. #1
 RUSTY HUGHES COMMISSIONER, PCT. #2, presiding
 JOE MARSHALL COMMISSIONER, PCT. #3
 JACK WALSTON COMMISSIONER, PCT. #4
 DONECE GREGORY COUNTY CLERK, EX OFFICIO

The following were absent: Judge Blanchette thereby constituting a quorum. In addition to the
above were: JOYCE MOORE COUNTY AUDITOR
 MELISSIE EVANS DISTRICT CLERK
 JOE SMITH CRIMINAL DISTRICT ATTORNEY
 JESSIE WOLF SHERIFF
 KINNEY SIMPSON ADULT PROBATION OFFICER

Melissie Evans, District Clerk, requested approval for Garry Mattingly to attend a seminar to
receive continuing education to keep his certification for being bailiff and security for the
district court. **Commissioner Marshall** motioned to authorize the expenses of approximately
\$1237.59 for Mr. Mattingly attending the 2007 Annual Investigation Conference to be paid
from the **courthouse security fund**. **Commissioner Walston** seconded the motion. All voted
yes and none no.

Kinney Simpson presented **Community Service** contract between the county and the **Adult
Probation department**. He presented statistics of the past benefits to the county. John Taylor
will be the community service coordinator. Worksites had to be approved by the county judge
and the two district judges. A motion was made by **Commissioner Marshall** and seconded by
Commissioner Walston to renew the contract with the probation department. All voted yes
and none no. SEE ATTACHED

Sharon Fuller, County Treasurer entered the meeting.

Clint Sturrock and Sheriff Wolf presented request for two **patrol vehicles** for the **sheriff's
department**. Commissioner Walston questioned the legality of the participation fee being
charged to the county. The County Auditor indicated this was for the Houston/Galveston unit
and the county would be required to pay this fee. **Commissioner Marshall** motioned approval
to purchase two patrol units, in the amount of \$38,500, through the Texas Buy Board.
Commissioner Walston seconded this motion. All voted yes and none no.

Commissioner Walston motioned approval to purchase a CAT 420E backhoe/loader for
Precinct #4 through the Texas Buy Board. This equipment will be purchased with cash and
not with time warrants. **Commissioner Marshall** seconded the motion. All voted yes and
none no. SEE ATTACHED.

Having explained to Ms. Kellum the 2007 budget had been adopted, **Commissioner Nash**
motioned to table discussion of the **budget** for the **extension program** until the budget
workshops for 2008. **Commissioner Walston** seconded the motion. All voted yes and none
no.

A motion was made by Commissioner Nash and seconded by Commissioner Walston for the
meeting to adjourn.

**NOTICE OF TIME AND PLACE OF MEETING
COMMISSIONERS' COURT, TYLER COUNTY, TEXAS**

THIS NOTICE IS POSTED IN ACCORDANCE WITH V.A.T.S.-17 NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING WILL BE HELD ON THURSDAY, JANUARY 25, 2007 AT 9:00 A.M. IN THE COMMISSIONERS' COURTROOM, FIRST FLOOR, TYLER COUNTY COURTHOUSE.

AGENDA

JOHN TAYLOR, coord

*add changes in court
Kadik - case*

1. ✓ **CONSIDER AND APPROVE COMMUNITY SERVICE CONTRACT BETWEEN TYLER COUNTY AND ADULT PROBATION.** *m/w*
2. *m/w* **CONSIDER AND APPROVE PURCHASE OF TWO (2) PATROL UNITS FROM THE TEXAS BUY BOARD.** *38,500*
3. *w/m* **CONSIDER AND APPROVE PURCHASE OF CAT 420E BACKHOE LOADER FROM THE TEXAS BUY BOARD.** *Cash*
4. *m/w* **CONSIDER AND APPROVE 2007 ANNUAL INVESTIGATION CONTINUING EDUCATION TO BE FUNDED BY COURTHOUSE SECURITY FUND.** *mp H. m/j 1237.59*
5. *w/w* **DISCUSS BUDGET FOR EXTENSION PROGRAM.** *Kellum 207*

NO. _____ TIME 9:50 AM

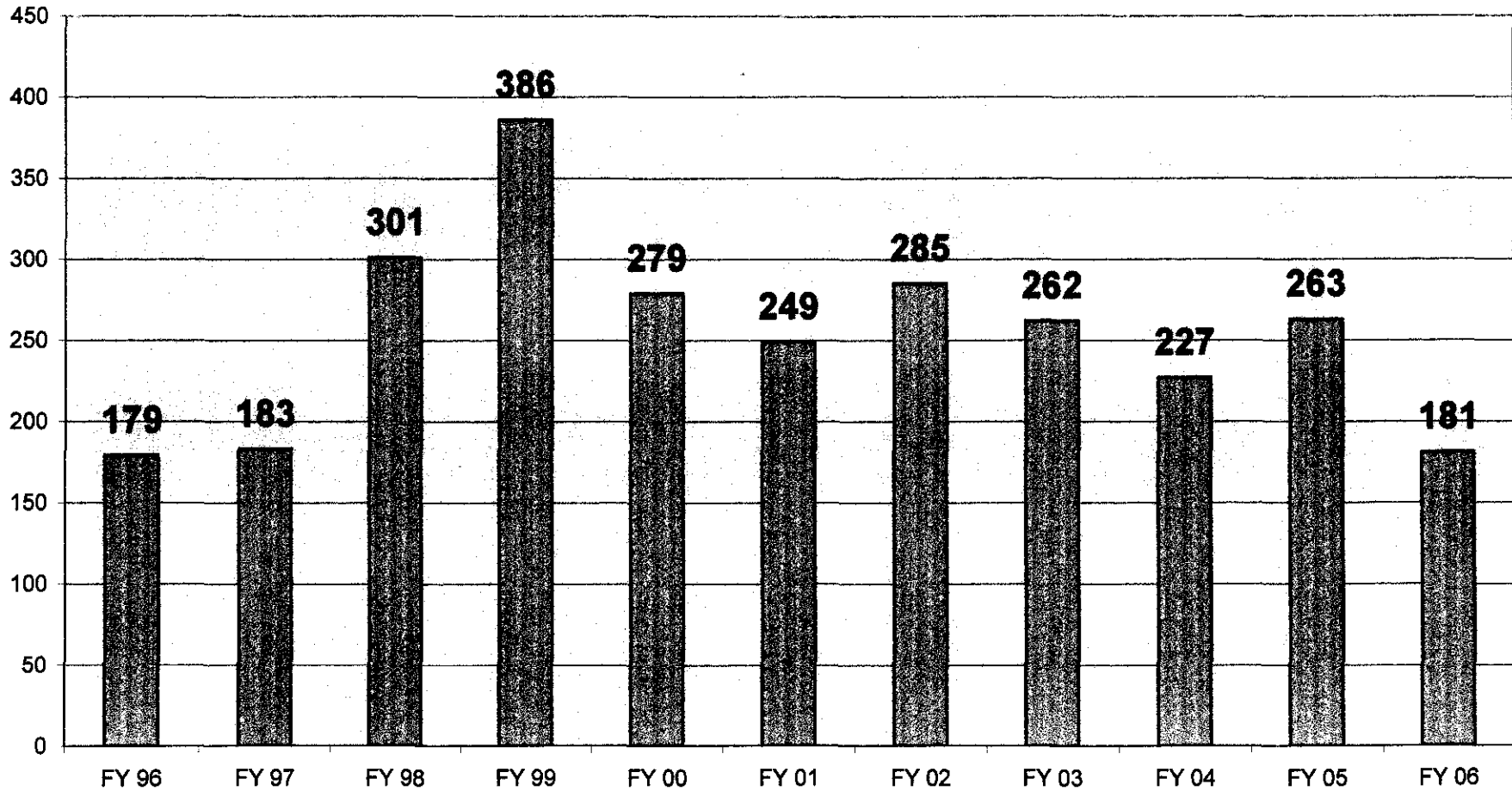
JAN 23 2007

DONECE GREGORY, COUNTY CLERK
TYLER COUNTY, TEXAS
By *[Signature]*

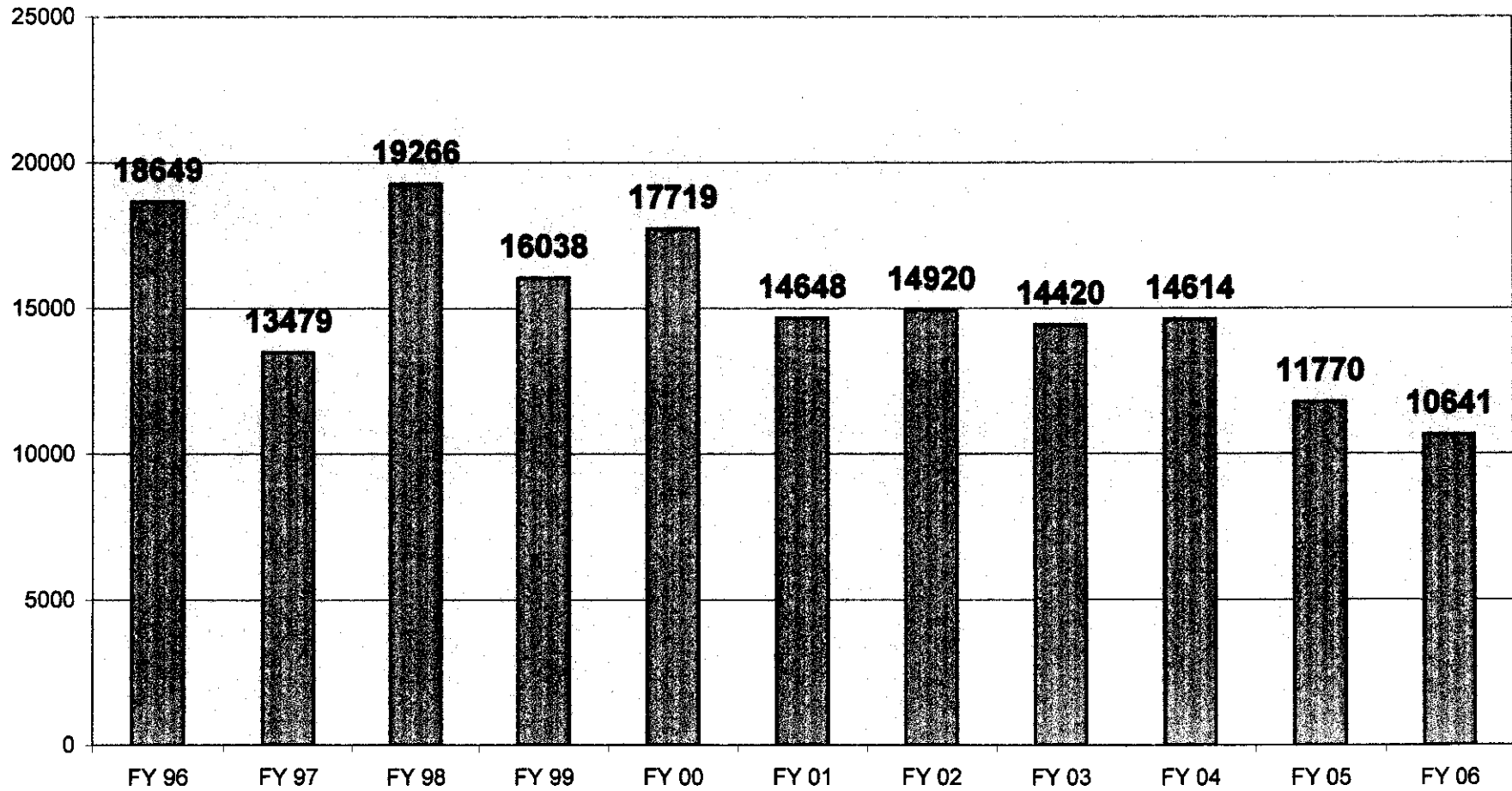
[Signature: Rusty Hughes]
RUSTY HUGHES
COUNTY JUDGE PRO TEM

WPA/ST
Howp/Gold has to pay fee
"adm" fees legal
0.00

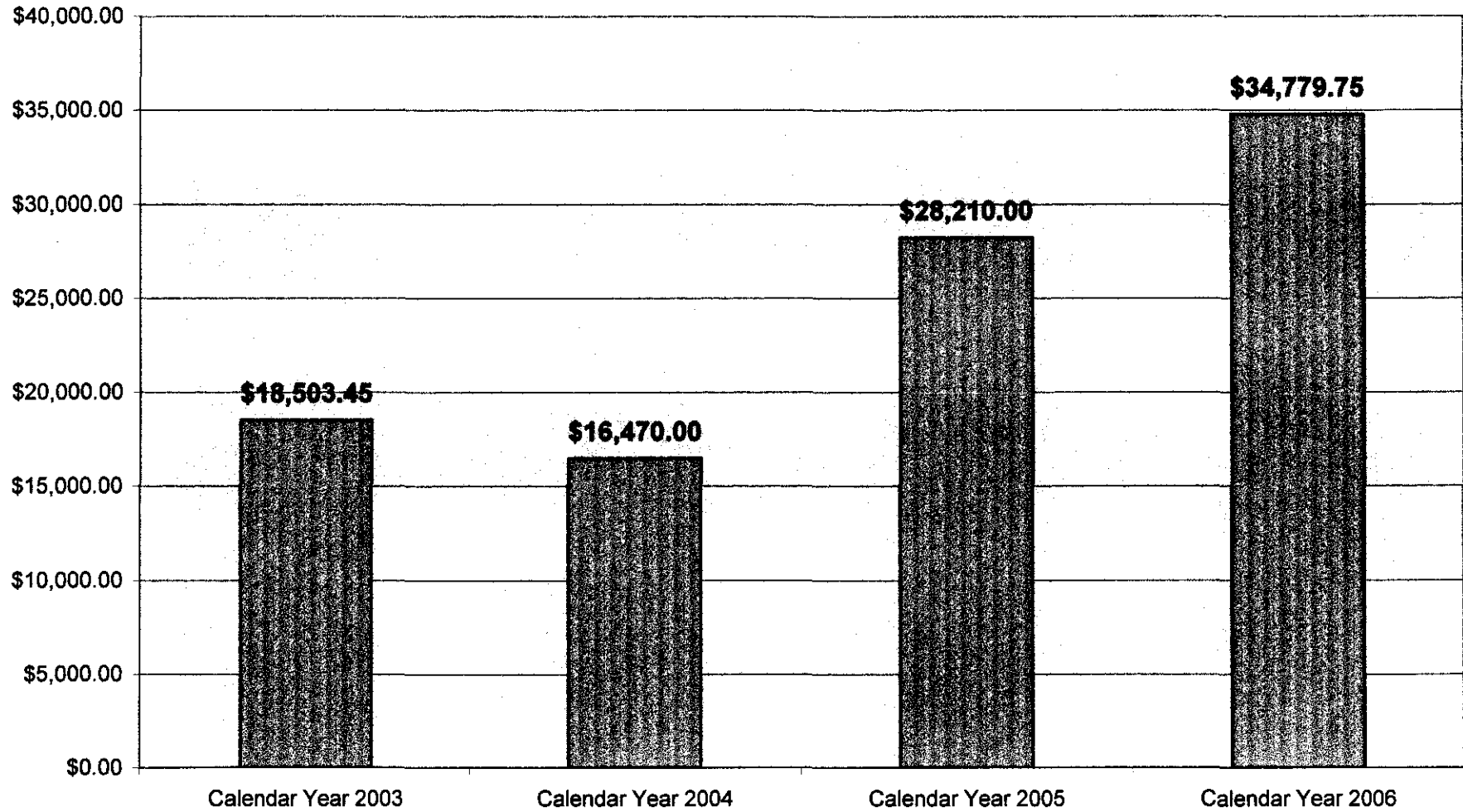
**COMMUNITY SERVICE
OFFENDERS WORKED
FY 96 - FY 06**



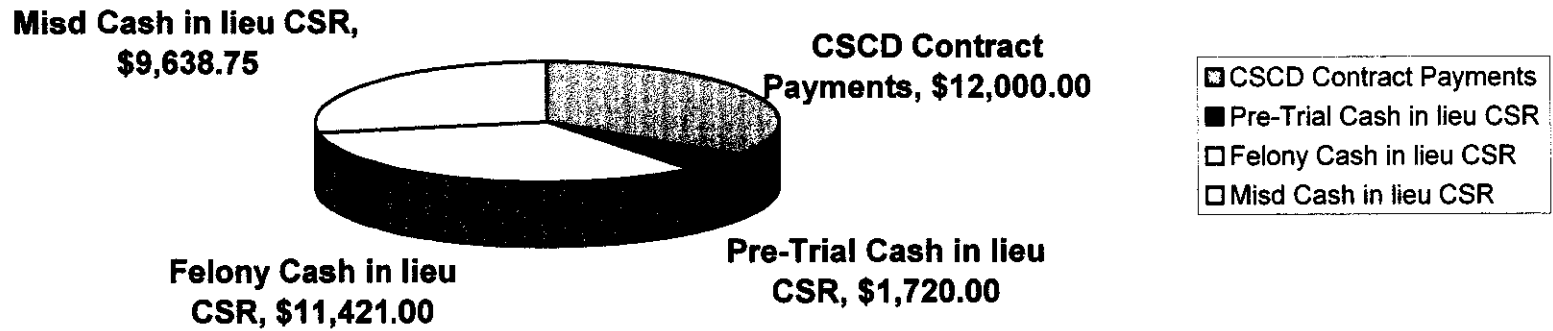
COMMUNITY SERVICE NUMBER OF HOURS WORKED FY 96 - FY 06



COMMUNITY SERVICE REVENUE COMPARISON 2003 - 2006



COMMUNITY SERVICE REVENUE 2006 TOTAL \$34,779.75



**NON-RESIDENTIAL SERVICE AGREEMENT
COMMUNITY SERVICE**

This agreement made and entered into on the 25th day of January, 2007, by and between Tyler County Community Supervision and Corrections Department hereinafter referred to as CSCD and Tyler County Commissioners Court hereinafter referred to as Tyler County.

Article I

Tyler County hereby agrees to provide the following listed services to defendants referred by the CSCD:

- 1.1 Provide work site supervision to offenders six days a week, 52 weeks of each fiscal year who are assigned to perform community service in accordance with Article 42.12, Sec. 16 of the Texas Code of Criminal Procedures;
- 1.2 Offender may only perform meaningful work that is commensurate with each offender's abilities that are approved by the sentencing judges; (See Attachment A for list of Agencies approved)
- 1.3 Tyler County will insure job site safety; report all misconduct including disrespectful, irresponsible, dangerous and poor job performance to the CSCD;
- 1.4 Tyler County will provide safety equipment and tools necessary to perform the various jobs required.
- 1.5 Tyler County will provide the CSCD weekly, accurate time sheets for each offender that performs community service work.

Article II

For the service agreed upon to be performed during the term of this Agreement and subject to the limitations set forth herein, the CSCD agrees to reimburse Tyler County the sum of \$1000 per month.

Article III
REPRESENTATIONS AND WARRANTIES

- 3.1 Use of Payments. No part of the Payments made to Tyler County will be expended for any consultant fees or honorariums to any employee of CSCD or for unallowable costs. Tyler County shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services. TYLER COUNTY MAY NOT collect participant fees from any individual who receives Services hereunder.
- 3.2 Non-Discrimination. In the performance hereof, Tyler County warrants that it shall not discriminate against any employee, subVENDOR, or Defendant on account of race, color, handicap, religion, sex, national origin, or age. In addition, Tyler County shall not discriminate against employees, subVENDORS, or Defendants who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS.

Article IV
GENERAL CONDITIONS

- 4.1 No SubVENDORS. No subVENDOR may be utilized by Tyler County unless CSCD has furnished prior written approval thereof.
- 4.2 Payment to Employees or Agents of CSCD. Tyler County warrants that no employee or agent of CSCD has been retained to solicit or secure this AGREEMENT and that Tyler County has not paid or agreed to pay any employee of CSCD any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the making of this AGREEMENT or as an inducement for entering into this AGREEMENT. The unauthorized offering or receipt of such payments may result in the immediate termination of this AGREEMENT by CSCD.
- 4.3 Payment to Vendor. Tyler County agrees to submit a monthly billing statement (invoice) to the CSCD. The invoice or statement must provide an itemized list of services performed during the invoice period and must include the names of all clients treated and the amount of time rendered with each client. The CSCD agrees to pay Tyler County in accordance with this agreement. VTCA Government Code Section 2251.021 (a).
- 4.4 Availability of Funds. This agreement is subject to the availability of state funds as appropriated by the State Legislature and as made available by

Texas Department of Criminal Justice-Community Justice Assistance
Division.

- 4.5 Misspent Funds. Any funds deemed inappropriate based on approved budgets, the Financial Management Manual for TDCJ-CJAD Funding or the Contract Management Manual for TDCJ-CJAD Funding by TDCJ-CJAD staff, CSCD Staff or any CSCD or state designee will be subject to refund by Tyler County.
- 4.6 Visitation by State Employees. Tyler County shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the CSCD and the Texas Board of Criminal Justice to monitor the delivery of Services.
- 4.7 No SubVENDORS. No subVENDOR may be utilized by Tyler County unless CSCD has furnished prior written approval thereof.
- 4.8 Non-Collusion. Tyler County warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this Agreement with CSCD, and Tyler County has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, CSCD shall have the right to terminate this Agreement without liability, or in its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.
- 4.9 Termination at Will. Either party may terminate this Agreement for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. CSCD'S only obligation for terminating this Agreement pursuant to this section shall be the payment to Tyler County of Payments earned hereunder up to the date of termination. Tyler County's only obligation for terminating this Agreement pursuant to this section shall be to provide Services until the date of termination. Neither Tyler County nor CSCD shall thereafter be entitled to any other bonus damage, settlement or compensation for expected or lost profits or otherwise.

Article V
ADMINISTRATION AND FISCAL SYSTEM

- 5.1 Administrative Controls. Tyler County shall establish, document and maintain adequate administrative and internal controls to ensure that only

allowable costs are billed hereunder in accordance with the Program Budget.

- 5.2 Conflict of Interest. Tyler County shall establish safeguards to prohibit members of the governing board, contractual personnel, consultants, volunteers, and employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family or business relationships.
- 5.3 Remuneration. Staff of Tyler County shall not pay or receive any commission, consideration, or benefit or any kind related to the referral of a Defendant for treatment or engage in fee-splitting with other professionals.
- 5.4 Disclosure. Tyler County is required to immediately or timely, as the case may be, disclose to CSCD and TDCJ-CJAD the following:
- (a) If any Person who is an employee or director of Tyler County is required to register as a lobbyist under Texas Government Code Chapter 304, at any time during the term hereof, Tyler County shall provide to CSCD and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
 - (b) If any Person who is an employee, subVENDOR, or director of Tyler County is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;
 - (c) The receipt by Tyler County of funds other than, or in addition to, those paid by CSCD for Services hereunder, it being agreed that in such event, CSCD shall be entitled to reimbursement of such portion of such funds as it is attributed to the provision of Services hereunder. As used in this subparagraph, the term "funds" means any amounts received by Tyler County on behalf of any Defendant who is receiving Services at Facility.
 - (d) Report any actions or citations by Federal, State, or local governmental agencies that may affect Tyler County's licensure status or its ability to provide Services hereunder.
- 5.5 Withhold Payments. The CSCD may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by Tyler County. CSCD reserves the right to suspend Defendant placements, withhold Payments, or require the return of

Payments in the case of noncompliance with CSCD Policies, including, but not limited to, recurring, acts of noncompliance and expenditures for unallowable costs.

- 5.6 Accounting Records. Tyler County agrees to maintain a program specific accounting or bookkeeping system in accordance with line item categorization as outlined in the Program Budget negotiated between Tyler County and CSCD.
- 5.7 Audit of Records. Tyler County agrees to furnish to CSCD and/or the Texas Department of Criminal Justice-Community Justice Assistance Division (TDCJ-CJAD) and/or their designees such information as may be requested which relates to the services described in this AGREEMENT. Tyler County shall permit CSCD and/or TDCJ-CJAD and or their designee to audit/inspect records and reports, review services, and/or evaluate the performances of services at any time. Tyler County shall provide reasonable access to all the records, books, reports and other necessary data and information requested by CSCD and/or TDCJ-CJAD for the purpose of accomplishing reviews, inspections, and/or audits of program activities, services and expenditures.
- 5.8 AIDS and HIV Infection. Tyler County agrees that it shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Tyler County and for clients, inmates, patients and residents served by Tyler County in accordance with the provisions found in V.T.C.A., Health and Safety Code, Section 85.113.
- 5.9 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any Defendant through this contract shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the Defendant's written consent as documented by a signed information release form that complies with the requirements of 42 CFR, Part 2, or a proper court order that conforms with the requirements 42 CFR, Part 2. All records shall be the property of Tyler County.
- 5.10 Governing Board Responsibility. The appropriate governing board or entity of Tyler County shall bear full responsibility for the integrity of the Program Budget, including accountability for all Payments, compliance with CSCD policies, and applicable federal and state laws and regulations, and the Texas Department of Criminal Justice-Community Justice Assistance Division (TDCJ-CJAD). Ignorance of any contract provisions or other requirements contained herein shall not constitute a defense or basis for waving or appealing such provisions or requirements.

Article VI
INDEPENDENT VENDOR

Tyler County is associated with CSCD only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, Tyler County is and shall be an independent VENDOR and shall have the sole right to supervise, manage, operate, control and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for CSCD whatsoever with respect to the indebtedness, liabilities, and obligations of Tyler County or any other party. Tyler County shall be solely responsible for (and CSCD shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by Tyler County, arising out of Tyler County's association with CSCD pursuant hereto, and Tyler County shall indemnify and hold CSCD harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

Article VII
MISCELLANEOUS PROVISIONS

- 7.1 Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
- 7.2 Severability. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- 7.3 Prohibition Against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties.
- 7.4 Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the primary County of the applicable judicial district.
- 7.5 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.
- 7.6 Entire. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter

7.7 Amendment. No changes to this Agreement shall be made except upon written agreement of both parties, except as to adjustments authorized by Exhibit A.

7.8 Confidentiality. Any confidential information provided to or developed by Tyler County in the performance of this Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization by Tyler County or CSCD without prior approval of the other party.

7.9 Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or effect the construction of interpretation hereof.

7.10 Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

7.11 Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

7.11 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written.

By: *Tommy M. Jenkins* *1/25/07*
Director, CSCD Date

By: *Ruth A. Hughes* *1-25-07*
Tyler County Judge Date

ATTACHMENT A

Organizations Approved For Community Service Work Projects

Governmental Entities:

Tyler County Pct. #1
Tyler County Pct. #2
Tyler County Pct. #3
Tyler County Pct. #4
Tyler County Sheriff's Office
Tyler County Fair & Rodeo Grounds
Tyler County Hospital
Tyler County Aging Service
City of Woodville
City of Chester
Woodville I.S.D.
Warren I.S.D.
Spurger I.S.D.
Colmesneil I.S.D.
Big Thicket National Preserve
Martin Dies State Park
Justice of Peace #1
Dam B Volunteer Fire Department

Non-Governmental Entities:

Tyler County Little League
Tyler County Heritage Society
Tyler County Dogwood Festival
Mary Lee Foundation
Dogwood Hills Golf Course
Women's Shelter of S.E. Texas
Woodville Lions Club
Tyler County Girls Softball
Caring is Sharing
V.F.W. Post #2033
U.S. Corp of Engineers, Dam B
White Tail Ridge V.F.D.
Texas Forest Service
Holly Tree
River of Dreams/Teen Challenge
Tri-County Community Action



12800 Northwest Freeway • Houston, Texas
 (713) 460-2000 main • (713) 690-2287 fax
 www.mustangcat.com

January 18, 2007

To: Tyler County Commissioner's Court
 Attn: Mr. Jack Walston, Commissioner Pct 4

From: Roger King

Subject: Quote for New Caterpillar 420E Backhoe Loader, BuyBoard Contract # 205-4

We respectfully submit the following quote for a New Caterpillar 420E Backhoe Loader, Manufactured in Clayton, NC, USA:

One (1) New Caterpillar 420E Backhoe Loader, s/n HLS00429, Equipped with 89 Net HP Turbocharged Cat Diesel Engine, Four Wheel Drive, Ride Control, Deluxe ROPS Cab with Air Conditioner and Heater, Deluxe Contour Air Suspension Seat, AM/FM Stereo, Front and Rear Halogen Work Lights, Signals and Flashers, High Ambient Cooling Package, Extendible Stick Backhoe with Boom Wear Plates, 36" HD Bucket with Teeth, Six Function Backhoe Hydraulics, Joystick Backhoe Controls, Loader with 1.3 Yard Multi-Purpose Bucket with Bolt-On Cutting Edge and Fold-Over Forks, Stabilizer Flip Pads with Cylinder Guards, Lockable Toolbox, and Anti-Vandalism Locks and Padlocks.

Total Caterpillar List Price at Factory:	\$100,686.00
Discounted Cash Price F.O.B. Tyler County, Texas:	\$79,000.00
Less Trade-In of Champion 715 s/n 715-249-1313-2:	<u>[\$9,500.00]</u>
Less Trade-In of John Deere 310C s/n TO310GA733144:	<u>[\$9,500.00]</u>
Net Trade Difference:	\$60,000.00

Warranty: One (1) Year Full Machine, Five (5) Years/7,500 Hours Powertrain

We appreciate the opportunity to assist you in your equipment needs. As the Caterpillar dealer for Southeast Texas since 1952, Mustang has been providing sales and service support for reliable, durable, and high resale value Caterpillar equipment for more than 50 years. We look forward to serving you. If we can be of further assistance, or if you would like a demonstration of the superior quality and productivity of the Caterpillar 420E, please call.

Respectfully,

Roger King
 Machine Sales Representative
 Cell: 936-523-1908