

**KIMBLE COUNTY COMMISSIONERS COURT**  
**REGULAR MEETING – JANUARY 9, 2024 @ 9:00 AM**

*The Honorable Commissioners Court met on the above date and time in the County Courtroom at 501 Main Street, Junction, TX 76849. The following minutes were taken with regard to that meeting and are reflected below as accurately and to the best of my ability below:*

**COURT PRESENT:**

Commissioner Precinct 1 Brayden Schulze  
Commissioner Precinct 2 Kelly Simon  
Commissioner Precinct 3 Dennis Dunagan  
Commissioner Precinct 4 Kenneth Hoffman  
County Judge Hal A. Rose  
County/District Clerk Karen E. Page

**ELECTED OFFICIALS PRESENT:**

Sheriff Castleberry  
County Attorney Andrew Heap  
Treasurer Billie Stewart (ABSENT)  
Justic of the Peace Josh Cantrell (ABSENT)

**VISITORS: SEE ATTACHED LIST (If Applicable)**

**AGENDA ITEMS:**

**1. Call to order.**

County Judge Hal Rose called the meeting to order at 9:04am

Invocation by Judge Rose at 9:05am

Pledge at 9:06am

**2. Convene meeting and establish quorum.**

Quorum was established with County Judge and all commissioners present

**3. Public comments are welcome. Please limit comments to five minutes or less.**

a. No public comments

- 4. Consideration, discussion, and possible action regarding court order prohibiting outdoor burning in the unincorporated area of Kimble County.**

No action taken

- 5. Consideration, discussion, and possible action regarding status of county roads and related matters and road and bridge report submitted by Road and Bridge Superintendent, including discussion of KC 110 and precinct priorities.**

Motion to accept the report made by Commissioner Simon, second by Commissioner Hoffman, all present in favor, motion carries

- 6. Consideration, discussion, and possible action regarding follow up discussion on possible county regulations regarding county road matters such as culverts, right of ways, road use and weight and related matters.**

No action taken

- 7. Consideration, discussion, and possible action regarding request(s) for 911 addressing and name(s) of private roads.**

Motion to accept the report made by Commissioner Hoffman, second by Commissioner Simon, all present in favor, motion carries

- 8. Consideration, discussion, and possible action regarding the Kimble County Central Appraisal Districts monthly property tax collection report to the Commissioners Court.**

Motion to accept the report made by Commissioner Schulze, second by Commissioner Hoffman, all present in favor, motion carries

- 9. Consideration, discussion, and possible action regarding the Kimble County Sheriff's Department monthly report to the Commissioners Court; including consideration, discussion, and possible action on 2024 Operation Lone Star and Operation Stonegarden state grants.**

Sheriff Castleberry provides an update on all grants, equipment updates including vehicles, and a year in review of 2023 (ATTACHED)

**10. Consideration, discussion, and possible action regarding the Kimble County Treasurer's Office monthly report to the Commissioners Court.**

No action taken

**11. Consideration, discussion, and possible action regarding the Kimble County Judge's monthly report to the Commissioners Court including actions taken and to be taken under the Subdivision Rules.**

Judge Rose provides an update on check presentation with Kinder Morgan, TCEQ water reports pct. 1, no motions provided

**12. Consideration, discussion, and possible action regarding Re-Appointment of Child Welfare Board members. Three-year terms for members. Re-Appointment of Jennifer Kneese and JPD Chief Rudy Supak. Terms expire on February 1, 2027.**

Motion to re-appoint approved by Commissioner Simon, second by Commissioner Hoffman, all present in favor, motion carries

**13. Consideration, discussion, and possible action regarding contract for 2024 CPS and other mediations between Hill Country Dispute Resolution Center and Kimble County.**

Motion to approve and sign HCDRC agreement made by Commissioner Schulze, second by Commissioner Hoffman, all present in favor, motion carries (ATTACHED)

**14. Consideration, discussion, and possible action regarding supplemental agreement between Kimble County and Tom Green County for expansion of number of beds available to juvenile offenders.**

Motion to approve and sign contract for new beds only made by Commissioner Schulze, second by Commissioner Simon, all present in favor, motion carries (ATTACHED)

**15. Consideration, discussion, and possible action on JVFD and Kimble Rural Fire Department plan to construct a communication tower.**

Cecil Conner advised they are not going to construct their own tower, share with SuddenLink and sheriff's office, no motions presented

**16.Consideration, discussion, and possible action on following items regarding County Clerk filing/recording fees.**

No action taken

**17.Consideration, discussion, and possible action regarding SB 22 grant request proposal by County Attorney.**

County Attorney Andrew Heap advised on SB 22, provides up to \$100,000 for hiring which he would like to utilize to hire a part-time attorney and short term part-time admin, deadline to apply is 1.31.2024, motion to approve moving forward made by Commissioner Simon, second by Commissioner Hoffman, all present in favor, motion carries

**18.Consideration and approval of bills, accounts, and authorization to pay bills and accounts for Kimble County.**

Motion to pay bills made by Commissioner Schulze, second by Commissioner Simon, all present in favor, motion carries

**19.Consideration, discussion, and possible action regarding amendment of the budget to conform to authorized revenues and expenditures and Order #CC-2024-01 authorizing same.**

Motion to amend the budget made by Commissioner Schulze, second by Commissioner Dunagan, all present in favor, motion carries

**20.Adjournment.**

Motion to adjourn made by Commissioner Simon, second by Commissioner Dunagan, all present in favor, motion carries at 12:25pm

There being no further business, Court adjourned this 9<sup>th</sup> day of January, 2024

/S/ HAL A ROSE

Hal A. Rose, Kimble County Judge

Attest: /S/ KAREN E. PAGE

Karen E. Page, County Clerk

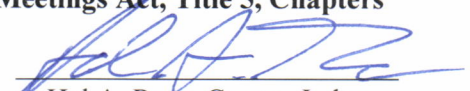
## KIMBLE COUNTY COMMISSIONERS COURT MEETING

Notice is hereby given that the Kimble County Commissioners Court will convene in the County Courtroom of the Kimble County Courthouse, 501 Main Street, Junction, Texas 76849, at 9:00 a.m. on Tuesday, January 9, 2024

### AGENDA

1. Call to order.
2. Convene meeting and establish quorum.
3. Public comments are welcome. Please limit comments to five minutes or less.
4. Consideration, discussion, and possible action regarding court order prohibiting outdoor burning in the unincorporated area of Kimble County.
5. Consideration, discussion, and possible action regarding status of county roads and related matters and road and bridge report submitted by Road and Bridge Superintendent, including discussion of KC 110 and precinct priorities.
6. Consideration, discussion, and possible action regarding follow up discussion on possible county regulations regarding county road matters such as culverts, right of ways, road use and weight and related matters.
7. Consideration, discussion, and possible action regarding request(s) for 911 addressing and name(s) of private roads.
8. Consideration, discussion, and possible action regarding the Kimble County Central Appraisal Districts monthly property tax collection report to the Commissioners Court.
9. Consideration, discussion, and possible action regarding the Kimble County Sheriff's Department monthly report to the Commissioners Court; including consideration, discussion, and possible action on 2024 Operation Lone Star and Operation Stonegarden state grants.
10. Consideration, discussion, and possible action regarding the Kimble County Treasurer's Office monthly report to the Commissioners Court.
11. Consideration, discussion, and possible action regarding the Kimble County Judge's monthly report to the Commissioners Court including actions taken and to be taken under the Subdivision Rules.
12. Consideration, discussion, and possible action regarding Re-Appointment of Child Welfare Board members. Three-year terms for members. Re-Appointment of Jennifer Kneese and JPD Chief Rudy Supak. Terms expire on February 1, 2027.
13. Consideration, discussion, and possible action regarding contract for 2024 CPS and other mediations between Hill Country Dispute Resolution Center and Kimble County.
14. Consideration, discussion, and possible action regarding supplemental agreement between Kimble County and Tom Green County for expansion of number of beds available to juvenile offenders.
15. Consideration, discussion, and possible action on JVFD and Kimble Rural Fire Department plan to construct a communication tower.
16. Consideration, discussion, and possible action on following items regarding County Clerk filing/recording fees.
17. Consideration, discussion, and possible action regarding SB 22 grant request proposal by County Attorney.
18. Consideration and approval of bills, accounts, and authorization to pay bills and accounts for Kimble County.
19. Consideration, discussion, and possible action regarding amendment of the budget to conform to authorized revenues and expenditures and Order #CC-2024-01 authorizing same.
20. Adjournment.

**This notice is given and posted pursuant to the Texas Open Meetings Act, Title 5, Chapters 551 and 552, Texas Government Code.**

  
Hal A. Rose, County Judge

Filed January 4, 2024  
at 4:00 of clock P  
Karen E. Page, County Clerk, Kimble County, Texas

COMMISSIONER'S COURT  
MEETING 1/9/2024

VISITORS PLEASE SIGN IN

- 1 Cecil Conner
- 2 Kelly Millican TDEM
- 3 Randy Millican EMC
- 4 James C. Murr "Jet Eagle"
- 5 Andrew Brannan. CERT
- 6 DENNIS ARMSTRONG
- 7 \_\_\_\_\_
- 8 \_\_\_\_\_
- 9 \_\_\_\_\_
- 10 \_\_\_\_\_
- 11 \_\_\_\_\_
- 12 \_\_\_\_\_
- 13 \_\_\_\_\_
- 14 \_\_\_\_\_
- 15 \_\_\_\_\_
- 16 \_\_\_\_\_
- 17 \_\_\_\_\_
- 18 \_\_\_\_\_
- 19 \_\_\_\_\_
- 20 \_\_\_\_\_

TO: Kimble County Commissioners Court

From: E.T. Sparks Road and Bridge Supervisor

Dec.13 2023

Pulled ditches ground rocks put in road watered and rolled. *CR215 +213*

12-14 23

Put cab body mounts on inter.haul truck.

12/18/ 19/ 20/-23

Finished up on CR215,cleaned cattle guard on CR372.

12-21-23

Lost oil pressure hauled to shop for repairs.

12-27/28/23

Dropped oil pan on haul truck to check pick up tube in pan put cleaned up pan ,new gasket put pan back on truck. Got new oil pressure sencor installed truck fixed.

Jan. 2 2024

Hauled roller and blade to CR 370,fixed street sign in London.

1-3-24

Bladed CR314.Cleaned cattle guard CR 120.

1-4-24

Hauled grinding tractor to CR370.Worked on green water truck.

1-8-24

Repaired air govner on water truck,took water truck load of gravel to CR374.

<b>MONTHLY 911 REPORT - DECEMBER 2023</b>			
ALLEN, URSULA	1821 S LAIRD RD	12/5/23	VERIFY
RASOR, MARGARET	684 LESTER LN	12/6/23	NEW
JONES, ROBERT & MARY	2643 KC 340	12/7/23	VERIFY
AGUIRRE, AGMED	4760 OAK RIDGE RD	12/8/23	NEW
GOODSON GUIDE SERVICE	28688 N RANCH ROAD 1674	12/8/23	NEW
HARLAN, DEVIN & LISA	1700 BACK COUNTRY RD	12/8/23	VERIFY
GONZALES, MARTHA	107 GONZALES ST	12/8/23	FIXED
GONZALES, MARTHA	103 GONZALES ST	12/8/23	FIXED
GONZALES, MARTHA	109 GONZALES ST	12/8/23	FIXED
GARNER, PAUL SBA	INFO ON NEW CELL TOWERS	12/8/23	VERIFY
LACKEY, HENRY (OPIE)	1040 E STATE LOOP 291	12/11/23	NEW
TE AMO MAS	20756 RANCH ROAD 385	12/11/23	NEW
LEAVINGS, BILLY & CYNTHIS	1426 KC 410	12/11/23	NEW
WEISEN, SCOTT	1637 SPRING CROSSING	12/11/23	NEW
LEAVINGS, BILLY & CYNTHIS	230 BLUE MOUNTAIN PASS	12/14/23	NEW
MANN, RICH	9026 E RANCH ROAD 2169	12/18/23	NEW
LEAVINGS, BILLY & CYNTHIS	230 BLUE MOUNTAIN PASS	12/27/23	VERIFY

**NEW ROAD REQUEST**



Texas Department of Motor Vehicles

RTS.FIN.012

FEE COLLECTION AND DISTRIBUTION REPORT

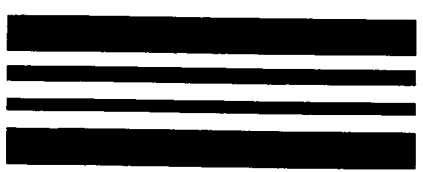
Date Range: 12/2023 - 12/2023

Registration and Title System Report

Start Month: December    End Month: December    Start Year: 2023    End Year: 2023    Office Category: County  
 Funds Category: All  
 Office: All

Inventory Item Counts		
Item Description	Items Sold Count	Void Count
144-HOUR PERMIT	1	0
30 DAY PERMIT	6	0
72-HOUR PERMIT	2	0
BLUE DISABLED PLACARD	21	0
EXEMPT DOUBLE PLT	0	1
FARM TRLR PLT	6	0
ONE-TRIP PERMIT	5	0
PASSENGER-TRUCK PLT	25	0
PLATE STICKER	137	0
RED DISABLED PLACARD	5	0
TRLR PLT	5	0
WINDSHIELD STICKER	407	1
<b>Total</b>	<b>690</b>	<b>2</b>

Fees Collected	
Accounting Fees Description	Amount (\$)
REGISTRATION	
AUTOMATION FEE	10.50
BUYERS TAG	15.00
CNTY ROAD BRIDGE ADD-ON FEE	4,540.00
DELINQUENT TRANSFER PENALTY	10.00
DELQ TRANS PENALTY 2008	650.00
DISABLED VETERAN PLT	3.00
DUPLICATE RECEIPT	4.00
ENDING HOMELESSNESS DONATION	1.00
EVIDENCE TESTING DONATION	1.00
HORNED LIZARD PLT	30.00
INSPECTION FEE-1YR	2,857.50
INSPECTION FEE-2YR	33.50
INSPECTION FEE-CDEC	110.00
INSPECTION FEE-CW	176.00
INSPECTION FEE-NLTSI	8.25
INSPECTION FEE-OBNDL	8.25
INSPECTION FEE-TLMC	75.00
INSPECTION FEE-TSI	8.25



**Texas Department of Motor Vehicles**

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**FEE COLLECTION AND DISTRIBUTION REPORT**

Date Range: 12/2023 - 12/2023

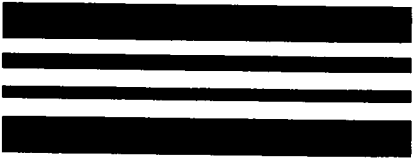
*Registration and Title System Report*

Start Month: December    End Month: December    Start Year: 2023    End Year: 2023    Office Category: County

Funds Category: All

Office: All

Fees Collected	
Accounting Fees Description	Amount (\$)
LATE REGISTRATION PENALTY	62.20
MOBILITY / CLEAN AIR FEE	82.50
ONLINE DISCOUNT	(56.00)
ORGAN DONOR FEE	1.00
P&H 144 HOUR PERMIT	50.00
P&H 30-DAY PERMIT	150.00
P&H 72 HOUR PERMIT	50.00
P&H ANTIQUE PLT	250.00
P&H COMBINATION PLT	1,180.00
P&H IRP FUNDS INTERFACE	237.45
P&H MAIL IN FEE	80.75
P&H ONE TRIP PERMIT	25.00
P&H PLATE STICKER	3,107.83
P&H TMP PERMIT FEE	66.50
P&H TXO COMP	(112.00)
P&H TXO FEE	266.00
P&H WALK IN FEE	2,170.75
P&H WINDSHIELD STICKER	23,889.26
REG FEE-DPS	400.00



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Funds Category: All

Office: All

Fees Collected	
Accounting Fees Description	Amount (\$)
REGIS. CREDIT REMAINING	(23.00)
REPLACEMENT FEE	96.00
SPECIAL OLYMPICS TEXAS FEE	1.00
STATE PARKS DONATION	5.00
TEMPORARY DISABLED PLACARD	25.00
TEXAS BLACK 1845 C RNW	150.00
TRANSFER	112.50
VETERANS' FUND	9.75
WHITE-TAILED DEER PLT	30.00
<b>REGISTRATION - Sub Total</b>	<b>40,848.74</b>
<b>SALES TAX</b>	
REGISTRATION EMISSIONS FEE	107.75
SALES TAX FEE	21,632.88
SALES TAX PENALTY FEE	259.71
TERP TITLE FEE	740.00
<b>SALES TAX - Sub Total</b>	<b>22,740.34</b>
<b>TITLE</b>	
TITLE APPLICATION FEE	637.00
<b>TITLE - Sub Total</b>	<b>637.00</b>



Texas Department of Motor Vehicles

Registration and Title System Report

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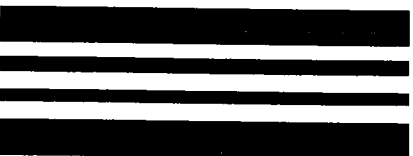
FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 12/2023 - 12/2023

Start Month: December    End Month: December    Start Year: 2023    End Year: 2023    Office Category: County  
 Funds Category: All  
 Office: All

Fees Collected	
Accounting Fees Description	Amount (\$)
YOUNG FARMER	
YOUNG FARMER PROGRAM	75.00
YOUNG FARMER - Sub Total	75.00
<b>Total</b>	<b>64,301.08</b>

Funds Distribution				
Funds Category	TXDMV Amount Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)
<b>REGISTRATION</b>				
ANT TXDMV PART	250.00	0.00	0.00	250.00
AUTOMATION FEE	275.50	0.00	0.00	275.50
BUYERS TAG	15.00	0.00	0.00	15.00
CO R & B FUND	14,387.92	14,387.92	0.00	28,775.84
DELQ TRANSFER	5.00	5.00	0.00	10.00
DELQ TRNSE CNTY	0.00	325.00	0.00	325.00
DELQ TRNSE EDUC	70.00	0.00	0.00	70.00
DELQ TRNSE FND6	255.00	0.00	0.00	255.00
DP CARD	25.00	0.00	0.00	25.00
DUPL RECEIPT	0.00	4.00	0.00	4.00
ENDING HOMELESS	1.00	0.00	0.00	1.00



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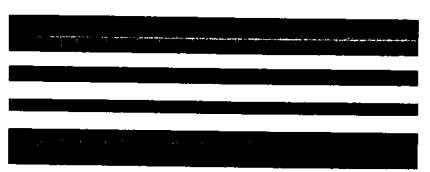
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*Registration and Title System Report*



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 Funds Category: All  
 Office: All

Funds Distribution				
Funds Category	TxDMV Amount Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)
EVIDENCE TESTING	1.00	0.00	0.00	1.00
INSP TCEQ-1	788.00	0.00	0.00	788.00
INSP TCEQ-2	8.00	0.00	0.00	8.00
INSP TCEQ-3	1.50	0.00	0.00	1.50
INSP TCEQ-4	22.00	0.00	0.00	22.00
INSP TERP	130.00	0.00	0.00	130.00
INSP TMF-EMISS	6.00	0.00	0.00	6.00
INSP TXMBLTY-1	1,379.00	0.00	0.00	1,379.00
INSP TXMBLTY-2	21.50	0.00	0.00	21.50
INSP TXMBLTY-3	130.00	0.00	0.00	130.00
INSP TXMBLTY-4	38.50	0.00	0.00	38.50
INSP TXONLINE-1	812.00	0.00	0.00	812.00
INSP TXONLINE-2	0.75	0.00	0.00	0.75
MBLTY / CLN AIR	22.00	0.00	0.00	22.00
OPT RD & B FEE	0.00	4,550.00	0.00	4,550.00
ORGAN DONOR	1.00	0.00	0.00	1.00
OUTOFCNTY-CRDT	(188.75)	0.00	0.00	(188.75)
OUTOFCNTY-FEE	131.65	0.00	0.00	131.65



**Texas Department of Motor Vehicles**

*Registration and Title System Report*

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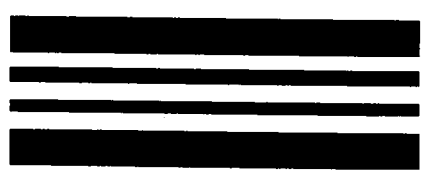
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 Funds Category: All  
 Office: All

Funds Distribution

Funds Category	TxDMV Amount Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)
P&H CNTY MAILIN	0.00	39.10	0.00	39.10
P&H CNTY TMPT F	0.00	66.50	0.00	66.50
P&H CNTY TXO	0.00	14.00	0.00	14.00
P&H CNTY WALKIN	0.00	1,051.10	0.00	1,051.10
P&H DMV COMP	1,148.30	0.00	0.00	1,148.30
P&H TXO COMP	(112.00)	0.00	0.00	(112.00)
P&H TXO DISCNT	(56.00)	0.00	0.00	(56.00)
REG FEE-DPS	400.00	0.00	0.00	400.00
REPL FEE \$6	56.00	40.00	0.00	96.00
SP-HORNED TOAD	22.00	0.00	0.00	22.00
SP-WHITE TAIL	22.00	0.00	0.00	22.00
SPCL OLYMPICS	1.00	0.00	0.00	1.00
SPL CNTY COMMSN	0.00	1.00	0.00	1.00
SPL TXDOT PART	18.00	0.00	0.00	18.00
STATE PARKS	5.00	0.00	0.00	5.00
TRANS OF REGIS	56.25	56.25	0.00	112.50
VENDOR DMV RNWL	8.00	0.00	0.00	8.00
VENDOR FD6 05%	7.10	0.00	0.00	7.10



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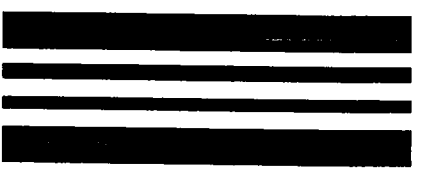
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 Office: All

Funds Distribution				
Funds Category	TxDMV Amount Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)
VETERANS' FUND	9.75	0.00	0.00	9.75
VNDRFD1 DMV 95%	134.90	0.00	0.00	134.90
<b>REGISTRATION - Sub Total</b>	<b>20,308.87</b>	<b>20,539.87</b>	<b>0.00</b>	<b>40,848.74</b>
<b>SALES TAX</b>				
REGIS EMISSIONS	0.00	0.00	107.75	107.75
SALES TAX	0.00	0.00	21,892.59	21,892.59
TERP TITLE FEE	0.00	0.00	740.00	740.00
<b>SALES TAX - Sub Total</b>	<b>0.00</b>	<b>0.00</b>	<b>22,740.34</b>	<b>22,740.34</b>
<b>TITLE</b>				
TITLE APPL FEES	147.00	245.00	0.00	392.00
TITLE APPL-COMP	245.00	0.00	0.00	245.00
<b>TITLE - Sub Total</b>	<b>392.00</b>	<b>245.00</b>	<b>0.00</b>	<b>637.00</b>
<b>YOUNG FARMER</b>				
YOUNG FARMER FD	0.00	0.00	75.00	75.00
YOUNG FARMER - Sub Total	0.00	0.00	75.00	75.00
<b>Total</b>	<b>20,700.87</b>	<b>20,784.87</b>	<b>22,815.34</b>	<b>64,301.08</b>



Totals for Entry: BPGKM BPP KIMBLE COUNTY

Fiscal Year: 2023

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%
2006	11.19	0.00	11.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.19	.0000
2010	8.89	0.00	8.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.89	.0000
2011	10.01	0.00	10.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.01	.0000
2012	20.64	0.00	20.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.64	.0000
2013	4.36	0.00	4.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.36	.0000
2014	6.67	0.00	6.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.67	.0000
2015	107.94	0.00	107.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	107.94	.0000
2016	122.84	0.00	122.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	122.84	.0000
2017	56.89	0.00	56.89	0.99	0.00	0.00	0.99	0.12	0.62	0.35	0.00	2.08	55.80	.0174
2018	65.09	0.00	65.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.09	.0000
2019	84.77	0.00	84.77	1.92	0.00	0.00	1.92	0.23	0.70	0.57	0.00	3.42	82.85	.0226
2020	78.88	0.00	78.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	78.88	.0000
2021	243.44	0.00	243.44	5.39	0.00	0.00	5.39	0.65	0.81	1.37	0.00	8.22	238.05	.0221
2022	1,013.66	0.00	1,013.66	591.11	0.02	0.00	591.13	71.44	33.81	21.27	0.00	717.63	422.53	.5932
Totals for All Delinquent Years														
	1,835.17	0.00	1,835.17	599.41	0.02	0.00	599.43	72.44	35.94	23.56	0.00	731.35	1,235.74	
Totals for All Years:														
	1,835.17	0.00	1,835.17	599.41	0.02	0.00	599.43	72.44	35.94	23.56	0.00	731.35	1,235.74	0.65
Refunds Paid:														
				-1,086.87										

Effective Taxes Paid = Base Tax Pd + Under + Disc  
 Amount Paid = Base Tax Pd + Penalty + Interest + Att. Fees+ Overage  
 \* Balance = Adjusted Tax- Eff Taxes Paid



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Totals for Entity: GKM KIMBLE COUNTY Fiscal Year: 2023

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%
2018	8,216.69	0.00	8,216.69	194.59	0.00	-7.39	187.20	38.60	188.51	104.93	0.00	526.63	8,029.49	.0228
2019	8,812.45	-133.86	8,678.59	-116.20	0.00	-7.95	-124.15	44.50	151.22	114.42	0.00	193.94	8,802.74	-.0143
2020	11,673.89	-208.25	11,465.64	2,121.46	0.00	-8.93	2,112.53	281.18	659.49	654.97	-0.73	3,716.37	9,353.11	.1842
2021	40,990.33	-782.03	40,208.30	15,118.77	1.85	-20.37	15,100.25	1,668.83	2,192.00	3,576.25	0.00	22,555.85	25,108.05	.3756
2022	1,347,397.76	-1,924.55	1,345,473.21	1,291,870.92	3.80	1,381.43	1,293,256.15	22,455.23	9,045.06	10,452.66	5.51	1,353,829.38	52,217.06	.8612
Totals for All Delinquent Years														
	1,443,431.33	-3,271.62	1,440,159.71	1,311,146.28	5.65	1,336.79	1,312,488.72	24,607.36	13,991.23	15,321.41	4.78	1,365,071.06	127,670.99	5.66
Totals for All Years:														
	1,443,431.33	-3,271.62	1,440,159.71	1,311,146.28	5.65	1,336.79	1,312,488.72	24,607.36	13,991.23	15,321.41	4.78	1,365,071.06	127,670.99	5.66
Refunds Paid:														
				-1,650.10		-113.89		-7.27	-1.86	-2.11	-0.80	-11,662.14		

Effective Taxes Paid = Base Tax Pd + Under + Disc  
 Amount Paid = Base Tax Pd + Penalty + Interest + Att. Fee+ Overage  
 Balance = Adjusted Tax- Eff Taxes Paid

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Totals for Entity: All Fiscal Year: 2023

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%
1979	3.86	0.00	3.86	3.86	0.00	0.00	3.86	0.46	20.23	3.68	0.00	28.23	0.00	1.0000
1981	28.24	0.00	28.24	28.24	0.00	0.00	28.24	3.39	141.54	25.98	0.00	199.15	0.00	1.0000
1985	20.15	0.00	20.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.15	.0000
1987	21.40	0.00	21.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.40	.0000
1988	23.54	0.00	23.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.54	.0000
1989	24.58	0.00	24.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.58	.0000
1980	25.31	0.00	25.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.31	.0000
1991	58.02	0.00	58.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	58.02	.0000
1992	76.17	0.00	76.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.17	.0000
1993	82.23	0.00	82.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	82.23	.0000
1994	84.71	0.00	84.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	84.71	.0000
1995	97.94	0.00	97.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	97.94	.0000
1996	144.29	-52.33	91.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	91.96	.0000
1997	178.80	-56.38	122.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	122.42	.0000
1998	217.37	-62.67	154.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	154.70	.0000
1999	157.12	-51.55	105.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.57	.0000
2000	153.42	0.00	153.42	5.42	0.00	0.00	5.42	0.00	8.79	0.00	0.00	14.21	148.00	.0353
2001	76.97	0.00	76.97	41.84	0.00	0.00	41.84	0.00	64.44	0.00	0.00	106.28	35.13	.5436
2002	82.06	0.00	82.06	49.24	0.00	0.00	49.24	0.00	71.89	0.00	0.00	121.13	32.82	.6000
2003	840.39	0.00	840.39	48.75	0.00	0.00	48.75	0.00	67.27	0.00	0.00	116.02	791.64	.0580
2004	587.04	0.00	587.04	33.91	0.00	0.00	33.91	0.00	44.08	0.00	0.00	77.99	553.13	.0578
2005	643.00	0.00	643.00	33.07	0.00	0.00	33.07	0.00	40.35	0.00	0.00	73.42	609.93	.0514
2006	983.31	0.00	983.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	983.31	.0000
2007	830.41	0.00	830.41	12.91	0.00	0.00	12.91	0.00	13.68	0.00	0.00	26.59	817.50	.0155
2008	884.26	0.00	884.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	884.26	.0000
2009	1,080.34	0.00	1,080.34	74.71	0.00	0.00	74.71	1.51	78.23	6.90	0.00	159.35	1,005.63	.0892
2010	998.90	0.00	998.90	85.82	0.00	0.00	85.82	1.11	77.01	4.90	0.00	168.84	913.08	.0859
2011	1,213.26	0.00	1,213.26	117.10	0.00	0.00	117.10	4.69	111.51	19.48	0.00	252.78	1,096.16	.0965
2012	1,393.63	0.00	1,393.63	83.24	0.00	0.00	83.24	0.00	64.94	0.00	0.00	138.18	1,310.39	.0897
2013	1,655.45	0.00	1,655.45	165.44	0.00	0.00	165.44	10.14	143.40	38.22	0.00	357.20	1,490.01	.0899
2014	1,953.87	0.00	1,953.87	187.46	0.00	0.00	187.46	12.23	147.84	43.54	0.00	391.07	1,766.41	.0859
2015	3,443.66	0.00	3,443.66	443.25	0.00	0.00	443.25	42.95	363.62	145.71	0.00	995.53	3,000.41	.1287
2016	4,362.91	0.00	4,362.91	227.75	0.00	0.00	227.75	16.52	199.20	52.54	0.00	436.01	4,135.16	.0522
2017	4,282.93	0.00	4,282.93	315.72	0.00	0.00	315.72	26.14	169.55	77.59	0.00	598.99	3,947.21	.0741

Effective Taxes Paid = Base Tax Pd + Under + Disc  
 Amount Paid = Base Tax Pd + Penalty + Interest + Att. Fee+ Overage  
 Balance = Adjusted Tax- Eff Taxes Paid

1/5/2024 8:54:50AM

Totals for Entity: All

Fiscal Year: 2023

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%
2018	8,281.78	0.00	8,281.78	194.59	0.00	-7.39	187.20	38.60	188.51	104.93	0.00	526.63	8,094.58	.0226
2019	8,897.22	-133.86	8,763.36	-114.28	0.00	-7.95	-122.23	44.73	151.92	114.99	0.00	197.36	8,885.59	-0.139
2020	11,752.77	-208.25	11,544.52	2,121.46	0.00	-8.93	2,112.53	281.18	659.49	654.97	-0.73	3,716.37	9,431.99	1.830
2021	41,233.77	-782.03	40,451.74	15,124.16	1.85	-20.37	15,105.64	1,689.48	2,192.81	3,577.62	0.00	22,564.07	25,346.10	.3734
2022	1,348,411.42	-1,924.55	1,346,486.87	1,282,462.03	3.82	1,381.43	1,283,847.28	22,526.67	9,078.87	10,473.93	5.51	1,334,547.01	52,839.59	.9608
Totals for All Delinquent Years														
	1,445,266.50	-3,271.82	1,441,994.68	1,311,745.89	5.67	1,336.79	1,313,088.15	24,679.80	14,027.17	15,344.97	4.78	1,365,802.41	128,906.73	5.65
Totals for All Years:														
	1,445,266.50	-3,271.82	1,441,994.68	1,311,745.89	5.67	1,336.79	1,313,088.15	24,679.80	14,027.17	15,344.97	4.78	1,365,802.41	128,906.73	5.65
Refunds Paid:														
				-12,716.97		-113.89		-7.27	-1.86	-2.11	-0.80	-12,729.01		

Effective Taxes Paid = Base Tax Pd + Under + Disc  
 Amount Paid = Base Tax Pd + Penalty + Interest + Att. Fee+ Overage  
 Balance = Adjusted Tax- Eff Taxes Paid

KIMBLE COUNTY SHERIFFS OFFICE  
STATS 01/21 THRU ~~11/23~~ 12/31

CITATIONS 21 2631

22 5605

23 7632

TOTAL: 15,868

CRIMINAL ARREST 21 FELONYS 165 MISDEMEANORS 51

22 219 44

23 229 81

TOTAL: 613 176

JAIL PROCESSED 21 488

22 265

23 490

TOTAL : 1243

CALLS FOR SERVICE 21 6672

22 9815

23 11326

TOTAL : 27,813

MENTAL HEALTH 21 31

22 137

23 168

TOTAL: 336

CIVIL PROCESS 21 115

22 137

23 106

TOTAL: 359

**STATE OF TEXAS**

**KIMBLE COUNTY**

**HCDRC CONTRACT**

**WHEREAS**, KIMBLE COUNTY (hereinafter “COUNTY”), through its Commissioners Court, has the authority, under Chapter 152, Texas Civil Practice & Remedies Code, as amended, to contract for alternative dispute resolution services; and

**WHEREAS**, the Hill Country Dispute Resolution Center, hereinafter “HCDRC,” a Texas non-profit corporation, has been formed for the purpose of and is engaged in providing alternative dispute resolution services; and

**WHEREAS**, COUNTY and HCDRC desire to provide alternative dispute services to the citizens of KIMBLE County, hereinafter “citizens”;

**NOW THEREFORE**; it is agreed between the COMMISSIONERS COURT of KIMBLE COUNTY and HCDRC as follows:

1. **Consideration.** In consideration for the services set out herein to be provided to citizens by HCDRC, COUNTY shall (a) provide space at the courthouse and ancillary services suitable for mediation services, (b) receive a lump sum of **the amount of fees collected for its fiscal year January 1, 2024 – December 31, 2024 up to the budgeted amount.** Such amount shall be disbursed from ADR Fees collected by the COUNTY and paid to HCDRC upon approval by the Kimble County Commissioners Court.
2. **Services.** HCDRC will provide alternative dispute resolution services to citizens through the KIMBLE County Justice of the Peace Court, County Court, the 452nd Judicial District, and any other courts located in KIMBLE County.
3. **IRS classification.** HCDRC is a tax-exempt non-profit 501(c)(3) corporation. Its IRS EIN is 364506319.
4. **Financial and Performance reports.** A copy of HCDRC’s performance review for calendar year 2022 is attached as “Exhibit A” to this Contract. A copy of HCDRC’s independent end-of-year financial report of all expenditures and income for the calendar year 2022 is attached as “Exhibit B”.

5. Term. The Term of this agreement is one year beginning on January 1, 2024, and ending on December 31, 2024, unless earlier terminated by either party on thirty (30) days written notice. The date of the commencement of the term of said agreement may be modified by agreement of the parties.
6. Use of funds. The monies paid to HCDRC shall be expended solely for the provision of salaries to employees of HCDRC and operational expenses of HCDRC.
7. Books and records. All books and records of HCDRC shall be open for inspection during normal business hours to any member of the public, the KIMBLE County Auditor, and such persons or entities as may be given that authority, in writing, by the COUNTY, provided, however, that this clause shall in no way be construed to override the provisions of the Federal Privacy Act or other state or federal law or regulation concerning the disclosure of confidential or privacy matters.
8. Non-exclusion. This contract is not exclusive and COUNTY reserves the right to contract with additional parties for the provision of the aforementioned services to the courts and other KIMBLE County departments engaged in the providing of alternative dispute services to residents of KIMBLE County.
9. Effective date. This agreement is effective upon approval by Order of the COUNTY.
10. Non-discrimination. HCDRC agrees to operate under a policy of non-discrimination with regard to the provision of said services. Such policy shall prohibit discrimination by HCDRC's employees or principals on the basis of race, sex, age, religion, color, handicap, disability, national origin, language, political affiliation, political belief or other non-merit factor. Any act of discrimination shall constitute a material breach of this contract.
11. Sexual harassment prohibited. HCDRC further agrees to adopt and maintain a policy that prohibits sexual harassment. Any act of sexual harassment by HCDRC'S employees or principals constitutes a material breach of this contract.
12. Applicable laws. HCDRC agrees to comply with any and all applicable laws, local, state, and federal, regarding work hours, safety, wages, social security benefits, discrimination and/or workers compensation. This clause places a duty to meet the requirements of such laws only if the law itself places such a duty on HCDRC. Any act in violation of any of those laws or ordinances shall constitute a material breach of this contract.

13. Default.

- a. In the event either party shall fail to keep, observe or perform any covenant, agreement, term or provision of this contract to be kept, observed or performed by such party, respectively, and such default shall continue for a period of ten (10) days after notice thereof by the non-defaulting party to the other, then in any such event the non-defaulting party shall be entitled to terminate this contract.
- b. No delay on the part of either party in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege constitute such a waiver nor exhaust the same, which shall be continuing. No notice to or demand on either party in any case shall entitle such party to any other or further notice or demand in similar or other circumstances, or constitute a waiver of the rights of either party to any other or further action in any circumstances without notice or demand.

14. Successors and assigns. This contract shall inure to the benefit of, and be binding upon, the parties hereto and their respective legal representatives, successors and assigns; provided that HCDRC may not assign this contract without COUNTY'S prior written consent.

15. Governing law. This contract shall be governed by and construed and interpreted in accordance with the laws of the State of Texas. This contract shall be enforceable in KIMBLE County, Texas and venue shall also lie in KIMBLE County, Texas.

16. Notices. Any notice or communication hereunder must be in writing, and may be given by registered or certified mail; if given by registered or certified mail, same shall be deemed to have been given and received when delivered to and received by the party to whom it is addressed. Such notices or communications shall be given to the parties hereto at the addresses set forth below. Any party hereto may at any time by giving ten (10) days written notice to the other party hereto designate any other address in substitution of the address given below to which such notice or communication shall be given.

17. Severability. If any term, covenant or condition of this contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract or the application of such term, covenant or condition to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant

or condition of this contract shall be valid and shall be enforced to the fullest extent permitted by law.

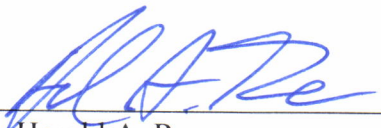
18. Relationship. The parties hereby agree that this contract is for the provision of the services described herein and hereby renounce the existence of any other relationship. In no event shall COUNTY have any obligation or liability whatsoever with respect to any debts, obligations or liabilities of HCDRC, and HCDRC shall have no authority to bind COUNTY to any contract, matter or obligation. No duties of COUNTY are delegated to HCDRC by this contract and any provision which is or may be held to be such a delegation shall be of no force or effort.

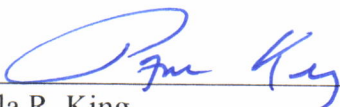
19. Modification and termination. This contract may be amended, modified, terminated or released only by written instrument executed by COUNTY and HCDRC, except as herein otherwise provided.

20. Total agreement. This contract is a total and complete integration of any and all undertakings existing between the parties hereto and supersedes any prior oral or written agreements, promises or representations between them. The headings of the various paragraphs of this contract are for convenience only, and shall not define, interpret, affect or prescribe the meaning and interpretation of the provisions of this contract.

**KIMBLE COUNTY**

**HCDRC**

By:   
Harold A. Rose  
KIMBLE County Judge

By:   
Pamela R. King  
President of the HCDRC Board

Date: 1/9/24

Date: 12/19/23

**NOTICES**

COUNTY:

HCDRC:

KIMBLE County Commissioners Court  
c/o KIMBLE County Judge  
Courthouse  
501 Main St.  
Junction, Texas 76849-4743

Ed Reaves  
Executive Director, HCDRC  
Downtown Executive Center  
327 Earl Garrett St., Suite 105  
Kerrville, Texas 78028-4500



**EXHIBIT A  
TO HCDRC CONTRACT**

**Hill Country Dispute Resolution Center, Inc.  
327 Earl Garrett, Suite 105, Kerrville, TX 78028  
830-792-5000 Toll Free 888-292-1502**

**PERFORMANCE REPORT  
CALENDAR YEAR 2022**

During the 2022 calendar year, the Hill Country Dispute Resolution Center (HCDRC) held a total of 108 mediations. Seventy-seven of those cases resulted in an agreement, which was a settlement rate of 71%, compared to 67% in 2021.

In August of 2022 the computer crashed that kept our mediation spreadsheet compiling which county was involved in each case, the nature of that case, and whether the case resulted in a settlement. Our computer experts were unable to recover anything on that hard drive, and even the backup failed.

To remedy that problem going forward, we bought a new computer and obtained the Carbonite Black backup service to provide daily backup of our computer data at a physical location off-site rather than in the cloud.

Since the pandemic started, Hazel Hurt, who is our Coordinator, and I have co-mediated almost all of our cases, and many were held on Zoom.

The HCDRC uses only trained mediators. During normal times, we utilize mediators from a variety of backgrounds including attorneys, retired judges, and highly qualified individuals from other professions. Cases may be held at the request of the parties, or by court referral.

Texas county clerk's offices have estimated that substantial savings can be achieved in the daily costs of litigation of those cases that are settled in mediation. An added bonus is that the parties are more satisfied with agreements that they helped to make and are less likely to come back to court later.

Successful mediation also helps to relieve overcrowding in our courts and can save the parties a great deal of anguish and expense.

Respectfully Submitted,

*J. Edward Reaves, Jr.*

J. Edward Reaves, Jr.

Executive Director

December 19, 2023

**Hill Country Dispute Resolution Center, Inc**  
**Profit & Loss Prev Year Comparison**  
 January through December 2022

	Jan - Dec 22	Jan - Dec 21	\$ Change
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Contributions Income</b>			
County Funding	50,577.72	48,582.00	1,995.72
Unrestricted	32.60	21.67	10.93
<b>Total Contributions Income</b>	50,610.32	48,603.67	2,006.65
<b>Interest Income</b>			
Savings	1.22	0.51	0.71
<b>Total Interest Income</b>	1.22	0.51	0.71
<b>Program Fees</b>			
Mediation	72,915.00	82,596.00	-9,681.00
<b>Total Program Fees</b>	72,915.00	82,596.00	-9,681.00
<b>Total Income</b>	123,526.54	131,200.18	-7,673.64
<b>Expense</b>			
<b>Advertising</b>			
Website Upkeep	475.00	385.00	90.00
<b>Total Advertising</b>	475.00	385.00	90.00
<b>Bank Service Charges</b>	786.11	1,123.05	-336.94
<b>Contract Labor</b>	600.00	0.00	600.00
<b>Copier Lease</b>	1,622.05	1,645.54	-23.49
<b>Depreciation Expense</b>	0.00	115.00	-115.00
<b>Dues and Subscriptions</b>	920.00	419.76	500.24
<b>Education &amp; Training</b>	589.43	665.00	-75.57
<b>Insurance</b>			
Liability Insurance	2,204.00	2,243.00	-39.00
Workmen's Compensation	482.00	720.00	-238.00
<b>Total Insurance</b>	2,686.00	2,963.00	-277.00
<b>Office Supplies</b>	4,174.26	3,467.17	707.09
<b>Payroll Expenses</b>			
Salary	84,758.45	116,458.53	-31,700.08
<b>Taxes Payroll</b>			
FICA	5,267.20	7,220.43	-1,953.23
Medicare	1,228.97	1,688.63	-459.66
<b>Total Taxes Payroll</b>	6,496.17	8,909.06	-2,412.89
Payroll Expenses - Other	0.00	-0.01	0.01
<b>Total Payroll Expenses</b>	91,254.62	125,367.58	-34,112.96
<b>Postage and Delivery</b>	102.28	85.45	16.83
<b>Professional Fees</b>			
Accounting	360.00	1,115.00	-755.00
<b>Total Professional Fees</b>	360.00	1,115.00	-755.00
<b>Rent</b>	14,976.00	14,976.00	0.00
<b>Repairs</b>			
Computer Repairs	917.00	168.00	749.00
Equipment Repairs	0.00	59.00	-59.00

# Hill Country Dispute Resolution Center, Inc

## Profit & Loss Prev Year Comparison

January through December 2022

	Jan - Dec 22	Jan - Dec 21	\$ Change
<b>Total Repairs</b>	917.00	227.00	690.00
<b>Telephone</b>	2,438.70	2,533.19	-94.49
<b>Travel &amp; Mediation Meals</b>			
<b>Meals</b>	2,006.38	1,851.64	154.74
<b>Travel</b>	1,720.31	60.95	1,659.36
<b>Total Travel &amp; Mediation Meals</b>	3,726.69	1,912.59	1,814.10
<b>Utilities</b>	96.24	84.36	11.88
<b>Total Expense</b>	125,724.38	157,084.69	-31,360.31
<b>Net Ordinary Income</b>	-2,197.84	-25,884.51	23,686.67
<b>Net Income</b>	<b>-2,197.84</b>	<b>-25,884.51</b>	<b>23,686.67</b>

**STATE OF TEXAS  
COUNTY OF TOM GREEN**

**Interlocal Cooperation Agreement  
Detention Expansion Project Services**

This Interlocal Cooperation Agreement for Secure Pre-Adjudication Detention Services (“Agreement”) is entered into by and between the [Kimble County] (“Sending County”), a political subdivision of the State of Texas, and the County of Tom Green, acting by and through its duly authorized representatives, the Commissioners’ Court of Tom Green County, Texas, (“Tom Green County”), a political subdivision of the State of Texas. This Agreement is entered into by the parties pursuant to authority granted under the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WHEREAS, the Texas Juvenile Justice Department (TJJD) has made Discretionary State Aid grant funding available to Tom Green County for the purpose of Detention Expansion Projects to increase the availability of pre-adjudication services to juvenile probation departments, with preference given to the rural areas of the West and Panhandle Regions of Texas; and

WHEREAS, Sending County is seeking secure pre-adjudication detention facility services for youth under its jurisdiction who are accused of having committed an offense and awaiting court action, an administrative hearing, or other transfer actions, and meet the criteria for detention under Texas Family Code 54.01(e)(1-5); and

WHEREAS, Tom Green County operates a juvenile detention facility, that has been duly inspected and certified as being suitable for the detention of children, and Tom Green County has the desire and ability to provide said services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the parties agree as follows:

**ARTICLE I  
PURPOSE**

1.01 The purpose of this Agreement is to provide secure pre-adjudication detention services for children under the jurisdiction of the Sending County who have, or are alleged to have, committed delinquent conduct or conduct indicating a need for supervision and have been taken into custody based on probable cause.

**ARTICLE II  
TERM**

2.01 The term of this Agreement will commence on **January 01, 2024** and end on **August 31, 2024**.

**ARTICLE III**

## PROVISION OF SERVICES

- 3.01 **Detention Services.** Tom Green County agrees to provide the following detention services, which shall be limited to children accused of delinquent conduct or conduct indicating a need for supervision. Services shall include:
- A safe and secure environment
  - 24-hour intake services
  - Mental health screening
  - Academic program
  - Routine medical care
  - Recreation program
  - Crisis counseling
- 3.02 **Basic Needs.** The Tom Green County Juvenile Detention Center shall provide basic services, including standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation to local appointments, school supplies, room, (rent, utilities, maintenance, telephone) and miscellaneous.
- 3.03 **Basic Medical Care.** Basic medical care up to and including first aid will be provided within the facility. All other dental, medical, mental health, psychological testing, and laboratory services will be billed to Sending County.
- 3.04 **Prescription Drugs.** Prescription drugs will be the responsibility of Sending County. Ten days prior to the depletion of a child's prescription medication, the Sending County's CJPO or supervising officer will be contacted for the child's prescription to be refilled. If a new supply is not received five working days prior to the depletion of the prescription, the Tom Green County Deputy Chief of Mental Health/Clinical Director will attempt to order the script and Sending County will be billed.
- 3.05 **Educational Services.** In accordance with §29.012(b)(1) of the Texas Public Education Code, as a condition of this contract for residential services, the Tom Green County Juvenile Detention Center shall notify the San Angelo Independent School District in which the school is located not later than the third day after the date a child is placed in detention.
- 3.06 **Injury & Illness.** If a child in the Tom Green County Juvenile Detention Center becomes seriously ill or is involved in a serious accident, the Tom Green County Juvenile Detention Center staff will ensure that the Sending County and child's guardians are notified. Attempts will be made to notify the probation officer and guardians immediately. If emergency examination, treatment, or hospitalization outside the Tom Green County Juvenile Detention Center is required for a child placed in the Tom Green County Juvenile Detention Center by Sending County, the Administration Staff of the Tom Green County Juvenile Detention Center is authorized to secure such examination, treatment, or hospitalization at a local medical facility at the expense of Sending County which will be billed for the same.

## ARTICLE IV

## COMPENSATION

- 4.01 **Payment Rate.** Payment for services provided under this Agreement shall be made from state grant funds maintained and designated for this purpose by TJJD. Said funding will: 1) compensate Tom Green County for the services performed under this Agreement; and 2) be made from current funding available to the TJJD. It is understood and agreed by the parties that this Agreement is funded with state appropriated grant funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
- 4.02 **Unavailability of State Grant Funds.** In the event grant funds are no longer available or appropriated by the Texas Legislature, Sending County shall remove all youth under their jurisdiction served via the Detention Expansion Project from the Tom Green County juvenile detention facility. Sending County may request youth be transferred to a Tom Green County general contract bed, if available, at the daily rate of \$145.
- 4.03 **Additional Costs.** Sending County will reimburse Tom Green County for any additional expenses for medical, dental, psychological, medications and/or other related costs as needed. Services, which are not directly addressed by this agreement, must be submitted for approval for reimbursement from Sending County. Sending County understands that a child placed in a secure correctional facility is no longer eligible to receive Medicaid; therefore, Medicaid cannot be charged for residents medical, dental, psychological or medication needs. The administrator shall notify Sending County of such an emergency within twenty-four hours of its occurrence.
- 4.04 **Furloughs.** Tom Green County recognizes that time away from the Tom Green County Juvenile Detention Center may be necessary for situations such as hospitalization or pre-planned visits to placement facilities. Tom Green County may retain space for the child's pending return up to 5 days. Except in an emergency, or upon expiration of a court order, Tom Green County will not release a child to any person other than an agent for Sending County without express consent of Sending County. Any furlough will only be granted with prior approval of the Judge of Juvenile Court, or Court's designated representative in Sending County.
- 4.05 **Refund & Repayment.** In the event of overpayment of funds or termination as described in Article XIV, Tom Green County shall refund any amount due to Sending County within 30 days.

## ARTICLE V TERMS OF STAY

- 5.01 **Availability.** Sending County plans to utilize the Tom Green County Juvenile Detention Center on an "as space and PREA staff-to-child ratio is available" basis and understands that acceptance of children into the facility will be determined by space and PREA staff-to-child ratio availability. In the event overcrowding or lack of PREA staff-to-child ratio exists in the facility, Tom Green County retains the right to require Sending County to remove children from the facility.
- 5.02 **Acceptance.** The Tom Green County Juvenile Detention Center is giving preference to providing detention services to youth in the West and Panhandle Regions, but is under no obligation to

accept a child who is deemed inappropriate for detention by the Administration Staff of the Tom Green County Juvenile Justice Center.

- 5.03 **Required Admission Packet.** Sending County agrees to provide Tom Green County with a completed Admission Packet which includes a signed medical and medication authorization form for each child. This form is required to be signed by a parent or legal guardian of the child.
- 5.04 **Custody.** It is understood and agreed by the parties hereto that children placed in the facility under the proper orders of the Juvenile Court of Sending County shall be maintained therein except that the staff of the facility may take the children under supervision from the facility for medical treatment or other required local services.
- 5.05 **Orders of Detention.** It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the Tom Green County Juvenile Detention Center shall be removed by Sending County, its agents, servants, or employees at the conclusion of the ten (10) day period and authorized by the Court Order issued by the Judge of the Juvenile Court of Sending County; unless a new Order has been issued authorizing continued detention, and a copy of such Order has been delivered to the detention facility, or unless a waiver of ten (10) days hearing has been executed and a signed copy of the waiver is delivered to the facility. A copy of the Order issued pursuant to waiver shall be furnished promptly to the Tom Green County Juvenile Detention Center.
- 5.06 **Administrative Removal from Facility.** Tom Green County reserves the right to discharge a child from pre-adjudication care at the juvenile detention center at its sole discretion and for any reason whatsoever. If the child is discharged, Sending County must send an authorized person or agency to pick up the child promptly within 24 hours, excluding weekends and holidays. Tom Green County will only release a child to a person or agency specifically designated by an authorized agent of Sending County. For each day child remains in the detention facility beyond the initial 24-hour period, Sending County will pay the per diem rate set forth in Addendum A.
- 5.07 **Counties Without Facilities.** For a county or department that does not operate a secure pre-adjudication facility, the ten (10) day period described in 5.05 above shall be extended to fifteen (15) days.
- 5.08 **Orders of Release.** It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facility shall not be removed prior to the conclusion of the Court Order except to the Probation Officer or as defined in 4.04, without delivery of an Order for Release signed by the Judge of the Juvenile Court of Sending County.
- 5.09 **Operational Authority.** It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Sending County, its agents, servants, or employees in any way to manage, control, direct, or instruct Tom Green County, its servants, or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facility. However, it is also understood that the Juvenile Court of Sending County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Juvenile Justice Code 51.12.

- 5.10 **Unauthorized Departure.** If a child makes an unauthorized departure from the Tom Green County Juvenile Detention Center, Sending County shall be notified immediately. If a child makes an unauthorized departure from an agent of Sending County, while in detention at the Tom Green County Juvenile Detention Center, the Tom Green County Juvenile Detention Center will be notified as soon as possible.
- 5.11 **Mental Health Commitments.** If a child is accepted by the Tom Green County Juvenile Detention Center from Sending County and the Administrative Staff has reason to believe that such child is mentally ill or suicidal, and has need of a mental health assessment, then the administrative staff shall notify Sending County, who shall then arrange for the child to be evaluated by a mental health professional. If the assessment determines that the child is in need of immediate mental health services and inappropriate for detention at the Tom Green County Juvenile Detention Center, Sending County may institute mental commitment proceedings. The Tom Green County Juvenile Detention Center may, based on their discretion, receive the child back into its custody, if such assessment does not indicate that the child is in need of immediate mental health services, or if the child is not committed to a mental health facility.

**ARTICLE VI**  
**EVALUATION CRITERIA**

- 6.01 Tom Green County will report on an annual basis as to the output and outcome measures listed below. The performance of Tom Green County in achieving the goals of this Agreement will be evaluated on the basis of the output and outcome measures contained in this section.
- A. **Goals.** Tom Green County's performance under this Agreement will be evaluated according to the following specific performance goals:
1. Ensure that each child is provided with a safe and secure environment.
  2. Ensure that each child's basic educational, medical, dental, and mental health needs are met.
- B. **Outputs.** Tom Green County's performance under this Agreement will be evaluated according to the following output measures:
1. The number of children who were placed at the Tom Green County Juvenile Detention Center during the monitoring period.
  2. The number of children who had no confirmed instances of abuse, neglect, or exploitation during their stay.
  3. The number of children who were provided with appropriate educational, medical, dental, and mental health (as needed) services.
- C. **Outcomes.** Sending County will further evaluate Tom Green County by the following outcome measures:
1. Percentage of children who had no confirmed instances of abuse, neglect, or exploitation during their stay.
  2. Percentage of children who were provided with appropriate educational, medical, dental, and mental health (as needed) services.

**ARTICLE VII**



## ACCOUNTING, REPORTING, & AUDITING

- 7.01 Eligible to Receive State Funds. The Tom Green County Juvenile Justice Center is owned and operated solely by Tom Green County and therefore exempt from certifying its eligibility to receive state funds.
- 7.02 Acceptance of State Funds. Tom Green County understands that acceptance of state funds, whether whole or in part, under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Tom Green County further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested.
- 7.03 Generally Accepted Accounting Principles ("G.A.A.P."). Tom Green County acknowledges that state funds may be used to pay for services rendered to under this Agreement. For this reason, Tom Green County will account separately for the receipt and expenditure of all funds received from Sending County, the State of Texas, or any federal program, and will adhere to G.A.A.P. in the accounting, reporting, and auditing of such funds.
- 7.04 Examination & Evaluation. Tom Green County will permit Sending County to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically. This examination and evaluation of the program may include site visitation (announced and unannounced), observation of programs in operation, desk auditing, and interview Tom Green County Administrative Staff and other individuals when deemed necessary.
- 7.05 Requests for Information. Tom Green County will comply in a timely and complete manner with all of Sending County's requests for information as a part of the monitoring, auditing, or investigatory process, including financial information, records, and documents related to evaluating costs of services provided for under this Agreement. When requested by Sending County, Tom Green County shall timely submit any files or records relating to services provided for under this Agreement to Sending County or its authorized designee as a part of the monitoring, auditing, or investigatory process.
- 7.06 Records Retention. Tom Green County will retain and make available to Sending County all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved.
- 7.07 Liability. Except with respect to defaults of subcontractors, Tom Green County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Tom Green County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Tom Green County shall not be liable for any excess costs for failure to perform.

## ARTICLE VIII

## REPRESENTATIONS

- 8.01 Authority to Contract. Tom Green County states that it has all necessary right, title, license, and authority to enter into this Agreement.
- 8.02 Qualified to do Business. Tom Green County states that it is qualified to do business in the State of Texas; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tom Green, or any political subdivision thereof.
- 8.03 State Comptroller. Tom Green County states that it maintains good standing with the State Comptroller of Public Accounts and is not on vendor hold status.
- 8.04 Licensed. Tom Green County states that it holds all necessary licenses and staff certifications to provide the type(s) of services being provided for under this Agreement.
- 8.05 Legal Compliance. Tom Green County will adhere to all federal, state, county and city laws, ordinances, regulations, and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Agreement.
- 8.06 Assignment. Tom Green County will not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Sending County.
- 8.07 Notice of Suit. Tom Green County will notify Sending County within five (5) days of receiving notice if any of Tom Green County's employees, volunteers, and other individuals acting under the auspices of Tom Green County is named as a party in a civil lawsuit or criminal proceeding if the lawsuit relates to services provided under this Agreement.
- 8.08 Health & Safety of Youth. Tom Green County will ensure that all its programs, services, and facilities provide adequate health and safety protections, procedures, and policies for all youth being serviced.
- 8.09 TJJJ Guidelines. The Tom Green County Juvenile Justice Center will be operated in accordance with standards promulgated by the Texas Juvenile Justice Department.
- 8.10 Confidentiality. Tom Green County will maintain strict confidentiality of all information and records relating to all children under the supervision of Sending County and will not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.
- 8.11 Judicial Proceedings or Hearings. Tom Green County will cooperate with and testify in any formal, informal, administrative, or judicial proceeding or hearing regarding any matter Sending County considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits, or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

- 8.12 Boycott Israel. Tom Green County has not and will not boycott Israel during the term of this Agreement. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 8.13 Officials Not to Benefit. No officer, member or employee of Tom Green County and no member of its governing body, and no other public official of the governing body of the locality or localities in which the program is situated or being carried out, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this program, shall participate in any decision relating to this Agreement which effects his personal interest or have any personal or pecuniary interest, direct or indirect in this Agreement or the proceeds thereof.
- 8.14 Foreign Terrorist Organizations. Tom Green County affirms that it is not engaged in business with Iran, Sudan, or foreign terrorist organizations or is listed on the Comptroller’s list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization under Texas Government Code 2252, Subchapter F
- 8.15 Federal Funds. Tom Green County has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. **(Federally Funded Grants)**
- 8.16 Energy Efficiency. Tom Green County will adhere to the 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 (Pub. L. 94-163, 89 Stat. 871). **(Federally Funded Grants)**
- 8.17 Clean Air Act. Tom Green County will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42.U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). **(Federally Funded Grants > \$150K / year)**

ARTICLE IX  
LAW & VENUE

- 9.01 Law & Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any litigation arising from this Agreement must be in Tom Green County, Texas.
- 9.02 Validity. In the event any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

- 9.03 Texas Tort Claims Act. Sending County and Tom Green County acknowledge that they are political subdivisions of the State of Texas and that they are subject to and will comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury, or death.

**ARTICLE X**  
**EQUAL OPPORTUNITY**

- 10.01 Non-Discrimination. Tom Green County will respect and protect the civil and legal rights of all employees, children, and their parents in compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990, and all amendments to each, and all requirements imposed by the regulations pursuant to these acts. It will not unlawfully discriminate against any employee, prospective employee, child, parent/legal guardian/custodian on the basis of age, race, color, sex, religion, disability, national origin, or other legally protected categories, classes, or characteristics.
- 10.02 HIV/AIDS Guidelines. In accordance with Subtitle D, Title 2, Health and Safety Code, Chapter 85, Section 85.113 and 85.115, Tom Green County will adopt and implement workplace and confidentiality guidelines concerning persons with AIDS and HIV infection and related medical information. Tom Green County guidelines shall be consistent with guidelines published by the Texas Department of Health, and all other applicable regulations, policies, and procedures.

**ARTICLE XI**  
**PREA & DUTY TO REPORT**

- 11.01 Prison Rape Elimination Act. Pursuant to 28 CFR, Part 115, Section 115.13 (Standards for Juvenile Facilities), Tom Green County, if providing services in a secure correctional facility under this Agreement, shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape Under the Prison Rape Elimination Act. At least once during the three-year period beginning on August 22, 2016, and at least once during each three-year period thereafter, Tom Green County shall ensure that the facility under its operational control is audited for compliance with PREA and shall make said audit results available to Sending County upon request.
- 11.02 Duty to Report. Tom Green County and all its employees, volunteers, or other individuals will report any incident or allegation of any incident of abuse, neglect, exploitation, death, or other serious incident involving a child as required by the facility's licensing authority, and in accordance with the reporting requirements of Texas Family Code §261.101. For the duration of a child's placement at the Tom Green County Juvenile Detention Center, Tom Green County will immediately notify the Juvenile Department of Sending County of any incident of serious abuse, neglect, exploitation, death, or other serious incident involving any child at the Tom Green County Juvenile Detention Center.

**ARTICLE XII**  
**SANCTIONS & PENALTIES**

- 12.01 Based on information from monitoring or other verifiable sources, Sending County may terminate this contract for the reasons set forth in Article XIV or take actions including but not limited to: imposition of recommendations from an audit or investigation, removal of all Sending County children currently in the program, and/or cessation of placement.
- 12.02 Tom Green County acknowledges that a default or an event of default as defined in Article XIII herein may result in payment being withheld or permanently suspended in whole or in part, and that Tom Green County may become ineligible to enter into future agreements with Sending County.

**ARTICLE XIII**  
**DEFAULT**

- 13.01 Tom Green County defaults by:
- A. Failing to comply with any federal or state law, administrative rule, or regulation applicable to the services provided herein;
  - B. Failing to perform its duties and responsibilities in accordance with the terms and conditions of this Agreement; or
  - C. Failing to achieve the defined goals and outcomes contained herein.
- 13.02 An event of default will occur when, after receiving notice of default by Sending County, Tom Green County does not cure such default within a period of ten (10) days (or such extension as authorized by Sending County in writing).

**ARTICLE XIV**  
**TERMINATION**

- 14.01 This Agreement may be terminated:
- A. Upon an event of default as defined in Article XIII herein;
  - B. Upon 10 days' written notice by either party, to the other party; or
  - C. At any time by mutual agreement in a writing signed by both parties.
- 14.02 Termination of the child's detention with the Tom Green County Juvenile Detention Center shall occur only after notifying Sending County of the causes and with sufficient lead-time of at least two (2) days to allow alternate detention.

**ARTICLE XV**  
**ADDITIONAL TERMS**

- 15.01 To the extent, if any, that any provision in this contract is in conflict with TEXAS GOVERNMENT CODE §552.001 *et seq.*, as amended (the "Open Records Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Sending County, its officers and

employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any data, or any part thereof, or other items or data furnished to Sending County whether or not the same are available to the public. It is further understood that Sending County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Sending County, its officers and employees shall have no liability or obligations to Tom Green County for the disclosure to the public, or to any person or persons, of any date, or a part thereof, or other items or data furnished to Sending County by Tom Green County in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

- 15.02 Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, TEXAS CIVIL PRACTICE AND REMEDIES CODE §16.070, as amended, and any provision to the contrary is hereby deleted.
- 15.03 The parties agree that under the Constitution and laws of the State of Texas, Sending County cannot enter into an Agreement whereby Sending County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted. Article XI § 7; Tex. Att’y Gen. Op. DM-467; Tex. Att’y Gen. Op. GA-0176.
- 15.04 Sending County shall be responsible for the acts or failure to act of its employees, agents or servants, provided, however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.
- 15.05 Tom Green County shall not assign this contract unless Tom Green County receives the prior written consent of Sending County. Any assignment of this contract by Tom Green County shall be made subject to all the rights and interests of Sending County.
- 15.06 Payment for goods and services under this contract shall comply with Chapter 2251 of the TEXAS GOVERNMENT CODE, also known as the Texas Prompt Payment Act.
- 15.07 The relationship between the Parties is solely that of independent contractors and nothing in this contract shall be construed or deemed to create any other relationship including one of employment, agency, or joint venture.
- 15.08 In no event, shall any payment made by Sending County, or any act or omission of the Sending County constitute or be construed in any way to be a waiver by the Sending County of any breach or default of this Agreement. Neither shall any payment, act or omission in any manner impair or prejudice any right, power, privilege, or remedy available to the Sending County to enforce its rights, as such rights, powers, privileges, and remedies are specifically preserved. No employee or agent of the Sending County may waive the effect of this provision.
- 15.09 This Agreement is expressly made subject to Sending County’s Sovereign Immunity, Title 5 – Governmental Liability of the TEXAS CIVIL PRACTICE AND REMEDIES CODE. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Tom Green, Texas.

- 15.10 This Agreement is expressly subject to and contingent upon formal approval by the Sending County Juvenile Board or authorized designee.
- 15.11 Neither party shall be deemed to have breached any provision of this contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond any party's control. The parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.

ARTICLE XVI  
EXECUTION

Each person signing this Agreement warrants that he or she has power and authority to bind the party for which he or she signs to all terms and conditions of this Agreement.

ON January 9, 2029 FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

**TOM GREEN COUNTY JUVENILE  
PROBATION DEPARTMENT**

\_\_\_\_\_  
**LANE CARTER, JUDGE**  
County Judge and Presiding Officer  
Of Tom Green County, Texas  
Commissioners' Court

**KIMBLE COUNTY**

  
\_\_\_\_\_  
**HAL ROSE**  
Juvenile Judge  
Kimble County

—  
\_\_\_\_\_  
**MONICA Y. SCHNIERS**  
Chief Juvenile Probation Officer  
Tom Green County

*Interlocal Cooperation Agreement*  
*Detention Expansion Project Services*

**ADDENDUM A**

ADMINISTRATIVE REMOVAL FROM FACILITY

POST 24-HOUR PER DIEM RATE

**TOM GREEN COUNTY JUVENILE DETENTION CENTER**

Per Diem Rate	\$500
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COUNTY OF KIMBLE §  
STATE OF TEXAS §

**ORDER AMENDING BUDGET FOR 2023**

**WHEREAS**, Section 111.010(c) of the Texas Local Government Code provides that the commissioners court of a county, by order, may amend the budget to transfer an amount budgeted for one item to another budgeted item without authorizing an emergency expenditure; and,

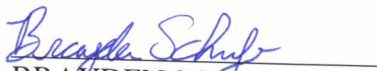

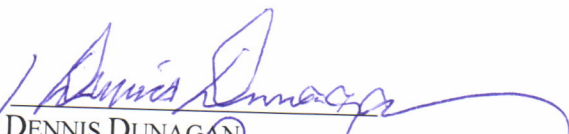
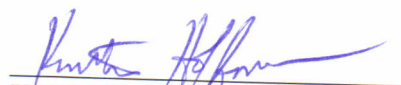
**WHEREAS**, the Kimble County Commissioners Court has received revenues and made expenditures in the period since the last Commissioners Court meeting and during this meeting that may require amendment of the 2023 budget and/or 2024 budget.

**BE IT THEREFORE ORDERED** that the 2023 and/or 2024 budget, as appropriate, is hereby amended to conform to revenues and expenditures authorized and approved by the Court in this meeting.

ORDERED this the 9<sup>th</sup> day of January, 2024.



HAL A. ROSE  
COUNTY JUDGE

  
BRAYDEN SCHULZE  
COMMISSIONER PCT. 1  
KELLY SIMON  
COMMISSIONER PCT. 2  
DENNIS DUNAGAN  
COMMISSIONER PCT. 3  
KENNETH HOFFMAN  
COMMISSIONER PCT. 4

ATTEST:

  
KAREN PAGE, County Clerk