



November 24, 2015

Judge Stephen Floyd
Tom Green County
122 W. Beauregard
San Angelo, TX 76903

Re: **HTx Grant #2016-4955**
Hank and Friends Reading Rodeo
HTx Outright: \$2,247

NEH Matching: \$1,225

Dear Judge Floyd:

The Board of Directors of Humanities Texas recently reviewed grant applications, including your proposal. I am pleased to inform you that your organization has been awarded outright and matching grants with a combined total of \$3,472.

\$1,225 of your award has been drawn from National Endowment for the Humanities matching funds, which are awarded on a one-to-two basis; that is, \$1 will be awarded for every \$2 raised from third-party, non-federal sources. Please be aware that NEH matching funds are only awarded on a first-come, first-served basis during each fiscal year. We encourage you to submit gift information as soon as possible. Please also note that the NEH requires that recipients of these matching funds inform donors that their contributions have been matched on a 2:1 basis by the NEH. For more information, please review the overview of the gifts and matching program included in this mailing.

Please have the appropriate officials sign both copies of the grant agreement form, and return one original to us within fifteen days. Once we receive the signed grant agreement and the documentation of your matching award, your first payment will be issued soon after. No expenses may be incurred prior to the date of the actual award.

All forms required for the grant's administration are available on our website. Please see the attached sheet for a summary of these forms and how to use them. If you are not able to download any or all of these forms, please contact the Humanities Texas office, and we will mail them to you.

Please have the project director complete and return the project information form (available online) within two weeks. This information will be used to produce a calendar of grant-funded events for our organization's publications and *Humanities* magazine. You can use the grant adjustment form (available online) to notify us in writing of any changes in dates, times, or program participants well in advance of the event.

MICHAEL L. GILLETTE
Executive Director

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Please note that all publicity and printed or visual materials related to the project must specify the following: "This program is made possible in part by a grant from Humanities Texas, the state affiliate of the National Endowment for the Humanities."

In addition, the Humanities Texas logo is available in multiple file formats from the grants section of our website. We encourage you and your colleagues to include our logo in any print or online materials produced for this project.

We appreciate the time and effort your organization will devote to this humanities project and hope it will be productive and beneficial for everyone involved. Should you have any questions, please contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael L. Gillette", with a horizontal line extending to the right.

Michael L. Gillette
Executive Director

Enclosure

cc: Sally Meyers
Nathan Craddock

HUMANITIES TEXAS MAJOR GRANT AGREEMENT

The Tom Green County (Grantee), hereby accepts a grant in the amount of \$3,472.00 for Project # 2016-4955 which is entitled Hank and Friends Reading Rodeo (Family Reading Program) from Humanities Texas (hereinafter called HTx). The grantee agrees to provide cost-sharing in the amount of \$11,481.00, either in cash and/or in kind, for the above project. The grant period will extend from 2/1/2016 to 4/30/2016 .

The grantee agrees to administer the project in compliance with the following:

A. Cost Principles

1. The award is contingent upon the availability of funds from the National Endowment for the Humanities.
2. Only those costs set forth in the project budget, as approved by HTx and attached to this agreement, will be charged to this grant.
3. No funds from this grant will be used to pay indirect costs, commonly referred to as overhead.
4. No funds from this grant will be used to pay costs of alcoholic beverages. No funds from this grant will be used to pay for food, except in reimbursement of legitimate travel expenses.
5. Necessary travel expenses will be allowed at a rate not to exceed the current rate listed on the U.S. General Services Administration website at www.gsa.gov for privately owned automobiles and/or \$135 daily expenses for food and lodging. Air travel is allowable at economy or coach rates.
6. No funds from this grant will be used for construction, restoration, equipment purchases, entertainment, social amenities, or on direct political action or planning for direct political actions.
7. HTx is authorized to receive gifts on behalf of grantees under the Gifts and Matching Provisions of the National Endowment for the Humanities.

B. Grant Accounting, Records, and Reports

- 1a. The grantee agrees to maintain records and accounts consistent with generally accepted accounting principles and to provide for such fiscal control as is necessary to assure proper disbursing of, and accounting for, project funds.
- 1b. The grantee certifies that accounts and supporting documentation relating to project expenditures and income will be adequate to permit an accurate and expeditious audit. An audit may be made by HTx, by its designated representative, or by the General Accounting Office of the United States government.
- 1c. The grantee will maintain records and accounts for this project for a period of not less than three years after HTx accepts its final project report.
2. The grantee agrees to maintain records to demonstrate that cost-sharing contributions are not less than the amount indicated above or any revision thereof which is approved in writing by HTx. The grantee further agrees to secure reasonable written proof of the value of these contributions to the project and to maintain such proof in a form that will permit an accurate and expeditious audit.
3. The Budget Summary accompanying this Grant Agreement is considered a part of the agreement.
4. Within ninety days of the termination of the grant period, unless further time is granted by HTx in writing, closing materials are to be submitted to HTx. These materials must include one completed copy of the Final Expenditures and Cash Request form; two completed copies of the Major Grant Final Evaluation Report, and two copies of all publications and/or media projects resulting from the project.

C. Limitations on the Use of Grant Funds

1. Grant funds must be obligated during the grant period. Obligations outstanding as of the official termination date shall be liquidated within thirty days thereafter.
2. Grant funds may only be used for project purposes and activities as set forth in the proposal and budget originally approved by HTx or as subsequently amended and approved in writing by HTx. Written requests for amendments must be submitted and approved prior to significant revisions of the following:

- a. Changes of project scope, purpose, activities, dates and times, or principal participants.
 - b. Changes in the project director or other professional personnel identified in the approved proposal.
 - c. Changes in the project budget which exceed ten percent in any line item, or which eliminate additional or introduce categories of expenditures.
 - d. Changes in duration of the grant period. Such changes must be requested at least 30 days prior to the termination of the grant period.
3. Any funds received that remain uncommitted at the termination of the grant period must be returned with the final financial report by check payable to Humanities Texas.
 4. All HTx funds, or properties acquired with HTx funds, that are determined after audit and hearing to have been improperly applied must be returned to HTx.

D. Project Income

1. Grant funds may not be deposited or invested for the purposes of earning interest.
2. Revenue resulting from meals, materials, or sources other than HTx must be applied to the cost of the project and should be reported as "cost-sharing" on the budget form.
3. Any net income earned through project-related activities, including the sale or rental of publications, videotapes, slides, photographic materials, and films, shall be applied to the expenses of the project, deducted from the amount of the grant, or used to reimburse HTx for grant funds previously received. The percentage of net income due to HTx shall equal the percentage of HTx contribution to the total project budget that has been approved by HTx. This provision shall be in effect until HTx grant funds are repaid or until after a period of five years has lapsed since HTx's acceptance of the grantee's final project report.
4. All monies due HTx and any interest earned on these monies must be forwarded to HTx no later than November 30th of each calendar year for income received during the preceding twelve-month period.

E. Collection and Use of Information

1. In cases where the grantee collects information from the public (as by interview or questionnaire) in connection with a project funded through this grant, he or she may not represent or imply that the information is being collected by or for a federal agency.
2. For projects involving public policy or controversial issues, the following disclaimer must be included in all printed programs, brochures, public reports, films, slide programs, photographic materials, and audio and video recordings, or announced at the public program: "Any views, findings, conclusions, or recommendations expressed in this [publication, program, exhibition, website] do not necessarily represent those of Humanities Texas or the National Endowment for the Humanities."
3. For the purposes of this agreement, the term "media product" shall refer to all media materials produced in the course of HTx grant-funded projects. Such materials include, but are not limited, to: films, videotapes, DVDs, online resources, audio/slide presentations, audio programs, photographic materials, and printed materials suitable for further programming in the humanities.
4. COPYRIGHT: All media products shall be owned by the grantee and must be copyrighted by the grantee or the originator of the material. However, the United States government and HTx reserve non-exclusive license to use and reproduce, without payment, any publishable matter and/or media product, including copyrighted matter, arising out of grant-funded activities. This reservation includes any speech, talk, discussion, etc. that is in any way part of the programs covered by this agreement and includes the right to use media products online and on non-commercial cable television.
5. The grantee receiving permission for any replication of materials or media products in any form under this agreement and the project director are jointly and severally responsible for insuring that:
 - a. All necessary releases and clearances for the use or publication of speeches, talks, and/or other items involved are obtained from the program speakers, participants, and others involved in the grant project;
 - b. The integrity of the grant program from which the publications and/or media products are produced is preserved and that the materials will not be used in a manner inconsistent with the original objective nature and intent of the grant program; and

c. No portion of the products produced with grant funds from HTx may be duplicated or used independently of the entire product without the written approval of the grantee and HTx.

F. Acknowledgement of Support and Disclaimer

1. All publicity releases, informational brochures, printed programs, and public reports pertaining to the approved grant, as well as all films, slide programs, photographic materials, and audio and video recordings produced under a HTx grant, must include acknowledgement of HTx and NEH support, using the following wording: "THIS PROGRAM IS MADE POSSIBLE IN PART BY A GRANT FROM HUMANITIES TEXAS, THE STATE AFFILIATE OF THE NATIONAL ENDOWMENT FOR THE HUMANITIES." (Also see item E2)

2. The grantee hereby agrees to publicize the project thoroughly in accordance with the plan set forth in the proposal and utilizing suggestions provided by HTx.

G. Eligibility and Nonprofit Status

The grantee certifies that it is constituted for nonprofit purposes and is a private nonprofit organization; an institution of higher education; a state or local governmental entity; a federally recognized Indian tribal government; or an institution of the federal government. If the grantee is a tax-exempt organization under Section 501(c) of the Internal Revenue Code, a copy of the IRS determination must be submitted to HTx with the signed copy of this agreement unless it has been previously submitted.

H. Modifications

No person other than the Executive Director of HTx is authorized to modify any of the terms of this agreement. HTx shall not be liable for any costs incurred by the grantee that are not in conformance with the terms of this agreement.

I. Conditions of the Grant

1. In making this grant HTx does not assume any liability or responsibility for the actions of the grantee in carrying out the purposes of the grant. The grantee shall be responsible for taking appropriate action concerning, and agrees that HTx shall not be responsible for, legal action arising out of the actions of the grantee in carrying out the grant.

2. The grantee agrees that it will not assign its right or obligations under this grant agreement without the written permission of HTx. In the event that such rights are transferred to any other party, the terms of this agreement will remain in effect.

J. General Provisions

The proposal submitted by the grantee, as amended and approved by HTx, is considered a part of this agreement.

K. Non-Compliance

Failure of the grantee to comply promptly with any and all provisions of this grant agreement shall be deemed sufficient cause for it to be terminated. Such termination shall be effective upon receipt by the grantee of written notice from HTx.

L. Non-Discrimination Agreement

It is understood and agreed that any funds granted as a result of this request are to be used for the purposes set forth herein. The undersigned assure Humanities Texas that the conduct of this project will be in compliance with the grant provisions set forth by the National Foundation on the Arts and Humanities Act of 1965 (as amended) and the policies of Humanities Texas. The sponsor certifies that it is a nonprofit organization and assures Humanities Texas that this project will be conducted in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990.

M. Statement of Certification

STATEMENT OF CERTIFICATION: The applicant institution or organization hereby certifies to the best of its knowledge and belief that it and its principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have not within a three-year period preceding the submittal date of this grant application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) have not within a three-year period preceding the submittal of this grant application had one or more public transactions (federal, state, or local) terminated for cause or default.

N. Payment and Reporting Terms

HTx will provide outright funds of up to \$2,247 and \$1,225 in NEH matching funds for all qualifying third-party gifts of up to \$2,450 as follows:

- 90% (\$2,022.00) and (\$1,103.00) due upon HTx receipt of signed Grant Agreement and qualifying gifts totaling \$2,206.00.
- The balance (\$347.00) due upon HTx receipt and approval of final expenditures and evaluation reports and qualifying gifts totaling \$244.00.

For qualifying third-party funds, send HTx a copy of the following information: 1) the donor's gift letter, 2) gift agreements (if any), and 3) the donor check. The following information should be conveyed: the names of the donor and recipient, the amount of the gift that is being conveyed, and whether or not all or a portion of the gift is given for a specific purpose or may be used at the discretion of the sponsoring organization. Both the gift and the federal match must be used for project purposes within the grant period.

All Grantees must submit a Major Grant Final Evaluation Report and Final Expenditures and Cash Request Form no later than ninety (90) days after the end of the grant period.

Federal Funds are being awarded under a program identified as 45.129 in the Catalogue of Federal Domestic Assistance. The award is subject to the audit requirements of either OMB Circular A-133 or A-128 (for governmental entities).

HUMANITIES TEXAS

1410 Rio Grande Street
Austin, Texas 78701
Tel. 512.440.1991 Fax 512.440.0115



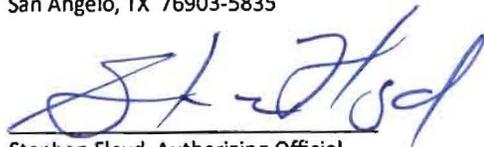
Michael L. Gillette, Executive Director

Nov 24, 2015

Date

GRANTEE

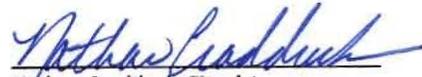
Tom Green County
124 W Beauregard Ave
San Angelo, TX 76903-5835



Stephen Floyd, Authorizing Official

12-22-15

Date



Nathan Craddock, Fiscal Agent

12/22/15

Date



ADMINISTERING YOUR HUMANITIES TEXAS MAJOR GRANT

All forms required for the grant's administration are available on our website at the following address: <http://www.humanitiestexas.org/grants/forms/>. If you are not able to download any or all of these forms, please contact the Humanities Texas office, and we will mail them to you.

- Review the **financial procedures overview**, provided on the following pages, to familiarize yourself with the procedures Humanities Texas follows when awarding major grants (i.e., community project and media grants).
- Review the **grant agreement**, paying close attention to the grant period (listed in the first paragraph) and the payment and reporting terms (on the final page). Confirm that all expenditures listed in your **approved budget** (including both cash and in kind) occur within the grant period. If they do not, contact Humanities Texas staff immediately.
- If Humanities Texas has awarded your project NEH matching funds, please follow the instructions in the document titled **administering a grant awarded with NEH matching funds** when submitting documentation regarding the outside funds you've raised.
- Have the project's Authorizing Official and Fiscal Agent sign the **grant agreement** and return ONE COPY to Humanities Texas within fifteen days of receipt. Keep the other copy for your records. Once HTx receives the signed grant agreement, we will issue payment within three weeks.
- Have the project director complete and return the **project information form** within two weeks. This information will be used to produce a calendar of grant-funded events for our organization's publications and NEH's *Humanities* magazine.
- Use the **grant adjustment request form** to notify us in writing of any changes in dates, times, or program participants well in advance of the event. Significant changes to the project or the budget require prior approval by HTx staff. See item C(2) of the **grant agreement**.
- Use the **revised budget summary form** to submit proposed changes in your project budget.
- We encourage you to invite your organization's U.S. Representative, State Senator, and State Representative to your event. You can find your federal and state representatives online at <http://www.fyi.legis.state.tx.us/>.
- Review the **note on ADA legislation and labor practices** to ensure that your project is in compliance with federal law.
- Complete and submit both the **final expenditures and cash request form** and the **final report form** to Humanities Texas within ninety days of the termination of your grant period.

FINANCIAL PROCEDURES FOR RECIPIENTS OF MAJOR GRANTS

Major grants include Community Project Grants and Media Grants.

The financial management of each major grant is the responsibility of the grantee. Though the grantee's system of accounting does not have to be elaborate, it should (1) provide a method of depositing and disbursing funds for the purpose(s) outlined in the approved grant application and (2) provide a record that can be easily audited. The system of accounting employed by the grantee should be in accordance with generally accepted accounting principles, which must be applied in a consistent manner so that all project expenditures and in-kind contributions can be clearly identified. It should also be in accordance with the terms and conditions of the Grant Agreement.

If you have any questions regarding the financial procedures, please contact Deputy Director Yvonne González at (512) 440-1991 ext. 124 or ygonzalez@humanitiestexas.org.

PAYMENTS

Disbursements of community project or media grant funds from Humanities Texas (HTx) to sponsoring organizations will be made in two payments. The first payment will be made once your signed Grant Agreement is received and the grant period has begun. Please allow up to three weeks for the release of your initial payment. No payments can be issued until the signed Grant Agreement is received. HTx will generally disburse 90% of grant funds in the first payment and pay the balance of grant funds due upon receipt of the Final Expenditures and Project Evaluation reports.

The payment schedule for your project is listed under Item N in the Grant Agreement. It is the responsibility of the sponsoring organization to make the necessary request and/or provide the required reports to obtain payments. Please remember that, once HTx has received the project final report, it normally takes four to six weeks to process the final cash request and mail the check to your organization.

Humanities Texas awards federal funds identified as either 45.129, 45.149 or 45.168 in the Catalogue of Federal Domestic Assistance. Please see p. 4 of your Grant Agreement to determine from which fund your grant is derived.

GRANT PERIOD

The beginning and ending dates of a grant period should cover all phases of a project, from early publicity to the conclusion of the public events. All expenditures listed in your approved budget (both in kind and cash) must occur within the grant period listed in your Grant Agreement.

BUDGET GUIDELINES AND PROCEDURES

Complete instructions for preparing the project budget are available in the "Detailed Budget Guidelines" in the grant application form.

The Approved Budget Summary accompanying your Grant Agreement is considered a part of the agreement. See Item C in the Grant Agreement for details.

Significant changes to the Approved Budget Summary require prior approval by HTx staff. Please submit a Grant Adjustment Request form (available on the HTx website) to obtain approval. In an emergency, you may call for approval before submitting the written request.

Please note the following restrictions when planning your program and submitting your final report.

- **Honoraria:** This includes fees for consultants, speakers, and other humanities scholars. Although participants may receive a higher honorarium, no more than \$500 per speaker per presentation may be paid with HTx funds.
- **Travel & Lodging:** Travel in connection with project activities is reimbursable at a rate of 55.5¢ per mile for both privately owned vehicles and rental cars, and at economy class for airfare. Actual food and lodging expenses are reimbursable, although no more than \$135 per day per presentation may be paid from HTx funds. Except for Canada and Mexico, only the U.S. portion of international airfare may be paid from HTx funds. In the case of Canada and Mexico, participants should use U.S. carriers where possible and feasible.
- No HTx funds may be used to pay for alcoholic beverages.
- HTx funds may not be used to pay for food (unless under the "travel" expense category). Receptions and dinners should be part of the sponsor's cost-share.

FINAL EXPENDITURES REPORTS

Once your project has ended, please complete and submit the Final Expenditures and Cash Requests form. This form should contain line-item accounting for both cost-sharing contributions and expenditures from HTx grant funds during the grant period. The first and second columns of this form refer to cost-sharing contributions by the sponsor(s) and all sources other than HTx, broken down into cash contributions and in-kind services. The third column lists expenditures from HTx grant funds. The final column, TOTAL, represents the sum of all columns 1, 2, and 3.

The following general provisions and instructions apply to the submission of final expenditures reports for Community Project Grants and Media Grants.

- All grantees must submit a final expenditures report no later than ninety (90) days after the termination of the grant. The date of termination (i.e., the end of the grant period) has been designated in the Grant Agreement. The final report will list all obligations paid from grant funds to date as well as obligations that will be met once final payment is received from the HTx office. **Please note that changes to the Approved Budget Summary in excess of 10% of any line item require prior approval by the HTx staff. Changes that violate funding guidelines will not be approved.**
- All expenditures listed in your final expenditures report (including both cash and in kind) occur within the grant period. If they do not, contact Humanities Texas staff immediately.
- If there is an unexpended grant balance (i.e., if expenditures are less than payments received) at the end of your grant period, a check for the exact amount of unexpended funds should be made payable to Humanities Texas and sent to the HTx office along with the final expenditures report.
- **Certification:** final expenditures reports must be certified by both the fiscal agent in charge of the project budget and the authorizing official. Signatures must be in ink.

If you have any questions about these or other grant requirements, feel free to contact the HTx office.



GIFTS AND MATCHING GENERAL INFORMATION

The matching funds program of Humanities Texas (HTx) is made possible by the Gifts-and-Matching Provision of the National Endowment for the Humanities (NEH). Under the terms of the program, NEH matching funds are made available on a first-come, first-served basis for HTx-approved projects receiving cash from eligible, non-federal, third-party sources.

Eligible sources of outside funding:

- individuals
- corporations and businesses
- private and public foundations
- labor unions and professional associations
- state and local governments
- affiliated groups (members, friends, alumni)
- special fundraisers

Ineligible sources of outside funding:

- the project's sponsoring organization
- the project director
- persons closely related to the project director
- individuals or institutions receiving some cash benefit from the grant
- federal funds, including those disbursed to the applicant by a non-federal agency

All gifts and NEH funds released to a sponsoring organization must be spent exclusively on the approved project and expended within the project's grant period. Payment of matching funds will be made in accordance with the payment schedule outlined in HTx grant agreement ITEM N.

To document gift(s), please send HTx copies of the following information: 1) the donor's gift letter; 2) gift agreements (if any); and 3) the donor check. The following information should be conveyed: the names of the donor and recipient, the amount of the gift that is being conveyed, and whether or not all or a portion of the gift is given for a specific purpose or may be used at the discretion of the sponsoring organization.

The NEH requires that sponsoring organizations receiving matching funds inform donors that their contributions have been matched by the NEH. Please provide Humanities Texas with a copy of the correspondence satisfying this requirement.

TOM GREEN COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

DATE OF SUBMISSION: 12/16//15

SUBMITTED BY: **Jill Donegan**

SUPPORTING INFORMATION:

- Already Submitted to Individual Commissioners' Court Members
 Original Submitted to Judge. Judge's Office to make copies for Commissioners.

REQUEST PLACING THIS ITEM ON 12/22//15

AGENDA

ITEM REQUESTED IS: [x] FOR ACTION/CONSIDERATION [] DISCUSSION/REPORT ONLY
[] FOR CONSENT AGENDA [] PUBLIC WORKSHOP
[] FOR EXECUTIVE SESSION [] ANNOUNCEMENT

ITEM: (Please state how the item should appear on the agenda.)

Consider accepting Humanities Texas "Hank and Friends Reading Rodeo" grant agreement and authorizing through signature.

BACKGROUND INFORMATION: (Details of request)

OPTIONS/ACTION PROPOSED:

WILL A BUDGET AMENDMENT [funds from another department or county reserve fund] or
LINE ITEM TRANSFER [funds from another line item within your department] **BE NECESSARY?**
If so, please specify which transaction will be necessary and state the amount needed.
Please attach completed Budget Amendment or Line Item Transfer to the back of this document.

WAS THERE ANY PREVIOUS COURT ACTION REGARDING THIS ITEM?

If yes, Date of Action: ANY ATTACHMENTS THEN?

ITEM RECEIVED BY: _____ TITLE _____

DATE: _____ TIME: _____

*Note: This form is required for agenda requests. Forms should be returned to the Office of the County Judge (122 W. Harris, San Angelo, TX 76903-5877) accompanied by any backup materials or attachments concerning the item for inclusion on the agenda. Agenda Items MUST be submitted no later than **4 PM. on the 1ST and 3RD MONDAYS** for inclusion on the next meetings agenda. Commissioners' Court meets in Regular Session on the 2nd and 4th Tuesday of each month at 8:30 a. m. in Commissioners' Court Room, (2nd Floor, 113 W. Beaugard, San Angelo, TX 76903-5887).*
