

TYLER COUNTY COMMISSIONERS COURT  
REGULAR MEETING  
April 9, 2007 ---- 10:00 a.m.

THE STATE OF TEXAS                      ON THIS THE 9<sup>th</sup> day of April, 2007 the  
Commissioners' Court in and for Tyler County, Texas convened in a Regular Meeting at  
the Commissioners' Courtroom in Woodville, Texas, the following members of the Court  
present, to wit:

JACQUES L. BLANCHETTE	COUNTY JUDGE, Presiding
MARTIN NASH	COMMISSIONER, PCT. #1
RUSTY HUGHES	COMMISSIONER, PCT. #2
JOE MARSHALL	COMMISSIONER, PCT. #3
JACK WALSTON	COMMISSIONER, PCT. #4
WANDA JOHNSTON	CHIEF DEPUTY COUNTY CLERK, EX OFFICIO

The following were absent: none thereby constituting a quorum. In addition to the  
above were:

JOYCE MOORE	COUNTY AUDITOR
SHARON FULLER	COUNTY TREASURER
TERRY ALLEN	JUVENILE PROBATION OFFICER
JOE SMITH	CRIMINAL DISTRICT ATTORNEY

A motion was made by Commissioner Walston and seconded by Commissioner Marshall  
to approve the court minutes. All voted yes and none no.

A motion was made by **Commissioner Walston** to approve the **County Probation  
monthly reports**, both adult and juvenile departments. **Commissioner Marshall**  
seconded the motion. All voted yes and none no. SEE ATTACHED REPORTS.

Consideration of the monthly report of the **Justice of Peace, Pct. #1** was deferred to  
Friday, April 13<sup>th</sup>.

A motion was made by **Commissioner Nash** to accept the **monthly report** of the  
**County Clerk**. **Commissioner Walston** seconded the motion. All voted yes and none  
no. SEE ATTACHED REPORT.

A motion was made by **Commissioner Hughes** and seconded by **Commissioner  
Marshall** to approve the monthly report of the **County Extension Department**. All  
voted yes and none no. SEE ATTACHED REPORT.

A motion was made by **Commissioner Nash** and seconded by **Commissioner Walston**  
to approve paying the **allowances and accounts payable**, as submitted by the County  
Auditor. All voted yes and none no. SEE ATTACHED

**Commissioner Hughes** motioned to table approval of the monthly report of the **County  
Auditor**, until Friday. **Commissioner Marshall** seconded the motion. All voted yes and  
none no.

**Commissioner Walston** motioned to table approval of the monthly report of the **County  
Treasurer**, until Friday. **Commissioner Marshall** seconded the motion. All voted yes  
and none no.

A motion was made by **Commissioner Walston** and seconded by **Commissioner Nash**  
to approve the Title IV-E **Foster Care Contract.**, as presented by Wendy McCaughn and  
Carol Guildry. All voted yes and none no. SEE ATTACHED

A motion was made by **Commissioner Nash** and seconded by **Commissioner Marshall**  
to adopt the **resolution** in support of a **grant application** to the Texas Department of  
Criminal Justice for Victims of Crime assistance. All voted yes and none no. SEE  
ATTACHED RESOLUTION.

**Commissioner Hughes** motioned to appoint Wilber T. Barnett to serve as the minority representative to the Deep East Texas Council of Governments (DETCOG) board for the 2007-2008 term. The motion was seconded by **Commissioner Walston**. All voted yes and none no.

A motion was made by **Commissioner Walston** to appoint Judge Blanchette to serve on the **DETCOG board** for the 2007-2008 term. **Commissioner Marshall** seconded this motion. All voted yes and none no.

**Commissioner Hughes** motioned to approve a **pipeline agreement with Springfield Pipeline, LLC.**, to cross county road **CR2525**. **Commissioner Nash** seconded the motion. All voted yes and none no. SEE ATTACHED PERMIT

**Commissioner Walston** motioned to table consideration of bids for **cracked fuel oil for road and bridge** until Friday, April 13<sup>th</sup>. The motion was seconded by **Commissioner Nash**. All voted yes and none no.

A motion was made by **Commissioner Nash** to authorize **advertisement for bids** to sell a **1988 GMC pickup from Precinct #1**. The bids will be opened at the May meeting. **Commissioner Walston** seconded this motion. All voted yes and none no. SEE ATTACHED NOTICE TO BIDDERS

**Commissioner Hughes** motioned to approve the purchase of a maintainer from the Texas Procurement Board for **Precinct #2 Road and Bridge**. This will be paid by **time warrants**. **Commissioner Nash** seconded the motion. All voted yes and none no.

A motion was made by **Commissioner Walston** and seconded by **Commissioner Nash** to approve the bond of Lou Ann Cloy as Assistant District Attorney. All voted yes and none no. SEE ATTACHED BOND

Discussion was had concerning the reimbursement of \$50,000 to Sidney Allison and others in reference to Hurricane Rita debris cleanup. No action was taken.

A motion was made by **Commissioner Nash** to adopt the resolution supporting the development of a **Community Wildfire Protection Plan** for Tyler County by the **Texas Forest Service**. **Commissioner Walston** seconded the motion. All voted yes and none no.

The selection of an **engineering firm** for the **CDBG Disaster Recovery Grant** was tabled until Friday, April 13<sup>th</sup>.

**Commissioner Marshall** motioned to approve **advertisement for bids** for the FY2006 **TCDP Water Improvements Project** for the **Rockland area**. Bids will be opened at the May 14<sup>th</sup> meeting. **Commissioner Walston** seconded this motion. All voted yes and none no.

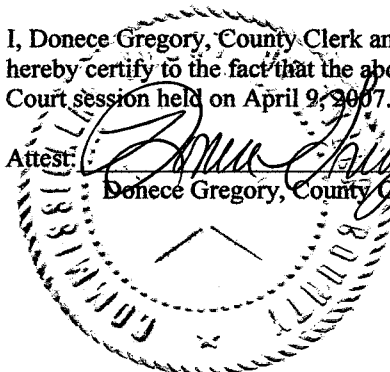
A motion was made by **Commissioner Hughes** to approve the **lease agreement** with John and Joy Reynolds as a site for a building to be used for **emergency management**. **Commissioner Marshall** seconded the motion. All voted yes and none no. SEE ATTACHED LEASE

Commissioner Hughes motioned the meeting adjourned.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED.

I, Donece Gregory, County Clerk and ex officio member of the Tyler County Commissioners Court, do hereby certify to the fact that the above is a true and correct record of the Tyler County Commissioners Court session held on April 9, 2007.

Attest:   
Donece Gregory, County Clerk, Tyler County, Texas



*Jerry Allen Child Welfare Dept.  
 Quiana Conner  
 Wendy McClann  
 Carol Gundry*

**NOTICE OF TIME AND PLACE OF MEETING  
 Commissioners' Court of Tyler County, Texas**

This Notice is posted in accordance with V.A.T.S. 17. Notice is hereby given that a meeting will be held on **Monday, April 9, 2007 at 10:00 A.M. in the Commissioners' Courtroom, first floor, Tyler County Courthouse.**

Invocation given by Reverend Dale Moye

**AGENDA**

NO. \_\_\_\_\_ TIME 9:45 AM

APR 05 2007

DONICE GREGORY, COUNTY CLERK  
 TYLER COUNTY, TEXAS

By *Alan Jones*

1. Consider and approve Commissioners' Court Minutes.  
*all eyes*
2. Consider and approve County Probation monthly report.  
*M/W all eyes*
3. Consider and approve Justice of the Peace, Pct. 1 monthly report.  
*Refer to Friday*
4. Consider and approve County Clerk monthly report.  
*N/W all eyes*
5. Consider and approve County Extension monthly report.  
*H/M all eyes*
6. Consider and approve Allowances and Accounts Payable.  
*N/W all eyes*
7. Consider and approve County Auditor monthly report.  
*Table till Friday*
8. Consider and approve County Treasurer monthly report.  
*H/M all eyes*
9. Consider and approve Title IV E Foster Care Contract.  
*Table to Friday*
10. Consider and approve resolution in support of Victims of Crime Assistance grant from TDCJ.  
*W/N all eyes*
11. Consider and approve Wilbert T. Barnett to serve as minority representative to the Board of DETCOG for the 2007-2008 term.  
*N/M all eyes*
12. Consider and approve Jacques L. Blanchette to serve on the Board of DETCOG for the 2007-2008 term.  
*H/W all eyes*
13. Consider and approve Pipeline Agreement between Springfield Pipeline, LLC and Tyler County for pipeline to cross beneath CR 2525.  
*W/M all eyes*
14. Open bids, approve bid and/or reject bids for purchase of cracked fuel oil for Tyler County Road and Bridge.  
*Table till Friday*
15. Go out for bids to sell 1988 GMC Pickup, VIN 2GTDC14H6J1560576. Pct. 1  
*Open in May meeting*
16. Consider and approve purchase of maintainer from Texas Procurement Board for Pct. 2.  
*H/M all eyes*
17. Consider and Approve bond for Assistant District Attorney, Lou Ann Cloyd.  
*Sign documents*
18. Discussion of reimbursement of \$50,000 to Sidney Allison, et al inre Hurricane Rita debris cleanup effort.  
*Discussed only no action*
19. Consider and approve resolution in support of developing a Community Wildfire Protection Plan for Tyler County by the Texas Forest Service.  
*N/W all eyes*
20. Discuss selection of engineering firm for CDBG Disaster Recovery Grant.  
*Table till Friday*
21. Go out for bids for the FY 2006 TCDP Water Improvements Project/Rockland Area.  
*for Tyler Co Water*
22. Consider and approve lease agreement between Tyler County and John and Joy Reynolds to lease site for donated Emergency Management building  
*Lelama Shepherd*

*655 759 790 yahoo.com*  
*Jacques L. Blanchette*  
 JACQUES L. BLANCHETTE  
 County Judge

*May 11  
 Bid due  
 on May 14 Com. Ct  
 meeting*



EARL B. STOVER, III  
District Judge

JEROME P. OWENS, JR.  
District Judge

JACQUES L. BLANCHETTE  
County Judge

## TYLER COUNTY JUVENILE PROBATION DEPARTMENT

100 West Bluff - Room 108  
Woodville, Texas 75979  
(409) 283-2503

TERRY ALLEN  
Chief Juvenile  
Probation Officer

TONYA SHEFFIELD  
Juvenile Probation Officer

KATHY HARRIS  
Secretary

### JUVENILE PROBATION REPORT---MARCH 2007

BEGINNING NUMBER OF JUVENILES	21
NEW CASES THIS MONTH	4
TERMINATIONS	3
TOTAL NUMBER ON PROBATION	22
CRISIS INTERVENTION	1
INTENSIVE SUPERVISION	0
TCOMI SUPERVISION	4
CONDITIONAL RELEASE	9
TYC-SENTENCING	0

Respectfully submitted,

A handwritten signature in cursive script that reads "Terry Allen".

Terry Allen

Chief Juvenile Probation Officer

**\*Probation fees and Restitution collected for the month of March**

Probation fees	\$ 227.00
Restitution (victim) fees	\$ 20.00
Restitution (detention) fees	\$ 340.00
Reimbursement for treatment	\$ 0.00



**MONTHLY COMMUNITY SUPERVISION AND CORRECTIONS REPORT**

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE  
COMMUNITY JUSTICE ASSISTANCE DIVISION**

County : TYLER

Report Month-Year : 03-07

**I. END OF MONTH SUPERVISION STATUS**

	<b>FEL</b>	<b>MISD</b>	<b>TOTAL</b>
<b>A. Adults Receiving DIRECT Supervision</b>	<u>204</u>	<u>106</u>	<u>310</u>
1. Level 1 (CSCD Defined)			
2. Level 2 (Maximum Case Classification)	<u>13</u>	<u>11</u>	<u>24</u>
3. Level 3 (Medium Case Classification)	<u>103</u>	<u>54</u>	<u>157</u>
4. Level 4 (Minimum Case Classification)	<u>88</u>	<u>41</u>	<u>129</u>
5. Residential			
<b>B. Adults on INDIRECT Status</b>	<u>170</u>	<u>129</u>	<u>299</u>
1. Intrastate Transfers (out)	<u>72</u>	<u>39</u>	<u>111</u>
a. Transfers Out of CSCD	<u>72</u>	<u>39</u>	<u>111</u>
b. Transfers Within CSCD			
2. Interstate Transfers (out)	<u>7</u>	<u>1</u>	<u>8</u>
3. Absconders/Fugitives	<u>6</u>	<u>11</u>	<u>17</u>
a. New to Absconder/Fugitive Status			
4. Report by Mail			
5. Inactive Indirects Due to Incarceration	<u>7</u>		<u>7</u>
a. Sentenced to County Jail			
b. Sentenced to TDCJ-ID			
c. Serving Time in Substance Abuse Felony Punishment Facility (SAFPF)	<u>7</u>		<u>7</u>
d. Sentenced to State Jail			
6. Other Indirect	<u>78</u>	<u>78</u>	<u>156</u>
<b>C. Pretrial Services</b>		<u>55</u>	<u>55</u>
1. Pretrial Supervision (court-approved)			
2. Pretrial Diversion		<u>55</u>	<u>55</u>
<b>D. Civil Probation</b>			<u>33</u>

**II. MONTHLY ACTIVITY**

**A. Community Supervision Placements**

1. Original Community Supervision Placements	<u>8</u>	<u>13</u>	<u>21</u>
a. Adjudicated Community Supervision	<u>4</u>	<u>8</u>	<u>12</u>
b. Deferred Adjudication	<u>4</u>	<u>5</u>	<u>9</u>
c. Return From:			
1) Shock Incarceration			
2) State Boot Camp			
2. Subsequent Supervision Placements Within the CSCD			

NO. \_\_\_\_\_ TIME \_\_\_\_\_

APR 05 2007

DONECE GREGORY, COUNTY CLERK  
TYLER COUNTY, TEXAS

By \_\_\_\_\_



MONTHLY COMMUNITY SUPERVISION AND CORRECTIONS REPORT

TEXAS DEPARTMENT OF CRIMINAL JUSTICE  
COMMUNITY JUSTICE ASSISTANCE DIVISION

STATE JAIL FELONS SUPPLEMENTAL REPORT

County : TYLER

Report Month-Year : 03-07

I. END OF MONTH SUPERVISION STATUS

A. State Jail Felons Receiving DIRECT Supervision	91
B. State Jail Felons on INDIRECT Status	79
1. Intrastate transfers (out)	29
2. Absconders/Fugitives	4
C. Incarcerated in State Jail	
1. As an Initial Condition of Community Supervision	
2. As a Modification of Community Supervision	
D. Incarcerated in County Jail	
E. Incarcerated in a Substance Abuse Felony Punishment Facility (SAFPF)	2

II. MONTHLY ACTIVITY

A. Original Community Supervision Placements

1. Community Supervision Placements Direct from the Courts	4
a. Number that Received Up-Front State Jail Time as an Initial Condition of Community Supervision	
b. Number that Received Post-Sentencing (disposition) Up-Front County Jail Time as an Initial Condition of Community Supervision.	

2. Return from Shock Incarceration

B. Community Supervision Subtractions

(Supervision Terminations)

C. Modifications of Community Supervision to State Jail



OFFICER : all

MONTHLY COMMUNITY SUPERVISION AND CORRECTIONS REPORT

TEXAS DEPARTMENT OF CRIMINAL JUSTICE  
COMMUNITY JUSTICE ASSISTANCE DIVISION

CSCD: TYLER

REPORT MONTH/YEAR: 03/07

RESIDENTIAL FACILITIES MONTHLY ACTIVITY

FACILITY CATEGORY	FACILITY TYPE	CJAD DES.	FELONS				MISDEMEANANTS			
			BOM	ADD	DEL	EOM	BOM	ADD	DEL	EOM
CRS	SAF		3	0	0	3	0	0	0	0

MONTHLY COMMUNITY SUPERVISION AND CORRECTIONS REPORT

TEXAS DEPARTMENT OF CRIMINAL JUSTICE  
COMMUNITY JUSTICE ASSISTANCE DIVISION

CSCD: TYLER

REPORT MONTH/YEAR: 03/07

PROGRAMS AND INTERVENTIONS MONTHLY ACTIVITY

PROGRAM OR INTERVENTION	TYPE	*	FELONS				MISDEMEANANTS			
			BOM	ADD	DEL	EOM	BOM	ADD	DEL	EOM

CSR HOURS WORKED REPORT

From 03/01/07 To 03/31/07

For All Agencies

Transaction Type: WORKED

Selection Date: TRANSACTION DATE

Case Type: ALL

County : ALL

<u>CSO No</u>	<u>Name</u>	<u>Total Hours</u>
6	TYLER COUNTY AGING SERVICE	22.00
7	TYLER COUNTY SHERIFF'S OFFICE	416.00
8	TYLER COUNTY DOGWOOD FESTIVAL	8.00
11	TYLER COUNTY	50.00
29	CHESTER, CITY OF	6.00
47	TYLER CO HOSPITAL	10.50
3847	HOURS TRANSFERRED IN	126.75
3852	GLORIA RUSSELL CHILDREN'S MINI	1.00
3856	AMERICAN CANCER SOCIETY	59.00

Grand Total->

699.25

PSI COMPLETED  
FROM 03/01/07 TO 03/31/07

NAME	OFFICER	CAUSE(S)	STATE RPT	COMP DATE
HOPSON, DAVID MICHAEL	JS	10,698	Y	03/30/07
MITCHELL, JOSHUA FRANK	JS	10,602      10,603      10,685	Y	03/28/07
O'GRADY, MICHAEL JOHN	JS	10,512	Y	03/05/07
PARKER, GARY RAY	JS	10,668	Y	03/30/07
PICKETT, SR., WILLIAM DANIEL	JS	10,649	Y	03/15/07
REDMON, ROBERT GLENN	JS	10,319	Y	03/01/07

Total Completed : 6

# TYLER COUNTY CLERK

## Monthly Report

March, 2007

County Funds Collected	\$	36,168.47
State Comptroller Fees Collected	\$	2,659.90
Trust Account	\$	372.00
Now Account Interest Earned	\$	11.86
<b>Total Amount Reported</b>	<b>\$</b>	<b>39,212.23</b>

### State Comptroller Fees

State Birth Certificate Fees	\$	140.40 **
State Children's Trust	\$	170.50
Basic Civil Legal Service Fees/Indigents	\$	45.00
Judicial Fund - Salary, etc.	\$	574.00
Judicial Salary Fund 133.154	\$	37.00
Compensation to Victims of Crime (CVC)	\$	481.00
Fugitive Apprehension	\$	65.00
Consolidated Court Cost (CCC)	\$	588.00
Juvenile Crime Delinquency	\$	8.00
Judicial Education Fees	\$	26.00
State Arrest Fees	\$	70.00
Partial Payment Plan	\$	174.50
Correctional Management Institute	\$	8.50
Emergency Medical Trauma	\$	272.00

**Total** \$ 2,659.90

### County Funds Collected

Judges Fee in Civil	\$	2.00
Fees in Lieu of Community Service	\$	1,050.00
Clerk Records Management Fees	\$	3,135.00 **
Clerk Records Archive Fees	\$	3,349.00
Courthouse Security Fees	\$	716.00
Alternate Dispute Resolution System	\$	93.00 **
County Clerk Fees	\$	23,891.47
County Clerk Fines	\$	3,492.00
Probate Judicial Education Fees	\$	35.00
Civil Law Library Fees	\$	40.00
Probate Law Library Fees	\$	140.00
Courthouse Records Management	\$	225.00

**Total** \$ 36,168.47

Check to County Treasurer	\$	38,840.23
Check to Trust Account	\$	372.00

Total Checks Written

Subscribed & Sworn to before me on the 3rd day of April 2007.

  
Donece Gregory, Tyler County Clerk

**MONTHLY SCHEDULE OF TRAVEL**

Name Lance Seamans

Title CEA Ag/NR

Month March, 2007

Date	Scope and Description of Travel	Miles Traveled	Amount	
			Meals	Lodging
3/5-8	Houston - HLSR Junior Market Goat Show	386.0	20.56	
3/10	Houston - 4-H Dairy Judging Contest	362.0		
3/11	Chester - Clip 4-H Projects	48.0		
3/12	Warren - Clip 4-H Projects	29.0		
3/12	Woodville - Clip 4-H Projects	17.0		
3/13-18	Houston - Junior Breeding Beef Heifer Show	419.0	82.47	444.56
3/28	Livingston - Polk Co. Youth Fair Heifer Show	77.0		
Grand Total of Mileage, Meals and Lodging Columns		\$1,338.00	\$103.03	\$444.56

Other expenses in field (list) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

Date April 2, 2007

Signed Lance Seamans

**MONTHLY REPORT TO COMMISSIONER'S COURT**

**Month:** March      **Name:** Lance Seamans      **Title** CEA Aq/NR

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**This Month:**

March

- 5-8    Attended the 2007 HLSR Junior Market Goat Show with three county 4-H members.
- 10    Attended the 2007 HLSR 4-H and FFA Dairy Judging Contest with a junior division team.
- 13-18 Attended the 2007 HLSR Junior Breeding Beef Heifer Show with six county 4-H members
- 19    Held 4-H Adult Leaders meeting at county office to discuss upcoming 4-H events in the county.
- 28    Attended the Polk County Youth Fair Breeding Heifer Show with five 4-H members.
- 29    Attended the Appraisal District Agriculture/Timber Advisory Board Meeting.

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**Next Month:**

APRIL

- 5    Palestine - CEA Soil and Forage Training
- 12    I will be hosting a program at the Extension Office on "Controlling Feral Swine in East Texas"
- 13    I will be hosting a program for local producers to receive there Private Pesticide Licenses.
- 17    Tyler - CEA training for chemical weed control.
- 17    Tyler County Fair Market Steer Valadition
- 17    Tyler County Fair Board Meeting
- 18-19 TCAAA Spring Retreat to be held in Livingston
- 21    College Station - District 5 4-H Livestock Judging Contest.
- 21    Tyler County 4-H "HOEDOWN" will be held at the county fairgrounds.
- 24    Athens - CEA Weed I.D. and Control Training
- 27    Corrigan - TRI - County Beef Cattle Workshop 1
- 28    Nacogdoches - District 5 4-H Roundup

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April 2,2007

Signature

Date

CEA Aq/NR

Title

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Agriculture and Natural Resources • Family and Consumer Sciences • 4-H and Youth Development • Community Development

Extension programs serve people of all ages regardless of socioeconomic level, race, color, sex, religion, disability or national origin.  
The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating.

# EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT

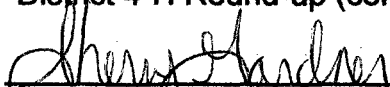
Miles traveled: 950

## Selected major activities since last report

- Attended East Texas Health Access Network monthly meeting. 16 attended
- Coordinated decoration committee for 4-H Fashion Show.
- Participated in Colmesneil Elementary School health fair. Presented 18 mini-programs on sun safety to 238 children.
- Coordinated three SOCC workshops for juvenile offenders. Networking with Juvenile Probation and the Suicide and Rape Crisis Center.
- Networked with Helping Hands Food Pantry to developed informational flyers and programs for low income audience.
- Conducted School Tobacco programs for 239 4<sup>th</sup> grade students at Colmesneil, Fred, Woodville, Warren, Spurger and Chester elementary schools. Distributed 239 "Blowing Smoke" parent newsletters.
- Attended monthly meeting of CRCG.
- Attended District Spring TEEA Conference in Gilmer with 4 Tyler County members.
- Attended Colmesneil 4-H Club meeting.
- Met with Tyler County 4-H Council. 6 att.
- Coordinated County 4-H Contest. 24 in attendance, 11 contestants participating in public speaking and share-the-fun contest. 10 contestants advance on to District competition.
- Served as a volunteer for Woodville Medical Camp. Reached 210 participants with nutrition information and health screenings.
- Attended District 5 professional organization (TEAFCS) meeting.
- Coordinated Youth Board meeting.
- Met with FCS Advisory Board. 3 attended.
- Participated in Woodville Intermediate School Science Night. Presented mini-programs to students on "Hydration-Drinking Water is the Best Way to Go".
- 1 office conference
- 22 home visits
- 85 phone calls
- 100 office visits
- wrote, edited FCS newsletter "On the Cutting Edge" to 210 families.
- 1 media release

## **Planned Activities for next month-April**

- E.E. Council and program leader training - 4-2
- Youth Board activities - 4-9 and 4-13
- Centra training - 4-10
- SOCC activities - 4-13, 4-17, 4-24
- District 4-H Fashion Show - 4-14
- Woodville 4-H parent meeting - 4-19
- Good Mental Health is Everybody's Business training - 4-20
- 4-H "Hoedown" - 4-21
- Emergency Preparedness program for Retired Teachers Association - 4-24
- District 4-H Round-up (contest) - 4-28



**Sherry Gardner**  
County Extension Agent - FCS

**Tyler County**  
**March, 2007**

**TEXAS COOPERATIVE EXTENSION**  
**The Texas A&M University System**  
**MONTHLY SCHEDULE OF TRAVEL**

Name Sherry Gardner Title County Extension Agent - FCS  
 County Tyler Month March, 2007

Date	Scope and description of official travel	Miles traveled	no.&amt meals	no.&amt lodging
3/1	Woodville to Jasper vic and ret. Attend ETHAN meeting. 21,650-21,710	60		
3/2	Woodville to Colmesneil vic and ret. Colmesneil Elementary Health Fair. 21,290-21,320	30		
3/2	Woodville vic and ret. 4-H Fashion Show. 21,325-21,335	10		
3/8	Woodville to Chester vic and ret. School Tobacco Program 21,440-21,470	30		
3/9	Woodville vic and ret. Home/office visits. 21,480-21,500	20		
3/12	Woodville vic and ret. School Tobacco Program. 21,603-21,613	10		
3/13	Woodville to Fred vic and ret. School Tobacco Program. 21,625-21,695	70		
3/14	Woodville to Spurger vic and ret. School Tobacco Program. 21,705-21,765	60		
3/15	Woodville to Gilmer vic and ret. Attend District 5 TEEA Spring Conference. (360 miles paid out of County TEEA funds)	380*		
3/16	Warren vic and ret. School Tobacco program. 22,000-22,040	40		
3/19	Woodville to Colmesneil vic and ret. Attend 4-H Club meeting. 22,130-22,160	30		
3/19	Woodville vic and ret. Attend 4-H Council meeting. 22,170-22,180	10		
3/22	Woodville vic and ret. Conduct County Contest. 22,300-22,310	10		
3/23	Woodville to Colmesneil vic and ret. School Tobacco program. 22,320-22,350	30		
3/24	Woodville vic and ret. Assist with Medical Camp. 22,380-22,400	20		
3/26	Woodville to Hemphill vic and ret. Attend District TEAFCS meeting. 22,510-22,640	130		
3/29	Woodville vic and ret. Woodville Intermediate School Science Night. 22,802-22,812	10		
	<b>Total</b>	<b>950</b>		



Other expenses in field: (list)

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

Date: March, 2007

Signed: *Henry Gardner*

## ALL RECORDS FROM 04/09/2007 TO 04/09/2007 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
A T & T	2007 010-414-009	TELEPHONE	429-7192 JP #4	3212007A	04/03/2007	04/09/2007		50.6
A T & T LONG DISTANCE	2007 010-401-009	PROBATION TELEPHO	COMMISSIONERS COURT	04092007CC	03/27/2007	04/09/2007		80.5
A T & T LONG DISTANCE	2007 010-402-009	TELEPHONE	COUNTY CLERK	04092007TCC	03/27/2007	04/09/2007		9.1
A T & T LONG DISTANCE	2007 010-405-009	TELEPHONE	VETERANS SERVICES	04092007VS	03/27/2007	04/09/2007		1.6
A T & T LONG DISTANCE	2007 010-407-009	TELEPHONE	DISTRICT CLERK	04092007DC	03/27/2007	04/09/2007		4.4
A T & T LONG DISTANCE	2007 010-411-009	TELEPHONE	JUSTICE OF THE PEAC	04092007JP1	03/27/2007	04/09/2007		4.9
A T & T LONG DISTANCE	2007 010-419-009	TELEPHONE	DISTRICT ATTORNEY	04092007DA	03/27/2007	04/09/2007		15.2
A T & T LONG DISTANCE	2007 010-420-009	TELEPHONE	TAX ASSESSOR	04092007TA	03/27/2007	04/09/2007		10.6
A T & T LONG DISTANCE	2007 010-421-009	TELEPHONE	COUNTY JUDGE	04092007CJ	03/27/2007	04/09/2007		4.9
A T & T LONG DISTANCE	2007 010-422-009	TELEPHONE	COUNTY AUDITOR	04092007CA	03/27/2007	04/09/2007		2.8
A T & T LONG DISTANCE	2007 010-423-009	TELEPHONE	COUNTY TREASURER	04092007CT	03/27/2007	04/09/2007		1.5
A T & T LONG DISTANCE	2007 010-426-009	TELEPHONE	SHERIFF'S OFFICE	04092007SQ	03/27/2007	04/09/2007		165.2
A T & T LONG DISTANCE	2007 010-430-009	TELEPHONE - HIGHW	DPS	04092007SPS	03/27/2007	04/09/2007		17.3
A T & T LONG DISTANCE	2007 010-430-011	TELEPHONE - DRIVE	DRIVERS LICENSE	04092007DL	03/27/2007	04/09/2007		.4
A T & T LONG DISTANCE	2007 010-440-015	SERVICE CONTRACTS	DATA PROCESSING	04092007DP	03/27/2007	04/09/2007		2.9
A T & T LONG DISTANCE	2007 010-439-009	TELEPHONE	EXTENSION OFFICE	04092007EO	03/27/2007	04/09/2007		25.8
BYTHEWOOD, AMY R.	2007 010-408-055	COURT APPOINTED A	CAUSE #10647	32207	03/28/2007	04/09/2007		350.0
CHESTER VOL. FIRE DEPT.	2007 010-401-026	RURAL FIRE PROTEC	MONTHLY ALLOWANCE		04/05/2007	04/09/2007		75.0
CINGULAR WIRELESS	2007 010-411-009	TELEPHONE	ACCT #767498764	X03252007	04/03/2007	04/09/2007		293.2
CITY OF WOODVILLE	2007 010-442-035	UTILITIES-COURTHD	ACCT #07152002	4152007	04/03/2007	04/09/2007		288.4
CITY OF WOODVILLE	2007 010-442-038	UTILITIES-JUSTICE	ACCT #05119001	4152007A	04/03/2007	04/09/2007		2,399.7
CITY OF WOODVILLE	2007 010-442-033	UTILITIES-TAX OFF	ACCT #01024002	4152007C	04/03/2007	04/09/2007		276.5
CITY OF WOODVILLE	2007 010-442-039	UTILITIES-WHEAT B	ACCT #07152001	4152007D	04/03/2007	04/09/2007		115.3
COLMESNEIL VOL. FIRE DE	2007 010-401-026	RURAL FIRE PROTEC	MONTHLY ALLOWANCE		04/05/2007	04/09/2007		75.0
DAM B VOL. FIRE DEPT.	2007 010-401-026	RURAL FIRE PROTEC	MONTHLY ALLOWANCE		04/05/2007	04/09/2007		75.0
FRED VOL. FIRE DEPARTME	2007 010-401-026	RURAL FIRE PROTEC	MONTHLY ALLOWANCE		04/05/2007	04/09/2007		75.0
GARDNER, SHERRY	2007 010-439-001	SALARIES & ALLOWA	MONTHLY ALLOWANCE		04/05/2007	04/09/2007		150.0
KAHLA, JOE GLENN	2007 010-408-055	COURT APPOINTED A	CAUSE #10,006	32607	03/28/2007	04/09/2007		350.0
MANN, ROBERT H ATTY	2007 010-408-055	COURT APPOINTED A	CAUSE #16,916	30907	03/28/2007	04/09/2007		550.0
MCDONOUGH, TIMOTHY R.	2007 010-408-055	COURT APPOINTED A	CAUSE #10531	032607	03/28/2007	04/09/2007		350.0
MCDONOUGH, TIMOTHY R.	2007 010-408-055	COURT APPOINTED A	CAUSE #10319	032607A	03/28/2007	04/09/2007		350.0
POHLE, FLOYD, MD.	2007 010-436-022	COUNTY HEALTH OFF	MONTHLY ALLOWANCE		04/05/2007	04/09/2007		300.0
RISINGER, MICHAEL	2007 010-408-055	COURT APPOINTED A	CAUSE #10549	032207	03/28/2007	04/09/2007		350.0
SPURGER VOL. FIRE DEPT.	2007 010-401-026	RURAL FIRE PROTEC	MONTHLY ALLOWANCE		04/05/2007	04/09/2007		75.0
TYLER COUNTY RURAL FIRE	2007 010-401-026	RURAL FIRE PROTEC	MONTHLY ALLOWANCE		04/05/2007	04/09/2007		75.0
WARREN VOL. FIRE DEPT.	2007 010-401-026	RURAL FIRE PROTEC	MONTHLY ALLOWANCE		04/05/2007	04/09/2007		75.0
WHITE TAIL RIDGE FIRE D	2007 010-401-026	RURAL FIRE PROTEC	MONTHLY ALLOWANCE		04/05/2007	04/09/2007		75.0
WILDWOOD VOL. FIRE DEPT	2007 010-401-026	RURAL FIRE PROTEC	MONTHLY ALLOWANCE		04/05/2007	04/09/2007		75.0
WINDSTREAM	2007 010-413-009	TELEPHONE	ACCT #125059392	3262007	04/03/2007	04/09/2007		61.2
WOODVILLE VOL. FIRE DEP	2007 010-401-026	RURAL FIRE PROTEC	MONTHLY ALLOWANCE		04/05/2007	04/09/2007		75.0
WRIGHT, RUSSELL J	2007 010-408-055	COURT APPOINTED A	CAUSE #9638	32607A	03/28/2007	04/09/2007		350.0

7,681.8

ALL RECORDS FROM 04/09/2007 TO 04/09/2007 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
A T & T LONG DISTANCE	2007 021-451-035	UTILITIES	COMMISSIONER PCT1	04092007PCT1	03/27/2007	04/09/2007		3.2
NASH, MARTIN	2007 021-451-035	UTILITIES	ACCT #885331B66	X03172007	03/26/2007	04/09/2007		48.4
								51.6







ALL RECORDS FROM 04/09/2007 TO 04/09/2007 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
SAM HOUSTON ELECTRIC CO	2007 025-451-035	UTILITIES	ACCT #3505-5	04162007	04/03/2007	04/09/2007		81.7
SAM HOUSTON ELECTRIC CO	2007 025-451-035	UTILITIES	ACCT #34268-3	04162007A	04/03/2007	04/09/2007		23.5
								-----
								105.3

ALL RECORDS FROM 04/09/2007 TO 04/09/2007 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
CITY OF WOODVILLE	2007 026-451-035	UTILITIES	ACCT #0203001	4152007B	04/03/2007	04/09/2007		237.1
SAM HOUSTON ELECTRIC CO	2007 026-451-035	UTILITIES	ACCT #180752-8	3272007	04/03/2007	04/09/2007		13.5
SAM HOUSTON ELECTRIC CO	2007 026-451-035	UTILITIES	ACCT #180751-0	3272007A	04/03/2007	04/09/2007		13.5
SAM HOUSTON ELECTRIC CO	2007 026-451-035	UTILITIES	ACCT #131357-6	3272007B	04/03/2007	04/09/2007		23.7
SAM HOUSTON ELECTRIC CO	2007 026-451-035	UTILITIES	ACCT #14006-1	3272007C	04/03/2007	04/09/2007		19.5
SAM HOUSTON ELECTRIC CO	2007 026-451-035	UTILITIES	ACCT #5598-8	3272007D	04/03/2007	04/09/2007		46.9

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354.1





ALL RECORDS FROM 04/09/2007 TO 04/09/2007 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
MATTINGLY, GUY GARRY	2007 044-451-001	COURT BAILIFF	BAILIFF FOR MAR. 19	15222	03/29/2007	04/09/2007		75.0
MATTINGLY, GUY GARRY	2007 044-451-001	COURT BAILIFF	BAILIFF-MARCH 1ST, 9	15021	04/03/2007	04/09/2007		525.0
								-----
								600.0

ALL RECORDS FROM 04/09/2007 TO 04/09/2007 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
A T & T LONG DISTANCE	2007 053-451-009	UTILITIES	ADULT PROBATION	04092007AP	03/27/2007	04/09/2007		3

ALL RECORDS FROM 04/09/2007 TO 04/09/2007 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
A T & T LONG DISTANCE	2007 076-451-009	TELEPHONE	EMERGENCY MANAGEMEN	04092007EM	03/27/2007	04/09/2007		.1
								----- .1
			TOTAL VOUCHERS					9,292.4

GENERAL FUND  
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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
A T & T	2007 010-401-009	PROBATION TELEPHONE	COMMISSIONERS COURT	03/23/2007	083803	168.05
A T & T	2007 010-402-009	TELEPHONE	COUNTY CLERK	03/23/2007	083803	75.36
A T & T	2007 010-405-009	TELEPHONE	VERTERANS SERVICE	03/23/2007	083803	107.34
A T & T	2007 010-407-009	TELEPHONE	DISTRICT CLERK	03/23/2007	083803	50.24
A T & T	2007 010-409-009	TELEPHONE	DISTRICT JUDGE	03/23/2007	083803	25.12
A T & T	2007 010-411-009	TELEPHONE	JUSTICE OF PEACE #1	03/23/2007	083803	75.36
A T & T	2007 010-419-009	TELEPHONE	DISTRICT ATTORNEY	03/23/2007	083803	175.84
A T & T	2007 010-420-009	TELEPHONE	TAX ASSESSOR	03/23/2007	083803	205.59
A T & T	2007 010-421-009	TELEPHONE	COUNTY JUDGE	03/23/2007	083803	81.33
A T & T	2007 010-422-009	TELEPHONE	COUNTY AUDITOR	03/23/2007	083803	37.13
A T & T	2007 010-423-009	TELEPHONE	COUNTY TREASURER	03/23/2007	083803	25.12
A T & T	2007 010-426-009	TELEPHONE	SHERIFFS OFFICE	03/23/2007	083803	433.52
A T & T	2007 010-430-009	TELEPHONE - HIGHWAY PATROL	DPS	03/23/2007	083803	75.36
A T & T	2007 010-430-010	TELEPHONE - PARKS & WILDLI	PARKS/WILDLIFE	03/23/2007	083803	25.12
A T & T	2007 010-430-011	TELEPHONE - DRIVERS LICENS	DRIVERS LICENSE	03/23/2007	083803	25.12
A T & T	2007 010-440-015	SERVICE CONTRACTS	DATA PROCESSING	03/23/2007	083803	100.48
A T & T	2007 010-439-009	TELEPHONE	EXTENSION SERVICE	03/23/2007	083803	50.24
A T & T	2007 010-435-040	MISCELLANEOUS	CHILD WELFARE	03/23/2007	083803	25.12
A T & T	2007 010-442-012	ELEVATOR REPAIRS	ELEVATOR	03/23/2007	083803	25.12
ANGELINA PLANT FARM LLC.	2007 010-442-010	REPAIRS TO COURTHOUSE	DWARF BURFORD HOLLY	03/23/2007	083806	275.00
EVANS, MELISSIE DISTRICT C	2007 010-408-061	PETIT JURORS	PETIT JURY-MARCH27,2007	03/23/2007	083811	1,440.00
FENLEY & BATE, L.L.P	2007 010-408-055	COURT APPOINTED ATTORNEYS	FILE # LS114.002	03/23/2007	083812	161.38
FENLEY & BATE, L.L.P	2007 010-408-055	COURT APPOINTED ATTORNEYS	CAUSE #20,186	03/23/2007	083812	175.00
FREDIEU, EDDIE	2007 010-426-041	UNIFORMS	2 SHIRTS	03/23/2007	083814	37.90
INSIGHT PUBLIC SECTOR	2007 010-440-007	SUPPLIES	ACCT #1606814	03/23/2007	083817	35.40
HUDMAN, JOYCE	2007 010-402-012	TRAINING & EDUCATION	REG FOR AREA VII REGIONA	03/23/2007	083819	35.00
MANN, ROBERT H ATTY	2007 010-408-055	COURT APPOINTED ATTORNEYS	CAUSE #19,876	03/23/2007	083820	600.00
MOORE, JIM JUSTICE OF PEA	2007 010-414-009	TELEPHONE	ACCT #409-429-9500 879 9	03/23/2007	083823	177.86
PITNEY BOWES	2007 010-401-008	POSTAGE FOR POSTAGE METER	POSTAGE	03/23/2007	083826	1,122.00
TEXAS PARKS & WILDLIFE	2007 010-363-024	JUSTICE-OF-PEACE IV FEES	#15590 JUDSON	03/23/2007	083830	48.45
TEXAS PARKS & WILDLIFE	2007 010-363-024	JUSTICE-OF-PEACE IV FEES	#15769MANN	03/23/2007	083830	57.80
TEXAS PARKS & WILDLIFE	2007 010-363-024	JUSTICE-OF-PEACE IV FEES	#15673	03/23/2007	083830	43.00
VERIZON WIRELESS	2007 010-405-009	TELEPHONE	ACCT #418998386	03/23/2007	083836	12.00
WOLF, JESSIE	2007 010-426-041	UNIFORMS	2 PAIR PANTS	03/23/2007	083839	62.96
AFLAC INSURANCE	2007 010-202-100	SALARIES PAYABLE	AFLAC INS	03/30/2007	083841	263.75
DOCHES COMMUNITY CREDIT UN	2007 010-202-100	SALARIES PAYABLE	CREDIT UNION	03/30/2007	083842	1,808.70
FICA	2007 010-202-100	SALARIES PAYABLE	FICA	03/30/2007	083843	4,932.10
FICA	2007 010-402-002	SOCIAL SECURITY	FICA	03/30/2007	083843	338.23
FICA	2007 010-405-002	SOCIAL SECURITY	FICA	03/30/2007	083843	36.95
FICA	2007 010-407-002	SOCIAL SECURITY	FICA	03/30/2007	083843	241.71
FICA	2007 010-409-002	SOCIAL SECURITY	FICA	03/30/2007	083843	67.58
FICA	2007 010-410-002	SOCIAL SECURITY	FICA	03/30/2007	083843	64.20
FICA	2007 010-411-002	SOCIAL SECURITY	FICA	03/30/2007	083843	167.25
FICA	2007 010-412-002	SOCIAL SECURITY	FICA	03/30/2007	083843	53.88
FICA	2007 010-413-002	SOCIAL SECURITY	FICA	03/30/2007	083843	52.95
FICA	2007 010-414-002	SOCIAL SECURITY	FICA	03/30/2007	083843	52.95
FICA	2007 010-419-002	SOCIAL SECURITY	FICA	03/30/2007	083843	293.72
FICA	2007 010-420-002	SOCIAL SECURITY	FICA	03/30/2007	083843	333.70
FICA	2007 010-421-002	SOCIAL SECURITY	FICA	03/30/2007	083843	246.64
FICA	2007 010-422-002	SOCIAL SECURITY	FICA	03/30/2007	083843	189.87
FICA	2007 010-423-002	SOCIAL SECURITY	FICA	03/30/2007	083843	141.69
FICA	2007 010-424-002	SOCIAL SECURITY	FICA	03/30/2007	083843	45.94
FICA	2007 010-425-002	SOCIAL SECURITY	FICA	03/30/2007	083843	45.63
FICA	2007 010-426-002	SOCIAL SECURITY	FICA	03/30/2007	083843	1,666.97
FICA	2007 010-427-002	SOCIAL SECURITY	FICA	03/30/2007	083843	538.90

GENERAL FUND  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
FICA	2007 010-428-002	SOCIAL SECURITY	FICA	03/30/2007	083843	46.26
FICA	2007 010-429-002	SOCIAL SECURITY	FICA	03/30/2007	083843	45.32
FICA	2007 010-430-002	SOCIAL SECURITY	FICA	03/30/2007	083843	53.17
FICA	2007 010-438-002	SOCIAL SECURITY	FICA	03/30/2007	083843	92.86
FICA	2007 010-439-002	SOCIAL SECURITY	FICA	03/30/2007	083843	85.97
FICA	2007 010-442-002	SOCIAL SECURITY	FICA	03/30/2007	083843	29.76
FIT	2007 010-202-100	SALARIES PAYABLE	FIT	03/30/2007	083844	5,881.38
GALLASPY, CATINA KAY	2007 010-202-100	SALARIES PAYABLE	LOECHEL CHILD SUPPORT #963803/30/2007	03/30/2007	083845	94.00
GILMORE, JAMES	2007 010-202-100	SALARIES PAYABLE	CHILD FANN GRIFFIN/9711000803/30/2007	03/30/2007	083846	99.92
JAMES, ERICA LANE	2007 010-202-100	SALARIES PAYABLE	JAMES CHILDSUPPORT2/CASE#2003/30/2007	03/30/2007	083848	143.00
JAMES, KATHRYN JANAY	2007 010-202-100	SALARIES PAYABLE	CHILDSUPPORT#1/JAMESCASE#1903/30/2007	03/30/2007	083849	200.00
LABORDE, DARLIN MASHEL	2007 010-202-100	SALARIES PAYABLE	CHILD LABORDE CASE#2003685503/30/2007	03/30/2007	083850	190.79
MEDICARE - ELECTRONIC TRAN	2007 010-202-100	SALARIES PAYABLE	MEDICARE	03/30/2007	083851	1,153.42
MEDICARE - ELECTRONIC TRAN	2007 010-402-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	79.09
MEDICARE - ELECTRONIC TRAN	2007 010-405-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	6.64
MEDICARE - ELECTRONIC TRAN	2007 010-407-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	56.53
MEDICARE - ELECTRONIC TRAN	2007 010-409-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	15.80
MEDICARE - ELECTRONIC TRAN	2007 010-410-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	15.02
MEDICARE - ELECTRONIC TRAN	2007 010-411-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	39.11
MEDICARE - ELECTRONIC TRAN	2007 010-412-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	12.60
MEDICARE - ELECTRONIC TRAN	2007 010-413-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	12.38
MEDICARE - ELECTRONIC TRAN	2007 010-414-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	12.38
MEDICARE - ELECTRONIC TRAN	2007 010-419-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	68.68
MEDICARE - ELECTRONIC TRAN	2007 010-420-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	78.05
MEDICARE - ELECTRONIC TRAN	2007 010-421-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	57.68
MEDICARE - ELECTRONIC TRAN	2007 010-422-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	44.40
MEDICARE - ELECTRONIC TRAN	2007 010-423-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	33.13
MEDICARE - ELECTRONIC TRAN	2007 010-424-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	10.74
MEDICARE - ELECTRONIC TRAN	2007 010-425-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	10.67
MEDICARE - ELECTRONIC TRAN	2007 010-426-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	389.84
MEDICARE - ELECTRONIC TRAN	2007 010-427-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	126.02
MEDICARE - ELECTRONIC TRAN	2007 010-428-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	10.82
MEDICARE - ELECTRONIC TRAN	2007 010-429-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	10.60
MEDICARE - ELECTRONIC TRAN	2007 010-430-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	12.43
MEDICARE - ELECTRONIC TRAN	2007 010-438-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	21.73
MEDICARE - ELECTRONIC TRAN	2007 010-439-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	20.11
MEDICARE - ELECTRONIC TRAN	2007 010-442-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	6.96
NATIONWIDE RETIREMENT SOLU	2007 010-202-100	SALARIES PAYABLE	NACO	03/30/2007	083852	300.00
NET SALARIES	2007 010-202-100	SALARIES PAYABLE	NET SALARIES	03/30/2007	083853	58,146.33
POLICE & FIREMAN'S INSURAN	2007 010-202-100	SALARIES PAYABLE	POLICE INSURANCE	03/30/2007	083854	396.91
STANDARD INSURANCE COMPANY	2007 010-202-100	SALARIES PAYABLE	STANDARD CO. VOLUNTARY	03/30/2007	083855	23.67
STURROCK, TERESA LANELL	2007 010-202-100	SALARIES PAYABLE	STURROCK, TERESA CASE #1899503/30/2007	03/30/2007	083856	312.58
TEXAS COUNTY & DISTRICT RE	2007 010-202-100	SALARIES PAYABLE	TCDRS-RETIREMENT	03/30/2007	083857	5,060.37
TEXAS COUNTY & DISTRICT RE	2007 010-402-003	RETIREMENT	TCDRS-RETIREMENT	03/30/2007	083857	410.53
TEXAS COUNTY & DISTRICT RE	2007 010-407-003	RETIREMENT	TCDRS-RETIREMENT	03/30/2007	083857	337.22
TEXAS COUNTY & DISTRICT RE	2007 010-409-003	RETIREMENT	TCDRS-RETIREMENT	03/30/2007	083857	94.29
TEXAS COUNTY & DISTRICT RE	2007 010-410-003	RETIREMENT	TCDRS-RETIREMENT	03/30/2007	083857	89.57
TEXAS COUNTY & DISTRICT RE	2007 010-411-003	RETIREMENT	TCDRS-RETIREMENT	03/30/2007	083857	199.43
TEXAS COUNTY & DISTRICT RE	2007 010-412-003	RETIREMENT	TCDRS-RETIREMENT	03/30/2007	083857	57.87
TEXAS COUNTY & DISTRICT RE	2007 010-413-003	RETIREMENT	TCDRS-RETIREMENT	03/30/2007	083857	56.57
TEXAS COUNTY & DISTRICT RE	2007 010-414-003	RETIREMENT	TCDRS-RETIREMENT	03/30/2007	083857	56.57
TEXAS COUNTY & DISTRICT RE	2007 010-419-003	RETIREMENT	TCDRS-RETIREMENT	03/30/2007	083857	412.92
TEXAS COUNTY & DISTRICT RE	2007 010-420-003	RETIREMENT	TCDRS-RETIREMENT	03/30/2007	083857	472.45
TEXAS COUNTY & DISTRICT RE	2007 010-421-003	RETIREMENT	TCDRS-RETIREMENT	03/30/2007	083857	264.52
TEXAS COUNTY & DISTRICT RE	2007 010-422-003	RETIREMENT	TCDRS-RETIREMENT	03/30/2007	083857	264.90

GENERAL FUND  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
TEXAS COUNTY & DISTRICT RE	2007 010-423-003	RETIREMENT	TCDRS-RETIREMENT	03/30/2007	083857	199.64
TEXAS COUNTY & DISTRICT RE	2007 010-424-003	RETIREMENT	TCDRS-RETIREMENT	03/30/2007	083857	29.50
TEXAS COUNTY & DISTRICT RE	2007 010-425-003	RETIREMENT	TCDRS-RETIREMENT	03/30/2007	083857	29.06
TEXAS COUNTY & DISTRICT RE	2007 010-426-003	RETIREMENT	TCDRS-RETIREMENT	03/30/2007	083857	2,218.61
TEXAS COUNTY & DISTRICT RE	2007 010-427-003	RETIREMENT	TCDRS-RETIREMENT	03/30/2007	083857	753.14
TEXAS COUNTY & DISTRICT RE	2007 010-428-003	RETIREMENT	TCDRS-RETIREMENT	03/30/2007	083857	31.23
TEXAS COUNTY & DISTRICT RE	2007 010-429-003	RETIREMENT	TCDRS-RETIREMENT	03/30/2007	083857	28.63
TEXAS COUNTY & DISTRICT RE	2007 010-430-003	RETIREMENT	TCDRS-RETIREMENT	03/30/2007	083857	74.17
TEXAS COUNTY & DISTRICT RE	2007 010-438-003	RETIREMENT	TCDRS-RETIREMENT	03/30/2007	083857	99.31
TEXAS COUNTY & DISTRICT RE	2007 010-439-003	RETIREMENT	TCDRS-RETIREMENT	03/30/2007	083857	72.88
TYLER COUNTY	2007 010-202-100	SALARIES PAYABLE	TAC-HEBP DEPENDENT COVERAGE	03/30/2007	083859	1,185.51
AT & T	2007 010-414-009	TELEPHONE	40942995008799/JP4	03/30/2007	083860	74.26
BANK-TEC SOUTH	2007 010-442-010	REPAIRS TO COURTHOUSE	1/2 PRG ON TYLER CO TAX	03/30/2007	083861	618.50
BLANCHETTE, JACQUES	2007 010-401-021	DETCOG TRAVEL	123 MILES/DETCOG	03/30/2007	083862	54.74
BOARD OF TAX PROFESSIONAL	2007 010-420-012	TRAINING & EDUCATION	LEVEL IV EXAM/M CARSON	03/30/2007	083863	80.00
CMRS-FP	2007 010-401-008	POSTAGE FOR POSTAGE METER	POSTAGE FOR METER	03/30/2007	083865	3,000.00
NASH, MARTIN	2007 010-401-021	DETCOG TRAVEL	119 MILES/DETCOG	03/30/2007	083868	52.95
PARISEAU, JENNIFER WHEAT	2007 010-442-014	WHEAT BUILDING LEASE/TAXES	2ND QUARTER BLDG LEASE	03/30/2007	083869	250.00
PITNEY BOWES	2007 010-426-007	OFFICE SUPPLIES	ACCT #8447477	03/30/2007	083870	285.00
PITNEY BOWES	2007 010-411-007	OFFICE SUPPLIES	PAYMENT FOR JAN & MAR	03/30/2007	083870	285.00
PITNEY BOWES PURCHASE POWE	2007 010-426-007	OFFICE SUPPLIES	ACCT #8000909001769145	03/30/2007	083871	52.99
PITNEY BOWES PURCHASE POWE	2007 010-401-008	POSTAGE FOR POSTAGE METER	ACCT #8000909001769145	03/30/2007	083871	518.99
PITNEY BOWES PURCHASE POWE	2007 010-411-007	OFFICE SUPPLIES	ACCT #8000909001769145	03/30/2007	083871	52.99
ROBERTS, JULIA WHEAT	2007 010-442-014	WHEAT BUILDING LEASE/TAXES	2ND QUARTER BLDG LEASE	03/30/2007	083872	250.00
SEALE, ELIZABETH WHEAT	2007 010-442-014	WHEAT BUILDING LEASE/TAXES	2ND QUARTER BLDG LEASE	03/30/2007	083873	250.00
TAAO	2007 010-420-012	TRAINING & EDUCATION	RTA REV/M CARSON	03/30/2007	083874	270.00
TEXAS ASSOCIATION OF COUNT	2007 010-401-007	CONTINGENCY/HOSPITALIZATIO	COMMISSIONER COURT	03/30/2007	083875	487.12
TEXAS ASSOCIATION OF COUNT	2007 010-402-004	HOSPITALIZATION	COUNTY CLERK	03/30/2007	083875	2,922.72
TEXAS ASSOCIATION OF COUNT	2007 010-407-004	HOSPITALIZATION	DISTRICT CLERK	03/30/2007	083875	1,948.48
TEXAS ASSOCIATION OF COUNT	2007 010-411-004	HOSPITALIZATION	JUSTICE OF PEACE #1	03/30/2007	083875	974.24
TEXAS ASSOCIATION OF COUNT	2007 010-412-004	HOSPITALIZATION	JUSTICE OF PEACE #2	03/30/2007	083875	487.12
TEXAS ASSOCIATION OF COUNT	2007 010-413-004	HOSPITALIZATION	JUSTICE OF PEACE #3	03/30/2007	083875	1,241.80
TEXAS ASSOCIATION OF COUNT	2007 010-414-004	HOSPITALIZATION	JUSTICE OF PEACE #4	03/30/2007	083875	487.12
TEXAS ASSOCIATION OF COUNT	2007 010-419-004	HOSPITALIZATION	DISTRICT ATTORNEY	03/30/2007	083875	1,883.50
TEXAS ASSOCIATION OF COUNT	2007 010-420-004	HOSPITALIZATION	TAX ACC./COLL.	03/30/2007	083875	2,970.72
TEXAS ASSOCIATION OF COUNT	2007 010-421-004	HOSPITALIZATION	COUNTY JUDGE	03/30/2007	083875	974.24
TEXAS ASSOCIATION OF COUNT	2007 010-422-004	HOSPITALIZATION	COUNTY AUDITOR	03/30/2007	083875	2,168.24
TEXAS ASSOCIATION OF COUNT	2007 010-423-004	HOSPITALIZATION	COUNTY TREASURER	03/30/2007	083875	974.24
TEXAS ASSOCIATION OF COUNT	2007 010-424-004	HOSPITALIZATION	CONSTABLE #1	03/30/2007	083875	487.12
TEXAS ASSOCIATION OF COUNT	2007 010-425-004	HOSPITALIZATION	CONSTABLE #2	03/30/2007	083875	487.12
TEXAS ASSOCIATION OF COUNT	2007 010-428-004	HOSPITALIZATION	CONSTABLE #3	03/30/2007	083875	487.12
TEXAS ASSOCIATION OF COUNT	2007 010-429-004	HOSPITALIZATION	CONSTABLE #4	03/30/2007	083875	487.12
TEXAS ASSOCIATION OF COUNT	2007 010-426-004	HOSPITALIZATION	SHERIFF'S OFFICE	03/30/2007	083875	9,694.60
TEXAS ASSOCIATION OF COUNT	2007 010-427-004	HOSPITALIZATION	JAIL	03/30/2007	083875	4,384.08
TEXAS ASSOCIATION OF COUNT	2007 010-430-004	HOSPITALIZATION	DPS	03/30/2007	083875	487.12
TEXAS ASSOCIATION OF COUNT	2007 010-438-004	HOSPITALIZATION	COMMUNITY SERVICE	03/30/2007	083875	974.24
TEXAS ASSOCIATION OF COUNT	2007 010-439-004	HOSPITALIZATION	EXTENSION	03/30/2007	083875	487.12
THE STANDARD INSURANCE CO	2007 010-402-004	HOSPITALIZATION	COUNTY CLERK	03/30/2007	083878	105.80
THE STANDARD INSURANCE CO	2007 010-407-004	HOSPITALIZATION	DISTRICT CLERK	03/30/2007	083878	75.19
THE STANDARD INSURANCE CO	2007 010-411-004	HOSPITALIZATION	JUSTICE OF PEACE #1	03/30/2007	083878	51.06
THE STANDARD INSURANCE CO	2007 010-412-004	HOSPITALIZATION	JUSTICE OF PEACE #2	03/30/2007	083878	15.18
THE STANDARD INSURANCE CO	2007 010-413-004	HOSPITALIZATION	JUSTICE OF PEACE #3	03/30/2007	083878	4.00
THE STANDARD INSURANCE CO	2007 010-414-004	HOSPITALIZATION	JUSTICE OF PEACE #4	03/30/2007	083878	4.00
THE STANDARD INSURANCE CO	2007 010-419-004	HOSPITALIZATION	CRIMINAL DISTRICT ATTN	03/30/2007	083878	102.12
THE STANDARD INSURANCE CO	2007 010-420-004	HOSPITALIZATION	TAX OFFICE	03/30/2007	083878	104.88

GENERAL FUND  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
THE STANDARD INSURANCE CO	2007 010-421-004	HOSPITALIZATION	COUNTY JUDGE	03/30/2007	083878	58.26
THE STANDARD INSURANCE CO	2007 010-422-004	HOSPITALIZATION	COUNTY AUDITOR	03/30/2007	083878	68.54
THE STANDARD INSURANCE CO	2007 010-423-004	HOSPITALIZATION	COUNTY TREASURER	03/30/2007	083878	51.52
THE STANDARD INSURANCE CO	2007 010-426-004	HOSPITALIZATION	SHERIFF'S OFFICE	03/30/2007	083878	503.01
THE STANDARD INSURANCE CO	2007 010-427-004	HOSPITALIZATION	JAIL	03/30/2007	083878	182.92
THE STANDARD INSURANCE CO	2007 010-424-004	HOSPITALIZATION	CONSTABLE #1	03/30/2007	083878	7.82
THE STANDARD INSURANCE CO	2007 010-425-004	HOSPITALIZATION	CONSTABLE #2	03/30/2007	083878	7.82
THE STANDARD INSURANCE CO	2007 010-428-004	HOSPITALIZATION	CONSTABLE #3	03/30/2007	083878	8.28
THE STANDARD INSURANCE CO	2007 010-429-004	HOSPITALIZATION	CONSTABLE #4	03/30/2007	083878	7.36
THE STANDARD INSURANCE CO	2007 010-430-004	HOSPITALIZATION	DPS	03/30/2007	083878	19.32
THE STANDARD INSURANCE CO	2007 010-438-004	HOSPITALIZATION	COMMUNITY SERVICE	03/30/2007	083878	39.56
THE STANDARD INSURANCE CO	2007 010-439-004	HOSPITALIZATION	EXTENSION OFFICE	03/30/2007	083878	18.86
WHEAT, JOSIAH, JR.	2007 010-442-014	WHEAT BUILDING LEASE/TAXES	2ND QUARTER BLDG LEASE	03/30/2007	083879	250.00
TOTAL CHECKS WRITTEN						141,877.33
TOTAL VOID CHECKS						0.00
TOTAL CHECK AMOUNT						141,877.33



ROAD & BRIDGE I  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
NASH, MARTIN	2007 021-451-001	SALARY/TRUCK ALLOWANCE	APRIL TRUCK ALLOWANCE	03/23/2007	083801	800.00
A T & T	2007 021-451-035	UTILITIES	COMMISSIONER PCT#1	03/23/2007	083803	25.12
ENTERGY	2007 021-451-035	UTILITIES	ACCT #3146058	03/23/2007	083810	115.47
AFLAC INSURANCE	2007 021-202-100	SALARIES PAYABLE	AFLAC INS	03/30/2007	083841	32.20
DOCHES COMMUNITY CREDIT UN	2007 021-202-100	SALARIES PAYABLE	CREDIT UNION	03/30/2007	083842	216.00
FICA	2007 021-202-100	SALARIES PAYABLE	FICA	03/30/2007	083843	474.63
FICA	2007 021-448-002	SOCIAL SECURITY	FICA	03/30/2007	083843	474.63
FIT	2007 021-202-100	SALARIES PAYABLE	FIT	03/30/2007	083844	525.70
MEDICARE - ELECTRONIC TRAN	2007 021-202-100	SALARIES PAYABLE	MEDICARE	03/30/2007	083851	111.00
MEDICARE - ELECTRONIC TRAN	2007 021-448-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	111.00
NET SALARIES	2007 021-202-100	SALARIES PAYABLE	NET SALARIES	03/30/2007	083853	5,629.79
TEXAS COUNTY & DISTRICT RE	2007 021-202-100	SALARIES PAYABLE	TCDRS-RETIREMENT	03/30/2007	083857	478.26
TEXAS COUNTY & DISTRICT RE	2007 021-448-003	RETIREMENT	TCDRS-RETIREMENT	03/30/2007	083857	590.99
TYLER COUNTY	2007 021-202-100	SALARIES PAYABLE	TAC-HEBP DEPENDENT COVERAGE	03/30/2007	083859	219.66
ENTERGY	2007 021-451-035	UTILITIES	ACCT #2829074	03/30/2007	083866	45.58
TEXAS ASSOCIATION OF COUNT	2007 021-448-004	HOSPITALIZATION	ROAD & BRIDGE #1	03/30/2007	083875	3,849.16
THE STANDARD INSURANCE CU	2007 021-448-004	HOSPITALIZATION	ROAD & BRIDGE #1	03/30/2007	083878	106.12
TOTAL CHECKS WRITTEN						13,805.3
TOTAL VOID CHECKS						0.0
TOTAL CHECK AMOUNT						13,805.3

ROAD & BRIDGE II  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
HUGHES, JAMES "RUSTY"	2007 022-451-001	SALARY/TRUCK ALLOWANCE	APRIL TRUCK ALLOWANCE	03/23/2007	083799	800.00
A T & T	2007 022-451-035	UTILITIES	COMMISSIONER PCT#2	03/23/2007	083803	25.12
AFLAC INSURANCE	2007 022-202-100	SALARIES PAYABLE	AFLAC INS	03/30/2007	083841	32.95
FICA	2007 022-202-100	SALARIES PAYABLE	FICA	03/30/2007	083843	371.61
FICA	2007 022-448-002	SOCIAL SECURITY	FICA	03/30/2007	083843	371.61
FIT	2007 022-202-100	SALARIES PAYABLE	FIT	03/30/2007	083844	493.78
MEDICARE - ELECTRONIC TRAN	2007 022-202-100	SALARIES PAYABLE	MEDICARE	03/30/2007	083851	86.90
MEDICARE - ELECTRONIC TRAN	2007 022-448-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	86.90
NET SALARIES	2007 022-202-100	SALARIES PAYABLE	NET SALARIES	03/30/2007	083853	4,619.40
TEXAS COUNTY & DISTRICT RE	2007 022-202-100	SALARIES PAYABLE	TCDRS-RETIREMENT	03/30/2007	083857	421.86
TEXAS COUNTY & DISTRICT RE	2007 022-448-003	RETIREMENT	TCDRS-RETIREMENT	03/30/2007	083857	521.29
TEXAS ASSOCIATION OF COUNT	2007 022-448-004	HOSPITALIZATION	ROAD & BRIDGE #2	03/30/2007	083875	2,435.60
THE STANDARD INSURANCE CO	2007 022-448-004	HOSPITALIZATION	ROAD & BRIDGE #2	03/30/2007	083878	122.13
TOTAL CHECKS WRITTEN						10,389.11
TOTAL VOID CHECKS						0.00
TOTAL CHECK AMOUNT						10,389.11

ROAD & BRIDGE III  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
MARSHALL, JOE	2007 023-451-001	SALARY/TRUCK ALLOWANCE	APRIL TRUCK ALLOWANCE	03/23/2007	083800	800.00
A T & T	2007 023-451-035	UTILITIES	COMMISSIONER PCT#3	03/23/2007	083803	25.12
CINGULAR WIRELESS	2007 023-451-035	UTILITIES	ACCT #793899742	03/23/2007	083808	122.39
AFLAC INSURANCE	2007 023-202-100	SALARIES PAYABLE	AFLAC INS	03/30/2007	083841	20.00
FICA	2007 023-202-100	SALARIES PAYABLE	FICA	03/30/2007	083843	446.13
FICA	2007 023-448-002	SOCIAL SECURITY	FICA	03/30/2007	083843	446.13
FIT	2007 023-202-100	SALARIES PAYABLE	FIT	03/30/2007	083844	585.50
MEDICARE - ELECTRONIC TRAN	2007 023-202-100	SALARIES PAYABLE	MEDICARE	03/30/2007	083851	104.33
MEDICARE - ELECTRONIC TRAN	2007 023-448-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	104.33
NET SALARIES	2007 023-202-100	SALARIES PAYABLE	NET SALARIES	03/30/2007	083853	5,531.64
STANDARD INSURANCE COMPANY	2007 023-202-100	SALARIES PAYABLE	STANDARD CO. VOLUNTARY	03/30/2007	083855	22.80
TEXAS COUNTY & DISTRICT RE	2007 023-202-100	SALARIES PAYABLE	TCDRS-RETIREMENT	03/30/2007	083857	505.10
TEXAS COUNTY & DISTRICT RE	2007 023-448-003	RETIREMENT	TCDRS-RETIREMENT	03/30/2007	083857	624.14
TEXAS ASSOCIATION OF COUNT	2007 023-448-004	HOSPITALIZATION	ROAD & BRIDGE #3	03/30/2007	083875	3,409.84
THE STANDARD INSURANCE CO	2007 023-448-004	HOSPITALIZATION	ROAD & BRIDGE #3	03/30/2007	083878	153.64
TOTAL CHECKS WRITTEN						12,901.00
TOTAL VOID CHECKS						0.00
TOTAL CHECK AMOUNT						12,901.00

ROAD & BRIDGE IV  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
WALSTON, J A "JACK"	2007 024-451-001	SALARY/TRUCK ALLOWANCE	APRIL TRUCK ALLOWANCE	03/23/2007	083802	800.00
A T & T	2007 024-451-035	UTILITIES	COMMISSIONER PCT#4	03/23/2007	083803	25.12
DOCHES COMMUNITY CREDIT UN	2007 024-202-100	SALARIES PAYABLE	CREDIT UNION	03/30/2007	083842	100.00
FICA	2007 024-202-100	SALARIES PAYABLE	FICA	03/30/2007	083843	442.51
FICA	2007 024-448-002	SOCIAL SECURITY	FICA	03/30/2007	083843	442.51
FIT	2007 024-202-100	SALARIES PAYABLE	FIT	03/30/2007	083844	544.29
GULF EMPLOYEES CREDIT UNIO	2007 024-202-100	SALARIES PAYABLE	GULF EMPLOYEES CREDIT UNIO	03/30/2007	083847	75.00
MEDICARE - ELECTRONIC TRAN	2007 024-202-100	SALARIES PAYABLE	MEDICARE	03/30/2007	083851	103.49
MEDICARE - ELECTRONIC TRAN	2007 024-448-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	103.49
NET SALARIES	2007 024-202-100	SALARIES PAYABLE	NET SALARIES	03/30/2007	083853	5,372.11
TEXAS COUNTY & DISTRICT RE	2007 024-202-100	SALARIES PAYABLE	TCDRS-RETIREMENT	03/30/2007	083857	499.60
TEXAS COUNTY & DISTRICT RE	2007 024-448-003	RETIREMENT	TCDRS-RETIREMENT	03/30/2007	083857	617.35
TEXAS ASSOCIATION OF COUNT	2007 024-448-004	HOSPITALIZATION	ROAD & BRIDGE #4	03/30/2007	083875	2,922.72
THE STANDARD INSURANCE CO	2007 024-448-004	HOSPITALIZATION	ROAD & BRIDGE #4	03/30/2007	083878	158.70
TOTAL CHECKS WRITTEN						12,206.88
TOTAL VOID CHECKS						0.00
TOTAL CHECK AMOUNT						12,206.88

BENEVOLENCE FUND  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
GENERAL FUND	2007 029-451-038	FLORALS	REIMB GENERAL FUND	03/30/2007	083867	83.68
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TOTAL CHECKS WRITTEN						83.68
TOTAL VOID CHECKS						0.00
						-----
TOTAL CHECK AMOUNT						83.68

COUNTY CLERK RMP  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
FICA	2007 031-202-100	SALARIES PAYABLE	FICA	03/30/2007	083843	48.11
FICA	2007 031-451-002	SOCIAL SECURITY-ARCHIVE	FICA	03/30/2007	083843	48.11
FIT	2007 031-202-100	SALARIES PAYABLE	FIT	03/30/2007	083844	76.13
MEDICARE - ELECTRONIC TRAN	2007 031-202-100	SALARIES PAYABLE	MEDICARE	03/30/2007	083851	11.25
MEDICARE - ELECTRONIC TRAN	2007 031-451-002	SOCIAL SECURITY-ARCHIVE	MEDICARE	03/30/2007	083851	11.25
NET SALARIES	2007 031-202-100	SALARIES PAYABLE	NET SALARIES	03/30/2007	083853	586.19
TEXAS COUNTY & DISTRICT RE	2007 031-202-100	SALARIES PAYABLE	TCDRS-RETIREMENT	03/30/2007	083857	54.32
TEXAS COUNTY & DISTRICT RE	2007 031-451-003	RETIREMENT-ARCHIVE	TCDRS-RETIREMENT	03/30/2007	083857	67.12
TEXAS ASSOCIATION OF COUNT	2007 031-451-004	HOSPITALIZATION-ARCHIVE	COUNTY CLERK	03/30/2007	083875	487.12
THE STANDARD INSURANCE CO	2007 031-451-004	HOSPITALIZATION-ARCHIVE	COUNTY CLERK	03/30/2007	083878	17.48
TOTAL CHECKS WRITTEN						1,407.01
TOTAL VOID CHECKS						0.00
TOTAL CHECK AMOUNT						1,407.01

T C COLLECTION CENTER B  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
A T & T	2007 037-451-035	UTILITIES	COLLECTION CENTER	03/23/2007	083803	25.12
FICA	2007 037-202-100	SALARIES PAYABLE	FICA	03/30/2007	083843	108.82
FICA	2007 037-448-002	SOCIAL SECURITY	FICA	03/30/2007	083843	108.82
FIT	2007 037-202-100	SALARIES PAYABLE	FIT	03/30/2007	083844	146.26
MEDICARE - ELECTRONIC TRAN	2007 037-202-100	SALARIES PAYABLE	MEDICARE	03/30/2007	083851	25.45
MEDICARE - ELECTRONIC TRAN	2007 037-448-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	25.45
NET SALARIES	2007 037-202-100	SALARIES PAYABLE	NET SALARIES	03/30/2007	083853	1,184.61
TEXAS COUNTY & DISTRICT RE	2007 037-202-100	SALARIES PAYABLE	TCDRS-RETIREMENT	03/30/2007	083857	70.28
TEXAS COUNTY & DISTRICT RE	2007 037-448-003	RETIREMENT	TCDRS-RETIREMENT	03/30/2007	083857	86.85
TYLER COUNTY	2007 037-202-100	SALARIES PAYABLE	TAC-HEBP DEPENDENT COVERAGE	03/30/2007	083859	219.66
TEXAS ASSOCIATION OF COUNT	2007 037-448-004	HOSPITALIZATION	COLLECTION CENTER	03/30/2007	083875	926.44
THE STANDARD INSURANCE CO	2007 037-448-004	HOSPITALIZATION	TC COLLECTION CENTER	03/30/2007	083878	22.54
TOTAL CHECKS WRITTEN						2,950.30
TOTAL VOID CHECKS						0.00
TOTAL CHECK AMOUNT						2,950.30

DATE 03/17/2007 TO 03/31/2007

CHECKS CLAIMS LIST

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COURTHOUSE SECURITY  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
A T & T	2007 044-451-035	UTILITIES	COURTHOUSE SECURITY	03/23/2007	083803	25.12
TOTAL CHECKS WRITTEN						25.12
TOTAL VOID CHECKS						0.00
TOTAL CHECK AMOUNT						25.12



C D A TRUST  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
BROOKSHIRE BROTHERS	2007 049-492-005	RESTITUTION MISC. EXPENSE	BERT THEDFORD	03/23/2007	083807	65.00
BROOKSHIRE BROTHERS	2007 049-492-005	RESTITUTION MISC. EXPENSE	DAVID WHITE	03/23/2007	083807	74.01
BROOKSHIRE BROTHERS	2007 049-492-005	RESTITUTION MISC. EXPENSE	TATE REAGAN	03/23/2007	083807	571.09
BROOKSHIRE BROTHERS	2007 049-492-005	RESTITUTION MISC. EXPENSE	JACK TOUCHSTONE	03/23/2007	083807	390.59
BROOKSHIRE BROTHERS	2007 049-492-005	RESTITUTION MISC. EXPENSE	CYNTHIA FOSTER	03/23/2007	083807	470.03
BROOKSHIRE BROTHERS	2007 049-492-005	RESTITUTION MISC. EXPENSE	DEANNA MORVANT	03/23/2007	083807	305.83
BROOKSHIRE BROTHERS	2007 049-492-005	RESTITUTION MISC. EXPENSE	AMY CANNON	03/23/2007	083807	119.23
BROOKSHIRE BROTHERS	2007 049-492-005	RESTITUTION MISC. EXPENSE	DAVID TOPOLINSKI	03/23/2007	083807	149.08
BROOKSHIRE BROTHERS	2007 049-492-005	RESTITUTION MISC. EXPENSE	CRYSTAL SMITH	03/23/2007	083807	82.00
BROOKSHIRE BROTHERS	2007 049-492-005	RESTITUTION MISC. EXPENSE	REBECCA ROTH	03/23/2007	083807	148.73
BROOKSHIRE BROTHERS	2007 049-492-005	RESTITUTION MISC. EXPENSE	LESLIE NUGENT	03/23/2007	083807	75.00
BROOKSHIRE BROTHERS	2007 049-492-005	RESTITUTION MISC. EXPENSE	STACY REDMON	03/23/2007	083807	94.62
DOVER, BILL L	2007 049-492-005	RESTITUTION MISC. EXPENSE	TATE REGAN	03/23/2007	083809	112.16
DOVER, BILL L	2007 049-492-005	RESTITUTION MISC. EXPENSE	HANDI CULBERT	03/23/2007	083809	55.00
DOVER, BILL L	2007 049-492-005	RESTITUTION MISC. EXPENSE	JOSHUA CULBERT	03/23/2007	083809	50.00
DOVER, BILL L	2007 049-492-005	RESTITUTION MISC. EXPENSE	JERRY BROOM	03/23/2007	083809	306.40
DOVER, BILL L	2007 049-492-005	RESTITUTION MISC. EXPENSE	ANNETTE PEIRSON	03/23/2007	083809	57.76
DOVER, BILL L	2007 049-492-005	RESTITUTION MISC. EXPENSE	WILLIAM VAUGHN	03/23/2007	083809	114.33
DOVER, BILL L	2007 049-492-005	RESTITUTION MISC. EXPENSE	CYNTHIA JOHNSON	03/23/2007	083809	164.73
DOVER, BILL L	2007 049-492-005	RESTITUTION MISC. EXPENSE	LISA KING	03/23/2007	083809	75.00
DOVER, BILL L	2007 049-492-005	RESTITUTION MISC. EXPENSE	MISTY GORE	03/23/2007	083809	47.46
FOOD BASKET	2007 049-492-005	RESTITUTION MISC. EXPENSE	VALERIE MCBALLON	03/23/2007	083813	85.00
FOOD BASKET	2007 049-492-005	RESTITUTION MISC. EXPENSE	WILLIAM GILLIAN	03/23/2007	083813	85.00
HARRIS COUNTRY MKT	2007 049-492-005	RESTITUTION MISC. EXPENSE	JACKIE THRASHER	03/23/2007	083815	78.83
JASPER OIL COMPANY	2007 049-492-005	RESTITUTION MISC. EXPENSE	JACK TOUCHSTONE	03/23/2007	083818	55.00
JASPER OIL COMPANY	2007 049-492-005	RESTITUTION MISC. EXPENSE	CYNTHIA FOSTER	03/23/2007	083818	254.19
MARLEY, CHARLES	2007 049-492-005	RESTITUTION MISC. EXPENSE	DEANNA MORVANT	03/23/2007	083821	375.00
MODICA BROTHERS	2007 049-492-005	RESTITUTION MISC. EXPENSE	JOHN WHITEHEAD	03/23/2007	083822	415.33
OKAY FOODS	2007 049-492-005	RESTITUTION MISC. EXPENSE	MATTHEW HENDERSHOT	03/23/2007	083824	60.97
OKAY FOODS	2007 049-492-005	RESTITUTION MISC. EXPENSE	JAMES SMITH	03/23/2007	083824	30.25
OKAY FOODS	2007 049-492-005	RESTITUTION MISC. EXPENSE	TATE REAGAN	03/23/2007	083824	167.23
PERMA PINE	2007 049-492-005	RESTITUTION MISC. EXPENSE	IRENE CASTILLO	03/23/2007	083825	400.00
PIZZA HUT	2007 049-492-005	RESTITUTION MISC. EXPENSE	MURLENE WORLDS	03/23/2007	083827	62.26
PONY EXPRESS	2007 049-492-005	RESTITUTION MISC. EXPENSE	HANDY SIMONS	03/23/2007	083828	382.53
PONY EXPRESS	2007 049-492-005	RESTITUTION MISC. EXPENSE	ANGELA LANGSTON	03/23/2007	083828	73.72
PONY EXPRESS	2007 049-492-005	RESTITUTION MISC. EXPENSE	CYNTHIA FOSTER	03/23/2007	083828	548.96
PONY EXPRESS	2007 049-492-005	RESTITUTION MISC. EXPENSE	LINDA HOOKS	03/23/2007	083828	492.93
PONY EXPRESS	2007 049-492-005	RESTITUTION MISC. EXPENSE	CARRIE CRENSHAW	03/23/2007	083828	191.45
PONY EXPRESS	2007 049-492-005	RESTITUTION MISC. EXPENSE	CHRISTOPHER BOURG	03/23/2007	083828	60.00
PONY EXPRESS	2007 049-492-005	RESTITUTION MISC. EXPENSE	LC FOSTER	03/23/2007	083828	72.33
R&D HARDWARE & FEED	2007 049-492-005	RESTITUTION MISC. EXPENSE	CYNTHIA FOSTER	03/23/2007	083829	144.57
TEXAS STAR CAFE	2007 049-492-005	RESTITUTION MISC. EXPENSE	ASHLEY HILTON	03/23/2007	083831	55.95
THE MEDICINE SHOPPE	2007 049-492-005	RESTITUTION MISC. EXPENSE	CHANDALYN LAURENT	03/23/2007	083832	75.00
TYLER COUNTY SHERIFF DEPAR	2007 049-492-005	RESTITUTION MISC. EXPENSE	JAMES SMITH	03/23/2007	083834	50.00
TYLER COUNTY SHERIFF DEPAR	2007 049-492-005	RESTITUTION MISC. EXPENSE	DAVID WHITE	03/23/2007	083834	100.00
TYLER COUNTY SHERIFF DEPAR	2007 049-492-005	RESTITUTION MISC. EXPENSE	TATE REAGAN	03/23/2007	083834	250.00
TYLER COUNTY SHERIFF DEPAR	2007 049-492-005	RESTITUTION MISC. EXPENSE	MURLENE WORLDS	03/23/2007	083834	50.00
TYLER COUNTY SHERIFF DEPAR	2007 049-492-005	RESTITUTION MISC. EXPENSE	DEANNA MORVANT	03/23/2007	083834	250.00
TYLER COUNTY SHERIFF DEPAR	2007 049-492-005	RESTITUTION MISC. EXPENSE	WILLIAM GILLIAN	03/23/2007	083834	50.00
TYLER COUNTY SHERIFF DEPAR	2007 049-492-005	RESTITUTION MISC. EXPENSE	JOYCELYN GASPARD	03/23/2007	083834	50.00
TYLER COUNTY SHERIFF DEPAR	2007 049-492-005	RESTITUTION MISC. EXPENSE	CHARLES MORRIS	03/23/2007	083834	250.00
TYLER COUNTY SHERIFF DEPAR	2007 049-492-005	RESTITUTION MISC. EXPENSE	REBECCA ROTH	03/23/2007	083834	100.00
TYLER COUNTY TAX ASSESSOR/	2007 049-492-005	RESTITUTION MISC. EXPENSE	GARY PARKS	03/23/2007	083835	86.80
WAL-MART STORE #288	2007 049-492-005	RESTITUTION MISC. EXPENSE	DAVID WHITE	03/23/2007	083837	72.21
WAL-MART STORE #288	2007 049-492-005	RESTITUTION MISC. EXPENSE	REAGAN TATE	03/23/2007	083837	69.77

C D A TRUST  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
WAL-MART STORE #288	2007 049-492-005	RESTITUTION MISC. EXPENSE	VALERIE MCGALLION	03/23/2007	083837	189.57
WAL-MART STORE #288	2007 049-492-005	RESTITUTION MISC. EXPENSE	CHARLES MORRIS	03/23/2007	083837	367.38
WEST MAGNOLIA DRIVE-IN	2007 049-492-005	RESTITUTION MISC. EXPENSE	ALLISON PONCHO	03/23/2007	083838	85.00
WEST MAGNOLIA DRIVE-IN	2007 049-492-005	RESTITUTION MISC. EXPENSE	CYNTHIA FOSTER	03/23/2007	083838	146.67
WEST MAGNOLIA DRIVE-IN	2007 049-492-005	RESTITUTION MISC. EXPENSE	BRANDY SHAW	03/23/2007	083838	110.00
WEST MAGNOLIA DRIVE-IN	2007 049-492-005	RESTITUTION MISC. EXPENSE	LC FOSTER	03/23/2007	083838	45.00
WEST MAGNOLIA DRIVE-IN	2007 049-492-005	RESTITUTION MISC. EXPENSE	OTIS WIGLEY	03/23/2007	083838	220.00
WEST MAGNOLIA DRIVE-IN	2007 049-492-005	RESTITUTION MISC. EXPENSE	CEDRIC HAFFORD	03/23/2007	083838	40.82
WEST MAGNOLIA DRIVE-IN	2007 049-492-005	RESTITUTION MISC. EXPENSE	JOHN HICKERSON	03/23/2007	083838	57.50
WEST MAGNOLIA DRIVE-IN	2007 049-492-005	RESTITUTION MISC. EXPENSE	JOYCELN GASPARD	03/23/2007	083838	71.34
WEST MAGNOLIA DRIVE-IN	2007 049-492-005	RESTITUTION MISC. EXPENSE	DIANE COLUNGA	03/23/2007	083838	40.00
WEST MAGNOLIA DRIVE-IN	2007 049-492-005	RESTITUTION MISC. EXPENSE	MICHELLE GREER	03/23/2007	083838	325.00
WEST MAGNOLIA DRIVE-IN	2007 049-492-005	RESTITUTION MISC. EXPENSE	JACKIE FULTZ	03/23/2007	083838	116.29
WEST MAGNOLIA DRIVE-IN	2007 049-492-005	RESTITUTION MISC. EXPENSE	LARRY BARLOW	03/23/2007	083838	135.00
WOODCO LEASING, INC.	2007 049-492-005	RESTITUTION MISC. EXPENSE	WILLIE GAIL	03/23/2007	083840	6,392.82
TOTAL CHECKS WRITTEN						17,415.77
TOTAL VOID CHECKS						0.00
TOTAL CHECK AMOUNT						17,415.77

ADULT PROBATION  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
FICA	2007 053-202-100	SALARIES PAYABLE	FICA	03/30/2007	083843	676.04
FICA	2007 053-451-002	SOCIAL SECURITY	FICA	03/30/2007	083843	676.04
FIT	2007 053-202-100	SALARIES PAYABLE	FIT	03/30/2007	083844	1,066.53
MEDICARE - ELECTRONIC TRAM	2007 053-202-100	SALARIES PAYABLE	MEDICARE	03/30/2007	083851	158.12
MEDICARE - ELECTRONIC TRAM	2007 053-451-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	158.12
NET SALARIES	2007 053-202-100	SALARIES PAYABLE	NET SALARIES	03/30/2007	083853	8,226.46
TEXAS COUNTY & DISTRICT RE	2007 053-202-100	SALARIES PAYABLE	TCDRS-RETIREMENT	03/30/2007	083857	776.93
TEXAS COUNTY & DISTRICT RE	2007 053-451-003	RETIREMENT	TCDRS-RETIREMENT	03/30/2007	083857	960.05
TYLER CO. COMMUNITY SUPVN.	2007 053-202-100	SALARIES PAYABLE	STATE HEALTH INS.-ADULT	03/30/2007	083858	194.79
CJAD CONFERENCE FUND	2007 053-451-016	PROFESSIONAL FEES	REG FEE/B STRICKLAND	03/30/2007	083864	15.00
TOTAL CHECKS WRITTEN						12,908.01
TOTAL VOID CHECKS						0.00
TOTAL CHECK AMOUNT						12,908.01

JUVENILE PROBATION  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
ANGELINA COUNTY COURTHOUSE	2007 054-363-035	DETENTION COLLECTED	BILLING FOR MONTH OF FEB	03/23/2007	083805	600.00
CINGULAR WIRELESS	2007 054-451-009	TELEPHONE	ACCT #873182188	03/23/2007	083808	158.86
AFLAC INSURANCE	2007 054-202-100	SALARIES PAYABLE	AFLAC INS	03/30/2007	083841	103.10
FICA	2007 054-202-100	SALARIES PAYABLE	FICA	03/30/2007	083843	295.91
FICA	2007 054-437-002	SOCIAL SECURITY-CCP	FICA	03/30/2007	083843	77.72
FICA	2007 054-448-002	SOC. SECURITY/FLAT RATE TR	FICA	03/30/2007	083843	68.20
FICA	2007 054-451-002	SOCIAL SECURITY-REG SUP	FICA	03/30/2007	083843	149.99
FIT	2007 054-202-100	SALARIES PAYABLE	FIT	03/30/2007	083844	379.45
MEDICARE - ELECTRONIC TRAN	2007 054-202-100	SALARIES PAYABLE	MEDICARE	03/30/2007	083851	69.21
MEDICARE - ELECTRONIC TRAN	2007 054-437-002	SOCIAL SECURITY-CCP	MEDICARE	03/30/2007	083851	18.18
MEDICARE - ELECTRONIC TRAN	2007 054-448-002	SOC. SECURITY/FLAT RATE TR	MEDICARE	03/30/2007	083851	15.96
MEDICARE - ELECTRONIC TRAN	2007 054-451-002	SOCIAL SECURITY-REG SUP	MEDICARE	03/30/2007	083851	35.07
NATIONWIDE RETIREMENT SOLU	2007 054-202-100	SALARIES PAYABLE	NACB	03/30/2007	083852	125.00
NET SALARIES	2007 054-202-100	SALARIES PAYABLE	NET SALARIES	03/30/2007	083853	3,616.68
TEXAS COUNTY & DISTRICT RE	2007 054-202-100	SALARIES PAYABLE	TCDRS-RETIREMENT	03/30/2007	083857	262.65
TEXAS COUNTY & DISTRICT RE	2007 054-437-003	RETIREMENT-COMM CORRECTION	TCDRS-RETIREMENT	03/30/2007	083857	108.43
TEXAS COUNTY & DISTRICT RE	2007 054-451-003	RETIREMENT-REGULAR SUPERVI	TCDRS-RETIREMENT	03/30/2007	083857	216.12
TEXAS ASSOCIATION OF COUNT	2007 054-437-004	HOSPITALIZATION-CCP	JUVENILE PROBATION	03/30/2007	083875	487.12
TEXAS ASSOCIATION OF COUNT	2007 054-451-004	HOSPITALIZATION-REG SUP	JUVENILE PROBATION	03/30/2007	083875	974.24
TEXAS JUVENILE PROBATION C	2007 054-451-012	TRAINING & EDUCATION	NUTS & BOLTS OF JUVE LAW	03/30/2007	083876	125.00
TEXAS PROBATION ASSOCIATIO	2007 054-451-012	TRAINING & EDUCATION	3RD ANNUAL SEX OFFENDER	03/30/2007	083877	120.00
THE STANDARD INSURANCE CO	2007 054-451-004	HOSPITALIZATION-REG SUP	JUVENILE PROBATION	03/30/2007	083878	55.66
THE STANDARD INSURANCE CO	2007 054-437-004	HOSPITALIZATION-CCP	JUVENILE PROBATION	03/30/2007	083878	28.06
TOTAL CHECKS WRITTEN						8,090.6
TOTAL VOID CHECKS						0.0
TOTAL CHECK AMOUNT						8,090.6

DATE 03/17/2007 TO 03/31/2007

CHECKS CLAIMS LIST

CHK101 PAGE 1

HOMELAND SECURITY  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
HOUSE MOVING INC.	2007 074-361-005	HOME LAND SECURITY FUNDING	HOUSE MOVED TO NEW LOCAT	03/23/2007	083816	2,570.00
						-----
						TOTAL CHECKS WRITTEN 2,570.0
						TOTAL VOID CHECKS 0.0
						-----
						TOTAL CHECK AMOUNT 2,570.0

EMERGENCY OPERATIONS CENTER  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
A T & T	2007 076-451-009	TELEPHONE	EMERGENCY MANAGEMENT	03/23/2007	083803	25.12
A T & T	2007 076-451-009	TELEPHONE	ACCT #409-331-0874 853 8	03/23/2007	083804	163.06
TYLER COUNTY HOMELAND SECU	2007 076-451-007	OFFICE SUPPLIES	MISCELLANEOUS SUPPLIES	03/23/2007	083833	284.06
TYLER COUNTY HOMELAND SECU	2007 076-451-009	TELEPHONE	COMMUNICATION EQUIPMENT	03/23/2007	083833	24.93
FICA	2007 076-202-100	SALARIES PAYABLE	FICA	03/30/2007	083843	34.07
FICA	2007 076-448-002	SOCIAL SECURITY	FICA	03/30/2007	083843	34.07
FIT	2007 076-202-100	SALARIES PAYABLE	FIT	03/30/2007	083844	31.78
MEDICARE - ELECTRONIC TRAN	2007 076-202-100	SALARIES PAYABLE	MEDICARE	03/30/2007	083851	7.97
MEDICARE - ELECTRONIC TRAN	2007 076-448-002	SOCIAL SECURITY	MEDICARE	03/30/2007	083851	7.97
NET SALARIES	2007 076-202-100	SALARIES PAYABLE	NET SALARIES	03/30/2007	083853	475.78
TOTAL CHECKS WRITTEN						1,088.8
TOTAL VOID CHECKS						0.0
TOTAL CHECK AMOUNT						1,088.8

TOTAL ALL CHECKS  
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
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					TOTAL CHECKS WRITTEN	237,719.28
					TOTAL CHECKS VOIDED	0.00
					GRAND TOTAL AMOUNT	237,719.28

## Title IV-E Foster Care

### I. County Child Welfare Board Contracts

Texas counties can establish and maintain Child Welfare Boards (CWBs) in accordance with Texas Family Code §264.005. The CWBs work closely with local Texas Department of Family and Protective Services (DFPS) staff to provide for an array of needs for children in care for which no state funds are available. DFPS has contracts with many Texas counties under Title IV-E that enable the counties to receive federal reimbursement of certain of those expenses. The reimbursable expenses are some, but not all, of those incurred by the counties.

There are three types of expenses reimbursable under CWB contracts and each is reimbursed at a different Federal Financial Participation (FFP) level.

#### A. Foster Care Maintenance

The costs of food, clothing, and shelter are often referred to as "room and board" costs. DFPS covers these basic costs for children in foster care through its daily foster care rate paid to foster care providers. Certain costs paid by a CWB are considered supplemental foster care maintenance costs.

All supplemental foster care maintenance costs submitted to DFPS for federal reimbursement must be actual County costs and must be designated to specific Title IV-E eligible children. The County must maintain accounting records that include an audit trail for each expense which includes the child's name, Title IV-E eligibility status, receipt for the expense, and County accounting records which display the expense through the County accounting system.

Supplemental foster care maintenance expenses receive the highest level of federal match, which is at the Federal Medical Assistance Percentage (FMAP) rate. The FMAP rate changes annually, and is in effect from October 1 through September 30. **The current rate is 60.78%** (October 1, 2006-September 30, 2007).

#### School Supplies

County costs of supplemental school supplies are allowable under the Title IV-E contracts. However, education expenses are not allowable under Title IV-E.

Examples of Allowable Expenses (this is not an all-inclusive list):

- Required classroom supplies: notebooks, pens, paper, etc.
- Art supplies
- Necessary school clothing such as gym uniforms.
- Locker and towel fees
- Rental or purchase of school band musical instruments
- Band uniforms
- School activity fees such as required for field trip participation
- Driver's Education fees \*
- GED related expenses \*



### Unallowable Expenses

- Music lessons for band instruments
- Private school tuition even if court ordered
- Fees for summer school
- \* Before incurring Driver's Education or GED expenses, counties should check with the DFPS PAL regional coordinator to determine whether the regional PAL program can pay these expenses.

### Personal Incidentals

Examples of Allowable Expenses (this is not an all-inclusive list):

- Supplies for life books
- Items related to personal hygiene
- Cosmetics
- Over-the-counter medications
- Special dietary foods
- Infant and toddler supplies including high chairs and diapers
- Allowances
- Birthday and Christmas gifts
- Graduation expenses such as senior rings
- Reasonable and occasional costs of such items as tickets or other admission fees for sporting, entertainment or cultural events
- Fees related to clubs such as Girl or Boy Scouts
- special lessons, including horseback riding
- miscellaneous items such as stamps, envelopes, writing paper, film and the cost of film development for a personal camera
- reasonable and occasional costs of such items as tickets or other admission fees for sporting, entertainment or cultural events
- Reasonable travel provided for the child to visit siblings, relatives, or other caretakers at home or other appropriate location
- Funeral Costs \*
  - \* Prior to incurring funeral expenses, counties should check with the DFPS. Reasonable and necessary funeral costs, if not paid by the child's parents, are paid by DFPS in accordance with CPS Handbook Section 8512 (Burial Services for Deceased Children in the Managing Conservatorship of DFPS)

### Unallowable Expenses

- Drug Screening
- Paternity Testing
- School Tuition
- CASA expenses

- Specialized assessments such as psychiatric, medical or educational assessments are medical or educational services, respectively, and are not, therefore, allowable under title IV-E
- Travel costs for the biological parent or other relative visiting with the child are unallowable

**B. Administration**

The Social Security Act, at section 474(a)(3)(B), permits States to be reimbursed at a 50 percent matching rate for the costs of administrative activities as found necessary for the proper and efficient administration of the State Plan.

Costs directly related to the administration of the foster care program are deemed allowable if they are necessary and reasonable, incurred while providing effective and efficient services to Title IV-E eligible children. Title IV-E allowable administrative costs are reimbursable at 50% and may include such costs as salaries, fringe benefits, travel, supplies, equipment, and other operating expenses.

**C. Training**

Title IV-E training costs are those associated with attending or participating in IV-E approved training. These training costs are reimbursable at 75%. Unlike general training, IV-E training must be specifically related to the IV-E program. Title IV-E training expenses include salaries, fringe benefits, and travel expenses.

**II. County Legal Contracts**

There are two types of expenses reimbursable under Title IV-E County Legal Services contracts and each is reimbursed at a different Federal Financial Participation (FFP) level.

**A. Administration**

Costs directly related to the administration of the foster care program are deemed allowable if they are necessary and reasonable, incurred while providing effective and efficient services to Title IV-E eligible children, and are in accordance with OMB A-87, 45 CFR Section 95.507, and 45 CFR Section 1356.60 (c). IV-E allowable administrative costs are reimbursable at 50% and may include such costs as salaries, fringe benefits, travel, supplies, equipment, and other operating expenses.

Reimbursement may be claimed for any staff of the district/county attorney who provides legal services for foster children.

**Personnel may include**

Legal

Attorney

Appellate Attorney

Assistant District Attorney

Assistant County Attorney

Assistant Criminal District Attorney

Support

Administrative clerical staff

Legal clerk

Paralegal

Investigator

Receptionist

Compliance Officer (attorney)  
CPS Unit Chief Attorney  
Criminal District Attorney  
Deputy Division Chief  
Division Chief  
Supervising Attorney

Secretary  
Legal Secretary  
Law Clerk  
Non-court employee interpreter  
(hired and paid by county attorney)

#### **Unallowable Legal Costs**

- Ad-litem fees
- Salaries for court employees
- Attorney ad-Litem Fees
- Guardian ad-Litem Fees
- CASA expenses
- Filing fees
- Other costs associated with normal functioning of a court  
Costs already allocated to Cost Allocation for Federal Assistance Programs

#### **B. Training**

Title IV-E training costs are reimbursable at 75%. These training costs must be specifically related to the IV-E program. Title IV-E training expenses include salaries, fringe benefits, and travel expenses.

### **III. Reimbursement and Documentation Requirements**

#### **A. Cost Allocation Plan**

DFPS will reimburse the County from Subtitle IV-E funds the reasonable, allowable and allocable costs according to an approved Cost Allocation Plan found in Attachment A of contract 2282CWIVE. A detailed budget in the required format along with a narrative justifying both the budget and the allocation of costs to Subtitle IV-E of the Social Security Act, along with Attachment A must reflect appropriate costs for Subtitle IV-E. If costs are determined not to be reasonable, allowable and allocable under Subtitle IV-E, DFPS will not reimburse for those costs and recover any previous payments for such costs. If bills are inadequately documented or appear to be unallowable in whole or in part, DFPS will notify the County within 30 days.

The Cost Allocation Plan is to be amended for each fiscal year with the written agreement of the contract manager for the DFPS. If the contract is automatically renewed, and if the County and DFPS have not agreed to an amended Cost Allocation Plan, then the Cost Allocation Plan is also renewed without amendment but may be later amended according to the contractual agreement.

#### **B. Billing Requirements**

All billings must be submitted for reimbursement in accordance with the time limit specified in 45CFR95.1. This subpart establishes a two-year (eight quarter) time limit for a State to claim Federal financial participation in expenditures under State plans approved under Title IV-E. Any bill or amended bill which is submitted to DFPS later

than seven quarters after the end of the quarter of the expense will not be processed unless it is determined, in the sole discretion of DFPS, that submission for payment of the bill to the federal government can be executed in a proper and timely fashion.

\*Note: DIRECT DEPOSIT is the recommended payment process

The Contractor must submit bills:

- On a quarterly basis,
- Using form 4116X, State of Texas Purchase Voucher and other DFPS or Contractor forms or sufficient documentation to support the claim as appropriate, and
- Within one quarter of the quarter in which services were provided.

If the quarterly bills for the County average or are expected to average less than \$1,000 per quarter, the County may request, and the Contract Manager for the Department may grant written permission to submit bills on an annual basis with the bill for each quarter submitted and documented separately but at the same time before the end of the first quarter of the following fiscal year.

### **C. Required Claims Documentation**

A County must maintain supporting documentation for each claim. Supporting documentation must be:

- Substantiated by the appropriate invoices and/or receipts, timesheets, etc.,
- For actual expenses (not estimates), and
- Reflected in the County's accounting system

Note: Failure to submit the required documentation will result in the claim being returned to the County, and a delay in County reimbursement

State of Texas  
Title IV-E Child Welfare Services Contract

Contract # \_\_\_\_\_

I. **Parties.** The Texas Department of Family and Protective Services (DFPS), hereinafter referred to as the Department, and the Commissioners' Court of (e.g., Travis) County (a subdivision of the State of Texas), hereinafter referred to as the County or Contractor, do hereby make and enter into this contract, which, together with its incorporated documents, constitutes the entire agreement under the above referenced contract number between the Department and the Contractor. The parties agree to establish and/or maintain a child welfare board to administer a county wide, jointly financed, state administered and regionally operated child welfare program to meet the needs of children in the county in need of protective services. The Department and the Contractor make this contract for the following mutual considerations.

II. **Authority to Contract.** The Department is authorized to enter into this contract under Human Resources Code Chapter 40. Pursuant to §§ 40.0566 and 40.058, this contract is not subject to Chapter 771 or 791 of the Government Code.

III. **Governing Law.** This contract shall be governed by and construed in accordance with the laws of the State of Texas. Unless otherwise mutually agreed, venue will be in State District Court, Travis County, Texas. Resulting payments shall be due and payable in Travis County, Texas.

IV. **Contract Elements.** This contract between the parties and any successor or permitted assignee consists of the signed written contract and all instruments incorporated by reference which are the documents listed in Section XI of this contract. The contract includes all elements in this document and in the attachments. The Cost Allocation Plan is a required attachment. This contract may be amended only in writing and by mutual agreement.

V. **Financial Limitations and Considerations.**

A. **Funds Availability.** This contract is at all times contingent upon the availability and receipt of federal funds that the Department has allocated to this contract; and if funds for this contract become unavailable during any budget period, this contract may be immediately terminated or reduced at the discretion of the Department.

B. **Amount of Payment.** The Department agrees to pay the Contractor from available funds for services rendered in accordance with the terms of this contract upon receipt of a proper and verified statement and after deducting any known previous overpayment made by the Department. If project income accrues, the Contractor shall add the program income to funds committed to the contract services and shall use them to further eligible IV-E objectives, or the Contractor shall deduct program income from the total allowable costs in determining the net allowable costs on which the Federal share of costs is based.

C. **Basis for Payment.** The basis for payment for services rendered under this contract is indicated in the service terms with the Cost Allocation Plan. The Contractor agrees to this basis for payment and to adhere to the fiscal and billing policies and procedures of the Department. The Department is not obligated to pay unauthorized costs or to pay more than the Contractor's allowable and actually incurred costs consistent with federal and state regulations. The Contractor is responsible for submitting bills in an accurate and timely manner for each quarter by the end of the following quarter and for notifying the Department of any need to expedite payment. The Department will make reasonable efforts to process all bills received in an accurate and timely manner but does not warrant immediate payment. If the quarterly bills for the county average or are expected to average less than \$1,000 per quarter, the County may request, and the Contract Manager for the Department may grant written permission to submit bills on an annual basis with the bill for each quarter submitted and documented separately but at the same time before the end of the first quarter of the following fiscal year.

**Title IV-E Child Welfare Services Contract**

**D. The Contractor understands and agrees that:**

1. The reimbursement made to the Contractor shall not exceed the Contractor's actual costs to provide the services under this contract and that the Contractor's actual costs, both direct and indirect, must be allowable, reasonable and allocable to Subtitle IV-E of the Social Security Act according to the Office of Management and Budget Circulars A-87 and A-110, 40 TAC §§732.240-256 and any other applicable Department regulations.
2. Transfers between line items of the budget, which is an integral part of the Cost Allocation Plan, will be allowed without prior approval from the contract manager when transfers are for allowable items as defined by the Department and do not result in a significant change in the character or scope of the program. Any transfers must be described and reported every quarter by letter along with a revised Cost Allocation Plan and supporting narrative to the Department. Prior written approval must be secured when transfers, regardless of the amount, would result in a significant change in the character or scope of the program. Lack of prior approval in these instances will be grounds for disallowance or recovery of unapproved payments, other adverse action, or termination of this contract at the option of the Department.

**E. Physical Property.** The Contractor shall assume responsibility for the protection of all physical property and equipment purchased under this contract and shall take appropriate measures to meet this obligation. The Contractor shall furnish the Department with a written, factual report of the theft of, or damage to, any equipment purchased under this contract, including circumstances concerning the loss. In addition, in the event of any theft, vandalism, or other offense against the properties, the Contractor shall notify appropriate local law enforcement authorities.

**F. Equipment.** The Contractor shall follow the provisions of Title 45 Code of Federal Regulations (CFR) Part 74 regarding the title to any equipment bought under this contract with funds allocated to the Contractor or its subcontractor. Title to equipment shall vest with Contractor or Subcontractor as stated in 45 CFR Part 74.34. The Contractor shall not give any security interest, lien, or otherwise encumber any item of equipment purchased with contract funds. The Contractor shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment and to maintain a current inventory of equipment which is available to the Department at all times upon request.

**G. Regulation Compliance.** The Contractor shall remain in compliance with 45 CFR Part 74, Office of Management and Budget (OMB) Circular A-110, OMB Circular A-87 and 40 Texas Administrative Code (TAC) §§732.240-256. In the event of any conflict or contradiction between or among the regulations referenced in this contract term, the regulations shall control in the following order of precedence: 45 CFR Part 74, OMB Circular A-110, OMB Circular A-87 and 40 TAC §§732.240-256.

**H. Lobbying Limitations.** The Contractor shall not use any funding under this contract to influence the outcome of elections or the passage or defeat of any legislative measures.

**I. Matching Requirements.** The Contractor shall provide at least the amount of non-Federal share as identified in the contract Cost Allocation Plan or through other written notice from the Department.

**J. Taxes.** The Department shall not be liable for state, local, or federal excise taxes. The Contractor must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. The Contractor is responsible for both Federal and State Unemployment insurance coverage and standard Workers' Compensation Insurance coverage. The Contractor must comply with all Federal and State tax laws and withholding requirements. The Department will not be liable to the Contractor or its employees for any Unemployment or Workers' Compensation coverage, or Federal or State withholding requirements.

**K. Force Majeure.** Neither party shall be financially liable to the other party for delays or failures to perform in contract performance caused by force majeure (i.e., those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall

**Title IV-E Child Welfare Services Contract**

extend the period of performance until these exigencies have been removed. The party seeking to avail itself of this clause shall notify the other party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case, notification shall be done in as timely a manner as possible. The Contractor agrees that breach of this provision entitles the Department to reduce or stop payments or immediately terminate this contract.

**L. Accounting.** The Contractor shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants and OMB Circular A-87; and follow Department fiscal management policies and procedures in submitting timely billings and maintain financial records required to be kept under this contract.

**M. Record Keeping.** The Contractor shall maintain financial, programmatic, and supporting documents, statistical records, inventories of non-expendable property acquired, and other records pertinent to claims submitted during the contract period for a minimum of five years after the termination of the contract period, or for five years after the end of the federal fiscal year in which services were provided if this contract has no specific termination date. If any litigation, claim, or audit involving these records begins before the five-year period expires, the Contractor will keep the records and documents for not less than five years and until all litigation, claims, or audit findings are resolved. The case is considered resolved when a final order is issued in litigation, or a written agreement is entered into between the Department and the Contractor. Contract period means the beginning date through the ending date specified in the original contract; extensions are considered to be separate contract periods.

**N. Reviews.** The Contractor shall cooperate fully in any social studies or fiscal and programmatic monitoring, auditing, evaluating, or other reviews pertaining to services rendered by the Contractor and subcontractor which may be conducted by the Department or the United States Department of Health and Human Services, or their authorized representatives; and to be responsible for any audit exception or other payment irregularity regarding this contract or subcontract, but only if such exception or irregularity is due to the sole negligence of the Contractor, which may be found after review by the Department or the United State Department of Health and Human Services; and to be responsible for the timely and proper collection and reimbursement to the Department of any amount paid in excess of the proper billing amount.

Acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, HHSC Office of Inspector General, or any successor agency, to audit or investigate the expenditure of funds under this contract or any subcontract. Contractor further agrees to cooperate fully with the State Auditor's office or its successor, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

**O. Notice of Funding.** The Contractor shall place prominent notices acknowledging the funding it receives from the Department in all of its literature that describes services covered by this contract. This notice will also appear in the Contractor's annual financial report, if any is issued.

**P.** Contractor agrees that should the Contractor ever be shown by the Texas Comptroller of Public Accounts as "not in good standing" or should the Comptroller be prohibited from issuing a warrant or electronic funds transfer to Contractor, then the Department's payments under this contract shall be applied directly toward eliminating the Contractor's debt or delinquency to the State of Texas. This requirement specifically applies to any debt or delinquency, regardless of when it arises. The comptroller may determine the order in which debts or delinquencies are reduced or eliminated.

**VI. Reporting Requirements.**

**A.** The Contractor shall submit services delivery reports required by the contract or self-evaluations of performance and other reports requested by the Department in appropriate format and on a timely basis; and to the extent permitted or required by law, make available at reasonable times and for

## Title IV-E Child Welfare Services Contract

reasonable periods, clients' records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the Department, the U.S. Department of Health and Human Services, or their authorized representatives.

- B. In developing, copying, and disseminating reports or other information under this contract, the Department and Contractor agree to the following:

The Contractor retains all rights to copyright, use, reproduce, and distribute any material written or produced by the Contractor that is the subject of this contract. If the contractor develops any materials using funds from this contract, the Contractor must grant the Department and the federal government a royalty-free, nonexclusive, and irrevocable license or right to reproduce, translate, publish, use, disseminate, and dispose of such materials and to authorize others to do so for governmental purposes.

- VII. **Additional Responsibilities of Contractor and Subcontractor.** The Contractor shall be responsible to the Department for any subcontractor's performance under this contract. The Contractor shall, and will require any subcontractor to agree to:

- A. Provide services in accordance with the provisions of this contract; and to allow the Department and its representatives to monitor, audit, evaluate and otherwise review the services provided and related documentation; but only to the extent permitted or required by law.
- B. Notify the Department immediately and in advance of any significant change affecting the Contractor, including change of the Contractor's name or identity, ownership or control, governing board membership, personnel appointed under this Contract, payee identification number, and other. Notice will be provided in writing to the Department within ten (10) working days of the change.
- C. Refrain from transferring or assigning this contract or from entering into any subcontract for the services under this contract without prior written approval from the designated official Department signatory. Request for approval must be submitted in writing by the Contractor and include the qualifications of the subcontractor to perform and meet the standards of this contract. The Contractor shall be responsible to the Department for any subcontractor's performance.
- D. Provide statements from subcontractors signed by an official duly authorized to legally obligate the subcontractor and attest to the fact that it shall provide the services as represented in this contract, including the incorporated documents, with no disruption to service delivery. A similar statement must be signed by each subcontractor who will provide services as part of the contract. Each subcontractor may be required to submit ownership information and other information related to this contract. The Contractor may disclose any information regarding subcontractors.
- E. Remove any employee or volunteer from direct client contact who is alleged to have committed an offense of abuse, neglect, or exploitation or an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal code; or an offense under the Texas Controlled Substances Act. If it is determined that the employee has not committed such offenses, the employee may again be assigned to direct client contact; however, the Contractor or Subcontractor shall notify the Department of its intent to do so ten (10) working days prior to the reassignment. The Contractor or Subcontractor must provide the Department with further information concerning the reasons for the reassignment upon the request of the Department. If the employee is found to have committed any of the offenses listed in this paragraph, the employee shall not be reassigned to duties involving any direct contact with clients.
- F. Comply with all applicable federal and state regulations and with the Department's policies and procedures regarding services delivered under this contract included by not limited to the following:
1. Federal Financial Participation (FFP) requirements in accordance with Titles 45 and 48 of the Code of Federal Regulations and federal circulars, as amended.



## Title IV-E Child Welfare Services Contract

2. Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the Provider agrees to comply with Title 40, Chapter 73 of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.
  3. Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).
  4. Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals who will perform any labor or services under this contract.
  5. Establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state law, rules and regulations. This provision does not limit the Department's right of access to client case records or other information relating to clients served under this contract, except to the extent that the Department acts outside of applicable state or federal law, rules or regulations applicable to such record or information.
  6. Promptly report any suspected case of abuse, neglect, or exploitation to the appropriate Child Protective Services' offices within the Department as required by the Texas Family Code, Chapter 261. All reports must be made within 24 hours of the discovery of the abuse or neglect.
  7. If specific qualifications are set forth in job descriptions required by the Department, only personnel with the required qualifications will be assigned to fill functions unless a written waiver is granted by the Department.
  8. To the extent permitted by Law, Contractor will verify and disclose, or cause its employees and volunteers (including child welfare board members) to verify and disclose criminal history and any current criminal indictment involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code as amended, or an offense under Chapter 281 of the Texas Health and Safety Code. This verification and disclosure will be required of child welfare board members and of all who have direct contact with clients.
  9. Comply with state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the United States Department of Health and Human Services and the Texas Department of Family and Protective Services.
  10. All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
  11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
  12. All applicable state and federal laws, rules, and regulations regarding conflicts of interest in the performance of its duties under this Agreement. Contractor warrants that it has no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with its performance under this Agreement.
- G. Submit an annual financial and compliance audit of the Contractor's fiscal year-end in accordance with Single Audit requirements of OMB Circular A-133 (Audits of State, Local Government, and Non-Profit Organizations), if applicable.
- H. Contractor has full responsibility to anticipate and mitigate any four-digit-year related events that could adversely affect the timely performance of this Contract or the date-related operations of any

## Title IV-E Child Welfare Services Contract

goods, files or services provided pursuant to it. Contractor warrants the fault free performance in the processing of date and date-related data by any product developed and delivered to Department pursuant to this Contract. Fault-free performance includes manipulation of data with dates prior to, through, and beyond January 1, 2000, and during leap years. Contractor agrees that all software developed and delivered pursuant to the Contractual requirements herein shall use four-digit-year elements. Contractor further agrees that four-digit-year elements will be used in any electronic data interchange that may occur with the Department as a result of this Contract. Contractor shall not be entitled to additional compensation or additional time to perform these obligations.

VIII. **Service Provisions.** The Contractor agrees to provide services as specified below unless amended by both parties:

A. **Statement of Need.** Title IV-E of the Social Security Act provides financial assistance to States for foster care maintenance payments, administrative and training expenses related to foster care and adoption. The Department is responsible for this program, but may contract with counties for such services to children who have been determined to be eligible under IV-E.

B. **County and Child Welfare Board.**

The County agrees:

1. To establish and/or maintain a Child Welfare Board, hereinafter referred to as the Board, as set out by statute in the Texas Family Code §264.005.
2. That the Board will consist of not less than seven nor more than fifteen persons appointed by the County Commissioners' Court. Each member will serve a three-year term on a rotating basis. Initially, the appointees will be designated to serve the following terms: 1/3 of the members appointed to three-year terms; 1/3 of the members to a two-year term; and 1/3 of the members to a one-year term. In successive years, from two to five new members will be appointed. Members shall serve at the pleasure of the Commissioners' Court. Members serve without compensation.
3. To remove or suspend from the Child Welfare Board any member who would not be allowed to have direct client contact under Section VII.E. of this contract if the member were an employee or volunteer for the Child Welfare Board.
4. To continue to provide adequate funding for the care of any child in need of protective placement who is under the conservatorship of the Department, and who is ineligible for Title IV-E foster care or state-paid foster care and/or Medicaid.
5. To provide adequate funds for medical care not covered by Title XIX (Medicaid) and for children not Medicaid eligible.
6. To maintain its total net child welfare expenditures for any future fiscal year at the level of the County's child welfare program appropriation or the County's actual expenditures, less any appropriation or expenditure of Level of Care payments to foster homes, for the child welfare program for the fiscal year preceding the signing of the contract, whichever amount is less.
7. To participate in the Department's financial and statistical reporting systems.
8. That none of the moneys used to provide match for federal funds under this contract shall be federal funds, either directly or indirectly, and further expressly agrees that such moneys have not been used to secure federal matching funds previously.
9. To certify additional allowable Title IV-E foster care maintenance expenditures as specified in Attachment A in accordance with Department regulations and instructions. Certified claims must be submitted quarterly based on the Department's fiscal year. The County will be responsible for any audit exceptions for unallowable costs included in their certified claim.
10. That the financial depository for the Board shall be the County. All moneys received by the Board from whatever source shall be deposited in this County depository, and the regular procedures followed in the collection, disbursement, and accounting for such county funds will be followed and adhered to by the County and the Board.

**Title IV-E Child Welfare Services Contract**

**C. Child Welfare Board.**

The Board required under Article I of this contract shall have and exercise such lawful authority, duties and responsibilities as conferred upon it by statute, the Department and the County. The Department and the County agree that the Board will have the following duties:

1. Assist the Department in identifying and meeting the needs of the children in the County who are covered under this contract.
2. Explain the child welfare program and needs to the community and explain to Department staff the community's conditions and attitudes on policy, services, and priorities.
3. Serve in an advisory capacity to the County in the development of local policy to meet the needs of the children in the County covered under this contract.
4. Develop an estimated annual budget for the operations of child welfare services. It will be the duty of the Board to recommend an estimated budget to Commissioners' Court and appear in support of same at budget hearings.
5. Authorize the expenditure of county funds and other special funds on behalf of the children in the County covered under this contract.
6. Review on a monthly basis child welfare expenditures and receipts, as well as a summary of services delivered during the month.
7. Prescribe such bylaws, not inconsistent with the terms of this contract and applicable State laws, as may be necessary or desirable to insure the efficient operation of the Board. Such bylaws shall be approved by written order of the Commissioners' Court.

**D. Goals.** Specific goals under the following categories have been agreed by the parties:

Foster care maintenance payments

The Contractor, through the activities of its Child Welfare Board, desires to make adequate funds available to provide foster care maintenance payments in accord with Title IV-E allowable expenses.

Short term training expenses

The Contractor desires to increase the knowledge and expertise of county officials, Child Welfare Board Members, and Child Protective Services staff through Title IV-E related training opportunities in accord with Title IV-E allowable expenses.

Administration and other expenses

The Contractor desires to offset various administrative and support costs incurred with the effective provision of these services.

**E. Service Provisions.** Specific service provisions by the County under the following categories have been agreed to by the parties:

Foster care maintenance payments

The Contractor shall assist the Department in the provision of foster care maintenance by making payments for direct foster care expenses as outlined in the accompanying cost allocation plan, Attachment A.

Short term training expenses

The Contractor shall assist the Department in the identification and provision of allowable training opportunities as outlined in the accompanying cost allocation plan, Attachment B.

Administration and other expenses

The Contractor shall assist the Department with the successful administration of this program by making payments for various administrative and support costs that are incurred. The accompanying

**Title IV-E Child Welfare Services Contract**

cost allocation plan, Attachment C, describes the type of administrative and support expenses that are allowable under Title IV-E.

**F. Contract Outcomes and Outputs.** The services provided by the County will be measured as follows: [Instructions -- Specific outcomes and outputs must be reported by the contractor and should be reported under the following categories to correspond to those listed in C. above. Outcomes and Outputs address what is being measured and how it is being measured. Use actual numbers whenever possible for measurement:]

Foster care maintenance payments

The Contractor shall make payments for allowable foster care maintenance expenses according to County and Child Welfare Board policy.

Short term training expenses

The Contractor will seek appropriate training opportunities for County officials, Child Welfare Board members, and Child Protective Services staff.

The Contractor will provide the Department with documentation of training activities.

Administration and other expenses

The Contractor will maintain records of payments made in accordance with generally accepted accounting principles.

**G. Reporting and Record Keeping.**

The distribution and apportionment of salaries and wages must be in compliance with OMB Circular A-87.

The Contractor shall submit bills: a) on a quarterly basis, b) using form 4116X, State of Texas Purchase Voucher and other Department or Contractor forms or sufficient documentation to support the claim as appropriate, and c) within 1 quarter of the quarter in which services were provided. In order to accommodate counties which bill small amounts each quarter, a Contractor may submit four quarterly bills for an entire fiscal year within one quarter of the end of that fiscal year. Any bill or amended bill which is submitted to the Department later than 7 quarters after the end of the quarter of the expense shall not be processed by the Department unless the Department determines, in the Department's sole discretion, that the Department is able to submit the bill to the federal government for payment in a proper and timely fashion.

**IX. Cost Allocation Plan.** The Department agrees to and shall reimburse the Contractor from Subtitle IV-E funds the federally reimbursable portion of the reasonable, allowable and allocable costs according to the approved Cost Allocation Plan found in Attachment A, B, or C of this contract. If the contract is for more than the direct expenses for foster care maintenance, the parties to this agreement have negotiated a detailed budget in the required format along with a narrative justifying both the budget and the allocation of costs to Subtitle IV-E of the Social Security Act, and the parties mutually believe that this Attachment A reflects appropriate costs for Subtitle IV-E. If costs are determined not to be reasonable, allowable and allocable under Subtitle IV-E, the Department shall not reimburse for those costs and shall recover any previous payments for such costs. If bills are inadequately documented or appear to be unallowable in whole or in part, the Department shall notify Contractor within 30 days.

The Cost Allocation Plan should be amended for each fiscal year with the written agreement of the contract manager for the Department. If the contract is automatically renewed, and if the parties have not agreed to an amended Cost Allocation Plan, then the Cost Allocation Plan is also renewed without amendment but may be later amended by agreement of the parties.

**X. Provisions for Termination of Contract and Dispute Resolution.**

**A.** If the Contractor fails to provide services according to the provisions of this contract, the Department may, upon written notice of default to the Contractor, terminate all or any part of the contract after

## Title IV-E Child Welfare Services Contract

giving Contractor notice of at least 30 business days and an opportunity to comply with provisions of the contract within 30 business days. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided by law or under this contract.

- B. The Department shall suspend or revoke this contract if the Contractor is found liable for or has a contract, license, certificate or permit of any kind revoked for Medicaid fraud. The Department shall also suspend or revoke this contract if the Contractor's license, certificate or permit has been revoked by any agency listed in Article II of the General Appropriations Act passed by the 75th Texas Legislature.
- C. That the Department, based on information from monitoring or other verifiable sources, may terminate this contract for cause or take other actions:
1. To include requiring the Contractor to take specific corrective actions in order to remain in compliance with any contractual term,
  2. To recoup payments made to the Contractor or impose administrative error sanctions based on audit findings of violations of contract requirements, and
  3. To suspend, place into abeyance or remove any contractual rights to include, but which are not limited to, withholding of payment, cessation of placement and removal of all contract rights.
- D. If federal or state laws or other requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this contract, and if the parties cannot agree to an amendment that would enable substantial continuation of the services, the parties shall be discharged from any further obligation under this contract.
- E. This contract may be terminated at any time by mutual consent. In addition, either party to this contract may consider it to be canceled by giving 30 days written notice to the other party. This contract will be terminated at the end of the 30-day period. Nothing in this Section shall be construed to prohibit immediate written notice of termination of the contract pursuant to Sections X.A., X.B., and X.C., above. This contract shall otherwise terminate by the date specified pursuant to Section XII below.
- F. At the end of the contract term or other contract termination or cancellation, the Contractor shall in good faith and in reasonable cooperation with the Department, aid in transition to any new arrangement or provider of services. The respective accrued interests or obligations incurred to date of termination must also be equitably settled.
- G. **Contract Dispute Resolution.**
1. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the Department and the Contractor to attempt to resolve any claim for breach of contract made by the Contractor.
    - a. A contractor's claims for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B. of the Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to the Department's (DFPS) Commissioner or his designee. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the Department and the Contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
    - b. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all

**Title IV-E Child Welfare Services Contract**

alleged breaches of contract by the Department if the parties are unable to resolve their disputes under subparagraph 1. of this paragraph.

c. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Department nor any other conduct of any representative of the Department relating to the contract shall be considered a waiver of sovereign immunity to suit.

2. The submission, processing and resolution of the contractor's claim is governed by the published rules adopted by the Department pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

3. Neither the occurrence of an event nor the pendency of a claim constitute grounds for the suspension of performance by the contractor, in whole or in part.

XI. **Incorporation by Reference.** The following instruments are incorporated into the contract for all purposes and are on file with the Department, the Contractor, and subcontractor(s):

- A. Attachments A, B, and C, Cost Allocation Plan and supporting narrative.
- B. Designation of authorized signatory for the Contractor.
- C. Internal Control Structure Questionnaire (ICSQ), if applicable
- D. Form 2046, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts.
- E. Form 2047e, Certification Regarding Federal Lobbying, if expected amount of the contract exceeds \$100,000.
- F. Copy of approved Indirect Cost Agreement, if one exists.
- G. Other forms, as needed:

XII. **Effective Dates of Contract.** This contract shall be in force effective September 1, 2006 through August 31, 2007. This contract shall automatically renew for one fiscal year at a time through August 31, 2007 unless terminated by one or both parties or unless the contract is amended to contain different terms. In case of amendment, the contract, as amended, shall automatically renew unless terminated, or unless this term is amended.

XIII. **Execution of Contract.** For the faithful performance of the terms of this contract, the parties hereto in their capacities as state affix their signatures and bind themselves during the effective dates.

Texas Department of Family  
and Protective Services

Contractor: Printed County Name

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**State of Texas**  
**Title IV-E Child Welfare Services Contract**

**ATTACHMENT A**

\_\_\_\_\_ County  
**Foster Care Maintenance Payments**

**Amount Budgeted for Foster Care  
Maintenance Payments:**

\$ \_\_\_\_\_

**Foster care maintenance payments must be tracked to the individual Title IV-E eligible child.**

*The following is a non-inclusive list of foster care maintenance expenses that Title IV-E will reimburse States for and for which DFPS encourages counties to provide:*

- clothing
- transportation costs
- school supplies
- child's personal incidentals, including but not limited to:
  - graduation gifts
  - allowances
  - gifts
  - personal items
- case management (not counseling)
- child care (in limited circumstances)

The county may elect to add items to this list with the prior approval of the Regional Contact Manager.

Expenditures must be directly related to a Title IV-E eligible foster child.

**Note:**

*Adequate documentation to support expenditures must be maintained and made available to DFPS upon request.*

**State of Texas**  
**Title IV-E Child Welfare Services Contract**

**ATTACHMENT B**

\_\_\_\_\_ County  
**Training Costs**

**Amount Budgeted for Training Costs:**

*Training reimbursed with Title IV-E Federal funds must be focused on enhancing knowledge and building skills necessary to perform functions directly related to the benefits offered by the program to improve outcomes for children placed in out-of-home care.*

*The following is an all-inclusive list of training expenses that Title IV-E will reimburse States for and for which DFPS may contract:*

- costs for short-term training for personnel employed by the state or local agency administering the plan, and
- costs of providing short-term training (including travel and per diem) to current or prospective foster and adoptive parents and the members of the state-licensed or approved child care institutions providing care to foster and adopted children receiving Title IV-E assistance.

Allowable expenses may include registration fees, reimbursement of lodging and meals, and mileage reimbursement. Travel and per diem shall be reimbursed in accordance with county policy but may not exceed current State rates (<http://www.window.state.tx.us/fm/travel/travelrates.html>).

FOR EACH TRAINING OPPORTUNITY IDENTIFIED, ATTACH A NARRATIVE WITH A DESCRIPTION OF THE TRAINING TO BE PROVIDED. INCLUDE A DESCRIPTION OF HOW THE TRAINING IS RELATED TO TITLE IV-E FUNCTIONS. INCLUDE ESTIMATED TOTAL COST FOR EACH TRAINING AND INCLUDE TRAVEL, PER DIEM, REGISTRATION FEES, ETC.

**Note:**

*Adequate documentation to support expenditures must be maintained and made available to DFPS upon request.*



State of Texas  
Title IV-E Child Welfare Services Contract

ATTACHMENT C

\_\_\_\_\_ County  
Administrative & Support Costs

**Amount Budgeted for Administration  
& Support Costs:**

\$ \_\_\_\_\_

*The following are some of the administrative and other items that Title IV-E will reimburse States for:*

- a proportionate share of related agency overhead
- preparation for and participation in judicial determination (allowable costs are limited to preparation of reports to the court and participation in court proceedings by state or local Title IV-E agency personnel)
- placement of the child
- development of the case plan
- case reviews
- case management and supervision
- recruitment and licensing of foster homes and institutions
- rate setting
- referral to services
- costs related to data collection and agency overhead

Examples of allowable expenses include:

- ✓ Citations by publication
- ✓ Subpoena services outside of the county
- ✓ Costs of documentation to establish identity
- ✓ Costs of film and film developing needed in the provision of allowable Title IV-E services.
- ✓ Overhead expenses to include stationery, postage, Notary Public fees, banking and bookkeeping expenses.

This list is not meant to be all-inclusive but rather to serve as examples of allowable types of expenses.

**Note:**

*Adequate documentation to support expenditures must be maintained and made available to DFPS upon request.*

State of Texas  
Title IV-E County Legal Services Contract

Contract # \_\_\_\_\_

- I. **Parties.** The Texas Department of Family and Protective Services (DFPS), hereinafter referred to as the Department, and **(e.g., Travis) County** (a subdivision of the State of Texas), hereinafter referred to as the Contractor, do hereby make and enter into this contract, which, together with its incorporated documents, constitutes the entire agreement under the above referenced contract number between the Department and the Contractor. The Department and the Contractor make this contract for the following mutual considerations.
- II. **Authority to Contract.** The Department is authorized to enter into this contract under Human Resources Code Chapter 40. Pursuant to §§ 40.0566 and 40.058, this contract is not subject to Chapter 771 or 791 of the Government Code.
- III. **Governing Law.** This contract shall be governed by and construed in accordance with the laws of the State of Texas. Unless otherwise mutually agreed, venue will be in State District Court, Travis County, Texas. Resulting payments shall be due and payable in Travis County, Texas.
- IV. **Contract Elements.** This contract between the parties and any successor or permitted assignee consists of the signed written contract and all instruments incorporated by reference which are the documents listed in Section XI of this contract. The contract includes all elements in this document and in the attachments. The Cost Allocation Plan is a required attachment. This contract may be amended only in writing and by mutual agreement.
- V. **Financial Limitations and Considerations.**
- A. **Funds Availability.** This contract is at all times contingent upon the availability and receipt of federal funds that the Department has allocated to this contract; and if funds for this contract become unavailable during any budget period, this contract may be immediately terminated or reduced at the discretion of the Department.
- B. **Amount of Payment.** The Department agrees to pay the Contractor from available federal funds for services rendered in accordance with the terms of this contract upon receipt of a proper and verified statement and after deducting any known previous overpayment made by the Department. If project income accrues, the Contractor shall add the program income to funds committed to the contract services and shall use them to further eligible IV-E objectives, or the Contractor shall deduct program income from the total allowable costs in determining the net allowable costs on which the Federal share of costs is based.
- C. **Basis for Payment.** The basis for payment for services rendered under this contract is indicated in the service terms with the Cost Allocation Plan. The Contractor agrees to this basis for payment and to adhere to the fiscal and billing policies and procedures of the Department. The Department is not obligated to pay unauthorized costs or to pay more than the Contractor's allowable and actually incurred costs consistent with federal and state regulations. The Contractor is responsible for submitting bills in an accurate and timely manner for each quarter by the end of the following quarter and for notifying the Department of any need to expedite payment. If the quarterly bills for the county average or are expected to average less than \$1,000 per quarter, the County may request, and the Contract Manager for the Department may grant written permission to submit bills on an annual basis with the bill for each quarter submitted and documented separately but at the same time before the end of the first quarter of the following fiscal year. The Department will make reasonable efforts to process all bills received in an accurate and timely manner but does not warrant immediate payment.

**Title IV-E County Legal Services Contract**

**D. The Contractor understands and agrees that:**

1. The reimbursement made to the Contractor shall not exceed the Contractor's actual costs to provide the services under this contract and that the Contractor's actual costs, both direct and indirect, must be allowable, reasonable and allocable to Subtitle IV-E of the Social Security Act according to the Office of Management and Budget Circulars A-87 and A-110, 40 TAC §§732.240-256 and any other applicable Department regulations.
2. Transfers between line items of the budget, which is an integral part of the Cost Allocation Plan, will be allowed without prior approval from the contract manager when transfers are for allowable items as defined by the Department and do not result in a significant change in the character or scope of the program. Any transfers must be described and reported every quarter by letter along with a revised Cost Allocation Plan and supporting narrative to the Department. Prior written approval must be secured when transfers, regardless of the amount, would result in a significant change in the character or scope of the program. Lack of prior approval in these instances will be grounds for disallowance or recovery of unapproved payments, other adverse action, or termination of this contract at the option of the Department.

- E. Physical Property.** The Contractor shall assume responsibility for the protection of all physical property and equipment purchased under this contract and shall take appropriate measures to meet this obligation. The Contractor shall furnish the Department with a written, factual report of the theft of, or damage to, any equipment purchased under this contract, including circumstances concerning the loss. In addition, in the event of any theft, vandalism, or other offense against the properties, the Contractor shall notify appropriate local law enforcement authorities.
- F. Equipment.** The Contractor shall follow the provisions of Title 45 Code of Federal Regulations (CFR) Part 74 regarding the title to any equipment bought under this contract with funds allocated to the Contractor or its subcontractor. Title to equipment shall vest with Contractor or Subcontractor as stated in 45 CFR Part 74.34. The Contractor shall not give any security interest, lien, or otherwise encumber any item of equipment purchased with contract funds. The Contractor shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment and to maintain a current inventory of equipment which is available to the Department at all times upon request.
- G. Regulation Compliance.** The Contractor shall remain in compliance with 45 CFR Part 74, Office of Management and Budget (OMB) Circular A-110, OMB Circular A-87 and 40 Texas Administrative Code (TAC) §§732.240-256. In the event of any conflict or contradiction between or among the regulations referenced in this contract term, the regulations shall control in the following order of precedence: 45 CFR Part 74, OMB Circular A-110, OMB Circular A-87 and 40 TAC §§732.240-256.
- H. Lobbying Limitations.** The Contractor shall not use any funding under this contract to influence the outcome of elections or the passage or defeat of any legislative measures.
- I. Matching Requirements.** The Contractor shall provide at least the amount of non-Federal share as identified in the contract Cost Allocation Plan or through other written notice from the Department.
- J. Taxes.** The Department shall not be liable for state, local, or federal excise taxes. The Contractor must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. The Contractor is responsible for both Federal and State Unemployment insurance coverage and standard Workers' Compensation Insurance coverage. The Contractor must comply with all Federal and State tax laws and withholding requirements. The Department will not be liable to the Contractor or its employees for any Unemployment or Workers' Compensation coverage, or Federal or State withholding requirements.
- K. Force Majeure.** Neither party shall be financially liable to the other party for delays or failures to perform in contract performance caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall

**Title IV-E County Legal Services Contract**

extend the period of performance until these exigencies have been removed. The party seeking to avail itself of this clause shall notify the other party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case, notification shall be done in as timely a manner as possible. The Contractor agrees that breach of this provision entitles the Department to reduce or stop payments or immediately terminate this contract.

- L. **Accounting.** The Contractor shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants and OMB Circular A-87; and follow Department fiscal management policies and procedures in submitting timely billings and maintain financial records required to be kept under this contract.
- M. **Record Keeping.** The Contractor shall maintain financial, programmatic, and supporting documents, statistical records, inventories of non-expendable property acquired, and other records pertinent to claims submitted during the contract period for a minimum of five years after the termination of the contract period, or for five years after the end of the federal fiscal year in which services were provided if this contract has no specific termination date. If any litigation, claim, or audit involving these records begins before the five-year period expires, the Contractor will keep the records and documents for not less than five years and until all litigation, claims, or audit findings are resolved. The case is considered resolved when a final order is issued in litigation, or a written agreement is entered into between the Department and the Contractor. Contract period means the beginning date through the ending date specified in the original contract; extensions are considered to be separate contract periods.
- N. **Reviews.** The Contractor shall cooperate fully in any social studies or fiscal and programmatic monitoring, auditing, evaluating, or other reviews pertaining to services rendered by the Contractor and subcontractor which may be conducted by the Department or the United States Department of Health and Human Services, or their authorized representatives; and to be responsible for any audit exception or other payment irregularity regarding this contract or subcontract, but only if such exception or irregularity is due to the sole negligence of the Contractor, which may be found after review by the Department or the United State Department of Health and Human Services; and to be responsible for the timely and proper collection and reimbursement to the Department of any amount paid in excess of the proper billing amount.

Acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, HHSC Office of Inspector General, or any successor agency, to audit or investigate the expenditure of funds under this contract or any subcontract. Contractor further agrees to cooperate fully with the State Auditor's office or its successor, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

- O. **Notice of Funding.** The Contractor shall place prominent notices acknowledging the funding it receives from the Department in all of its literature that describes services covered by this contract. This notice will also appear in the Contractor's annual financial report, if any is issued.
- P. Contractor agrees that should the Contractor ever be shown by the Texas Comptroller of Public Accounts as "not in good standing" or should the Comptroller be prohibited from issuing a warrant or electronic funds transfer to Contractor, then the Department's payments under this contract shall be applied directly toward eliminating the Contractor's debt or delinquency to the State of Texas. This requirement specifically applies to any debt or delinquency, regardless of when it arises. The comptroller may determine the order in which debts or delinquencies are reduced or eliminated.

## Title IV-E County Legal Services Contract

### VI. Reporting Requirements.

- A. The Contractor shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the Department in appropriate format and on a timely basis; and to the extent permitted or required by law, make available at reasonable times and for reasonable periods, clients' records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the Department, the U.S. Department of Health and Human Services, or their authorized representatives.
- B. In developing, copying, and disseminating reports or other information under this contract, the Department and Contractor agree to the following:

The Contractor retains all rights to copyright, use, reproduce, and distribute any material written or produced by the Contractor that is the subject of this contract. If the contractor develops any materials using funds from this contract, the Contractor must grant the Department and the federal government a royalty-free, nonexclusive, and irrevocable license or right to reproduce, translate, publish, use, disseminate, and dispose of such materials and to authorize others to do so for governmental purposes.

### VII. Additional Responsibilities of Contractor and Subcontractor. The Contractor shall be responsible to the Department for any subcontractor's performance under this contract. The Contractor shall, and will require any subcontractor to agree to:

- A. Provide services in accordance with the provisions of this contract; and to allow the Department and its representatives to monitor, audit, evaluate and otherwise review the services provided and related documentation, but only to the extent permitted or required by law.
- B. Notify the Department immediately and in advance of any significant change affecting the Contractor, including change of the Contractor's name or identity, ownership or control, governing board membership, personnel appointed under this Contract, payee identification number, and other. Notice will be provided in writing to the Department within ten (10) working days of the change.
- C. Refrain from transferring or assigning this contract or from entering into any subcontract for the services under this contract without prior written approval from the designated official Department signatory. Request for approval must be submitted in writing by the Contractor and include the qualifications of the subcontractor to perform and meet the standards of this contract. The Contractor shall be responsible to the Department for any subcontractor's performance.
- D. Provide statements from subcontractors signed by an official duly authorized to legally obligate the subcontractor and attest to the fact that it shall provide the services as represented in this contract, including the incorporated documents, with no disruption to service delivery. A similar statement must be signed by each subcontractor who will provide services as part of the contract. Each subcontractor may be required to submit ownership information and other information related to this contract. The Contractor may disclose any information regarding subcontractors.
- E. Remove any employee from direct client contact who is alleged to have committed an offense of abuse, neglect, or exploitation; or an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal code; or an offense under the Texas Controlled Substances Act. If it is determined that the employee has not committed such offenses, the employee may again be assigned to direct client contact; however, the Contractor or Subcontractor shall notify the Department of its intent to do so ten (10) working days prior to the reassignment. The Contractor or Subcontractor must provide the Department with further information concerning the reasons for the reassignment upon the request of the Department. If the employee is found to have committed any of the offenses listed in this paragraph, the employee shall not be reassigned to duties involving any direct contact with clients.

## Title IV-E County Legal Services Contract

- F. Comply with all applicable federal and state regulations and with the Department's policies and procedures regarding services delivered under this contract included by not limited to the following:
1. Federal Financial Participation (FFP) requirements in accordance with Titles 45 and 48 of the Code of Federal Regulations and federal circulars, as amended.
  2. Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the Provider agrees to comply with Title 40, Chapter 73 of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.
  3. Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).
  4. Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals who will perform any labor or services under this contract.
  5. Establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state law, rules and regulations. This provision does not limit the Department's right of access to client case records or other information relating to clients served under this contract, except to the extent that the Department acts outside of applicable state or federal law, rules or regulations applicable to such record or information.
  6. Promptly report any suspected case of abuse or neglect to the appropriate Child Protective Services' offices within the Department as required by the Texas Family Code, Chapter 261. All reports must be made within 24 hours of the discovery of the abuse or neglect.
  7. If specific qualifications are set forth in job descriptions required by the Department, only personnel with the required qualifications will be assigned to fill functions unless a written waiver is granted by the Department.
  8. To the extent permitted by Law, Contractor will verify and disclose, or cause its employees and volunteers to verify and disclose criminal history and any current criminal indictment involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code as amended, or an offense under Chapter 281 of the Texas Health and Safety Code. This verification and disclosure will be required of all who have direct contact with clients.
  9. Comply with state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the United States Department of Health and Human Services and the Texas Department of Family and Protective Services.
  10. All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
  11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
  12. All applicable state and federal laws, rules, and regulations regarding conflicts of interest in the performance of its duties under this Agreement. Contractor warrants that it has no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with its performance under this Agreement.

## Title IV-E County Legal Services Contract

- G. Submit an annual financial and compliance audit of the Contractor's fiscal year-end in accordance with Single Audit requirements of OMB Circular A-133 (Audits of State, Local Government, and Non-Profit Organizations), if applicable.
- H. Contractor has full responsibility to anticipate and mitigate any four digit year related events that could adversely affect the timely performance of this Contract or the date-related operations of any goods and/or services provided pursuant to it. Contractor warrants the fault free performance in the processing of date and/or date-related data by any product developed and delivered to Department pursuant to this Contract. Fault-free performance includes manipulation of data with dates prior to, through, and beyond January 1, 2000, and during leap years. Contractor agrees that all software developed and delivered pursuant to the Contractual requirements herein shall use four digit year elements. Contractor further agrees that four digit year elements will be used in any electronic data interchange that may occur with the Department as a result of this Contract. Contractor shall not be entitled to additional compensation or additional time to perform the obligations under this Contract as a result of Year 2000 events.

VIII. **Service Provisions.** The Contractor agrees to provide services as specified below unless amended by both parties:

A. **Statement of Need.**

Title IV-E of the Social Security Act provides financial assistance to States for expenditures related to the preparation for and participation in judicial determination for cases filed by the Department in order to carry out applicable provisions of Title IV-E. The Department is responsible for this program, but may contract with counties for such services to children who have been determined to be eligible under IV-E.

B. **Goal.**

The goal of this contract is to provide fair, adequate and expeditious judicial determinations regarding children eligible for services under Subtitle IV-E of the Social Security Act, including the training of county staff in areas necessary for the administration of this portion of the State IV-E plan.

C. **Service Provisions.**

Contractor will assist the Department in providing fair, adequate and expeditious judicial determinations regarding children eligible for services under Subtitle IV-E of the Social Security Act. Such services will be in accordance with the attached Cost Allocation Plan and with Subtitle IV-E of the Social Security Act.

D. **Contract Outcomes and Outputs.**

Contractor will report the activities and outcomes of each case in which it participates pursuant to this contract and will provide a brief description of each short-term training in which its employees participate pursuant to this contract.

E. **Reporting and Record Keeping.**

The distribution and apportionment of salaries and wages must be in compliance with OMB Circular A-87.

The Contractor shall submit bills: a) on a quarterly basis, b) using form 4116X, State of Texas Purchase Voucher and other Department or Contractor forms or sufficient documentation to support the claim as appropriate, and c) within 1 quarter of the quarter in which services were provided. In order to accommodate counties which bill small amounts each quarter, a Contractor may submit four quarterly bills for an entire fiscal year within one quarter of the end of that fiscal year. Any bill or amended bill which is submitted to the Department later than 7 quarters after the end of the quarter of the expense shall not be processed by the Department unless the Department determines, in the Department's sole discretion, that the Department is able to submit the bill to the federal government for payment in a proper and timely fashion.

**Title IV-E County Legal Services Contract**

- IX. **Cost Allocation Plan.** The Department agrees to and shall reimburse the Contractor from Subtitle IV-E funds the reasonable, allowable and allocable costs according to the approved Cost Allocation Plan found in Attachment A of this contract. The parties to this agreement have negotiated a detailed budget in the required format along with a narrative justifying both the budget and the allocation of costs to Subtitle IV-E of the Social Security Act, and the parties mutually believe that this Attachment A reflects appropriate costs for Subtitle IV-E. If costs are determined not to be reasonable, allowable and allocable under Subtitle IV-E, the Department shall not reimburse for those costs and shall recover any previous payments for such costs. If bills are inadequately documented or appear to be unallowable in whole or in part, the Department shall notify Contractor within 30 days.

The Cost Allocation Plan should be amended for each fiscal year with the written agreement of the contract manager for the Department. If the contract is automatically renewed, and if the parties have not agreed to an amended Cost Allocation Plan, then the Cost Allocation Plan is also renewed without amendment but may be later amended by agreement of the parties.

X. **Provisions for Termination of Contract and Dispute Resolution.**

- A. If the Contractor fails to provide services according to the provisions of this contract, the Department may, upon written notice of default to the Contractor, terminate all or any part of the contract after giving Contractor notice of at least 30 business days and an opportunity to comply with provisions of the contract within 30 business days. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided by law or under this contract.
- B. The Department shall suspend or revoke this contract if the Contractor is found liable for or has a contract, license, certificate or permit of any kind revoked for Medicaid fraud. The Department shall also suspend or revoke this contract if the Contractor's license, certificate or permit has been revoked by any agency listed in Article II of the General Appropriations Act passed by the 75th Texas Legislature.
- C. That the Department, based on information from monitoring or other verifiable sources, may terminate this contract for cause or take other actions:
1. To include requiring the Contractor to take specific corrective actions in order to remain in compliance with any contractual term,
  2. To recoup payments made to the Contractor or impose administrative error sanctions based on audit findings of violations of contract requirements, and
  3. To suspend, place into abeyance or remove any contractual rights to include, but which are not limited to, withholding of payment, cessation of placement and removal of all contract rights.
- D. If federal or state laws or other requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this contract, and if the parties cannot agree to an amendment that would enable substantial continuation of the services, the parties shall be discharged from any further obligation under this contract.
- E. This contract may be terminated at any time by mutual consent. In addition, either party to this contract may consider it to be canceled by giving 30 days written notice to the other party. This contract will be terminated at the end of the 30-day period. Nothing in this Section shall be construed to prohibit immediate written notice of termination of the contract pursuant to Sections X.A., X.B., and X.C., above. This contract shall otherwise terminate by the date specified pursuant to Section XII below.
- F. At the end of the contract term or other contract termination or cancellation, the Contractor shall in good faith and in reasonable cooperation with the Department, aid in transition to any new



**State of Texas**  
**Title IV-E County Legal Services Contract**

arrangement or provider of services. The respective accrued interests or obligations incurred to date of termination must also be equitably settled.

**G. Contract Dispute Resolution.**

1. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the Department and the Contractor to attempt to resolve any claim for breach of contract made by the Contractor.
  - a. A contractor's claims for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to the Department's (DFPS) Commissioner or his designee. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the Department and the Contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
  - b. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Department if the parties are unable to resolve their disputes under subparagraph 1. of this paragraph.
  - c. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Department nor any other conduct of any representative of the Department relating to the contract shall be considered a waiver of sovereign immunity to suit.
2. The submission, processing and resolution of the contractor's claim is governed by the published rules adopted by the Department pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
3. Neither the occurrence of an event nor the pendency of a claim constitute grounds for the suspension of performance by the contractor, in whole or in part.

**XI. Incorporation by Reference.** The following instruments are incorporated into the contract for all purposes and are on file with the Department, the Contractor, and subcontractor(s):

- A. Attachment A, Cost Allocation Plan and supporting narrative
- B. Designation of authorized signatory for the Contractor
- C. Internal Control Structure Questionnaire (ICSQ), if applicable
- D. Form 2046, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts
- E. Form 2047e, Certification Regarding Federal Lobbying
- F. Copy of approved Indirect Cost Agreement
- G. Other forms, as needed:

**State of Texas**  
**Title IV-E County Legal Services Contract**

XII. **Effective Dates of Contract.** This contract shall be in force effective September 1, 2004 through August 31, 2005. This contract shall automatically renew for one fiscal year at a time through August 31, 2007 unless terminated by one or both parties or unless the contract is amended to contain different terms. In case of amendment, the contract, as amended, shall automatically renew unless terminated, or unless this term is amended.

XIII. **Execution of Contract.** For the faithful performance of the terms of this contract, the parties hereto in their capacities as state affix their signatures and bind themselves during the effective dates.

Texas Department of Family  
and Protective Services

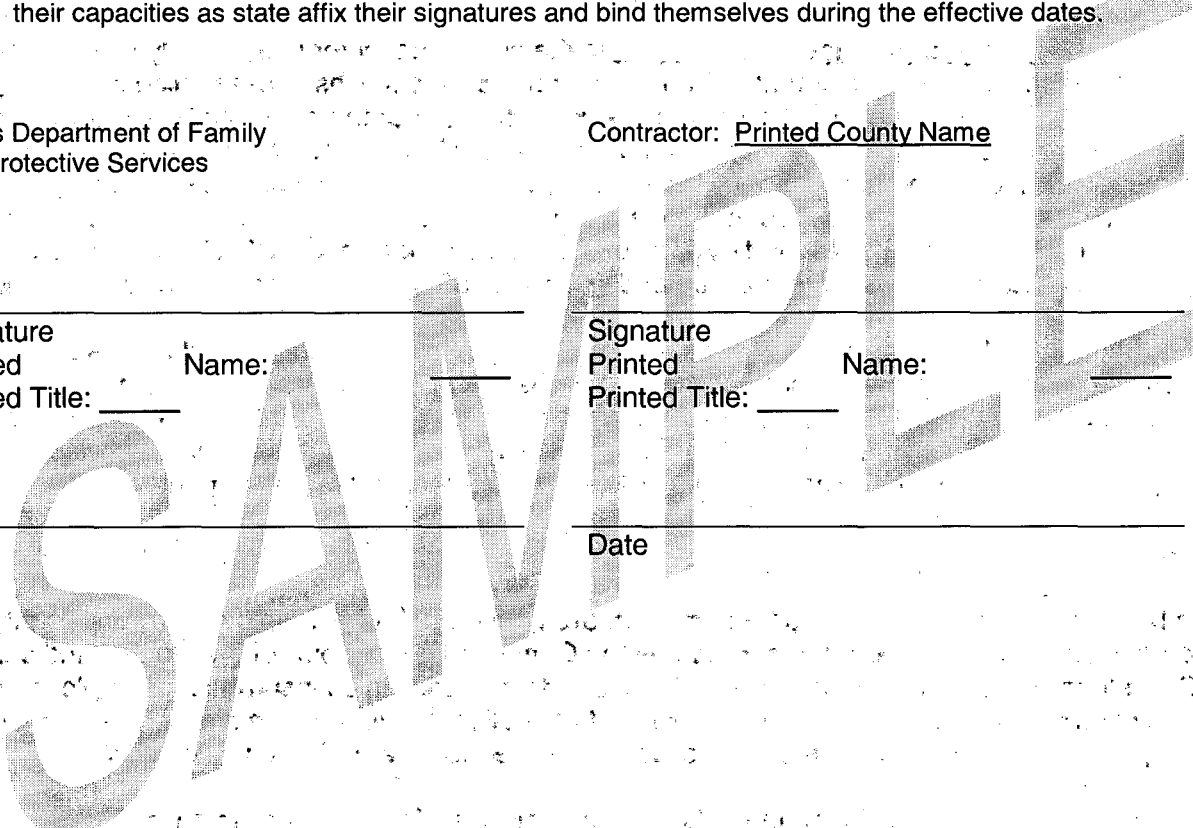
Contractor: Printed County Name

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Date

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Date



State of Texas  
Title IV-E County Legal Services Contract

Attachment A  
Contract # \_\_\_\_\_  
Effective 9/1/06-8/31/07

COST ALLOCATION PLAN - NARRATIVE  
\_\_\_\_\_ COUNTY LEGAL SERVICES

**SALARIES:**

(Name), Assistant District Attorney: Mr. \_\_\_\_\_ is the chief prosecutor in the family law division. She represents the Texas Department of Family and protective services in cases filed in \_\_\_\_\_ County. Mr. \_\_\_\_\_ provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. Mr. \_\_\_\_\_ estimates that approximately 20% of his time is allocable to CPS/Title IV-E activities. Mr. \_\_\_\_\_ is a full-time salaried employee and will certify CPS-related time on a monthly basis.

(Name), Secretary: Ms. \_\_\_\_\_ provides clerical assistance to Mr. \_\_\_\_\_, including such activities as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. Ms. \_\_\_\_\_ estimates that 20% of her time is allocable to CPS/Title IV-E activities. Ms. \_\_\_\_\_ is a full-time salaried employee and will certify CPS related time on a monthly basis.

**FRINGE:**

Fringe benefits consist of all non-salary items that are paid on behalf of employees by the county. These benefits are paid at the rates adopted by the Commissioners' Court of the County and consist of FICA, retirement, supplemental retirement, health, dental, and vision insurance, unemployment insurance and workers' compensation. Fringe costs are allocated to each employee in accordance with the percentage of time that each employee is allocated to Title IV-E allowable activities.

If, in any event, staff work less than the estimated percentage of time, actual time worked will be billed to the Title IV-E contract. No indirect costs are contained in this Cost Allocation Plan.

**MAIL:**

Postage expenses for mailing Title IV-E related case materials and correspondence via United States Postal Service and/or overnight carriers. Estimated average of \$100 per month.

**EQUIPMENT:**

Purchase one (1) new Dell computer CPU, 19" flat screen monitor, Microsoft Office software program, and 4 year warranty. This equipment will be used by Mr. \_\_\_\_\_ and will facilitate faster and more efficient processing of CPS/Title IV-E cases and activities.

**State of Texas**  
**Title IV-E County Legal Services Contract**

Attachment B  
Contract # \_\_\_\_\_  
Effective 9/1/06-8/31/07

**COST ALLOCATION PLAN - BUDGET**  
**\_\_\_\_\_ COUNTY LEGAL SERVICES**

<b>Total Expense (Salary)</b>	<b>Detail</b>	<b>Position</b>	<b>Average Full-Time Monthly Salary</b>	<b>% of Time on IV-E Program</b>	<b>Number of Months on IV-E Program</b>	<b>Total Salary Claimed for IV-E Program (A x B x C)</b>	<b>Expense Item Total</b>
\$ 52,000.00	Name	Assistant Dist Attorney	4,333.33	20%	12.00	10,400.00	
\$ 26,000.00	Name	Secretary	2,166.67	20%	12.00	5,200.00	
	<b>Subtotal Salaries</b>						<b>\$ 15,600.00</b>
<b>Total Expense (Fringe)</b>	<b>Detail</b>		<b>Total Fringe</b>	<b>% of Time on IV-E Program</b>	<b>Number of Months on IV-E Program</b>	<b>Total Fringe Claimed for IV-E Program</b>	<b>Expense Item Total</b>
	FICA		6,002.00	20%	12.00	1,200.40	
	Retirement		7,712.38	20%	12.00	1,542.48	
	Insurance		25,960.32	20%	12.00	5,192.06	
	Worker's Compensation		2,212.51	20%	12.00	442.50	
	<b>Subtotal Fringe Benefits</b>						<b>\$ 8,377.44</b>
<b>Total Direct Costs</b>							<b>\$ 23,977.44</b>

Total Costs x County Eligible Population Ratio (EPR) x FFP (50%) = ESTIMATED SAMPLE REIMBURSEMENT

\$ 23,977.44 x 41.38% x 50% = \$4,960.93 (ESTIMATED REIMBURSEMENT BASED ON SAMPLE AMOUNTS ABOVE)



TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

REQUEST FOR ASSISTANCE

To be completed by CPS Caseworker:

Date of request: \_\_\_\_\_ Caseworker's name: \_\_\_\_\_
Client name: \_\_\_\_\_ Client date of birth: \_\_\_\_\_

NOTE: Receipts for purchases made with a gift card must be provided to the CWB UNLESS card was given to the child as a "gift"

Assistance Requested:

- Allowance, Clothing, Personal Items, Daycare, Gift, Transportation, School Supplies, Graduation Expenses, Other (describe in detail)

Description:

Amount requested: \$ \_\_\_\_\_

Gift Card or Check payable to: \_\_\_\_\_

Address: \_\_\_\_\_ (if to be mailed)

Title IV-E Eligible (eligibility dates from/to: \_\_\_\_\_)

Not Title IV-E Eligible (State Paid/MAO)

To be completed by Child Welfare Board:

Check or Gift Card

Date check written: \_\_\_\_\_ Check number: \_\_\_\_\_

Payable to: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Mailed to above address or Check given to: \_\_\_\_\_

Date receipts received from CPS Caseworker: \_\_\_\_\_

(Note: Receipts NOT required if given directly to the child as a gift; receipts are required if a check or gift card was given to the Foster Parent to purchase items on the child's behalf)

Billable to Title IV-E: Yes No

(Verify that child's name appears on CPS Title IV-E Eligibility Report prior to billing)

RESOLUTION

STATE OF TEXAS §

COUNTY OF TYLER §

WHEREAS, the Tyler County Commissioners' Court finds it in the best interest of the citizens of Tyler County that Victims of Crime Act be operated July 1, 2007 through June 30, 2008; and

WHEREAS, the Commissioners Court has authorized the County Judge to apply for, accept, reject, alter or terminate the Grant; and

WHEREAS, the Commissioners' Court has agreed to provide the minimum matching percentage for the said project as required by the Office of the Governor, Criminal Justice Division VOCA grant application; and

WHEREAS, the Commissioners' Court has agreed that in the event of loss or misuse of the Criminal Justice Division funds, Tyler County Commissioners' Court assures that the funds will be returned to the Criminal Justice Division in full.

NOW THEREFORE, BE IT RESOLVED that the Tyler County Commissioners' Court approves the submission of the grant application for the Victims of Crime Coordination Staff to the Office of the Governor, Criminal Justice Division.

PASSED AND APPROVED by the Tyler County Commissioners' Court this 9th day of April, 2007.

  
Jacques L. Blanchette, County Judge

  
Martin Nash, Commissioner Pct. 1

  
Joe Marshall, Commissioner Pct. 3

  
Rusty Hughes, Commissioner Pct. 2

  
Jack Walston, Commissioner Pct. 4

ATTEST:   
Donece Gregory, County Clerk

**PERMIT FOR GAS PIPELINE BENEATH COUNTY ROAD RIGHTS-OF-WAY**

I.

Springfield Pipeline LLC, ("Springfield") whose principal business address is 1201 Lake Robbins Drive, The Woodlands, Texas 77380, does hereby apply for a permit as hereinafter provided to utilize and cross beneath Tyler County Road 2525 ("CR 2525"), collectively referred to as "county road".

II.

Springfield is a natural gas utility under the Texas Utilities Code § 121.000, *et seq* and is a gatherer, transporter and purchaser of natural gas produced by various wells, including but not limited to the Ira Taylor Unit, Well No. 2, in Tyler County, Texas situated in the Harman Lewis Survey, Abstract No. 432.

III.

Springfield will construct, operate and maintain a pipeline, not greater than twelve inches (12") in diameter, to transport natural gas produced from the Ira Taylor Unit, Well No. 2 well. Said pipeline will cross CR 2525 approximately 9/10ths of a mile southeast of FM 1632.

IV.

Springfield will construct, operate and maintain the pipeline in a good and workman-like manner, in compliance with ordinary care in the pipeline industry and in accordance with applicable laws and regulations.

V.

Springfield will construct the pipeline using ordinary care across the rights-of-way for CR 2525 to a depth of up to ten feet (10'), but not less than six feet (6') below the crest of the

Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Tyler } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. **OFF. 15865104**

That we, Lou Ann Cloy, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto<sup>1</sup> Tyler County District Attorney, his successors in office,

in the sum of<sup>2</sup> Fourteen Thousand and no/100 \* \* \* \* \* DOLLARS (\$14,000.00),  
(NOT VALID IF FILLED IN FOR MORE THAN \$50,000.00)

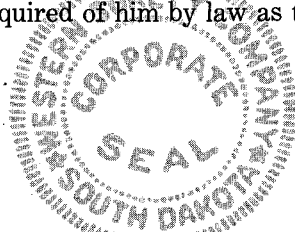
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 2nd day of April, 2007.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 29th day of March, 2007, duly appointed to the office of Assistant District Attorney in and for<sup>3</sup> Tyler  
(Elected-Appointed)

County, State of Texas, for a term of one year commencing on the 9th day of April, 2007.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, ~~and shall~~



then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Countersigned  
By Jay Wilson Resident Agent  
By Paul T. Bruflat Paul T. Bruflat, Senior Vice President  
Principal  
WESTERN SURETY COMPANY

### ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }  
County of \_\_\_\_\_ } ss

Before me, \_\_\_\_\_ on this day, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL \_\_\_\_\_ County, Texas  
Western Surety Company  
1-605-336-0850



OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL \_\_\_\_\_ County, Texas

OATH OF OFFICE  
(General)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL \_\_\_\_\_ County, Texas

THE STATE OF TEXAS }  
County of Tyler } ss.

The foregoing bond of Lou Ann Cloy as Assistant District Attorney in and for Tyler County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Date April 9, 2007

\_\_\_\_\_  
Clerk Jacqueline M. Lancaster County Judge,  
County Court Tyler County Tyler County, Texas

THE STATE OF TEXAS }  
County of \_\_\_\_\_ } ss.

I, \_\_\_\_\_, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the \_\_\_\_\_ day of \_\_\_\_\_, with its certificates of authentication, was filed for record in my office the \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., in the Records of Official Bonds of said County in Volume \_\_\_\_\_, on page \_\_\_\_\_.

WITNESS my hand and the seal of the County Court of said County, at office in \_\_\_\_\_, Texas, the day and year last above written.

\_\_\_\_\_  
Clerk  
By \_\_\_\_\_ Deputy County Court \_\_\_\_\_ County

12802104

# OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000. 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given - \$5,000 minimum, \$500,000 maximum	County	Commissioner's Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given - \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given - \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given - \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given - \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court - \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given - \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum - \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.  
4. Conditions.

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_, personally appeared Paul T. Bruflat  
to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety,  
to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his  
free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses  
and purposes therein set forth.



My Commission Expires August 11, 2010

S. Petrik  
Notary Public

LEASE  
BASIC TERMS

Date: April 1, 2007

Landlord: John and Joy Reynolds

Landlord's Address:

1400 Seneca Rd

Woodville, Tx 75979

Tenant: Tyler County Emergency Management

Tenant's Address:

100 West Bluff

Woodville, Texas 75979

Property (including improvements)

1400 Seneca Rd

Woodville, Texas 75979

Term (months): 60

Commencement Date: April 1, 2007

Termination Date: March 31, 2012

Base Rent: \$1.00 for Term of Lease

Security Deposit: \$ 0.00

Permitted Use: To place storage building on property

## DEFINITIONS

"Injury" means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

"Landlord" means Landlord and its agents, employees, invitees, licensees, or visitors.

"Lienholder" means the holder of a deed of trust covering the Premises.

"Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

"Tenant" means Tenant and its agents, contractors, employees, invitees, licensees, or visitors.

## CLAUSES AND COVENANTS

A. Tenant agrees to:

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Premises in their present condition "AS IS", the Premises being currently suitable for the Permitted Use.
3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises and Building and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.
4. INDEMNIFY, DEFEND, AND HOLD LANDLORD AND LIENHOLDER HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKER'S COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY**

**THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.**

B. Tenant agrees not to:

1. Use the Premises for any purpose other than the Permitted Use.
2. Create a Nuisance.
3. Permit any waste.
4. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord agrees to:

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

D. Landlord agrees not to:

1. ~~Interfere with Tenant's possession of the Premises as long as Tenant is not in default.~~

E. Landlord and Tenant agree to the following:

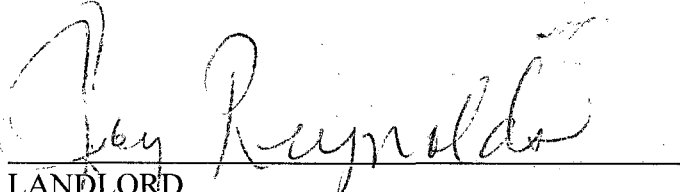
1. Abatement – Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.
2. Insurance – Tenant and Landlord will maintain the respective insurance coverages described in the attached Insurance Addendum.
3. Release of Claims/Subrogation – LANDLORD AND TENANT RELEASE EACH OTHER AND LIENHOLDER FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE PREMISES, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER

ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROEPRTY OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABLILITY OF THE RELEASED PARTY BUT WILL NOT APPLY TO THE EXTENT OF THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NGELIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PART.**

4. Holdover – If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.
5. Alternative Dispute Resolution – Landlord and Tenant agree to mediate in good faith before filing a suit for damages.
6. Attorney's Fees – If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.
7. Venue – Exclusive venue is in the county in which the Premises are located.
8. Entire Agreement – This lease is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.
9. Amendment of Lease – This lease may be amended only by an instrument in writing signed by Landlord and Tenant.
10. Limitation of Warranties – **THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.**
11. Notices – Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested,

and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

12. Abandoned Property – Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

  
\_\_\_\_\_  
LANDLORD

\_\_\_\_\_  
TENANT