

Tom Green County Commissioners’ Court
August 27, 2002

The Commissioners’ Court of Tom Green County, Texas, met in Regular Session August 27, 2002 in the Edd B. Keyes Building, with the following members present:

- Clayton Friend, Commissioner of Precinct #1
- Jodie R. Weeks, Commissioner of Precinct #3
- Richard Easingwood, Commissioner of Precinct #4
- Michael D. Brown, County Judge

County Judge, Mike Brown, called the meeting to order at 8:17AM

Judge Brown recessed the Regular meeting to go into Executive Session.

Judge Brown reconvened the Regular meeting in open session at 8:53 AM

The Pledge of Allegiance was recited and Lynn Rutland, Director of MHMR, offered the invocation.

8. Commissioner Weeks moved to approve the Consent Agenda as presented then amended to table item F- Caltec Contract- pending mutual agreement of both parties and to remove Item G regarding the fence around County Line Cemetery. Motion and amendments was seconded by Commissioner Friend:

- A. Approved the minutes of the from the Regular Meeting, August 13, 2002.
- B. Approved the Minutes from the Accounts Allowable from 8/ 14-20/ 02 in the amount of \$1,018,206.99 and from 8/ 21-27/ 02 in the amount of \$ 235,815.68 for a combined total of \$ 1,254,022.67; Purchase Orders from 8/ 12-16/ 02 in the amount of \$68,304.50 and from 8/ 19-23 /02 in the amount of \$ 13,972.35 for a total of \$82,276.85.
- C. Accepted Personnel Actions as presented:

The following salary expenditures are being presented for your Approval:

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	<u>GRADE/STEP</u>	<u>SALARY</u>	
Gamez, Amy M.	District Clerk	New Hire	08/19/02	Temp	\$ 6.00	/HR
Jackson, Jessica R.	District Clerk	New Hire	08/26/02	Temp	\$ 6.00	/HR
McFarland, Shannon L.	District Court	Promotion	08/15/02	N/A	\$1083.49	S/M
*Mitchell, Eva L.	Housekeeping	Prom. & Status Chg	08/22/02	7/1	\$ 533.72	S/M
Renteria, Rebecca R.	Housekeeping	New Hire	08/16/02	P/T	\$ 5.15	/HR
Carlander, Debra K.	Jail	Reclassification	08/01/02	N/A	\$ 997.17	S/M
Granado, Dagoberto P.	Jail	Rehire	09/02/02	16/1	\$ 832.10	S/M
Jackson III., Frank O.	Jail	New Hire	09/01/02	16/1	\$ 832.10	S/M
Pittman, Robert E.	Jail	New Hire	08/19/02	16/1	\$ 832.10	S/M
Foreman, James R.	Juv Probation (059)	New Hire	09/03/02	N/A	\$ 959.58	S/M
Land, Kira C.	Juv Probation (276)	New Hire	08/19/02	N/A	\$ 6.00	/HR
Spiers, Trina R.	Juv Probation (273)	Promotion	09/03/02	N/A	\$1000.00	S/M
Knight, Christina E.	Library	New Hire	08/15/02	P/T	\$ 6.15	/HR
Lopez, Abel L.	Parks/Solid Waste	Rehire	08/17/02	STBY	\$ 6.00	/HR
Godines, Michael L.	RKR Post Adjud	New Hire	08/19/02	STBY	\$ 8.50	/HR
Cruz, April L.	Veh Registration	New Hire	09/03/02	10/1	\$ 618.82	S/M
Maass, Sabine A.	Veh Registration	New Hire	09/03/02	10/1	\$ 618.82	S/M

* Went from part-time to full-time

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

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	<u>GRADE /STEP</u>	<u>SALARY</u>	
All Personnel	RKR Post Adjud	See Attached List	09/01/02			
Gamez, Amy M.	District Clerk	Resignation	08/22/02	Temp	\$ 6.00	/HR
Duarte, Manuel S.	Housekeeping	Dismissal	08/21/02	7/1	\$ 533.72	S/M
Hughes, Marco S.	Jail	Resignation	08/19/02	16/1	\$ 832.10	S/M
Johnson, Kavana L.	Jail	Resignation	08/30/02	16/1	\$ 832.10	S/M
Rivera, Rudy J.	Jail	Dismissed	08/20/02	16/1	\$ 832.10	S/M
Harrison, Brandi N.	Juv Probation (263)	Resignation	08/31/02	N/A	\$1176.21	S/M
Hartsfield, Brittney M.	Juv Probation (276)	Resignation	08/19/02	N/A	\$ 7.00	/HR
McKenzie, Kyle R.	Parks/Solid Waste	Dropped	08/17/02	STBY	\$ 6.00	/HR
Vasquez, Xavier	RKR Post Adjud	Resignation	08/16/02	N/A	\$ 736.66	S/M
Burleson, Henry B.	Road & Bridge 2/4	Resignation	08/30/02	15/1	\$ 875.17	S/M

Calcote, Sandy M.	Veh Registration	Resignation	08/21/02	10/1	\$ 618.82	S/M
Alvarado, Tony A.	CRTC (235)	New Hire	08/21/02	N/A	\$ 698.31	S/M
Arzola, Hector H.	CRTC (235)	New Hire	08/18/02	N/A	\$ 698.31	S/M
Sweepston, John P.	CRTC (235)	Resignation	08/16/02	N/A	\$ 698.31	S/M
Dooley, Brent J.	CSCD (271)	Prom. & Trnsfr	09/01/02	N/A	\$1391.71	S/M
Patrick, Arnold K.	CSCD (218)	Funding & Title Chg	09/01/02	N/A	\$2011.25	S/M
Rucker, Jennifer C.	CSCD (218)	Resignation	09/03/02	N/A	\$1082.54	S/M

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

The following individuals from Roy K. Robb Post Adjudication Facility are no longer part of Tom Green County as of 09/01/02.

<u>Name</u>	<u>Title</u>	<u>Grade/Step</u>	<u>Salary</u>
<u>Barrett, Joseph M.</u>	<u>Standby</u>	N/A	\$ 8.50 /HR
<u>Bethany, Dwight M.</u>	<u>Cook</u>	N/A	\$ 563.33 S/M
<u>Bible, Lyndon D.</u>	<u>Juvenile Correction Officer</u>	N/A	\$ 736.66 S/M
<u>Brown, Jason S.</u>	<u>Juvenile Correction Officer</u>	N/A	\$ 736.66 S/M
<u>Covington, Edward R.</u>	<u>Juvenile Correction Officer</u>	N/A	\$ 736.66 S/M
<u>Everett, Misty D.</u>	<u>Treatment Director</u>	N/A	\$1125.00 S/M
<u>Garcia, Frank E.</u>	<u>Juvenile Correction Officer</u>	N/A	\$ 736.66 S/M
<u>Godines, Michael L.</u>	<u>Standby</u>	N/A	\$ 8.50 /HR
<u>Gomez, Phillip</u>	<u>Standby</u>	N/A	\$ 8.50 /HR
<u>Gutierrez, Daniel G.</u>	<u>Maintenance/Janitorial Tech</u>	N/A	\$ 775.00 S/M
<u>Harris, Rebecca A.</u>	<u>Facility Director</u>	N/A	\$1666.66 S/M
<u>Hawkins, Derrick B.</u>	<u>Juvenile Correction Officer</u>	N/A	\$ 736.66 S/M
<u>Heath, Ezra D.</u>	<u>Juvenile Correction Officer</u>	N/A	\$ 736.66 S/M
<u>Hernandez-Galindo, Daniel</u>	<u>Juv. Corr. Officer Supervisor</u>	N/A	\$ 833.33 S/M
<u>Hohman, Robert V.</u>	<u>Juvenile Correction Officer</u>	N/A	\$ 736.66 S/M
<u>Hooten, Kristy N.</u>	<u>Counselor Intern</u>	N/A	\$ 750.00 S/M
<u>Jennings, Pamela H.</u>	<u>Administrative Assistant</u>	N/A	\$ 958.33 S/M
<u>Jetton, Edward C.</u>	<u>Assistant Facility Director</u>	N/A	\$1500.00 S/M
<u>Johnson, Jerry M.</u>	<u>Project Coordinator</u>	N/A	\$ 736.66 S/M
<u>Kates, Karla F.</u>	<u>Juv. Corr. Officer Supervisor</u>	N/A	\$ 833.33 S/M
<u>Lockhart, Carolyn F.</u>	<u>Counselor Intern</u>	N/A	\$ 958.33 S/M
<u>Lopez, Isaac K.</u>	<u>Counselor Intern</u>	N/A	\$ 750.00 S/M
<u>Mendez, Lilia</u>	<u>Cook</u>	N/A	\$ 563.33 S/M
<u>Meyers, David C.</u>	<u>Juvenile Correction Officer</u>	N/A	\$ 736.66 S/M
<u>Moses, Matthew B.</u>	<u>Juvenile Correction Officer</u>	N/A	\$ 736.66 S/M
<u>Phillips, Martin D.</u>	<u>Juvenile Correction Officer</u>	N/A	\$ 736.66 S/M
<u>Samaniego, Jimmy R.</u>	<u>Juvenile Correction Officer</u>	N/A	\$ 736.66 S/M
<u>Sanders, Paul W.</u>	<u>Standby</u>	N/A	\$ 736.66 S/M
<u>Thomas, Allie L.</u>	<u>Juvenile Correction Officer</u>	N/A	\$ 736.66 S/M
<u>Tijerina, Roland</u>	<u>Juvenile Correction Officer</u>	N/A	\$ 736.66 S/M
<u>Torres, Michael R.</u>	<u>Juvenile Correction Officer</u>	N/A	\$ 780.00 S/M
<u>Vasquez, John L.</u>	<u>Juvenile Correction Officer</u>	N/A	\$ 736.66 S/M
<u>Vega, Andrew R.</u>	<u>Juvenile Correction Officer</u>	N/A	\$ 736.66 S/M
<u>Vickery, Cynthia F.</u>	<u>Juv. Corr. Officer Supervisor</u>	N/A	\$ 833.33 S/M
<u>Whiten, Lynn E.</u>	<u>Juv. Corr. Officer Supervisor</u>	N/A	\$ 833.33 S/M
<u>Wingo, Thomas L.</u>	<u>Juvenile Correction Officer</u>	N/A	\$ 780.00 S/M

- D. Accepted the Solid Waste Collection Reports for June and July, 2002 as a matter or record.
- E. Acknowledged the placement and locations of 63 new road signs placed on County road May 20th through July 23rd, 2002.
- F. Tabled (Above)
- G. Deleted (Above)
- H. Approved Verizon Southwest’s request to :
 - 1. Construct a communication line in the County road right-of-way starting at a point approximately ½ mile from FM 388 on Abernathy Road and boring paved County road from west to east.
 - 2. Place road bore on Runion Road 4240 feet north on Red Creek Road and lay 80 feet of copper cable in the east right-of-way.
- I. Set September 20, 2002 as opening date for RFB 02-015 “Cellular Service”.
- J. Approved the request by the City of San Angelo to approve the sale of tax foreclosure property described as Lots 4&5, Block 1, Fort Concho Annex Addition to Teresa Pena Sanchez for \$3,000.00.

9. The Post Adjudication Facility Monthly Activity Report was tabled until a representative can be in Court
10. **Judge Brown moved to adopt the Proclamation, presented by the Daughters of the American Revolution, that proclaims the week of September 17th through September 23, 2002 as Constitution Week. Commissioner Friend seconded the motion and all voted in favor.**
11. **Commissioner Friend moved to approve the Amended Order of Appointment for Election Presiding Judges and Alternate Judges for the term beginning August 1, 2002 and ending July 31, 2003. The motion was seconded by Commissioner Weeks and all voted in favor.**
12. **Judge Brown moved to authorize attorney, Keith Davis to enter into a settlement agreement in regard to a potential claim against Tom Green County and the Tom Green County Sheriff's office by K.J. Casey in the amount of \$7,000.00 for a full and complete release from the individual against all former or current employees of Tom Green County. The motion was seconded by Commissioner Weeks and all voted in favor.**
13. **Judge Brown moved to accept the quote from Reece Albert in the amount of \$12,780.00 for the demolition of the Webb Building to begin September 4, 2002 and be completed by September 13th, 2002 as the lowest bid with the funds to be paid from the Jail Construction cost. Commissioner Friend seconded the motion and all voted in favor.**
14. **Judge Brown recessed the Regular Meeting of the Tom Green County Court at 9:18 AM for the purpose of convening an Open Public Hearing regarding the Proposed Budget for FY 2003. Judge Brown requested for comments or input from the public.**

Lynn Rutland - The TACOMA Grant funding has been approved again this year to pay the funding for the Mental Health Deputies.

Judge Brown stated the proposed tax rate would be .52360 which would amount to a one cent increase per \$100.00 evaluation.

Commissioner Easingwood—Requested to go on record as being “Against” showing what he considered to be unreachable projected figures in the budget for income from Federal prisoners in the jail revenue. The increase to cover the projected income from Federal prisoners would have to be raised to 3 cents instead of the proposed 1 cent increase.

Commissioner Weeks stated the contingency fund would have a budgeted figure of \$320,00.00 for emergency issues that might come up.

Judge Brown stated that the tax rate increase was necessary in order to fund the state mandated increase in the number of jailers required, the court appointed attorneys for the indigent defense, and for capitol murder trials.
15. With no one else wanting to address the Court, Judge Brown adjourned the Public Hearing at 9:29 AM and reconvened the Regular meeting of the Tom Green County Commissioners Court.
16. **Judge Brown moved to adopt the Tom Green County Budget for FY 2003 as presented, with an estimated expense of \$22,182,820.00 and an estimated revenue of \$21,702,139.00. Commissioner Friend seconded the motion and all voted in favor.**
17. **Judge Brown moved to approve an operating and maintenance rate for FY 2003 of .43257 per \$100.00 evaluation. The motion was seconded by Commissioner Friend and after polling each member of the Court individually, all voted in favor.**

Judge Brown moved to approve an interest and sinking rate for FY 2003 of .09103. Commissioner Weeks seconded the motion and following an individual poll, all voted in favor.
18. **Commissioner Weeks moved to approve the Interlocal Contract with the Tom Green County Central Appraisal District for consolidated assessment and collection of property tax. Commissioner Easingwood seconded the motion and all voted in favor.**
19. **Judge Brown moved to approve the proposed Elected Officials Compensation and salaries for FY 2003 as presented. Commissioner Friend seconded the motion and all voted in favor.** The elected officials salaries include the 2.5% increase as all other County employees.
20. **Commissioner Weeks moved to award RFP 02-013 “Cafeteria Plan” to Zesch and Pickett Administrators, Inc. Commissioner Friend seconded the motion and all voted in favor.**
21. **Judge Brown moved to approve the Dental Healthcare Services Contract between Tom Green County and Tom Green County Sheriff's Department with La Esperanza Clinic doing business as La Esperanza Health & Dental Centers. Commissioner Friend seconded the motion and all voted in favor.**
22. **Judge Brown moved to increase the amount of the change drawer in the County Clerk's Criminal section and in the Collections office to \$100.00 each. Commissioner Weeks seconded the motion and all voted in favor.**
23. **Judge Brown moved to adopt a “Meeting Room Policy” for the use of Tom Green County as presented. The motion was seconded by Commissioner Friend and all voted in favor.**

24.Keith Davis, Attorney for the County, explained the options regarding a tract of land at Grape Creek Road and US Highway 87 regarding a proposal received from AEP/WTU/LCRA for a utility line crossing. Options: Easement, lease or sell. **No action was taken by the Court.**

25. Commissioner Easingwood explained that he may be able to obtain some polyethylene storage tanks that could be utilized by the Volunteer Fire Departments of the County to enhance their fire fighting efforts for the rural areas and possibility of possible locations in the area subdivisions and other high risk areas. This was the only issues pertaining to the Subdivision and Manufactured Home Rental Communities. **No action was taken by the Court.**

26. There were no line item transfers.

Future Agenda Items:

1. Consider action regarding the authority of the Tom Green County Fire Prevention District #1.
2. Consider request from Verizon for communication lines.
3. Acknowledgement of settlement of law suit with Victor C. Carbahal.

Announcement:

1. Lynn Rutland complimented the direction and leadership of the County regarding the recent acceptance, from the Texas Senate floor, of the “Best Practice Awards for the State of Texas” received by Tom Green County.
2. Next Commissioners’ Court Meeting will be September 10th , 2002.

Meeting was adjourned at 10:10 AM

Michael D. Brown, County Judge

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

JUNE 2002
TGC SOLID WASTE REPORT
8/16/02

WALL

DATE	9-10am	10-11am	11-12am	12-1pm	TOTAL	customers			
JUNE 1	0	0	0	1\$10	\$10	1			
JUNE 8	1/\$20	1/\$10	0	0	\$30	2			
JUNE 15	0	0	0	0	0	0			
JUNE 22	0	1/\$10	0	0	\$10	1			
JUNE 29	0	0	0	0	0	0			
Salary		-\$120.00			WALL	JUN 01	JUN 2002	FY '02 TO DATE	FY 01 TO DATE
Duncan Disposal		-\$136.58			Expense	-\$472.66	-\$330.50	-\$3,184.82	-\$3,942.92
WTU		-\$5.97			Revenue	<u>\$90.00</u>	<u>\$50.00</u>	<u>\$810.00</u>	<u>\$949.00</u>
Cellular Phone		-\$ 17.95			Loss	-\$382.66	-\$280.50	-\$2,374.82	-\$2,993.97
Mrs. Its (land)		<u>-\$ 50.00</u>							
Total Expense		(\$330.50)							

CHRISTOVAL

DATE	11-12	12-1	1-2	2-3	3-4	4-5	TOTAL	Customers	
JUNE 1	0	2/\$35	0	0	0	0	\$ 35	2	
JUNE 8	1/\$20	1/\$10	1/\$10	0	0	0	\$ 40	3	
JUNE 15	1/\$10	1/\$10	1/\$27	0	0	0	\$ 47	3	
JUNE 22	1/\$10	1\$20	0	2/\$50	0	1/\$20	\$100	5	
JUNE 29	6/\$20	0	0	1/\$10	1/\$10	0	\$ 40	8	
Salary		-\$187.50			CHRISTOVAL	JUN 01	JUN 2002	FY '02 TO DATE	FY 01 TO DATE
Duncan Disposal		-\$321.88			EXP	-\$491.95	-\$535.01	-\$4,439.92	-\$4,264.17
WTU		-\$7.68			REV	<u>\$372.00</u>	<u>\$262.00</u>	<u>\$2,623.00</u>	<u>\$2,096.00</u>
Cellular Phone		<u>-\$ 17.95</u>			LOSS	-\$119.00	-\$273.01	-\$1,816.92	-\$2,168.17
Total Expense		(\$535.01)							

GRAPE CREEK

DATE	9-10	10-11	11-12	12-1	1-2	2-3	3-4	4-5	TOTAL	customers
JUNE 1	7/\$100	6/107	2/\$30	1/\$10	3/\$30	1/\$10	0	0	\$287	20
JUNE 8	3/\$40	7/\$90	3/\$30	2/\$30	2/\$30	2/\$30	2/\$20	1/\$10	\$280	22
JUNE 15	0	2/\$30	0	0	3/\$40	1/\$10	2/\$20	2/\$40	\$140	10
JUNE 22	4/\$84	5/\$80	3/\$50	2/\$54	1/\$10	2/\$30	1/\$10	0	\$318	18
JUNE 29	3/\$50	6/\$60	1/\$10	3/\$50	1/\$10	3/\$30	3/\$30	2/\$20	\$290	22
Salary		-\$ 300.00			GRAPE CREEK JUN 01		JUN 2002		FY '02 TO DATE	SAME PERIOD FY01
Duncan Disposal		-\$1,380.80			Expense	-\$4,237.67		-\$17,05.91	-\$19,062.13	-\$27,425.95
WTU		-\$7.16			Revenue	<u>\$2,001.00</u>		<u>\$1,315.00</u>	<u>\$9,917.00</u>	<u>\$95,787.00</u>
Cellular Phone		<u>-\$ 17.95</u>			LOSS	-\$2,236.67		(\$390.91)	-\$9,145.13	-\$17,847.95
Total Expense		(\$1,705.91)								

JUNE 2002 SOLID WASTE COMPARISONS

	JUNE 2001	JUNE 2002	FY2002 TO DATE	SAME PERIOD FY01
EXPENSES	-\$5,202.28	-\$2,571.77	-\$26,686.87	-\$39,870.76
REVENUE	\$2,463.00	\$1,627.00	\$13,350.00	\$14,624.00
LOSS TO DATE	-\$2,739.80	-\$944.42	-\$13,336.87	-\$25,246.76

JULY 2002
TGC SOLID WASTE REPORT
8/16/02

WALL

DATE	9-10am	10-11am	11-12am	12-1pm	TOTAL	customers
JULY 6	0	0	0	0	0	0
JULY 13	0	1/\$20	1/\$10	0	\$30	2
JULY 20	1/\$20	1/\$20	0	0	\$40	2
JULY 27	1/\$0	1/\$10	0	0	\$20	2

Salary	-\$120.00	WALL	JUL 01	JUL 2002	FY '02 TO DATE	FY 01 TO DATE
Duncan Disposal	-\$136.58	Expense	-\$398.19	-330.32	-\$3,184.82	-\$4,341.16
WTU	-\$6.29	Revenue	<u>\$35.00</u>	<u>\$90.00</u>	<u>\$810.00</u>	<u>\$894.00</u>
Cellular Phone	-\$ 17.95	Loss	-\$363.19	-\$240.32	-\$2,374.82	-\$3,357.80
Mrs. Its (land)	<u>-\$ 50.00</u>					
Total Expense	(\$330.82)					

CHRISTOVAL

DATE	11-12	12-1	1-2	2-3	3-4	4-5	TOTAL	Customers
JULY 6	0	0	1/\$20	1/\$20	0	\$50	\$90	2
JULY 13	3/\$35	0	0	0	0	0	\$35	3
JULY 20	0	0	0	1/\$27	0	0	\$27	1
JULY 27	4/\$112	1/\$20	1/\$15	0	0	0	\$147	6

Salary	-\$ 187.50	CHRISTOVAL	JUL 01	JUL 2002	FY '02 TO DATE	FY 01 TO DATE
Duncan Disposal	-\$283.58	EXP	-\$417.63	-\$496.71	-\$4,936.63	-\$4,681.80
WTU	-\$7.68	REV	<u>\$217.00</u>	<u>\$299.00</u>	<u>\$2,922.00</u>	<u>\$2,313.00</u>
Cellular Phone	<u>-\$ 17.95</u>	LOSS	-\$200.63	-\$197.71	-\$2,014.63	-\$2,368.80
Total Expense	(\$496.71)					

GRAPE CREEK

DATE	9-10	10-11	11-12	12-1	1-2	2-3	3-4	4-5	TOTAL	customers
JULY 6	1/\$10	1/\$10	2/\$40	1/\$20	0	0	0	1/\$10	\$90	5
JULY 13	4/\$67	2/\$30	2/\$30	0	2/\$30	2/\$30	1/\$27	2/\$30	\$234	15
JULY 20	1/\$10	3/\$57	4/\$70	0	1/\$10	2/\$40	2/\$30	0	\$217	13
JULY 27	1/\$10	3/\$47	3/\$30	0	0	0	2/\$30	0	\$117	9

Salary	-\$ 240.00	GRAPE CREEK	JUL 01	JUL 2002	FY '02 TO DATE	SAME PERIOD FY01
Duncan Disposal	-\$1,755.15	Expense	-\$4,228.89	-2020.26	-\$21,082.39	-\$35,892.51
WTU	-\$7.16	Revenue	<u>\$1,388.00</u>	<u>\$658.00</u>	<u>\$10,575.00</u>	<u>\$12,967.00</u>
Cellular Phone	<u>-\$ 17.95</u>	LOSS	-\$2,840.80	-\$1,362.26	-\$10,507.39	-\$22,925.51
Total Expense	-\$2,020.26)					

JULY 2002 SOLID WASTE COMPARISONS

	JULY 2001	JULY 2002	FY2002 TO DATE	SAME PERIOD FY01
EXPENSES	-\$5,044.71	-\$2,186.15	-\$28,873.02	-\$44,915.47
REVENUE	<u>1640.00</u>	<u>\$1,047.00</u>	<u>\$14,397.00</u>	<u>\$16,264.00</u>
LOSS TO DATE	-\$3,404.71	-\$1,139.15	-\$14,476.02	-\$28,651.47



NOTICE OF COMMUNICATION
LINE INSTALLATION

Date:

TO THE COMMISSIONER'S COURT OF TOM GREEN COUNTY

ATTENTION COUNTY JUDGE:

Formal notice is hereby given that VERIZON SOUTHWEST will construct a communication line within the right-of-way of a County Road TOM GREEN County, TX as follows:

STARTING AT A POINT APPROXIMATELY $\frac{1}{2}$ MI. FROM HWY FM 388 ON
ABERNATHY ROAD AND BORING PAVED COUNTY ROAD FROM WEST TO
EAST AND TERMINATING AT THAT POINT CABLE TO BE PLACED IN 2
IN. CONDUIT AT A MINIMUM OF 30 IN. IN DEPTH..

The location and description of this line and associated appurtenances is more fully shown by
2 copies of drawings attached to this notice. The line will be constructed and maintained on the
County Road right-of-way in accordance with governing laws.

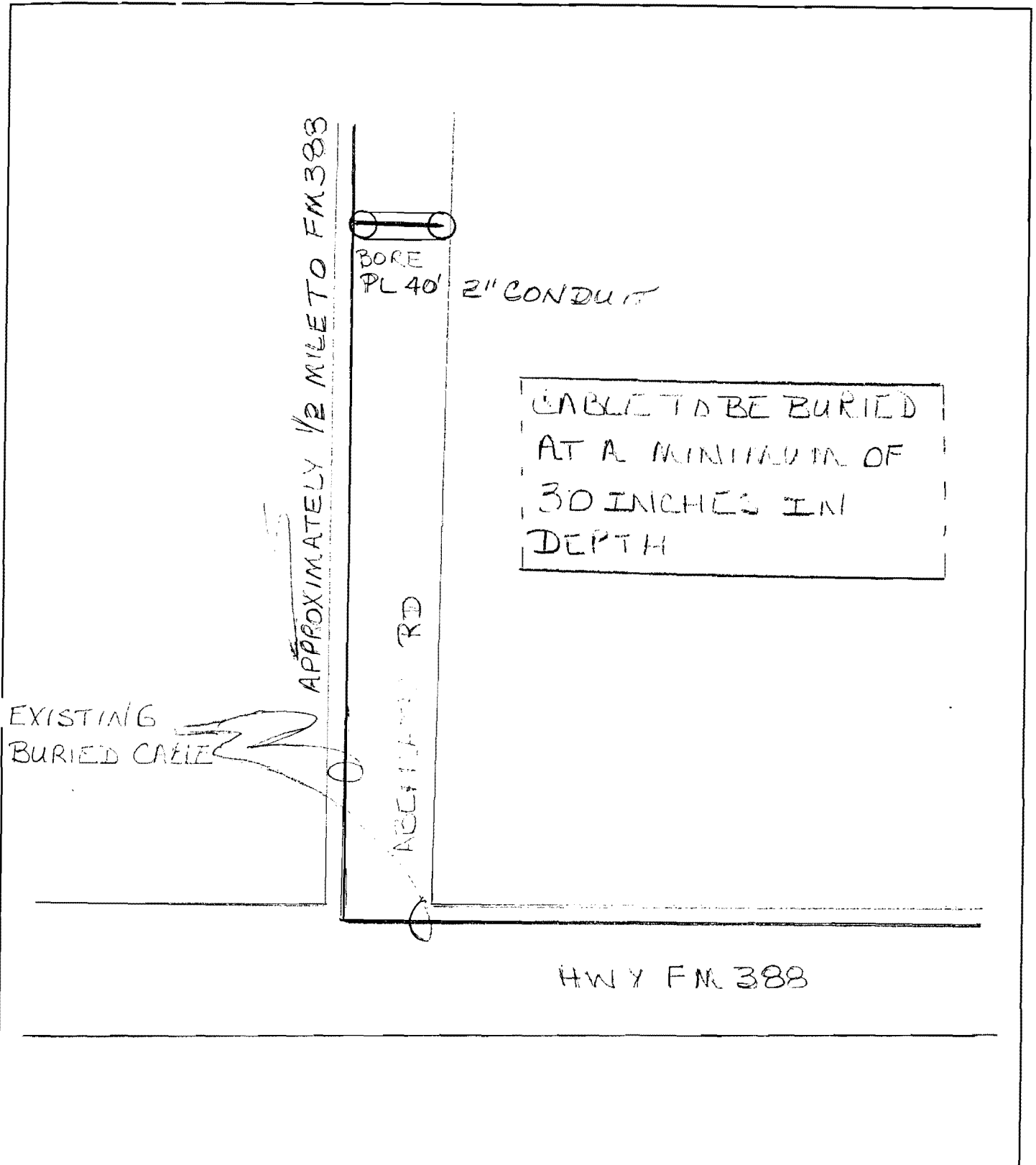
Notwithstanding any other provisions contained herein, it is expressly understood that tender of this
notice by the VERIZON SOUTHWEST does not constitute a waiver, surrender, abandonment or impairment
of any property rights, franchise, easement, license, authority, permission, privilege or right now granted by
law or may be granted in the future and any provision or provisions so construed shall be null and void.

Construction of this line will begin on or after AUG. 12, 2002.

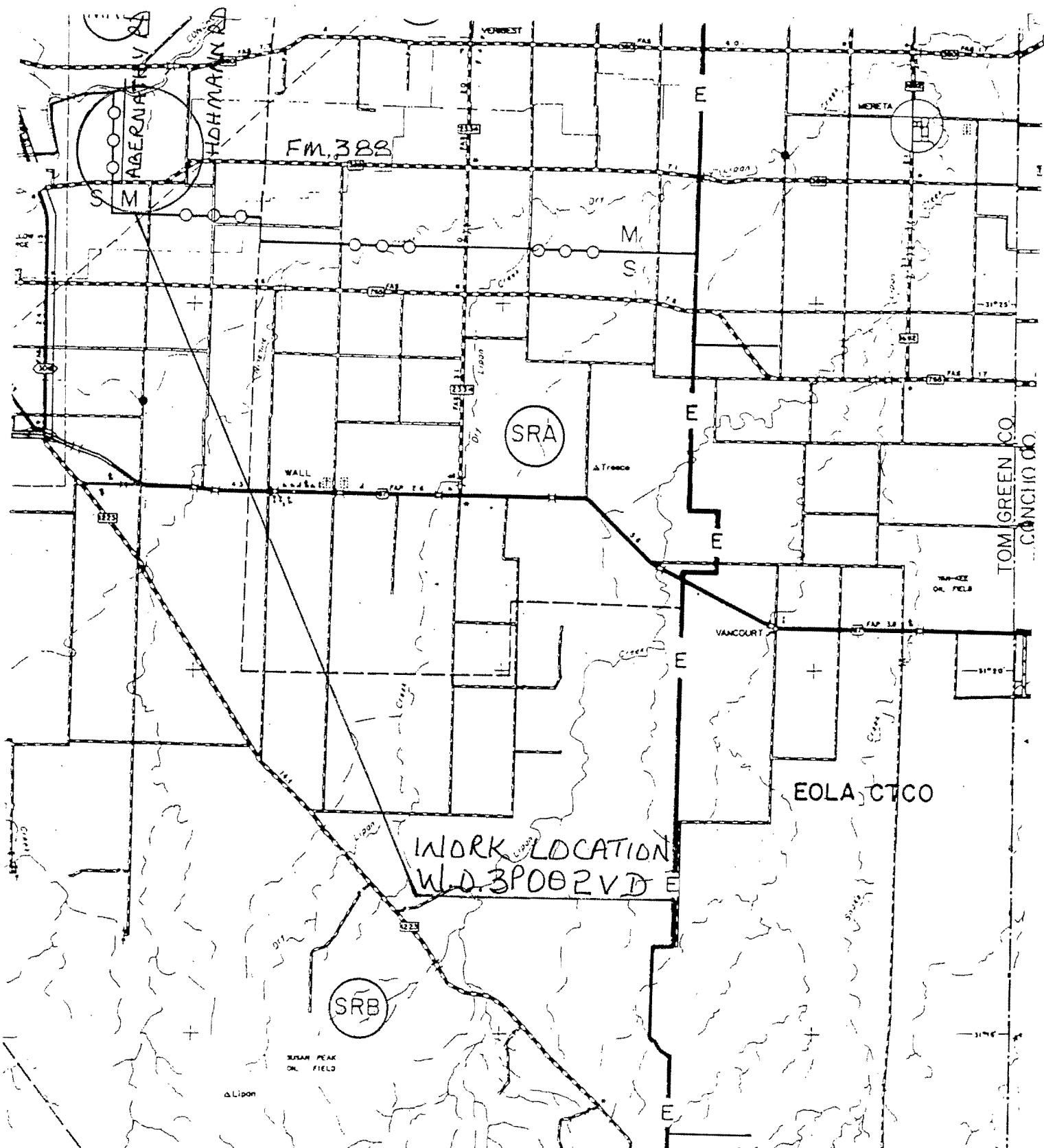
VERIZON SOUTHWEST

BY: MANUEL ORTEGON
SR. ENGINEER - ACCESS DESIGN
ADDRESS: 2020 LOOP 306
SAN ANGELO, TEXAS 76904
(915) 949-0884

WORK ORDER#: 3P002VD
EXCHANGE: 5178 SAN ANGELO, TX



AREA <u>0010</u>		VERIZON	Southwest
W.O. NO. <u>3P002VD</u>		LOCATION	<u>SAN ANGELO MAIN</u>
TAX DIST. <u>11325</u>		DESCRIPTION	<u>COUNTY PERMIT</u>
ENG. NO. BY <u>N.J.</u> DATE <u>07/26/02</u>		SHEET <u>1</u> OF <u>2</u> SHEETS	
DRAWN BY <u>N.J.</u> DATE <u>07/26/02</u>	APPROVED BY _____ DATE _____	SCALE _____	
REVISED BY _____ DATE _____			



REA			GTE SOUTHWEST INCORPORATED	
11325			LOCATION	
N.J.			SAN ANGELO MAIN	
N.J.			DESCRIPTION	
DATE			COUNTY PERMIT	
DATE		SHEET 2 OF 2		
DATE		W.D. NO. 3P002VD		

NOTICE OF COMMUNICATION
LINE INSTALLATION

Date:

TO THE COMMISSIONER'S COURT OF TOM GREEN COUNTY

ATTENTION COUNTY JUDGE:

Formal notice is hereby given that VERIZON SOUTHWEST will construct a communication line within the right-of-way of a County Road TOM GREEN County, TX as follows:

PROPOSED IS A ROAD BORE ON RUNION ROAD LOCATED 4240 FT.
NORTH OF RED CREEK ROAD. ALSO 80 FT. OF COPPER CABLE WILL
BE PLACED 3 FT. IN THE EAST ROW. ALL CABLE WILL BE A MIN.
OF 30" DEEP.

The location and description of this line and associated appurtenances is more fully shown by 4 copies of drawings attached to this notice. The line will be constructed and maintained on the County Road right-of-way in accordance with governing laws.

Notwithstanding any other provisions contained herein, it is expressly understood that tender of this notice by the VERIZON SOUTHWEST does not constitute a waiver, surrender, abandonment or impairment of any property rights, franchise, easement, license, authority, permission, privilege or right now granted by law or may be granted in the future and any provision or provisions so construed shall be null and void.

Construction of this line will begin on or after 8/13/ 2002.

VERIZON SOUTHWEST

BY: MANUEL ORTEGON
SR. ENGINEER – ACCESS DESIGN

ADDRESS: 2020 LOOP 306
SAN ANGELO, TEXAS 76904
(915) 949-0884

WORK ORDER#: 9P001DB____
EXCHANGE: 5178 SAN ANGELO, TX

copy to Mr. W. L. W.

RUNION RD
LP UNK

L318
PED10

*24720 ←

*24720 (77) ←
M*232982
1908' 2423.10
AEF 200-19
C3125,201-350
XDD,151-200

*37774 2423.10 (94)
M*240195
CASE770/200 TYP 662
C3125,201-350
XDD,151-200

RUNION RD.

*24721 ←

*24721 (77) ←
M*232982
3244' 2423.10
AEF 200-19
C3125,201-400

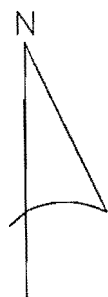
L318
PED9

BORF 40'
PL.2" C142

PLACE 1100'
3X-22 DROP

7918 RUNION RD
ORD#C 0710520
915-655-4451

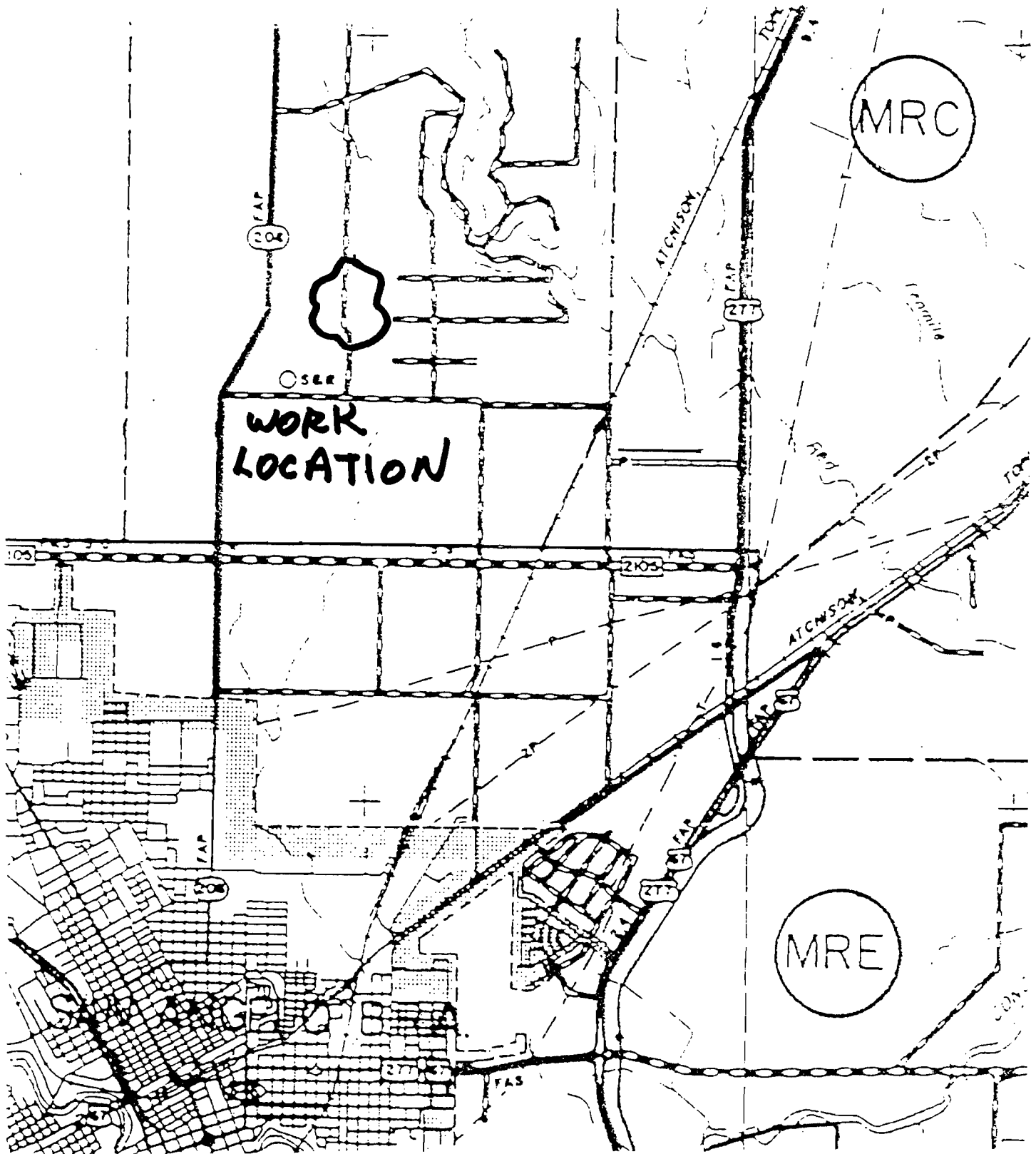
7918



NOTE AREA —

SAN_ANGELO_MAIN

VERIZON SII	AREA	STATE: TX
DIVISION: SOUTHWEST	EXCH.: 5178	REM. CD.: 000
W.C.: 6550	WO NO.: 9P00108	CONTROL NUMBER:
TITLE: BUR.DROP MAIN.	TAX DST.:	
TWP: SA M	RNG.:	SEC.:
DATE: 08/07/02	REV. DATE:	SCALE: 1"=100'
FILE: WP7	DRWN JJN	ENG JJN
APRVD	PRINT	1 OF 2



AREA	0010
TAX DIST	11610
ENGINEERED BY	JAN
DATE	8-02
DRAWN BY	JAN
DATE	8-02
APPROVED BY	
DATE	
REVISOR BY	
DATE	



SCALE

VERIZON	
LOCATION	SANL
DESCRIPTION	BUR DROP - N. RILEY
SHEET	2 OF 2
WC NO	9P001DB

PROCLAMATION

WHEREAS: The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS: It is the privilege and duty of the American people to commemorate the two hundred twelfth anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

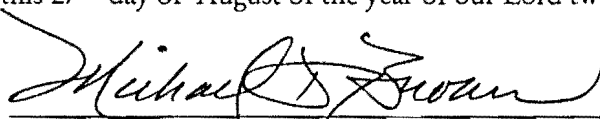
WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE the Tom Green County Commissioners' Court of Tom Green County, Texas do hereby proclaim the week of September 17 through 23 as

Constitution Week

and ask our citizens to reaffirm the ideals the framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the County to be affixed this 27th day of August of the year of our Lord two thousand two.



MICHAEL D. BROWN, County Judge
Tom Green County, Texas

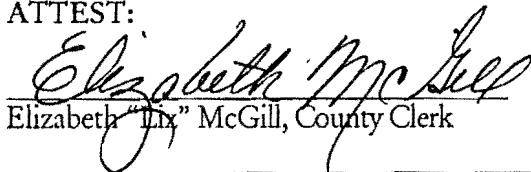


CLAYTON FRIEND
Commissioner, Precinct 1



JODIE R. WEEKS
Commissioner, Precinct 3

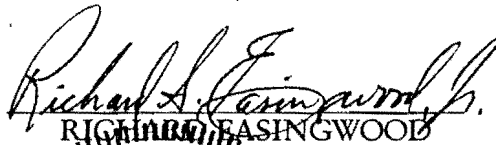
ATTEST:



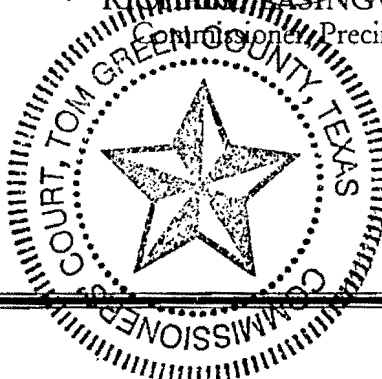
Elizabeth "Lix" McGill, County Clerk

Absent

KARL BOOKTER
Commissioner, Precinct 2



RICHARD EASINGWOOD
Commissioner, Precinct 4



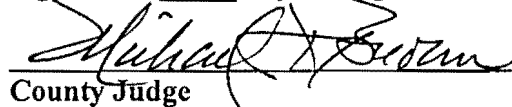
State of Texas
Tom Green County

August 27, 2002
AMENDMENT TO LIST OF ALTERNATE JUDGES

Precinct # And Name	Presiding Judge	Alternate Judge
318 -CARLSBAD COMM. CENTER		DENISE COPELAND-Dem.
351 - BEACON BAPTIST CH.	JAMES HUMPHRIES-Rep.	

It is hereby directed that this order be filed with the clerk of this court and that a copy be given to the custodian of the election records for said county. The Elections Administrator is hereby instructed to send notice of appointment to each amended alternate judge of their appointment for a one year term beginning August 1, 2002 and ending July 31, 2003 as stated in accordance with Texas Election Code. Ann. Subsection 32.009, (Vernon, 1986).

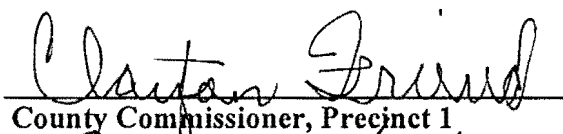
Signed this 27 day of August, 2002.

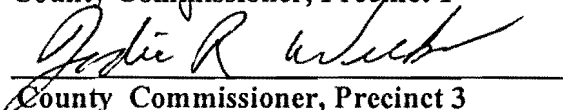

County Judge

Absent

County Commissioner, Precinct 2


County Commissioner, Precinct 4


County Commissioner, Precinct 1


County Commissioner, Precinct 3

Item #13

21-Aug-02

RFQ 02-008 " Demolition of Webb Building and Existing Wall" Spreadsheet

Company	Reece Albert Inc.	James D. Goode Construction	Bunyard Construction
Start / Completion Dates	Start Date 9.4.02 Completion Date 9.13.02	10day of Notice 60 days + 10 days	NO BID
Quote Amount \$	\$ 12,780.00	\$ 14,760.00	

TOM GREEN COUNTY, TEXAS

Five Year Budget Projections
Presented by County Judge
August 27, 2002

	Est. Budget FY2002	Est. Budget FY2003	Est. Budget FY2004	Est. Budget FY2005	Est. Budget FY2006	Est. Budget FY2007
Revenues						
Property Tax	\$11,062,266	\$11,434,349	\$11,721,878	\$12,076,543	\$12,440,075	\$12,812,695
Delinquent Tax Coll.	140,000	175,000	146,523	150,957	155,501	160,159
Penalty & Interest	107,000	130,000	87,914	90,574	93,301	96,095
Sales Tax	4,450,000	4,550,000	4,641,000	4,733,820	4,828,496	4,925,066
Other Receipts	5,134,954	5,412,790	5,466,918	5,521,587	5,576,803	5,632,571
	<u>\$20,894,220</u>	<u>\$21,702,139</u>	<u>\$22,064,234</u>	<u>\$22,573,481</u>	<u>\$23,094,176</u>	<u>\$23,626,586</u>
Expenses	<u>20,467,884</u>	<u>22,182,820</u>	<u>22,242,398</u>	<u>22,629,678</u>	<u>23,017,104</u>	<u>23,404,678</u>
Net Oper. Surplus (Deficit)	\$426,336	(\$480,681)	(\$178,165)	(\$56,197)	\$77,072	\$221,908
Adjustment for Actual						
Beginning Fund Balance	4,767,986	5,217,322	4,736,641	4,558,476	4,502,279	4,579,351
Ending Fund Balance	<u>\$5,217,322</u>	<u>\$4,736,641</u>	<u>\$4,558,476</u>	<u>\$4,502,279</u>	<u>\$4,579,351</u>	<u>\$4,801,259</u>
Fund Balance as % of Exps.	<u>25.49%</u>	<u>21.35%</u>	<u>20.49%</u>	<u>19.90%</u>	<u>19.90%</u>	<u>20.51%</u>
Assessed Property Value	\$2,640,412,214	\$2,697,298,202	\$2,764,730,657	\$2,833,848,923	\$2,904,695,147	\$2,977,312,525
Total Debt Service	\$2,428,704	\$2,478,528	\$2,464,729	\$2,464,729	\$2,464,729	\$2,464,729
Tax Rate						
Operating & Maint.	0.42751	0.43257	0.43263	0.43485	0.43702	0.43913
Interest & Sinking	0.08609	0.09103	0.09097	0.08875	0.08658	0.08447
	<u>0.51360</u>	<u>0.52360</u>	<u>0.52360</u>	<u>0.52360</u>	<u>0.52360</u>	<u>0.52360</u>
Effective Tax Rate (O & M)	0.38133	0.41742				
Debt Service Rate	0.08609	0.09103				
Total Rate	<u>0.46742</u>	<u>0.50845</u>				
Rollback Rate	<u>0.52515</u>	<u>0.57697</u>				
Tax Increase		0.0100	-	-	-	-
Effective Rate			0.4136	0.4136	0.4158	0.4178
O&M % Rate Change			4.61%	5.13%	5.11%	5.10%
Net Operating Revs as % of Exp	2.08%	-2.17%	-0.80%	-0.25%	0.33%	0.95%
Expense assumptions based on increase or decrease from previous year						
Indigent Health			29,578	7,280	7,426	7,574
Expense Inflation (2.5%)			65,000	65,000	65,000	65,000
Payroll Increases			315,000	315,000	315,000	315,000
Revenue assumptions based on the following growth and collection rates						
Prop. Tax Collection Rate	98.0%	98.0%	98.0%	98.0%	98.0%	98.0%
Assessed Value Growth	2.63%	2.15%	2.50%	2.50%	2.50%	2.50%
Sales Tax Growth	-1%	2%	2%	2%	2%	2%
Other Receipts Growth	-2%	5%	1%	1%	1%	1%

ITEM #19

PUBLIC NOTICE

Pursuant to 152.013 (b) Local Government Code, the Tom Green County Commissioners' Court announces all proposed increases in salary, expenses and other allowances for the next Fiscal Year. The following is a list of annual salaries, expenses and allowances budgeted in Fiscal Year 2002, the proposed salary increases of 2.5% for Fiscal Year 2003, and the amount of the proposed increases. No increases have been proposed in the expenses or allowances for the next Fiscal Year.

	Budgeted FY 2002	PROPOSED FY 2003	\$ AMOUNT OF INCREASE
<i>ELECTED OFFICIAL</i>			
Commissioner, Pct 1			
Salary	\$29,026	\$29,752	\$ 726
Auto Allowance	\$ 6,600	\$ 6,600	\$ 0
Commissioner, Pct 2			
Salary	\$29,026	\$29,752	\$ 726
Auto Allowance	\$ 6,600	\$ 6,600	\$ 0
Commissioner, Pct 3			
Salary	\$29,026	\$29,752	\$ 726
Auto Allowance	\$ 6,600	\$ 6,600	\$ 0
Commissioner, Pct 4			
Salary	\$29,026	\$29,752	\$ 726
Auto Allowance	\$ 6,600	\$ 6,600	\$ 0
County Judge			
Salary	\$50,825	\$52,096	\$1,271
Constable, Pct. 1			
Salary	\$26,863	\$27,535	\$ 672
Auto Allowance	\$ 6,600	\$ 6,600	\$ 0
Constable, Pct. 2			
Salary	\$26,863	\$27,535	\$ 672
Auto Allowance	\$ 6,600	\$ 6,600	\$ 0
Constable, Pct. 3			
Salary	\$32,071	\$32,873	\$ 802
Auto Allowance	\$ 6,600	\$ 6,600	\$ 0
Constable, Pct. 4			
Salary	\$32,071	\$32,873	\$ 802
Auto Allowance	\$ 6,600	\$ 6,600	\$ 0
County Attorney			
Salary - County	\$48,069	\$49,272	\$1,203
County Clerk			
Salary	\$42,968	\$44,042	\$1,074
Auto Allowance	\$ 330	\$ 330	\$ 0
District Clerk			
Salary	\$44,062	\$45,164	\$1,102
Auto Allowance	\$ 330	\$ 330	\$ 0
Justice of the Peace, Pct. 1			
Salary	\$29,815	\$30,560	\$ 745
Auto Allowance	\$ 4,125	\$ 4,125	\$ 0
Justice of the Peace, Pct. 2			
Salary	\$31,097	\$31,874	\$ 777
Auto Allowance	\$ 4,125	\$ 4,125	\$ 0
Justice of the Peace, Pct. 3			
Salary	\$29,815	\$30,560	\$ 745
Auto Allowance	\$ 4,125	\$ 4,125	\$ 0
Justice of the Peace, Pct. 4			
Salary	\$29,815	\$30,560	\$ 745
Auto Allowance	\$ 4,125	\$ 4,125	\$ 0
Sheriff			
Salary	\$49,271	\$50,503	\$1,232
Tax Assessor - Collector			
Salary	\$41,000	\$42,025	\$1,025
Treasurer			
Salary	\$41,000	\$42,025	\$1,025

County Ct @ Raw \$ 95,768 Each
142

INMATE DENTAL HEALTHCARE SERVICES CONTRACT

This Agreement made and entered into by and between Tom Green County, a political subdivision of the State of Texas, hereinafter designated "COUNTY" acting by and through its County Judge, Michael D. Brown, the Tom Green County Sheriff's Department, hereinafter designated "SHERIFF'S DEPARTMENT", acting by and through Sheriff Joe Hunt, and La Esperanza Clinic Incorporated, d/b/a Esperanza Health & Dental Centers, herein designated "CLINIC", a Texas non profit corporation, acting by and through its Chief Executive Officer, Teri Scott Rogers, in consideration of the mutual promises herein contained, agree as follows:

1. Terms of Agreement. This Agreement may be amended only in writing executed by the parties through their authorized representatives. Termination or alteration of said Agreement may occur with sixty (60) days after written notice by the parties.

Inmates confined within the Tom Green County Justice Center shall use the professional services provided by CLINIC under the direct supervision of the Director of the CLINIC.

2. Contract Period. Term of this contract shall be for a period of one (1) year beginning September 1, 2002, and ending on August 31, 2003, with the option to renew for one (1) year upon the written agreement of the parties.

3. Contract Amount. COUNTY will reimburse CLINIC fifty percent (50%) of billed amount of pre-authorized procedures. The Inmate Dental Healthcare Services for COUNTY and SHERIFF'S DEPARTMENT are described herein.

4. Scope of Work. Pursuant to this Agreement CLINIC agrees to provide COUNTY and SHERIFF'S DEPARTMENT with dental healthcare for inmates confined within the Tom Green County Justice Center as follows:

1. CLINIC shall provide dental healthcare services for inmates confined within the Tom Green County Justice Center.
2. CLINIC shall provide dental healthcare services such as, comprehensive oral examinations, x-rays and extractions.
3. CLINIC shall acquire pre-authorization for additional treatment from the SHERIFF'S DEPARTMENT other than for services, which were agreed upon at the time of booking appointment, before administering treatment. Only pre-authorized claims shall be approved for payment.
4. CLINIC shall maintain all files and documentation regarding each inmates dental records in coordination with Tom Green County Justice Center medical staff.
5. CLINIC agrees to release complete and legible copies of said records, files and documentation to appointed Sheriff's Department or County officials when requested.

5. Personnel. La Esperanza Clinic Incorporated shall perform all services associated with this Agreement. CLINIC may, at its sole discretion and expense, engage independent contractor(s) to

perform certain aspects of specialized dental expertise. CLINIC shall determine the independent contractor(s) who provide professional services to the inmates confined within the Tom Green County Justice Center are competent and qualified to perform those services.

6. **Fees, Expenses and Payment.** COUNTY agrees to pay CLINIC for services rendered under this Agreement. Payment shall be made to La Esperanza Clinic Incorporated at 1610 South Chadbourne, San Angelo, Texas 76903. Payments for services provided shall be paid within ninety-five (95) days once the statements are presented in writing to COUNTY.

7. **Confidentiality.** CLINIC agrees that no confidential or proprietary information except as is reasonable and necessary to perform COUNTY's Inmate Dental Healthcare services shall be released to third parties other than SHERIFF'S DEPARTMENT personnel or appointed COUNTY officials and then only with express written consent of COUNTY.

"Proprietary or confidential" information for purposes of this Agreement means any information so designated by COUNTY.

8. **Proprietary Interest.** All material, software, and information provided to COUNTY and SHERIFF'S DEPARTMENT by CLINIC are the exclusive property of the CLINIC, except as may be necessary for the providing of services by CLINIC. The proprietary material, software, and information of CLINIC includes, but is not limited to, written, oral, video, audio, electronic, or any other media of information, as well as assessment tools, educational materials, and other such materials, software, and documentation provided to COUNTY by CLINIC.

9. **Exclusivity.** This agreement is nonexclusive and nothing herein shall in anyway limit the right of the parties to enter into agreements with other individuals or entities to provide the same or similar service or to use the same or similar written materials as are used in performance of this Agreement.

10. **Relationship of the Parties.** The CLINIC is associated with the COUNTY and SHERIFF'S DEPARTMENT for the performance of dental healthcare services to inmates confined within the Tom Green County Justice Center. The CLINIC is and shall be an independent contractor and subject to the terms of this Agreement, shall have the sole and exclusive right to supervise, manage, operate, control, and direct the performance of the services under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer/employee or principal-agent, or to otherwise create any liability for the COUNTY and SHERIFF'S DEPARTMENT whatsoever with respect to the indebtedness, liabilities and obligations of the CLINIC. The CLINIC shall be solely responsible for (and the COUNTY and SHERIFF'S DEPARTMENT shall have no obligation with respect to) payment of all federal income, FICA and other taxes owed or claimed to be owed by the CLINIC, arising out of this Agreement, and the CLINIC shall indemnify and hold the COUNTY and SHERIFF'S DEPARTMENT harmless from and against, and shall defend the COUNTY and SHERIFF'S DEPARTMENT against, any and all losses, damages, claims, costs, penalties, liabilities and expenses whatsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

11. **Termination.** This Agreement may be terminated, by the parties, with sixty (60) days written notice to the other Party. CLINIC shall be paid for all services rendered in accordance with this Agreement.

12. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if made in writing and delivered by hand-delivery, facsimile and confirmed by first-class mail, postage prepaid, or deposited in the United States Mail, postage prepaid, addressed to the respective representative and to the respective addresses set forth below. The notice shall be effective on the date of receipt, unless notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

IF TO COUNTY:

Name: Honorable Michael D. Brown
Title: County Judge
Address: 122 West Harris
San Angelo, Texas 76903
Telephone: 915/653-3318
Facsimile: 915/659-3258

IF TO SHERIFF'S DEPARTMENT:

Name: Sheriff Joe Hunt
Title: Sheriff
Address: 222 West Harris Avenue
San Angelo, Texas 76903
Telephone: 915/655-8111
Facsimile: 915/659-3242

IF TO CLINIC:

Name: Teri Scott Rogers
Title: Chief Executive Officer
Address: 2029 West Beauregard
San Angelo, Texas 76901
Telephone: 915/223-8129
Facsimile: 915/223-1480

The parties may change the address where or the individual to whom notice is to be given by providing written notice of such change pursuant to this section. Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of COUNTY, SHERIFF'S DEPARTMENT and CLINIC.

13. **Governing Law and Forum.** This Agreement and its interpretation and any disputes relating thereto, arising out of or connected with this Agreement, shall be governed by the laws of the State

of Texas, without regard to its conflicts of law provisions. Any dispute relating to, arising out of, or connected with this Agreement shall be filed and maintained in San Angelo, Tom Green County, Texas, in the State Courts located in San Angelo, Tom Green County, Texas. For purposes of this Agreement, venue shall be in Tom Green County, Texas.

14. **Extent of Agreement.** This Agreement represents the entire Agreement between CLINIC, COUNTY, and SHERIFF'S DEPARTMENT and supersedes all prior negotiations, representations or agreements, whether written or oral.

15. **Amendment.** This Agreement may be amended only in writing, with such written amendment being approved and executed by the Parties.

16. **Force Majeure.** In the event that either party is kept from performing its obligations hereunder because of strike, war, riot, fire, flood, earthquake, natural disaster, or any other event beyond its control, then such Party shall be relieved of its obligations to perform until such time as the factor inhibiting performance has abated.

17. **Attorneys Fees.** In the event of the bringing of any legal action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions or provisions on the part of the other party arising out of this Agreement, the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including reasonable and necessary attorneys fees in accordance with the Civil Practice & Remedies Code.

18. **INDEMNIFICATION.** CLINIC COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, AND HOLD HARMLESS THE COUNTY AND SHERIFF'S DEPARTMENT, ITS EMPLOYEES, OFFICERS, ELECTED OFFICIALS, AND LEGAL REPRESENTATIVES FROM ANY AND ALL THIRD-PARTY CLAIMS, SUITS, DEMANDS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS FEES RELATING IN ANY WAY TO DAMAGES (BODILY INJURY, DEATH AND DAMAGE TO PROPERTY), CLAIMS, OR FINES ARISING BY REASON OF OR IN CONNECTION WITH CLINIC'S ACTUAL OR ALLEGED NEGLIGENCE OR OTHER ACTIONABLE PERFORMANCE OR OMISSION OF CLINIC IN CONNECTION WITH OR DURING THE PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. CLINIC FURTHER COVENANTS AND AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS, COUNTY AND SHERIFF'S DEPARTMENT FROM ALL CLAIMS, ALLEGATIONS, FINES, DEMANDS, AND DAMAGES RELATING IN ANY WAY TO THE ACTUAL OR ALLEGED JOINT AND CONCURRENT NEGLIGENCE OF COUNTY OR SHERIFF'S DEPARTMENT IN CONNECTION WITH THIS AGREEMENT. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED HEREIN IS AN AGREEMENT BY CLINIC TO INDEMNIFY AND PROTECT COUNTY AND SHERIFF'S DEPARTMENT FROM THE COUNTY'S AND SHERIFF'S DEPARTMENT OWN NEGLIGENCE WHERE SAID NEGLIGENCE IS AN ALLEGED OR ACTUAL CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD-PARTY HARM.

19. **RELEASE.** CLINIC, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY

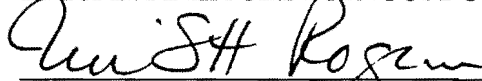
RELEASE, RELINQUISH, AND DISCHARGE THE COUNTY AND SHERIFF'S DEPARTMENT, THEIR PREDECESSORS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND ITS FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, AND ELECTED OFFICIALS AND LEGAL REPRESENTATIVES, FROM ANY LIABILITY ARISING OUT OF THE CONCURRENT NEGLIGENCE OF THE COUNTY AND SHERIFF'S DEPARTMENT FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSON OR PROPERTY, WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

20. **Binding Agreement**. This agreement is binding upon and shall ensure to the benefit of the parties, personal representatives and successors, as applicable.

21. **Assignment of Rights and Delegation of Duties**. Due to the unique nature of the inmate dental healthcare services, the parties agree that the CLINIC may not assign its rights or delegate its duties hereunder to any third party without the prior written consent and approval of the COUNTY and SHERIFF'S DEPARTMENT, which consent shall not be unreasonably withheld. Any purported assignment, transfer or conveyance without such consent shall be null and void. Notwithstanding the foregoing, a merger, recapitalization, consolidation, acquisition, reorganization, or similar action by the CLINIC shall not be considered an assignment of rights or delegation of duties.

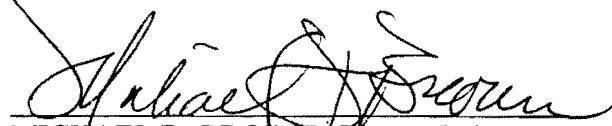
Dated this ____ day of August, 2002.

La ESPERANZA CLINIC INCORPORATED:




TERI SCOTT ROGERS, Chief Executive
Officer, La Esperanza Clinic Incorporated
d/b/a Esperanza Health & Dental Centers

TOM GREEN COUNTY:



MICHAEL D. BROWN, County Judge
Tom Green County, San Angelo, Texas
Acting in his official capacity as
County Judge and not individually

TOM GREEN COUNTY
SHERIFF'S DEPARTMENT


Joe Hunt, Sheriff
Tom Green County, acting in his official
Capacity as Sheriff and not individually

TOM GREEN COUNTY

MEETING ROOM POLICY

Tom Green County meeting rooms are for government related activities and events only. Government related activities and events are those specifically related to the operation of the county or as a result of activity generated by the county, a county department, federal, state or county related board, district, authority or other governing body.

The following rules and limitations are hereby adopted by the Tom Green County Commissioners Court concerning TGC Meeting Room Usage:

1. The Tom Green County Administrative Services Director shall have the overall responsibility for reservations and room use for meeting rooms in county facilities other than the library. The TGC Library Director shall have the overall responsibility for library meeting room reservations and room use.

The Directors may delegate authority to approve meeting room requests in accordance with the stated policy.

2. Meeting rooms are available only during regularly scheduled business hours or in the case of the library during library service hours.

3. Year long or regularly scheduled meetings will not be booked for non-county functions, as such meetings restrict the freedom of the County in planning and scheduling its own activities..

4. Reservations for county meeting rooms other than those in the library shall be made through the TGC Administrative Services Director. Reservations for library meeting rooms shall be made through the Library Administrative Offices and/or branch librarians.

Reservation shall include name of department or organization, time desired, phone number(s) of person who will be responsible for the group and number of people expected and any set up needs required (tables, podium, microphone, etc.

5. Meeting rooms are available free of charge for government related public gatherings of a civic, cultural, or educational character. They are not available for social, political, religious or commercial purposes.

6. No admission charge or collections shall be attached to any meeting scheduled in any county owned meeting room. Nor shall donations be solicited.

7. Attendance at meetings shall be limited by fire regulations

8. Smoking is not permitted in any Tom Green County owned building.

9. Only non-alcoholic drinks and light refreshments may be served. Prior approval to serve non-alcoholic drinks or light refreshments must be obtained.

10. No equipment belonging to an organization using the meeting room facilities will be stored.

11. Set-up and arrangement as well as clearing of the rooms following the meeting are the responsibility of the person making reservation.

12. Neither the name nor the address of the county facility or library may be used as the official address or headquarters of any organization. The fact that a group is permitted to meet at the library does not in any way constitute an endorsement of the group's policies or beliefs.


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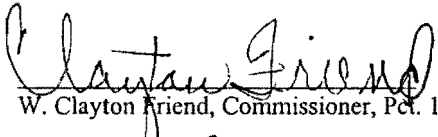
13. Organizations holding meetings assume responsibility for any damage to rooms and/or contents.

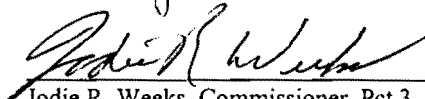
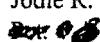
14. The County reserves the right to change or cancel reservations in the event of emergencies or when meetings do not conform to county policy.

15. Any exceptions to these rules will be at the discretion of the Tom Green County Commissioners Court.'

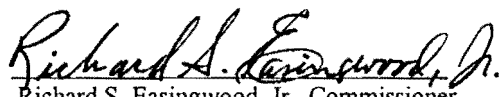
ADOPTED THIS THE 27 DAY OF AUGUST, 2002


Michael D. Brown, County Judge


W. Clayton Friend, Commissioner, Pct. 1


Jodie R. Weeks, Commissioner, Pct 3


Absent
Karl W. Bookter, Commissioner, Pct. 2


Richard S. Easingwood, Jr., Commissioner,