

**Tom Green County Commissioners' Court**  
**January 28, 2004**

The Commissioners' Court of Tom Green County, Texas, met in Regular Session January 28th, 2004 in the Edd B. Keyes Building, with the following members present:

Clayton Friend, Commissioner of Precinct #1  
Karl Bookter, Commissioner of Precinct #2  
Jodie R. Weeks, Commissioner of Precinct #3  
Richard Easingwood, Commissioner of Precinct #4 Michael D. Brown, County Judge

1. County Judge, Michael Brown, called the meeting to order at 8:06 AM
2. Judge Brown recessed the meeting at 8:06 AM to go into Closed/Executive Session in accordance with V.T.C.A. Government Code, Chapter 551, and Subchapter D.
5. **Judge Michael Brown reconvened the meeting in Open Session at 9:24 AM.**
6. The Pledge of Allegiance to the United States and the Texas Flags was recited.  
Commissioner Richard Easingwood offered the invocation.
16. **Commissioner Richard Easingwood moved to GRANT the LCRA (Lower Colorado River Authority) Transmission Services Corporation an easement and right-of-way 160 feet in width and 280 feet in length for a 345KV transmission line at a cost of \$3,950.00; payment of lawyer fees in the amount of \$1000.00 and authorize the County Judge to sign all necessary papers. Commissioner Jodie Weeks seconded the motion and all the Court voted in favor. (Recorded with these Minutes.)**
8. **Commissioner Clayton Friend moved to accept the Consent Agenda as presented with the exception of item K. Judge Brown seconded the motion. The following items were presented:**
  - A. **Approved the Minutes of the Regular Meeting of January 13<sup>th</sup>, 2004 and the Special Meeting of January 21<sup>st</sup>, 2004.**
  - B. **Approved the Minutes of Accounts Allowable (Bills) from January 14<sup>th</sup>-20<sup>th</sup>, 2004 in the amount of \$951,858.12 and from January 21<sup>st</sup> – 27<sup>th</sup>, 2004 in the amount of \$ 2,893,965.52.**  
**Purchase Orders from January 12<sup>th</sup> – 16<sup>th</sup>, 2004 in the amount of \$17,650.54 and from January 19<sup>th</sup> – 23<sup>rd</sup>, 2004 in the amount of \$9,22082.**
  - 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>	<u>Car Allow.</u>
HORTON, Jason T.	RKR	Rehire	01/15/04	Stand-By	\$ 7.50 /HR	
CERVANTES, Roberto	RKR	New Hire	01/16/04	Stand-By	\$ 7.50 /HR	
NECESSARY, Michelle	Elections	New Hire	01/29/04	Stand-By	\$ 6.00 /HR	
EDDINGS, Mary E.	Juvenile Detention	New Hire	01/16/04	N/A	\$ 668.21 S/M	
BENTLEY, Melissa D.	Juvenile Detention	Promotion	01/16/04	N/A	\$ 791.67 S/M	
GUTIERREZ, Anjelica	Juvenile Detention	Promotion	01/16/04	N/A	\$ 791.67 S/M	

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>	<u>Car Allow.</u>
SERNA, Sara G.	Sheriff	New Hire	02/02/04	12/1	\$ 699.98 S/M	
HARRISS, Bobby D.	CRTC (235)	Rehire	01/26/04	N/A	\$ 751.42 S/M	
FURMAN, Bryan M.	CSCD (218)	Salary Increase	02/16/04	N/A	\$1,381.00 S/M	
LOWRY, Alice G.	CSCD (218)	Salary Increase	01/16/04	N/A	\$1,578.13 S/M	
KETCHUM, Steven	CRTC (235)	Salary Increase	01/16/04	N/A	\$1,143.62 S/M	
STOUT, Jesse R.	CRTC (235)	Salary Increase	01/16/04	N/A	\$1,326.19 S/M	
HOUSEMAN, Deborah	CSCD (154)	*Salary Increase	11/01/03	N/A	\$1,291.75 S/M	
SPANN, Susie R.	CSCD (157)	*Salary Increase	12/16/03	N/A	\$ 796.29 S/M	
OLSON, Trilce	CSCD (218)	*Salary Increase	11/01/03	N/A	\$ 8.66 /HR	
COLLIER, Brooke E.	CSCD (218)	*Salary Increase	10/01/03	N/A	\$1,287.58 S/M	
CYPHERS, Rachel R.	CSCD (218)	*Salary Increase	10/01/03	N/A	\$1,413.50 S/M	
HILL, Charles A.	CSCD (218)	*Salary Increase	11/01/03	N/A	\$1,461.13 S/M	
SANCHEZ, Teresa D.	CSCD (218)	*Salary Increase	09/16/03	N/A	\$1,582.29 S/M	
YOUNGBLOOD, Don	CSCD (218)	*Salary Increase	12/01/03	N/A	\$1,110.58 S/M	
VASQUEZ, Yvette M.	CSCD (218)	*Salary Increase	09/16/03	N/A	\$ 950.79 S/M	
REYES, Federico	CSCD (282)	*Salary Increase	12/01/03	N/A	\$1,287.58 S/M	

GOETZ, Larry Ray	Sheriff	Resigned	01/13/04	20/7	\$1,205.05 S/M
LINDLEY, Vicki M.	Jail	Resigned	01/22/04	16/2	\$ 874.44 S/M
SELMAN, Mandy R.	Jail	Resigned	02/29/04	16/2	\$ 874.44 S/M
RUDER, Beverly J.	Personnel	Resigned	02/29/04	13/2	\$ 753.83 S/M
POAGUE II, James R.	Juvenile	Dropped	01/15/04	Temp	\$ 625.00 S/M
	Detention				
VASQUEZ, Armando	CSCD (218)	Dropped	01/29/04	Temp	\$ 14.74 /HR
RUBIO, Robert	RKR	Dropped	01/09/04	Stand- By	\$ 7.50 /HR
GUEVARA, Paulo	Solid Waste	Dropped	01/12/04	Stand- By	\$ 6.15 /HR

\*Retroactive Annual Step Increases

- D. Accepted the Extension Service Monthly Schedule of Travel as a matter of record. (Recorded with these minutes.)
- E. Acknowledged release of bond pledge in the amount of \$2,000,000.00 with a maturity date of 1-13-06; Acknowledged pledges for bonds in the amounts of \$1,000,000.00 (M/D 12-15-05), \$2,000,000.00(M/D 11-15-06) & \$2,000,000.00 (no date listed).
- F. Accepted the Collection Office's Report as presented. (Recorded with these minutes.)
- G. Accepted November 2003 reports by Justices of the Peace for Precincts 1 & 3, pursuant to Section 114.044 of the Local Government Code. (Filed for review in the County Clerk's Office.)
- H. February 20, 2004 was set as the opening date for RFP 04-017 "Internet Services for Health and Human Services Cat-D Grant."
- I. Approved receipt of Liability Insurance Policies for the period of 10-1-2003 to 10-1-2004.
- J. Approved the department name change from Personnel to Human Resources, as a matter of record.
- K. Tabled consideration of the 2003 Solid Waste Collection Report.
- L. Approved acceptance of the Sheriff's Office Racial Profiling Report as a matter of record. (Recorded with these minutes.)

**The motion passed unanimously.**

- 9. Commissioner Easingwood moved to accept the application of Terry Mobley (offer of employment was offered and accepted) as the Human Resource Director to begin immediately. Judge Brown seconded the motion and the motion passed unanimously.**
- 15. Commissioner Easingwood moved to approve the Jacobs Subdivision as presented by Max Jacobs. Commissioner Weeks seconded the motion and all voted in favor.**
- 10. Roy K. Robb report will be submitted monthly. No report today.**
- 11. Consideration for entering into contract for Health Service was tabled.**
- 12. Consideration for qualified credentialed counselor was tabled.**
- 13. Consideration for a Memorandum of Understanding for Health Service was tabled.**
- 14. Commissioner Friend moved to table the consideration to participate in the Texas Statewide VINE Program. Judge Brown seconded the motion and all voted in favor.**
- 17. Judge Brown moved to approve the Investment Policy for Tom Green County, as reviewed by the Investment Committee, to begin January 1, 2004. Commissioner Friend seconded the motion and all voted in favor. (Recorded with these minutes.)**
- 18. Judge Brown moved to appoint new members and/or reappointment of Board of Directors for the West Texas Industrial Development Corporation as presented: Arch Black & Charlie Powell (expires 2005); Mike Brown, Joe Mertz & Mike Boyd (expires 2006); Jamie Rainey & Fred Hernandez (Expires 2007). Commissioner Friend seconded the motion and all voted in favor.**
- 19. There was no action** taken on approval of Election Precinct Personnel. The individual Parties make this decision and pay associated expenses in the Primary Elections.
- 20. Judge Brown moved to approve the contract beginning July 1, 2004 through June 30, 2005 with MCI World Com for Telecommunication services with the proposed increase in band width as presented and allow the application for the E-rate discount. Commissioner Easingwood seconded the motion and all voted in favor. (Recorded with these minutes.)**
- 21. Judge Brown moved to approve the acceptance of the grant for Community Emergency Response Teams (Train the Trainer program) in the amount of**

**\$21,000.00 and ratify the County Judge's signature. Commissioner Weeks seconded the motion and all voted in favor.**

22. **Commissioner Easingwood moved to award savings bonds in lieu of plaques for years of service awards, from Employee Enrichment Funds, as presented:**

Amount of bond to be awarded for years of service are:

\$50 Bond - 10 & 15 yrs

\$75 Bond - 20 & 25 yrs

\$100 Bond - 30 & 35 yrs

\$200 Bond - 40 yrs

**Commissioner Weeks seconded the motion and all voted in favor.**

23. **Judge Brown moved to approve the Amendments to the Interlocal Agreement Texas Political Subdivisions Workers' Compensation Joint Self-Insurance Fund Guaranteed Cost Plan for Anniversary Adjustment and Employers Liability Coverage as presented. Commissioner Easingwood seconded the motion and all voted in favor. (Recorded with these minutes.)**
24. **Commissioner Friend moved to approve the continuation of the Temporary Housekeeping Position until the Supervisor's return and continue an additional two weeks to allow Supervisor's full time status, if necessary, salary to be taken from part-time line item. Commissioner Bookter seconded the motion and all voted in favor.**
25. **Commissioner Weeks moved to approve the sale of 1.39 acres of Tom Green County Tax Trustee property, described as Lot 10, Neumann Acres, to Ester Martin for the sum of \$1,000.00. Commissioner Friend seconded the motion and all voted in favor.**
26. **Commissioner Friend moved to rescind the Tom Green County Burn Band, based on recommendation by Ron Perry of the Forestry Service, effective today. Commissioner Weeks seconded the motion and all voted in favor.**
27. **Judge Brown moved to adopt the Fair Share for Federal Highways Resolution in support of H.R. 2208 (Highway Funding Equity Act of 2003), stating that we want to receive 100% return on trust fund contributions. Commissioner Friend seconded the motion and all voted in favor. (Recorded with these minutes.)**
28. There were no issues addressed relating to the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations.
29. There were no line item transfers.
30. **Future Agenda Items:**
1. Consider purchase of steel-toed boots as part of the uniform cost for road and bridge employees.
  2. Consider response to Texas Department of H & CA.
  3. Consider tabled items regarding the Roy K. Robb Post Adjudication Facility.
  4. Consider the Solid Waste Collection Report.
  5. Consider participation in the Texas Statewide VINE program regarding notification to victims on status of defendant.
  6. Consider incentives for no lost days due to accident or illness, etc.
  7. Consider entering into lease contract of a digital copier with Xerox WorkCenter Pro for the County Clerk's office.
31. **Announcements:**
1. Pipeline Group meeting.
  2. The Verizon Phone Book has several wrong numbers for County listings.
32. **Judge Brown adjourned the meeting at 11:26 AM.**

**I, Elizabeth McGill, County Clerk of Tom Green County, Texas do hereby attest that this is an accurate accounting of the proceedings of the Commissioners' Court Meeting that met in Regular Session on January 28th, 2004.**

**I hereby set my hand and seal to this record February 10th, 2004.**

---

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

## MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

NAME: John Begnaud	TITLE: CEA-Hort.
COUNTY: Tom Green	MONTH: December 2003

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
1	Extension Luncheon, UCRA water meeting			
2	Runnels pecan show, XQZ landscape design			
3	FCS Luncheon			
4	Television, Pecan Show-Sunset Mall			
5	TAMU Center-Training			
8	Texas Forrest Service Windbreak Seed Collection			
9	Peer Review-College Station			
12	Horticulture Project Group Meeting-San Antonio			
15-16	West Regional Pecan Show			
17	CEU Training-Abilene			
18	Performance Review-Tamu Center			
GRAND TOTAL OF MILEAGE, MEALS & LODGING		co truck	0	0

Other expenses (list)

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

TEXAS AGRICULTURAL EXTENSION SERVICE  
The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

NAME: BRANDON ASBILL

TITLE: CEA-4-H

COUNTY: Tom Green

MONTH: December 2003

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
12/1	San Angelo Stock Show Assoc. And 4-H council meeting	34		
12/2	Water Valley-tag goat for state validation	46		
12/3	Wall- swine validation	42		
12/3	Grape Creek-Project visit	30		
12/4	Darnell and Dickson, Gandy Ink	68		
12/5	Dist Off- TCFF training	21		
12/8	Project visits- west TGC	51		
12/9	Project visits-West TGC	62		
12/10	Dist Office	18		
12/11	Dist Off- CEU training	36		
12/15	Brown Park- Community service	6		
12/18	Dist Off- Performance Appraisal	36		
12/18	Fairgrounds- TGC Fair Sales comm mtg	17		
12/29	Trim steer for Meridith Wilde	20		
12/30	Weigh pigs, project visit Grape Creek	32		
12/30	Trim Steer for Meridith Wilde	20		
12/31	Project visit- Trevor Pfeiffer	30		
GRAND TOTAL OF MILEAGE, MEALS & LODGING		569	0	0

Other expenses (list) Personal cell phone use- 65 min @.40/min= \$26.00

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

## MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

NAME: Kelly L. Ahrens	TITLE: CEA-FCS
COUNTY: Tom Green	MONTH: December 2003

[illegible]

Other expenses (list)

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





DAVID E. HARRISON  
SENIOR VICE-PRESIDENT

1-8-03

Sue Ritter  
TIB  
Dallas, Texas

Dear Sue:

This letter is your authority to release the following bonds:

FHLMC  
Par: \$2,000,000.00  
M/D: 1/13/2006  
CUSIP: 3128XOUP2

David E. Harrison  
Senior Vice President

Diana Spieker  
Tom Green County Treasurer

2201 Sherwood Way  
San Angelo, Texas 76901  
(325) 949-3721  
Member  
F.D.I.C.





DAVID E. HARRISON  
SENIOR VICE-PRESIDENT

1-8-03

Sue Ritter  
TIB  
Dallas, Texas

Dear Sue:

Please pledge the following bonds to "TOM GREEN COUNTY":

FNMA  
Par: \$1,000,000.00  
M/D: 12/15/2005  
CUSIP: 31359MGM9

FNMA  
Par: \$2,000,000.00  
M/D: 11/15/2006  
CUSIP: 3136F2RU4

Yours truly,

A handwritten signature in cursive script, appearing to read "David E. Harrison".

David E. Harrison  
Senior Vice President

2201 Sherwood Way  
San Angelo, Texas 76901  
(325) 949-3721  
Member  
F.D.I.C.



DAVID E. HARRISON  
SENIOR VICE-PRESIDENT

1-15-04

Sue Ritter  
TIB  
Dallas, Texas

Dear Sue:

Please pledge the following bond to "TOM GREEN COUNTY":

FHLB  
PAR: \$2,000,000.00  
CUSIP: 3133X2S22

Yours truly,

David E. Harrison  
Senior Vice President

2201 Sherwood Way  
San Angelo, Texas 76901  
(325) 949-3721  
Member  
FDIC

VOL. 78 PG. 486

## Tom Green County

122 W Harris, San Angelo Texas 76903  
(325) 659-6469 / (325) 659-3243 Fax



*Dianna Spieker* County Treasurer

Collections Department

Merle Foley Collections Supervisor

De'Aun Jolley Caseworker

BJ Galvan Receptionist/Cashier

---

### Quarterly Activity Summary October-December 2003

#### County Court At Law

The Court data in this activity report reflects which Judge heard the case, not to which Court the case was assigned. Cases heard by a substitute Judge are assigned to the Judge being substituted for. Cases paid in full and old cases are included in the total revenues.

---

#### Justice of the Peace #2 and Justice of the Peace #3

Daily receipt of Intake sheets from JP #2 and JP #3, process information, schedule reminder letters with payment plan, verify no payment received prior to mailing letters. Offering support services for these offices.

---

Submitted by

1-28-04

Dianna Spieker, County Treasurer

Merle Foley, Supervisor

## *The Numbers for October-December 2003*

---

### County Courts

Cases Seen.....	333
Late Notices Sent.....	579
Phone Calls Out.....	3650
Phone Calls In/Walk-Ins.....	1420
# Capias Pro Fines Issued.....	80
# Capias Pro Fines Closed.....	74

---

### Justice of the Peace Courts

JP-2 Cases Referred to Collections.....	193
JP-3 Cases Referred to Collections .....	158

---

### Skip Traces Processed on behalf of County Clerk, County Treasurer, Constables, J.P's, & Collections

117 Sept-03	14 Oct-03	20 Nov-03	39 Dec-03
-------------	-----------	-----------	-----------

---

### COLLECTIONS RATE OCTOBER 03 - DECEMBER 2003

Collected.....	68%
Jail Credit.....	3%
Pending Payments.....	29%

### COLLECTIONS RATE OCTOBER 02 - SEPTEMBER 03

Collected.....	78%
Jail Credit.....	2%
Pending Payments.....	20%

---

**\*\*Note- Due to Holidays Collections may appear lower.**

**Total revenues received by the  
County Clerk for criminal cases.**

**2004, 2003, 2002, 2001, 2000**

<b>Fiscal Year</b>	<b>Revenues</b>	<b>% Change From Benchmark</b>	<b>% Change From Previous Year</b>
2004	\$136,098.62		
2003	\$660,393.08	18%	-6%
2002	\$698,003.94	28%	-3%
2001	\$716,803.50	32%	-6%
2000	\$768,835.18	41%	41%
1999*	\$544,606.50	*	

\* Benchmark for Collections created 10/99, opened doors 11/99.

*Total cash collected for the month and year  
by the Courts.*

Checks

Collected

Report

Page: 1

Date Run:

01/20/2004, 11:22:34

Date Range Selection: 10/01/2003 To 12/31/2003

Receipt Numbers May Be Out Of Sequence

Tom Green County Courts at Law  
Collections Department  
122 W. Harris Ave.  
San Angelo, Texas 76903-5877

COURT BREAKOUT TOTALS	Category	Check	Cash	Total
County Court at Law CCL#2	CR	200.00	43087.25	43287.25
County Court at Law CCL	CR	0.00	79557.85	79557.85

*Total cases referred for collections by  
offense for the month and year by the  
Courts.*



# OFFENSE SUMMARY REPORT

For Cases With Sentencing Date From 10/01/2003 - 12/31/2003

Court Number: CCL

Case Type	Total Cases	Amount Owed	Cash Paid	Jail/CSR Credit	Total Paid	Still Owed
ACBI	24	9729.00	2240.00	0.00	2240.00	7489.00
ALCO MINO	3	1622.25	629.00	100.00	729.00	893.25
ASSAULT A	1	270.25	180.25	0.00	180.25	90.00
BURG MV	2	1024.00	407.00	0.00	407.00	617.00
CM A/B	1	706.00	0.00	0.00	0.00	706.00
CM C	1	356.00	0.00	0.00	0.00	356.00
CRIM TR A	7	2162.00	1166.00	100.00	1266.00	896.00
CRIM TR B	3	1078.00	84.00	0.00	84.00	994.00
DWI	24	18054.00	4165.00	525.00	4690.00	13364.00
DWI 2ND	5	2919.25	417.00	0.00	417.00	2502.25
DWLS SR	34	15407.25	3902.00	400.00	4302.00	11105.25
EVADING A	4	1624.00	196.00	0.00	196.00	1428.00
FAIL2ID B	2	817.00	137.00	100.00	237.00	580.00
FRAUD D A	1	536.00	268.00	0.00	268.00	268.00
HARASS AB	1	386.00	96.00	100.00	196.00	190.00
INTR W/EM	2	922.00	166.00	0.00	166.00	756.00
INTR W/PD	2	892.00	456.00	0.00	456.00	436.00
MISDEMEAN	3	1393.00	369.00	0.00	369.00	1024.00
MTRP	1	60.00	0.00	0.00	0.00	60.00
POSS INHA	2	872.00	274.00	0.00	274.00	598.00
POSS MARJ	22	9316.75	2536.00	100.00	2636.00	6680.75
RECKLESS	3	1318.00	392.00	200.00	592.00	726.00
RESIST AR	1	561.00	0.00	0.00	0.00	561.00
RESIST TR	2	1290.25	779.25	0.00	779.25	511.00
TERRTHRTA	1	311.00	136.00	0.00	136.00	175.00
THEFT 1	14	6821.00	1856.00	750.00	2606.00	4215.00
THEFT CKS	37	9807.75	3184.75	150.00	3334.75	6473.00
THEFTSERA	1	281.00	98.00	0.00	98.00	183.00
WEAPON P	4	1779.00	218.00	0.00	218.00	1561.00
-----						
Total Cases	208	92315.75	24352.25	2525.00	26877.25	65438.50

# OFFENSE SUMMARY REPORT

For Cases With Sentencing Date From 10/01/2003 - 12/31/2003

Court Number: CCL#2

Case Type	Total Cases	Amount Owed	Cash Paid	Jail/CSR Credit	Total Paid	Still Owed
ACBI	9	4073.25	2047.25	0.00	2047.25	2026.00
ACBI FM	1	411.00	411.00	0.00	411.00	0.00
ALCO MINO	2	767.00	0.00	100.00	100.00	667.00
BURG MV	4	2249.00	158.00	200.00	358.00	1891.00
CRIM TR A	1	386.00	0.00	0.00	0.00	386.00
DWI	24	15404.00	5553.00	50.00	5603.00	9801.00
DWI 2ND	4	3704.00	880.00	0.00	880.00	2824.00
DWLS SR	11	5084.25	2448.25	0.00	2448.25	2636.00
EVADING A	2	672.00	0.00	0.00	0.00	672.00
FAIL2ID B	1	331.00	0.00	0.00	0.00	331.00
INTR W/EM	1	361.00	129.00	0.00	129.00	232.00
INTR W/PD	1	706.00	0.00	200.00	200.00	506.00
MISDEMEAN	3	2198.00	625.00	0.00	625.00	1573.00
MTRP	1	85.00	0.00	0.00	0.00	85.00
POSS MARJ	17	8567.00	1860.00	150.00	2010.00	6557.00
RECKLESS	2	932.00	482.00	0.00	482.00	450.00
RESIST AR	5	1731.00	356.00	0.00	356.00	1375.00
THEFT 1	7	3563.50	1439.00	0.00	1439.00	2124.50
THEFT CKS	26	7262.75	2612.25	200.00	2812.25	4450.50
WEAPON P	3	1533.00	692.00	0.00	692.00	841.00
-----						
Total Cases	125	60020.75	19692.75	900.00	20592.75	39428.00

O F F E N S E   S U M M A R Y   R E P O R T

For Cases With Sentencing Date From 10/01/2003 - 12/31/2003

Court Number: JP-2

Case Type	Total Cases	Amount Owed	Cash Paid	Jail/CSR Credit	Total Paid	Still Owed
MISD	192	29279.00	215.00	0.00	215.00	29064.00
SPEEDING	1	145.00	0.00	0.00	0.00	145.00
-----						
Total Cases	193	29424.00	215.00	0.00	215.00	29209.00

O F F E N S E   S U M M A R Y   R E P O R T

For Cases With Sentencing Date From 10/01/2003 - 12/31/2003  
Court Number: JP-3

Case Type	Total Cases	Amount Owed	Cash Paid	Jail/CSR Credit	Total Paid	Still Owed
MISD	158	27050.00	538.00	4435.00	4973.00	22077.00
-----						
Total Cases	158	27050.00	538.00	4435.00	4973.00	22077.00

TRUMAN RICHEY  
CHIEF DEPUTY



TELEPHONE  
AC 325-655-8111  
FAX 325-655-5393

JOE B. HUNT  
SHERIFF  
TOM GREEN COUNTY  
222 W. HARRIS  
SAN ANGELO, TEXAS 76903

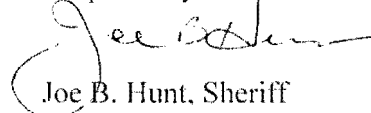
January 23, 2004

Tom Green County Commissioner's Court  
113 W. Beauregard  
San Angelo, TX 76903

Dear Commissioner's Court.

Enclosed please find Tom Green County Sheriff's Department Racial Profile Data 2003  
Annual Report.

Respectfully submitted,

  
Joe B. Hunt, Sheriff

**TOM GREEN COUNTY SHERIFF'S DEPARTMENT  
RACIAL PROFILING DATA  
2003 ANNUAL REPORT**

<b>TOTAL NUMBER OF LICENSED DRIVERS IN TOM GREEN COUNTY BY ETHNIC GROUP</b>	<b>TOTAL NUMBER OF CONTACTS IN TOM GREEN COUNTY BY ETHNIC GROUP</b>
White** 76,231	White 6091
Black 2,904	Hispanic 1887
Native American 140	Black 329
Asian 615	Native American 0
Other 577	Asian 48
** Includes Hispanic	Other 5
	Total Number Contacts 8360

<b>Total Number Contacts by Race (%)</b>	
White	0.1047
Black	0.1133
Native American	0.0000
Asian	0.0780
Other	0.0087

<b>Total Number of contacts by Race with search</b>	
White	624
Black	33
Native American	0
Asian	6
Other	0
Total	663

<b>Total Number stops with search by Race (%)</b>	
White	0.0782
Black	0.1003
Native American	#DIV/0!
Asian	0.1250
Other	0.0000

<b>Total Number of contacts by Race with Consensual Search</b>	
White	223
Black	10
Native American	0
Asian	1
Other	0

<b>Total Number of Contacts by Race with Consensual Search (%)</b>	
White	0.0280
Black	0.0304
Native American	#DIV/0!
Asian	0.0208
Other	0.0000

<b>Total Number of contacts by Race with Probable Cause</b>	
White	47
Black	2
Native American	0
Asian	1
Other	0

<b>Total Number of contacts by Race with Probable Cause (%)</b>	
White	0.006
Black	0.006
Native American	#DIV/0!
Asian	0.021
Other	0.000

<b>Total Number of Contacts by Race that Resulted in a Custodial Arrest</b>	
White	304
Black	13
Native American	0
Asian	2
Other	0

<b>Total Number of Contacts by Race that Resulted in a Custodial Arrest (%)</b>	
White	0.038
Black	0.040
Native American	#DIV/0!
Asian	0.042
Other	0.000

**TOM GREEN COUNTY SHERIFF'S DEPARTMENT  
RACIAL PROFILING DATA**

**Semi-Annual Report**

Month	Rsn for Race Stop				Vehicle Search		Type of Search				Cont. Found		Type of Contraband				Custodial Arrest	
	Cau	Wrm	Clt	Yes	No	Con	PC	ITA	Inv	Yes	No	Dru	Wep	Cur	O	Yes	No	
Jan-white	511	262	249	21	490	12	4	9	3	3	508	1	1	0	2	7	504	
Feb-White	503	269	234	13	486	7	1	6	2	2	495	0	0	0	0	9	493	
Mar-white	582	327	254	18	554	9	1	7	2	5	564	4	0	0	1	8	574	
Apr-White	469	261	207	31	428	15	2	10	6	5	445	2	0	1	2	11	457	
May-White	583	333	244	43	534	17	2	19	11	7	381	2	0	0	3	29	553	
June-White	508	279	230	29	479	12	4	9	4	8	199	5	0	0	5	16	493	
July-White	494	289	204	42	438	10	10	20	8	8	245	2	0	1	8	19	475	
Aug-White	430	265	169	40	373	23	2	17	2	13	62	6	0	0	9	20	410	
Sept-White	494	283	212	24	458	13	0	11	7	3	43	2	0	0	2	19	475	
Oct-White	508	309	200	28	475	10	3	16	7	4	37	2	1	0	1	17	491	
Nov-White	436	260	176	24	396	9	2	14	3	3	52	3	1	0	0	13	423	
Dec-White	573	187	392	23	522	14	2	8	3	10	62	6	0	0	3	18	555	
Total-White	6091	3324	2771	336	5633	151	33	146	58	71	3093	35	3	2	36	186	5903	
Jan-Hisp	144	64	80	9	135	0	1	9	3	0	144	0	0	0	0	7	137	
Feb-Hisp	170	70	99	12	155	7	0	5	3	4	162	2	0	0	1	3	167	
Mar-Hisp	175	85	88	27	142	13	4	11	3	3	162	2	0	0	1	15	160	
April-Hisp	138	77	61	14	121	6	2	6	1	2	136	0	0	0	2	5	133	
May-Hisp	160	98	77	22	153	5	2	13	6	3	105	2	0	0	1	13	163	
June-Hisp	167	74	93	28	132	8	0	16	9	7	103	5	0	1	3	16	150	
July-Hisp	181	87	94	17	156	6	0	8	3	4	85	2	0	0	1	15	166	
Aug-Hisp	160	87	71	16	136	9	1	6	1	2	32	1	0	0	1	8	152	
Sept-Hisp	147	98	50	18	124	6	0	12	4	6	23	3	0	0	3	13	134	
Oct-Hisp	144	73	73	11	133	5	0	6	3	1	19	1	0	0	0	9	136	
Nov-Hisp	132	67	66	8	114	1	1	7	3	0	19	0	0	0	0	7	125	
Dec-Hisp	169	57	113	14	147	6	3	9	3	3	24	2	0	0	2	7	162	
Total-Hisp	1887	937	965	196	1648	72	14	108	42	35	1014	20	0	1	15	118	1785	
Jan-Black	33	15	18	4	29	1	1	2	0	0	33	0	0	0	0	1	32	
Feb-Black	29	15	14	2	27	2	0	1	1	1	28	1	0	0	0	1	28	
Mar-Black	27	14	13	0	27	0	0	0	0	0	27	0	0	0	0	0	27	
April-Black	25	11	14	2	22	1	0	1	0	0	25	0	0	0	0	1	24	
May-Black	31	20	11	0	31	0	0	0	0	0	20	0	0	0	0	0	31	
June-Black	33	15	18	5	28	1	0	4	2	0	19	0	0	0	0	2	31	
July-Black	21	8	13	3	16	1	1	1	0	0	14	0	0	0	0	1	20	
Aug-Black	27	11	16	0	27	0	0	0	0	0	4	0	0	0	0	0	27	
Sept-Black	15	9	6	1	13	1	0	0	0	1	1	1	0	0	0	0	15	
Oct-Black	34	15	19	6	28	2	0	3	2	0	5	0	0	0	0	4	30	
Nov-Black	22	15	7	3	20	1	0	2	1	0	5	0	0	0	0	2	20	
Dec-Black	32	13	19	1	31	0	0	1	0	0	3	0	0	0	0	1	31	
Total-Black	329	161	168	27	299	10	2	15	6	2	184	2	0	0	0	13	316	
Jan-NaAm	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Feb-NaAm	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Mar-NaAm	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
April-NaAm	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
May-NaAm	0	0	1	0	1	0	0	0	0	0	1	0	0	0	0	0	1	
June-NaAm	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
July-NaAm	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Aug-NaAm	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Sept-NaAm	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Oct-NaAm	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Nov-NaAm	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Dec-NaAm	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total-NaAm	0	0	1	0	1	0	0	0	0	0	1	0	0	0	0	0	1	
Jan-Asian	5	2	3	0	5	0	0	0	0	0	5	0	0	0	0	0	5	
Feb-Asian	4	2	2	0	4	0	0	0	0	0	4	0	0	0	0	0	4	
Mar-Asian	1	1	0	0	1	0	0	0	0	0	1	0	0	0	0	0	1	
Apr-Asian	4	3	1	1	3	0	1	0	0	0	4	0	0	0	0	0	4	
May-Asian	8	5	3	0	8	0	0	0	0	0	5	0	0	0	0	0	8	
June-Asian	3	1	2	0	3	0	0	0	0	0	3	0	0	0	0	0	3	
July-Asian	1	0	1	1	0	0	0	1	0	0	1	0	0	0	0	0	1	
Aug-Asian	6	6	0	0	6	0	0	0	0	0	1	0	0	0	0	0	6	
Sept-Asian	8	2	6	2	6	1	0	1	0	0	3	0	0	0	0	1	7	
Oct-Asian	3	3	1	1	2	0	0	1	1	1	0	1	0	0	0	1	2	
Nov-Asian	1	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	1	
Dec-Asian	4	1	3	0	3	0	0	0	0	0	0	0	0	0	0	0	4	
Total-Asian	48	26	23	5	42	1	1	3	1	1	27	1	0	0	0	2	46	

Jan-Other	2	2	0	0	2	0	0	0	0	0	2	0	0	0	0	0	2
Feb-Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mar-Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
April-Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
May-Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
June-Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
July-Other	1	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	1
Aug-Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sept-Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oct-Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov-Other	1	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
Dec-Other	1	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	1
Total-Other	5	3	2	0	5	0	0	0	0	0	2	0	0	0	0	0	5



**EASEMENT AND RIGHT-OF-WAY**

THE STATE OF TEXAS           §  
COUNTY OF TOM GREEN       §       **KNOW ALL MEN BY THESE PRESENTS:**

That Tom Green County, a political subdivision of the State of Texas ("Grantor") for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by **LCRA TRANSMISSION SERVICES CORPORATION**, a Texas non-profit corporation and statutory affiliate of the Lower Colorado River Authority, a conservation and reclamation district of the State of Texas ("Grantee"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has bargained, sold and conveyed and by these presents does hereby bargain, sell and convey to Grantee, its successors and assigns, an easement and right-of-way across the following described real estate situated in Tom Green County, Texas, with the right to construct, reconstruct, relocate, upgrade, operate, inspect, patrol, maintain, repair, replace and remove electric transmission lines and associated telecommunications lines placed upon a single line of double circuit 345kV towers (hereinafter referred to as transmission lines). Said property across which said easement is granted being described as follows:

17.66 acres of land, more or less, being out of a 112.2 acre tract of land, out of Llano County School Land Survey 964, Abstract 1609, and being more particularly described in Volume 669, Page 152 of the Deed Records in Tom Green County, Texas.

Said easement along which said transmission lines shall extend is described as follows:

See Exhibits "A" and "B" attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** the above described easement, rights, and privileges unto Grantee, its successors and assigns forever so long as same are used for said purposes, and Grantor and Grantee stipulate, agree and covenant to abide by the following provisions:

1. Grantor retains and shall have the right to full use and enjoyment of the surface of the lands upon which this easement is granted, subject only to the non-exclusive rights of Grantee to use the surface estate in the manner and for the purposes herein expressed.
2. Grantee agrees that no double circuit 345kV towers (hereinafter referred to as "towers") (excluding reconstruction or relocation of such towers or erection of temporary structures necessitated by emergency conditions or construction) shall be erected on the easement area.
3. Prior to cutting any fences and to prevent slackening of wire, Grantee agrees to install "H" type metal fence braces and posts adequately braced and reinforced to the reasonable satisfaction of Grantor. Grantee shall have the authority to install permanent gates as required for access down the right-of-way, provided such gates are made of metal construction and are kept closed and locked except when in use.
4. Neither employees nor agents of Grantee shall do any hunting or bring dogs or guns on any part of the property described herein, nor on any part of the right-of-way herein granted.
5. Promptly upon the completion of construction of the towers and transmission lines, and any subsequent operations which shall include but not be limited to reconstruction, relocation, upgrade, operation, inspection, patrol, maintaining, repairing, replacement, and removal of electric transmission lines and towers, Grantee shall restore the surface of the easement and right-of-way to the natural contour of the land and its condition as existed immediately prior to such operations hereunder. Grantee further agrees not to dig for nor extract caliche or topsoil from the right-of-way area except at structure locations, if any.
6. In the event the consequences of the construction produce or result in rocks remaining on the surface of the easement area, in excess of the density and size of those naturally present in areas adjoining either side of the easement area, then upon completion of the construction of the transmission lines and towers, Grantee shall remove such rocks so as to leave the easement area comparable to the adjoining premises.
7. The easement conveyed herein is a non-exclusive easement and Grantor has the right to grant easements or rights-of way to third parties over, across and through the easement area, provided that the use of the easement area by third parties does not unreasonably interfere with Grantee's use of the easement area.
8. Grantee shall use care to prevent the consequences of erosion commencing on the easement area or on Grantor's premises immediately adjoining thereto as a

consequence of the construction, maintenance and operation of the transmission lines and towers.

9. Grantee shall use reasonable care to keep the easement area herein described free and clear of all litter, trash and debris in any manner arising from its construction, maintenance or subsequent operations.
10. Grantee is authorized to remove, cut and trim all trees, shrubbery and brush along and within the easement area necessary for its operation and maintenance of the transmission lines and towers.
11. Grantee's access to the transmission lines and appurtenances for construction and other authorized purposes shall be limited by ingress and egress over the easement area. Grantee shall stay within the easement area at all times however, if absolutely necessary, Grantee shall have reasonable access over any other part of Grantor's property upon advance notice and consent, which consent shall not be unreasonably withheld.
12. Grantee shall be liable as prescribed by law to Grantor in Tom Green County, Texas for all damages sustained by Grantor on Grantor's adjoining premises as a consequence of or resulting from (I) Grantee's construction of the transmission lines and towers and (ii) Grantee's operation, inspection, replacement, reconstruction, relocation, removal, repair, maintenance, or management of the transmission lines and towers.
13. Grantee, to the extent allowed by law, hereby binds itself, its successors and assigns to indemnify and hold Grantor, its agents, employees, elected officials, representatives, successors, and assigns harmless from any and all claims, losses, damages, demands, and causes of action of any kind or character asserted against Grantor, its agents, employees, elected officials, representatives, successors, and assigns, to the extent such claims, losses, damages, demands, and causes of action arise out of or result from (1) the negligent acts or omissions of Grantee and its employees, agents and representatives in connection with (a) the installation, construction, relocation, reconstruction, upgrade, operation, maintenance, repair, replacement, and removal of the transmission lines and towers covered hereby or (b) the exercise of any right or privilege hereunder; (2) any condition created, maintained or suffered to exist on or about the easement area to the extent same is due to the negligent acts or omissions of Grantee and its employees, agents and representatives including all expenses of litigation (including, but not limited to, reasonable court costs, deposition expenses, expert witness fees, and attorney's fees).
14. Grantee, its successors and assigns, shall indemnify and hold Grantor harmless from all liability, including costs of whatever kind or amount, arising out of or resulting

from Grantee's failure to comply, whether through negligence or otherwise, with all applicable federal and/or state environmental laws, including but not limited to RCRA and CERCLA (and as they may be reauthorized and/or amended) and all other federal and state laws, in constructing, reconstructing, relocating, upgrading, moving, operating, inspecting, patrolling, maintaining and repairing its transmission lines and towers and handling, storing, releasing or threatening to release, transporting or disposing of all substances, including but not limited to hazardous substances and hazardous wastes, on or from the easement area.

15. Upon removal of said transmission lines and towers or any part thereof, or any appurtenances thereto, Grantee shall restore the easement area substantially to its natural condition.
16. Should Grantee fail to complete initial construction of the transmission lines and towers within five (5) years of the date hereof, or, after construction of the transmission lines and towers, should the easement and right-of-way cease to be used for the purposes set forth in this easement and such easement and right-of-way are abandoned by Grantee, then the rights granted hereunder shall ipso facto cease and automatically terminate; however, Grantee's liability for performance of Grantee's obligations hereunder shall not terminate until performance is completed. Upon final termination of this easement, Grantee shall prepare and file any necessary release of easement and pay the required filing fees for same.
17. Upon termination of this easement and right-of-way, Grantee shall, within two hundred seventy (270) days thereafter, remove the transmission lines, towers and appurtenances located in the easement area. Grantee shall restore the easement area to its natural state in effect immediately prior to the removal.
18. Grantee accepts this easement without express or implied warranty and subject to all rights of third persons or parties existing prior to the date hereof. All warranties that might arise by common law and the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.
19. Grantor retains all minerals and mineral rights, and the right to use the land covered by said easement, as long as such use does not unreasonably interfere with the easement and rights herein granted. However, Grantor shall not erect, locate or permit the erection or location of any permanent structure or obstruction of any type whatsoever within the easement area described above.
20. This easement and right-of-way grant supercedes all prior negotiations, agreements, representations, and understandings, if any, between the parties with respect to the matters herein. This easement may not be modified, discharged, or changed in any respect whatsoever, except by a further agreement in writing and signed by Grantor

and Grantee.

21. Grantee shall have the right to assign this easement but in the event of an assignment, the assignee shall assume all of Grantee's obligations and covenants under this easement and right-of-way grant.
22. Grantee shall have the right to install telecommunications lines on the towers; however, such telecommunications lines shall only be used in reference to the generation, transmission, and distribution of electricity and for no other purpose.

This Easement and Right-of-Way grant shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors, assigns and representatives forever or until terminated by a recordable instrument or as may otherwise be provided herein or by law.

WITNESS our hands on this 28 day of January, 2004.

GRANTOR:

TOM GREEN COUNTY, TEXAS

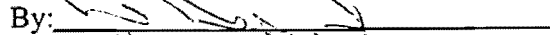


MICHAEL D. BROWN, County Judge of  
Tom Green County, Texas, in his official  
capacity as not individually

GRANTEE:

LCRA TRANSMISSION SERVICES  
CORPORATION



By: 

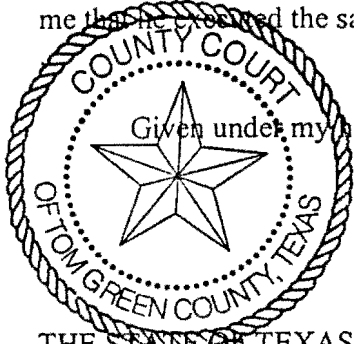
Name: Heather Bailey

Title: Gen. Mgr. of Contracting Office

THE STATE OF TEXAS  
COUNTY OF TOM GREEN

§  
§

Before me, the undersigned authority, on this day personally appeared MICHAEL D. BROWN, County Judge of Tom Green County, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

§  
§

Given under my hand and seal of office this the 28<sup>th</sup> day of January, 2004.

Elizabeth McGill  
Notary Public, State of Texas

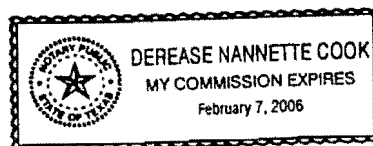
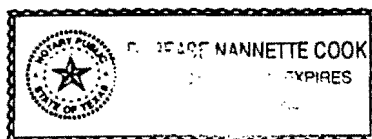
Elizabeth McGill  
County Clerk  
Tom Green County, Texas

Barley Before me, the undersigned authority, on this day personally appeared Heather of LCRA TRANSMISSION SERVICES CORPORATION, a Texas Non-Profit Corporation and Statutory Affiliate of the Lower Colorado River Authority, a conservation and reclamation district of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 28 day of February, 2004.

Derease Nannette Cook  
Notary Public, State of Texas

After recording, return to:  
Kyle D. Tatom  
Wagstaff, Alvis, Stubbeman,  
Seamster and Longacre, L.L.P.  
P.O. Box 360  
Abilene, Texas 76904-0360



## CoJel Surveying, Inc.

Registered Professional Land Surveyors  
1165 Lytle Way, Ste B  
Abilene, Texas 79602  
Telephone (915) 673-3704

Planning - Subdivisions - Locations - Lots  
Farms - Ranches - Route Surveys  
Global Positioning System (GPS)

Exhibit A  
LL # TG-9c (B)

Being the description of an easement tract of land 160' in width, 80 feet each side of centerline and being out of the following Survey;

17.66 acres of land, more or less, being out of a 112.2 acre tract of land, out of Llano County School Land Survey 964, Abstract 1609, and being more particularly described in Volume 669, Page 152, of the Deed Records of Tom Green County, Texas.

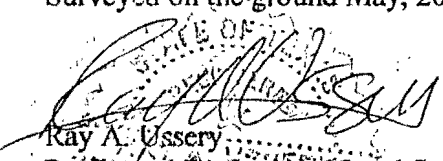
and said centerline being more particularly described as follows:

Beginning at a 1/2" metal rebar set on the East line of said 17.66 acre tract whence a 4 1/2" Steel pipe fence corner post found for a corner of said 17.66 acre tract bears N26°38'20"W 1090.26' and a brass cap found for the Southeast corner of said 17.66 acre tract bears S26°38'20"E 144.27';

Thence N88°54'52"W a distance of 281.75' to a 1/2" metal rebar set on the West line of said 17.66 acre tract of land and the East line of U.S. Highway 87 recorded in Volume 423, Page 567, and Volume 440, Page 343, all in Deed Records, Tom Green County, Texas for the end of this easement, whence a found Brass Cap marked C-202-4 for the Northwest corner of said 17.66 acre tract of land bears N52°30'17"W 3441.64' and said easement being 281.75' in length and containing 1.04 acres of land.

Bearings and distances based on Lambert Grid, Texas Central Zone NAD83/93.  
Note: See attached plat. (Exhibit 'B')

Surveyed on the ground May, 2001.

  
Ray A. Ussery  
Registered Professional Land Surveyor  
R.P.L.S. No. 5311

September 4, 2001

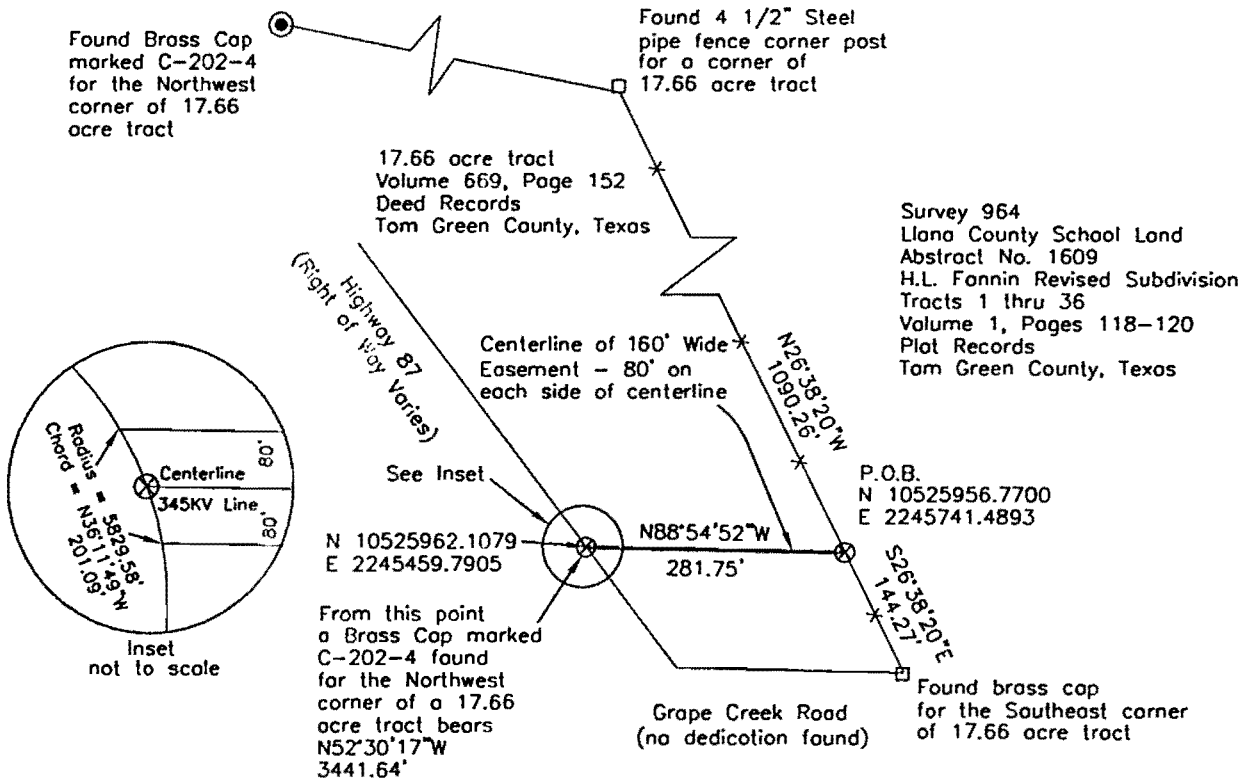
LL # TG-9c (B)

## EXHIBIT B

NOTE: RESEARCH PROVIDED BY:  
RIGHT OF WAY SERVICE, INC.  
P.O. BOX 69  
ALICE, TX. 78333  
361/664-8973

## LEGEND

⊗ = 1/2" METAL REBAR SET  
P.O.B. = POINT OF BEGINNING  
N = NORTHING COORDINATE  
E = EASTING COORDINATE



Note: Highway 87 recorded in Volume 423, Page 567, Deed Records, Tom Green County, Texas, and Volume 440, Page 343

Easement:  
Linear Feet of Centerline = 281.75'  
Acreage = 1.04 Acres

Note: Centerline of 160' easement crosses Centerline of Highway 87 at approximate Highway Station 246+58

Not to Scale

LL# TG-9c (B)

1. Tom Green County, Texas

Being a plat showing the centerline of a 160' wide easement across a tract of land being 17.66 acres of land, more or less, being out of a 112.2 acre tract of land, out of Llano County School Land Survey 964, Abstract 1609, and being more particularly described in Volume 669, Page 152 of the Deed Records of Tom Green County, Texas and said centerline being more particularly described in Exhibit 'A' attached to this plat.

Note: See attached field notes.

Note: Bearings and distances based on Lambert Grid,  
Texas Central Zone NAD83/93.  
Combined Scale Factor = 0.999858

Surveyed on the ground May, 2001.

*Roy A. Jussery*  
Roy A. Jussery  
Registered Professional Land Surveyor  
R.P.L.S. NO. 5311

Drawn by: CEW

September 12, 2001

WTU345\DRAWINGS\TG-9c.DWG



# **INVESTMENT POLICY TOM GREEN COUNTY, TEXAS**

**For the year beginning January 1, 2004**

## **I. Investment Scope**

### **General Statement**

This policy serves to satisfy the statutory requirements of Local Government Code 116.112 and Government Code Chapter 2256 to define and adopt a formal investment policy.

### **Funds Included**

This investment policy applies to all financial assets of all funds of the County of Tom Green, Texas at the present time and any funds to be created in the future, and any other funds held in custody by the County Treasurer, unless expressly prohibited by law or unless it is in contravention of any depository contract between Tom Green County and any depository bank.

## **II. Investment Objectives**

### **General Statement**

Funds of the County will be invested in accordance with federal and state laws, this investment policy and written administrative procedures. The County will invest according to investment strategies for each fund as they are adopted by Commissioners' Court resolution in accordance with 2256.005(d).

### **Safety**

The County is concerned about the return of its principal; therefore, safety of principal is the primary objective in any investment transaction.

### **Liquidity**

The County's investment portfolio must be structured in conformity with an asset/liability management plan (mmp) which provides for liquidity necessary to pay obligations as they become due, utilizing investment instruments, the final maturity of which, is one (1) year or less unless approved in advance by the Investment Advisory Committee.

### **Diversification**

It will be the policy of the County to diversify its portfolio to eliminate the risk of loss resulting from over concentration of assets in specific maturities, a specific issuer or a specific class of investments. Investments of the County shall always be selected that provide for safety of principal, stability of income and reasonable liquidity prior to maturity.

## **Yield**

It will be the objective of the County to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives, investment strategies for each fund, and all state and federal law governing investment of public funds.

## **Maturity**

Portfolio maturities will be structured to meet the obligations of the County first and then to achieve the maximum rate of return consistent with liquidity requirements. When the County has funds that will not be needed to meet current-year obligations, maximum restraints will be imposed based upon the investment strategy for each fund.

## **Quality and Capability of Investment Management**

It is the County's policy to provide training required by the Public Funds Act, Sec. 2256.008 and periodic training in investments for the County Treasurer, who is also named County Investment Officer, and other members of the Investment Advisory Committee through courses and seminars offered by professional organizations and associations in order to insure the quality, capability, professional expertise and timeliness of the County Investment Officer and other members of the Investment Advisory Committee in making investment decisions. The County Judge, the County Auditor, County Commissioner and the Citizen are required to receive 10 PFIA hours of education every two calendar years. The Investment Officer will be required to achieve the CIO credential and maintain the CIO credential, thus requiring 20 hours per year of education.

# **III. Investment Responsibility and Control**

## **Investment Advisory Committee**

It is further the purpose of this policy to establish an Investment Advisory Committee comprised of five (5) members. Those members being the County Judge, the County Treasurer, the County Auditor and one Commissioner alternating on a biannual basis beginning with the precinct one Commissioner and followed by the Commissioners' of precincts 2, 3, and 4 and then repeating. The fifth member of the Investment Advisory Committee shall serve a minimum one calendar year term, and shall be a qualified citizen with experience in investment management suggested by the four County officials of the committee and approved by the Commissioners' Court. The Investment Advisory Committee derives its authority and responsibility from the Commissioners' Court. It will be the responsibility of the committee to oversee the investment of the County's funds and those proprietary and fiduciary funds that Tom Green County has the responsibility and authority to invest.

## **County's Investment Officer**

In accordance with sec.116.112 (a), Local Government Code and/or Government Code Chapter 2256, the County Investment Officer under the supervision of the Tom Green County Commissioners' Court, may invest County funds that are not immediately required to pay obligations of the County.

If the investment officer has a personal business relationship with an entity, or is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment of the county, the Investment Officer must file a statement disclosing that personal business interest, or relationship, with the Texas Ethics Commission and the Commissioners' Court in accordance with Government Code 2256.005(i).

## **Liability of Investment Officer**

In accordance with sec. 113.005, Local Government Code, the County Investment Officer is not responsible for any loss of the County funds through the failure or negligence of a depository. This section does not release the Investment Officer from responsibility for a loss resulting from the official misconduct or negligence of the Investment Officer, including a misappropriation of the funds, or from responsibility for funds until a depository is selected and the funds are deposited. If the Investment Officer is other than the County Treasurer, that person must be fully bonded.

## **IV. Investment Reporting**

### **Regular Reports**

In accordance with Government Code 2256.023, not less than quarterly, the investment officer shall prepare and submit to the Tom Green County Commissioners' Court a written report of investment transactions for all funds covered by this chapter for the preceding reporting period.

A. The report must:

- (1) describe in detail the investment position of the entity on the date of the report;
- (2) be prepared jointly by all investment officers of the entity;
- (3) be signed by each investment officer of the entity;
- (4) contain a summary statement, prepared in compliance with generally accepted accounting principles, of each pooled fund group that states the:
  - b. beginning market value for the reporting period;
  - c. additions and changes to the market value during the period;
  - d. ending market value for the period; and
  - e. fully accrued interest for the reporting period;
- (5) state the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;
- (6) state the maturity date of each separately invested asset that has a maturity date;
- (7) state the account or fund or pooled group fund in the state agency or local government for which each individual investment was acquired; and
- (8) state the compliance of the investment portfolio of the state agency or local government as it relates to:
  - a. the investment strategy expressed in the agency's or local government's investment policy; and
  - b. relevant provisions of this chapter.
- (9) The report shall be presented not less than quarterly to the governing body and the chief executive officer of the entity within a reasonable time after the end of the period.
- (10) If an entity invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers under this section shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the governing body by that auditor.

### **Annual report**

Annually, the County Investment Officer will prepare a written fiscal year report concerning the County's investment transactions for the preceding year and describing in detail the investment position of all of the funds for which the County has the investment authority and responsibility as of the date of the report. In addition, education hours for all members will be presented.

## Notification of investment changes

It shall be the duty of the County Investment Officer of Tom Green County, Texas to notify the Tom Green County Commissioners' Court of any significant changes in current investment methods and procedures prior to their implementation, regardless of whether they are authorized by this policy or not.

## V. Investment Types

### Authorized

The County Investment Officer shall use any or all of the following authorized investment instruments consistent with governing law (Government Code, Chapter 2256):

- A. Except as provided by Government Code 2256.009, the following are authorized investments:
  - 1. obligations of the United States or its agencies and instrumentality's;
  - 2. direct obligations of the state of Texas or its agencies and instrumentalities;
  - 3. other obligations, the principal of and interest on which are unconditionally guaranteed or insured by or backed by the full faith and credit of, the state of Texas or the United States or their respective agencies and instrumentalities;
  - 4. obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent;
- B. Certificates of deposit if issued by state and/or national banks domiciled in this state or a savings and loan association domiciled in this state and is (Government Code 2256.010):
  - 1. guaranteed or insured by the federal deposit insurance corporation, or its successor; and
  - 2. secured by obligations that are described by Section 2256.009(a) of the Public Funds Investment act, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described by Section 2256.009(a) of the Public Funds Investment act.
- C. A fully collateralized direct repurchase agreements as defined in the Public Funds Investment Act, if it (Government Code 2256.011):
  - 1. has a defined termination date;
  - 2. is secured by obligations described by Section 2256.009(a)(1) of the Public Funds Investment Act; and
  - 3. requires the securities being purchased by the County to be pledged to the County, held in the County's name, and deposited at the time the investment is made with the county or with a third party selected and approved by the county.
- D. A prime domestic bankers' acceptance if it (Government Code 2256.012):
  - 1. has a stated maturity of 270 days or less from the date of its issuance;
  - 2. will be, in accordance with its terms, liquidated in full at maturity;
  - 3. is eligible for collateral for borrowing from a Federal Reserve Bank; and
  - 4. is accepted by a bank organized and existing under the laws of the United States or any state, the short-term obligations of which (or of a bank holding company of which the bank is the largest subsidiary) are rated at least A-1, P-1, or the equivalent by at least one nationally recognized credit rating agency.
- E. Commercial paper is an authorized investment if the commercial paper (Government Code 2256.013):
  - 1. has a stated maturity of 270 days or less from the date of its issuance
  - 2. is rated not less than A-1, P-1, or the equivalent rating by at least:
    - a. two nationally recognized credit rating agency; or
    - b. one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state thereof.

F. Mutual funds and money market mutual funds with limitations described below (Government Code 2256.014):

1. A no-load money market mutual fund is authorized if it:
  - a. is regulated by the Securities and Exchange Commission;
  - b. has a dollar-weighted average stated portfolio maturity of 90 days or less;
  - c. included in its investment objectives the maintenance of a stable net asset value of \$1 for each share.
2. A no-load mutual fund is authorized if it:
  - a. is registered with the Securities and Exchange Commission;
  - b. has an average weighted portfolio maturity of less than 2 years;
  - c. is invested exclusively in obligations approved by this subchapter;
  - d. is continuously rated as to investment quality by at least one nationally recognized investment rating firm or not less than AAA or it equivalent; and
  - e. conforms to the requirements set forth in Sections 2256.016(b) and (c) relating to the eligibility of investment pools to receive and invest funds of investing entities.
3. Relative to mutual funds and money market mutual funds, the county may not:
  - a. invest in the aggregate more than 80% of Tom Green County's monthly average fund balance, excluding bond proceeds, reserves and other funds held for debt service, in money market mutual funds or mutual funds, either separately or collectively;
  - b. invest in the aggregate more than 15 percent of its monthly average fund balance excluding bond proceeds, reserves and other funds held for debt service, in mutual funds; or
  - c. invest any portion of bond proceeds, reserves and funds held for debt service in mutual funds; or
  - d. invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund or money market mutual fund in an amount that exceeds 10 percent of the total assets of the mutual fund or money market mutual fund.

G. Eligible investment pools (as discussed in the Public Funds Investment Act, Government Code Section 2256.016-2256.019) if the Commissioner' Court by resolution authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by the Public Funds Investment Act. A county, by contract, may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

H. In addition to investment in obligations, certificates, or agreements authorized herein, bond proceeds of the County, may be invested in common trust funds or comparable investment devices owned or administered by banks domiciled in this state and whose assets consist exclusively of all or a combination of the obligations authorized herein. Common trust funds of banks domiciled in this state may be used if allowed under applicable federal regulations governing the investment of bond proceeds; and meet the cash flow requirements and the investment needs of the County. Competitive, written bids for common trust fund investments must be solicited initially from at least three banks in Tom Green County. If there are not three banks available for the investments within Tom Green County, the County may solicit such bids from any bank within the state in addition to those banks, if any that are located within the boundaries of the County.

I.

**Prohibited**

The Tom Green County Investment Officer has no authority to purchase and is prohibited from purchasing any of the following investment instruments which are strictly prohibited:

- A. obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- B. obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- C. collateralized mortgage obligations.

## **VI. Investment Responsibility and Control**

### **Investment Institutions Defined**

The Investment Officer shall invest County funds with any or all of the following institutions or groups consistent with federal and state law and the current depository bank contract:

- A. depository bank;
- B. other state or national banks domiciled in Texas that are insured by FDIC;
- C. public funds investment pool; or
- D. primary government securities brokers and dealers.

### **Qualifications for Approval of Broker/Dealers**

In accordance with 2256.005(k), a written copy of this investment policy shall be presented to any person seeking to sell to the County an authorized investment. The registered principal of the business organization seeking to sell an authorized investment shall execute a written instrument (Attachment "A") substantially to the effect that the registered principal has:

- A. received and thoroughly reviewed the investment policy of the County; and
- B. acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the County and the organization

The Investment Officer may not purchase any securities from a person who has not delivered to the County an instrument in substantially the form provided above according to Section 2256.005(l).

The Investment Committee shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with Tom Green County.

### **Standards of Operation**

The County Investment officer shall develop and maintain written administrative procedures for the operation of the investment program, consistent with this investment policy.

### **Delivery Vs. Payment**

It will be the policy of the County that all Treasury Bills, Notes and Bonds and Government Agencies' securities shall be purchased using the "Delivery Vs. Payment" (DVP) method through the Federal Reserve System. By so doing, County funds are not released until the County has received, through the Federal Reserve wire, the securities purchased.

### **Audit control**

The County Investment Officer will establish liaison with the Tom Green County Auditor in preparing investment forms to assist the County Auditor for accounting and auditing control.

The County Investment Officer is subject to audit by the Tom Green County Auditor. In addition, it is the policy of the Tom Green County Commissioners' Court, at a minimum to have an annual audit of all County funds, investments and investment procedures by an independent auditing firm. The County Investment Officer and the County's investment procedures shall be subject to an annual compliance audit of management controls on investments and adherence to the County's established investment policies in accordance with Government Code 2256.005(m).

### **Standard of Care**

A, In accordance with Government Code 2256.006, investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority:

- (1) preservation and safety of principal;
- (2) liquidity; and
- (3) yield.

B, In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- (1) the investment of all funds, or funds under the entity's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
- (2) whether the investment decision was consistent with the written investment policy of the entity.

## **VII. Investment Collateral and Safekeeping**

### **Collateral or Insurance**

The Investment Officer shall insure that all County funds are fully collateralized or insured consistent with federal and state law and the current Bank Depository Contract in one or more of the following manners:

- A. FDIC insurance coverage;
- B. obligations of the United States or its agencies and instrumentalities;
- C. direct obligations of the state of Texas or its agencies;
- D. other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the state of Texas or the United States or its agencies and instrumentalities;
- E. obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent; or
- F. any other manner allowed Government Code Chapter 2257 (Public Funds Collateral Act).

### **Safekeeping**

All purchased securities shall be held in safekeeping by the County, or a County account in a third party financial institution, or with a Federal Reserve bank. All certificates of deposit, insured by FDIC, purchased outside the depository bank shall be held in safekeeping by either the County or a County account in a third party financial institution. All pledged securities by the depository bank shall be held in safekeeping by the County, or a County account in a third party financial institution, or with a Federal Reserve bank.

# INVESTMENT POLICY TOM GREEN COUNTY, TEXAS

For the year beginning January 1, 2004

The Tom Green County Investment Committee, having reviewed the Investment Policy on January 21, 2004, respectfully requests the Commissioners' Court of Tom Green County to approve said policy as presented.

Dianna Spieker 1-21-04  
Dianna Spieker, County Treasurer

Approved by the Commissioners' Court of Tom Green County this  
28<sup>th</sup> day of January, 2004.

Michael D. Brown

Michael D. Brown, County Judge

Clayton Friend

Clayton Friend  
Commissioner Precinct 1

Jodie R. Weeks

Jodie R. Weeks  
Commissioner Precinct 3

Karl Bookter

Karl Bookter  
Commissioner Precinct 2

Richard Easingwood, Jr.

Richard Easingwood  
Commissioner Precinct 4

ATTEST:

Elizabeth McGill  
ELIZABETH MCGILL, County Clerk





**TOM GREEN COUNTY - FUND INVESTMENT STRATEGY 2004**  
*ATTACHED TO AND MADE A PART OF THE TOM GREEN COUNTY INVESTMENT POLICY*

**GENERAL FUNDS** - Accounts for all financial resources traditionally associated with government which are not required legally to be accounted for in another fund. Shall be invested to insure funds are available to meet operating demands.

**SPECIAL REVENUE FUNDS** - Accounts that are legally restricted to expenditure for a particular purpose. Usually grant funds under the direction of a certain department. Maturity no longer than twelve (12) months except on special projects for which the department can provide cash flow projections.

**DEBT SERVICE FUNDS** - Accumulated for payment of general obligation bond principal and interest from governmental resources and special assessment bond principal and interest from special assessment levies when the government is obligated in same manner for payment. Invested to meet obligation payments on 2/1 and 8/1 each year.

**CAPITAL PROJECT FUNDS** - Acquisition and construction of major capital facilities. Invested to meet needs over the length of the project. Based on cash flow projections provided by the appropriate entity.

**TRUST AND AGENCY FUNDS** - Assets held by the County in a fiduciary capacity for other governmental entities. If invested, such funds shall be invested to insure funds are available when reports and funds are disbursed..

**SURPLUS FUNDS** - funds not expended during a budget year. Shall be maintained and accounted for using generally accepted accounting principles. May be used to increase yields to defer taxes.

**TAX ASSESSOR/COLLECTOR** - Funds that are collected for the state and county. Tom Green County tax funds are collected and invested until the receipts are balanced or as soon as practical. Maturities range from over-night or until needed. Funds collected and invested for the state shall have a maturity of no longer than thirty-four days.

**COUNTY CLERK TRUST FUNDS** - Funds that are deposited in the registry of the County Courts and the Commissioners' Court. Usually invested in a pooled fund, no-load money market mutual fund, insured certificates of deposit, savings accounts and money market checking accounts. Shall provide for immediate liquidity except when ordered invested with a longer maturity by the Court.

**DISTRICT CLERK TRUST FUNDS** - Funds that are deposited in the registry of the Districts Courts. Usually invested in a pooled fund, no-load money market mutual fund, insured certificates of deposit, savings accounts and money market checking accounts. Need immediate liquidity except when ordered invested with a longer maturity by the Court.

ATTACHMENT "A"  
ATTACHED TO AND MADE A PART OF THE TOM GREEN COUNTY INVESTMENT POLICY

Tom Green County  
Certification

I hereby certify that I have personally read and understand the investment policy of Tom Green County, Texas, and have implemented reasonable procedures and controls designed to fulfill said policy's objectives and conditions. Transactions between this firm and Tom Green County will at all times reflect due concern for the preclusion of imprudent investment activities.

All sales personnel of this firm dealing with Tom Green County's account have been informed of the County's investment horizons, limitations, strategies, and risk constraints. Sales personnel will be updated on these guidelines whenever material changes to the County's policy are communicated to our by Tom Green County Investment Officer.

This firm will notify Tom Green County immediately by phone and in writing in the event of a material adverse change in our financial condition. This firm pledges to exercise due diligence in informing Tom Green County of all foreseeable risks associated with financial transactions conducted with our firm.

Firm: \_\_\_\_\_

Registered Principal: \_\_\_\_\_

Dealer Registration Number: \_\_\_\_\_

Title: \_\_\_\_\_

Signature / Date: \_\_\_\_\_

\*\*\*\*\*

I, Dianna Spieker, have provided Tom Green County's policies and copies of the Texas Government Code Title 10 Chapter 2256 which regulates public funds investments with \_\_\_\_\_ (name) of \_\_\_\_\_ (firm) and will maintain this agreement on file.

\_\_\_\_\_  
Dianna Spieker, Tom Green County Treasurer  
Tom Green County Investment Officer

Date: \_\_\_\_\_ 1/23/04 10:06 AM

## 2004 Education Schedule

<b>Member</b>	<b>Hours</b>	<b>Period Begins</b>	<b>Period Ends</b>
County Treasurer	20 hours	01/01/04	12/31/04
County Judge	10 hours	01/01/04	12/31/05
County Auditor	10 hours	01/01/04	12/31/05
County Commissioner	10 hours	01/01/03	12/31/04***
Citizen	10 hours	01/01/03	12/31/04

### **Texas Association of County Investment Officer (CIO)**

Investment training helps county investment officers get the most return on the taxpayer's dollar.

Since 1992, Texas Association of Counties has provided formal education for county investment officers, including an optional certification program which allows investment officers to earn and maintain the certified County Investment Officer (CIO) credential. The Texas Association of County Investment Officer (CIO) program was developed using criteria established by the National Commission for Certifying Agencies for Approval of Certification Programs.

In 1997, the Texas Legislature expanded continuing education requirements for most public fund investment officers, including those in county government, to ten hours biennially. The following year, the CIO Certification Committee expanded the training program to provide for the needs of all officers involved in public funds investing on the local level by hosting the first Texas Public Funds Investment Conference in Houston. The Association and Certification Committee continue to expand opportunities for the highest quality education while making it easily accessible to all county and county-related entities.

---

### Commissioner Rotating Year Assignment

Commissioner Precinct #1	1/01/05	12/31/06
Commissioner Precinct #2	1/01/07	12/31/08
Commissioner Precinct #3	1/01/09	12/31/10
Commissioner Precinct #4	1/01/03	12/31/04 <b>Current</b>

\*\*\*Note- The required education for the Commissioner may not be available during the remaining 2004 year, therefore, Current Commissioner compliance with the Investment Policy will be waived, and the new Commissioner to the Committee January 1, 2005 will be required to comply with the Investment Policy.

# MCI Service Agreement

Tom Green County Library System  
113 W Beauregard Ave

San Angelo, TX 76903

Tom Green County Library System

Mike Brown, County Judge

1-28  
2-14  
Acceptance Date

<b>MCI — Office Use Only</b>	
Corp ID:	Segment: NA
Contract: 430283-02	Billing Code: 4A
Sales Rep: Steve Price (325) 659-6755	

MCI WORLDCOM Communications, Inc.

David S. Muller, Vice President of Business Development

Acceptance Date

This Agreement, together with any Attachments and Schedules ("Agreement"), is made by and between MCI WORLDCOM Communications, Inc. ("MCI"), on behalf of itself and its affiliates and successors and Tom Green County Library System ("Customer"). This Agreement is binding upon execution by Customer and service and account activation by MCI. The rates, discounts, charges and credits set forth herein shall be effective the first day of the first full billing cycle following the acceptance and execution of this Agreement by MCI ("Effective Date"). Acceptance of this Agreement by MCI is subject to Customer meeting MCI's standard credit requirements, which may be based on commercially available credit reviews, to which Customer hereby consents.

ACCEPTANCE DEADLINE. This document shall be of no force and effect, and the offer contained in it shall be withdrawn, unless this Agreement is executed by the Customer and delivered to MCI on or before February 28, 2004.

## TERMS AND CONDITIONS

- SERVICES.** MCI will provide to Customer the following international, interstate, intrastate and local communications services: Option 4 Internet Dedicated NxT1 MLFR ("Services") and those identified in the Services Attachments to this Agreement, which are incorporated by reference.
- TARIFF AND GUIDE.** MCI's provision of Services to Customer will be governed by MCI's international, interstate and state tariffs ("Tariff(s)") and MCI's "Service Publication and Price Guide" ("Guide"), each as supplemented by this Agreement. This Agreement incorporates by reference the terms of each such Tariff and Guide. The Guide is available to Customer on MCI's internet website ([www.mci.com](http://www.mci.com)) ("Website") and at MCI's offices during regular business hours at 22001 Loudoun County Parkway, Ashburn, VA 20147. MCI may modify the Guide from time to time, and any modification will be binding upon Customer. Except for new services, service features, service options, or service promotions, which will become effective immediately upon their posting in the Guide on the Website, any modification made to the Guide will become effective beginning on the first day of the next calendar month following its posting on the Website or, thereafter, on the first day of the next service billing cycle whenever adjustments are made to rates or charges, provided that no modification shall become effective and binding on Customers until it has been posted in the Guide for at least fifteen (15) calendar days. The contractual relationship between MCI and Customer shall be governed by the following order of precedence: (i) the Tariffs to the extent applicable, (ii) the provisions of this Agreement, (with services-specific terms having precedence over general terms), and (iii) the Guide. Capitalization terms defined in this Agreement (including attachments incorporated by reference) have the meaning given them in this Agreement.
- CHANGES TO THE GUIDE.** If MCI makes any changes to the Guide (other than changes to Governmental Charges referenced below) which affect Customer in a material and adverse manner, Customer, as its sole remedy, may discontinue the affected Service without liability by providing MCI with written notice of discontinuance within sixty (60) days of the date such change is posted on the Website. Customer shall pay all charges incurred up to the time of Service discontinuance. MCI may avoid Service discontinuance if, within sixty (60) days of receipt of Customer's written notice, it agrees to amend this Agreement to eliminate the applicability of the material and adverse change. If a Service is discontinued hereunder, Customer's AVC (as defined below), will be reduced, as appropriate, to accommodate the discontinuance. A "material and adverse change" shall not include, nor be interpreted to include, (i) the introduction of a new service or any new service feature associated with an existing service, including all terms, conditions and prices relating thereto, or (ii) the imposition of or changes to Governmental Charges.
- TERM.** The "Initial Term" shall begin on the Effective Date and end upon the completion of twelve (12) months. The Agreement will be automatically extended ("Extended Term") on a month-to-month basis upon the expiration of the Initial Term, unless either party has delivered written notice of its intent to terminate the Agreement at least sixty (60) days prior to the end of the Initial Term. Either party may terminate this Agreement during the Extended Term upon sixty (60) days prior written notice. Term shall mean the Initial Term and the Extended Term.
- MINIMUM ANNUAL VOLUME COMMITMENT ("AVC").** Customer agrees to pay MCI no less than twelve thousand dollars (\$12,000) in Total Service Charges (as hereinafter defined) during each Contract Year. A "Contract Year" shall mean each consecutive twelve-month period of the Initial Term commencing on the Effective Date. During each monthly billing period of the Extended Term, Customer's Total Service Charges must equal or exceed one-twelfth (1/12) of the AVC. "Total Service Charges" shall mean all charges, after application of all discounts and credits, incurred by Customer for Services provided under this Agreement, specifically excluding: (i) taxes, tax-like charges and tax-related surcharges; (ii) charges for equipment and colocation (unless otherwise expressly stated herein); (iii) charges incurred for goods or services where MCI or MCI affiliate acts as agent for Customer in its acquisition of goods or services; (iv) non-recurring charges; (v) "Governmental Charges" as defined below; (vi) international pass-through access charges (i.e., Type 3/PTT) and charges for international access provided by MCI (i.e., Type 1); and (vii) other charges expressly excluded by this Agreement.
- UNDERUTILIZATION CHARGES.** If, in any Contract Year during the Initial Term, Customer's Total Service Charges do not meet or exceed the AVC, then Customer shall pay: (a) all accrued but unpaid usage and other charges incurred under this Agreement; and (b) an "Underutilization Charge" in an amount equal to twenty-five percent (25%) of the difference between the AVC and Customer's Total Service Charges during such Contract Year. If, in any monthly billing period during the Extended Term, Customer's Total Service Charges do not meet or exceed one-twelfth (1/12) of the AVC then Customer shall pay: (a) all accrued but unpaid usage and other charges incurred under this Agreement, and (b) an "Underutilization Charge" equal to the difference between one-twelfth (1/12) of the AVC and Customer's Total Service Charges during such monthly billing period.
- EARLY TERMINATION CHARGES.** If: (a) Customer terminates this Agreement during the Initial Term for reasons other than Cause; or (b) MCI terminates this Agreement for Cause pursuant to the Sections entitled "Termination for Cause" or "Termination by MCI," then Customer will pay, within thirty (30) days after such termination: (i) all accrued but unpaid charges incurred through the date of such termination, plus (ii) an amount equal to twenty-five percent (25%) of the AVC for each Contract Year (and a pro rata portion thereof for any partial Contract Year) remaining in the unexpired portion of the Initial Term on the date of such termination, plus (iii) a pro rata portion of any and all credits received by Customer.
- RATES AND CHARGES.** Customer agrees to pay the rates and charges specified in this Agreement (including rates and charges incorporated by reference). In the event (i) Customer receives any services that are not the subject of rates, charges and discounts expressly specified in this Agreement, or (ii) Customer purchases any services after the expiration of the Term, Customer shall pay MCI's standard rates as set forth in the Guide (or Tariffs, if applicable) for those services. Except where explicitly stated otherwise for a particular service, all rates and charges are subject to change and all discount percentages set forth in this Agreement are fixed for the term of the Agreement. Except where explicitly stated otherwise, Customer will not be eligible to receive any other additional

## MCI Service Agreement

- discounts, promotions and/or credits (Tariffed or otherwise). Except where explicitly stated otherwise, the rates and charges set forth in this Agreement do not include (without limitation) charges for all possible non-recurring charges, access service, local exchange service, access/egress (or related) charges imposed by a third party other than MCI or an MCI affiliate, Internet service, on-site installation, applicable sales, use, excise, utility, and gross receipts taxes and other similar tax-like surcharges, governmental charges, network application fees, customer premises equipment or extended wiring to or at Customer premises.
9. **GOVERNMENTAL CHARGES.** MCI may adjust its rates and charges or impose additional rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"). Examples of such Governmental Charges include, but are not limited to, Universal Service funding, and compensation payable to payphone service providers for use of their payphones to access MCI's service.
10. **TAXES.** All charges are exclusive of applicable taxes, tax-like charges and tax-related surcharges, as those terms are defined in the Guide, which Customer agrees to pay. However, if applicable, MCI will exempt Customer in accordance with law, effective on the date MCI receives a valid exemption certificate for Customer.
11. **PAYMENT.** Customer agrees to pay MCI for all Services within thirty (30) days of invoice date. Payments must be made at the address designated on the invoice or other such place as MCI may designate. Amounts not paid on or before thirty (30) days from invoice date shall be considered past due, and Customer agrees to pay a late payment charge equal to the lesser of: (a) one and one-half percent (1.5%) per month, compounded, or (b) the maximum amount allowed by law, as applied against the past due amounts. Customer must give MCI written notice of a dispute with respect to MCI charges or application of taxes within six (6) months of the date of an invoice, or such invoice shall be deemed to be correct and binding on Customer. Customer shall be liable for the payment of all fees and expenses, including attorney's fees, reasonably incurred by MCI in collecting, or attempting to collect, any charges owed hereunder.
12. **TERMINATION FOR CAUSE.** Either party may terminate Agreement for Cause. As to payment of invoices, "Cause" shall mean the Customer's failure to pay any invoice within thirty (30) days after the date of the invoice. For all other matters, "Cause" shall mean a breach by the other party of any material provision of this Agreement, provided that written notice of the breach has been given to the breaching party, and the breach has not been cured within thirty (30) days after delivery of such notice.
13. **TERMINATION BY MCI.** MCI may discontinue service and/or terminate this Agreement immediately upon notice to Customer (a) if Customer fails, after MCI's request, to provide a bond or security deposit; or (b) if Customer provides false information to MCI regarding the Customer's identity, creditworthiness, or its planned use of the Services. MCI may discontinue service immediately, without notice, if interruption of service is necessary to prevent or protect against fraud or otherwise protect MCI's personnel, facilities, or services.
14. **CONFIDENTIAL INFORMATION.** Commencing on the date Customer executes this Agreement and continuing for a period of three (3) years from the termination of this Agreement, each party shall protect as confidential, and shall not disclose to any third party, any Confidential Information received from the disclosing party or otherwise discovered by the receiving party during the Term of this Agreement, including, but not limited to, the pricing and terms of this Agreement, and any information relating to the disclosing party's technology, business affairs, and marketing or sales plans (collectively the "Confidential Information"). The parties shall use Confidential Information only for the purpose of this Agreement. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (a) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known, through no wrongful act or omission of the receiving party; (c) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (d) is developed independently by the receiving party without reference to the Confidential Information, or (e) is required to be disclosed by law, regulation, or court or governmental order.
15. **ACCEPTABLE USE.** Use of the Service(s) and related equipment and facilities must comply with the then-current version of the MCI Acceptable Use Policy ("Policy") for the countries from which Customer uses them (see [www.mci.com/terms](http://www.mci.com/terms)). MCI reserves the right to suspend or terminate Service effective upon notice for a violation of the Policy. Customer will indemnify and hold harmless MCI from any losses, damages, costs or expenses resulting from any third-party claim or allegation, which if true, would constitute a violation of the Policy. Each party will promptly notify the other of any such claim.
16. **DOMAIN NAMES.** Customer will indemnify MCI for cost or liability arising from Customer's use of any domain name registered or administered on Customer's behalf that violates the service mark, trademark or other intellectual property rights of any third party. Customer irrevocably waives any claims against MCI that may arise from the acts or omissions of domain name registries, registrars or other authorities. Any violation of this Section is deemed a material breach establishing Cause for termination.
17. **CUSTOMER PREMISES EQUIPMENT.** The provisions of the Guide relating to the purchase, maintenance (including installation) and rental (including maintenance) of Customer Premises Equipment ("CPE") will apply, unless otherwise stated, to any Customer order to purchase, maintain, or rent (as applicable) CPE, in the U.S. Mainland only, from MCI during the term of this Agreement. Certain current Guide terms regarding CPE are described, if applicable, in the Services Attachment (without limitation).
18. **DISCLAIMER OF WARRANTIES.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, MCI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MCI SERVICES, RELATED PRODUCTS, EQUIPMENT, SOFTWARE OR DOCUMENTATION. MCI SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS.
19. **DISCLAIMER OF CERTAIN DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
20. **LIMITATION OF LIABILITY.** THE TOTAL LIABILITY OF MCI TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, FOR ANY AND ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF: (A) DIRECT DAMAGES PROVEN BY CUSTOMER; OR (B) THE AMOUNT PAID BY CUSTOMER TO MCI UNDER THIS AGREEMENT FOR THE ONE (1) MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION. NOTHING IN THIS SECTION SHALL LIMIT MCI'S LIABILITY: (A) IN TORT FOR ITS WILLFUL OR INTENTIONAL MISCONDUCT; OR (B) FOR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY MCI'S NEGLIGENCE; OR (C) LOSS OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY MCI'S NEGLIGENCE.
21. **ASSIGNMENT.** Either party may assign this Agreement or any of its rights hereunder to an affiliate or successor without the prior written consent of the other party, provided that if Customer assigns this Agreement to an affiliate or successor, then such affiliate or successor must meet MCI's creditworthiness standards. Any attempted transfer or assignment of this Agreement by either party not in accordance with the terms of this Section shall be null and void.
22. **SERVICE MARKS, TRADEMARKS AND PUBLICITY.** Neither MCI nor Customer shall: (a) use any service mark or trademark of the other party; or (b) refer to the other party in connection with any advertising, promotion, press release or publication unless it obtains the other party's prior written approval.
23. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New York without regard to its choice of law principles.
24. **Loss of Government Funding.** Customer is a Government funded organization and relies exclusively upon this funding for operational capital. Therefore, in the event Customer fails to secure such Government funding during the Term, Customer may terminate this Agreement as of the start of the fiscal year for which the Customer could not attain such funding. Customer shall provide to MCI written notice of non-allocation of Government funds.

MCI Service Agreement

25. **NOTICE.** All notices (including Customer's notice of disconnect), requests, or other communications (excluding invoices) hereunder shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Notices will be deemed to have been given when received. Customer shall provide thirty (30) days prior written notice for the disconnection of service. Notwithstanding any such termination, Customer will remain liable for any applicable early termination charges set forth in this Agreement. For a service disconnect notice to be effective, Customer must receive a confirmation from MCI's Customer Service organization stating that the disconnect notice was received and accepted.

To MCI Operation Center	With a copy to:
MCI 3300 East Renner Road Richardson, TX 75081 Attn: Customer Service or via email to: notice@mci.com	MCI 22001 Loudoun County Parkway Ashburn, VA 20147 Attn: Vice President and Chief Counsel Business Transactions Department of Law and Public Policy

26. **ENTIRE AGREEMENT.** This Agreement (and any Attachments and other documents incorporated herein by reference) constitutes the entire agreement between the parties with respect to the Services provided under this Agreement and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both parties.

**ADDITIONAL ATTACHMENTS:** This Agreement incorporates the following Attachment(s):  
Customer Profile Attachment  
Services Attachment  
Promotions Attachment  
Special Pricing Attachment

**MCI Service Agreement  
Customer Profile Attachment**

*Customer Profile  
for Tom Green County Library System*

**MCI Commercial Customer Profile**

<b>Sales Information</b>				
Sales Rep / ARM Name Steve Price	Sales Rep ID	<input type="checkbox"/> East <input type="checkbox"/> West	<input type="checkbox"/> National <input type="checkbox"/> Agents	East & National / Telecom: 6929 N. Lakewood Ave., Tulsa, OK 74117 (918-590-6000) West & Agents: 20855 Stone Oak Parkway, San Antonio, TX 78258 (210-484-2454)
<b>Applicant Information</b>				
Complete Company Name (If incorporated, name shown on corporate charter) Tom Green County Library System			Taxpayer ID (Required)	Date Business Started
Main Business Phone Number 3256537321	Type of Business (Required) Library		State of Incorporation	Date of Incorporation
Street Address — Line 1 113 W Beauregard Ave				
Street Address — Line 2		City San Angelo	State TX	Zip + 4 76903
Billing Address — Line 1				
Billing Address — Line 2		City	State	Zip + 4
<b>Parent or Subsidiary Information</b>				
Check One <input type="checkbox"/> Parent <input type="checkbox"/> Subsidiary		Name of Business	State of Incorporation	Percentage Owned
<b>Principal, Partner, and Major-Shareholder Information</b> <small>List the complete names of all principals, partners, and major shareholders.</small>				
Check One  <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership  <input type="checkbox"/> LLC <input type="checkbox"/> LLP  <input type="checkbox"/> Private Corporation <input type="checkbox"/> Public Corporation Stock Symbol:		Name of Owner	Social Security Number	
		Name of Partner 1	Social Security Number	
		Name of Partner 2	Social Security Number	
		Name of Officer 1	Title	
		Name of Officer 2	Title	
<b>References</b>				
Name of Bank			Phone	Fax
Lending Officer			Account Number	
Previous or Existing Local-Service Provider			Previous or Existing Long-Distance Provider	
<b>General Trade References</b> <small>List businesses with which the Applicant has traded within the last 12 months.</small>				
1	Company	Name of Contact	Phone	Fax
2				
3				
<b>Usage and Credit</b>				
Estimated Monthly Usage 1000		Requested Credit Limit		Application-Tracking ID 158542
Name of Person Providing Information Mike Brown			Title of Person Providing Information County Judge	

# MCI Service Agreement Services Attachment

## Services for Tom Green County Library System

### Internet Services

#### Internet Dedicated Service Attachment

#### I. GENERAL.

- A. The Internet Dedicated services ("Internet Dedicated Service") provided pursuant to this Attachment are governed by the Guide provisions relating to Internet Dedicated Service, as supplemented by this Attachment and the related Agreement.
- B. MINIMUM TERM COMMITMENT. The minimum Service Term for MCI Internet Dedicated OC-3, OC-12 and Ethernet Service and GigE, is one year. If the termination of the Agreement causes a Service Attachment, with any of the aforementioned Services to terminate prior to the expiration of a minimum one-year Service Term, Customer shall be liable for the Early Termination Charges defined below.

#### II. RATES AND CHARGES.

- A. The Monthly Recurring Charges ("MRC") for Internet Dedicated Services, Internet Dedicated Ethernet, and Internet Dedicated GigE are listed in the Pricing Schedule(s) set forth below and are fixed for the term of this Agreement. Additional charges are also set forth below and are subject to change pursuant to the Guide.
- B. GENERAL PRICING TERMS.
1. Pricing. Prices in the Price Schedule (see below) are for Service in the contiguous United States.
  2. Installation may be scheduled between the hours of 8AM and 7PM ET Monday through Friday (excluding holidays). If Customer requires installation outside of these hours, MCI will charge an additional \$500 fee.
  3. Telco Access Charges. Telco line access ("local loop") circuit charges are separately priced and may be found in the Access portion of the Guide. If Customer orders its own local loop circuits, MCI Network Connection Fee – also set forth in the Guide – shall apply.
  4. At Customer's request, MCI will request expedited service from the telco. Customer shall pay an expedited service fee of \$850 per circuit for all expedited telco provisioning.
  5. Cancellation Prior to Installation. A \$500 per-order charge applies for orders for installation of Services that are cancelled by the Customer after acceptance by MCI and prior to installation of Service.

#### III. TERMS AND CONDITIONS.

##### A. GENERAL DESCRIPTION OF INTERNET DEDICATED SERVICE.

1. Internet Dedicated Services. MCI's Internet Dedicated Service provides high-speed, full-time, dedicated access to the MCI network using the Internet Protocol ("IP"). MCI's IP network (hereinafter referred to as the "MCI Network" or the "Network") consists of the points of presence, network hubs, and host computers utilized to provide an Internet service. MCI will provide access to a router at an MCI Network hub near Customer's site. MCI may interrupt the access for (i) scheduled maintenance (usually scheduled during off-hours at an MCI hub, such as Tuesdays and Wednesdays between 3:00 AM and 6:00 AM local time), (ii) emergency maintenance, or (iii) emergency maintenance or as otherwise set forth in the Agreement. Customer is responsible for the operation of its LAN/WAN. Internet Dedicated Service (the "Service") is comprised of the following features:
  - Dedicated (always on) access to the MCI network at the speed selected by Customer, using the Internet Protocol ("IP") via the type of connection selected by Customer.
  - Provision of 7x24 hour monitoring for Service outages.
  - Provision of 7x24 hour Customer support.
  - Provision of static or dynamic routing.
  - Back-up e-mail "store and forward" service, using Simple Mail Transfer Protocol ("SMTP"). Customer is responsible for providing a main mail host that will send and receive SMTP mail using the Domain Name Service ("DNS") Mail Exchange records.
  - Assignment of a suitable number of IP addresses to be used in conjunction with Internet Dedicated Service at Customer's request and in accordance with MCI's then-current applicable assignment guidelines.
  - Weekly e-mail (monthly in the case of Dedicated Ethernet) containing traffic statistics for the connection provided hereunder, sent to Customer's nominated administrative contact person.
2. Internet Dedicated Ethernet Service. MCI's Internet Dedicated Ethernet Service will provide Customer at its locations that are Ethernet lit with full, unrestricted access to MCI's Network at speeds of up to 600 Mbps using an Ethernet network connection. MCI will provide Internet Dedicated Ethernet Service to Customer only in designated MCI Ethernet lit buildings in designated metropolitan areas (i) that are connected to the Network via MCI facilities and (ii) in which MCI provides and maintains Ethernet network equipment. MCI may interrupt Internet Dedicated Ethernet Service for scheduled or emergency maintenance or as otherwise set forth in the Agreement. Customer is responsible for the configuration, operation, and maintenance of its Local Area Network (LAN), which will be connected to the Internet Dedicated Ethernet Service. Also available with Internet Dedicated



## MCI Service Agreement Services Attachment (Continued)

Ethernet Service is IP VPN Dedicated Service – Fully Managed. If Customer desires to purchase this Service, it shall sign a separate service agreement. Additional fees will apply.

3. Internet Dedicated GigE Service. MCI's Internet Dedicated GigE Service is a dedicated point-to-point Internet access product based on the IEEE 802.3z Gigabit Ethernet standard. The Internet Dedicated GigE Service is an intra-building connectivity product. The Customer's demarcation point must reside within the same Telco building as a GigE qualified MCI-owned network hub. To ensure proper installation, MCI will order all telco lines within the telco facility where the MCI hub is located.
- B. AVAILABLE SERVICE OPTIONS.
1. ISDN Back-Up - ISDN Backup is not available with Internet Dedicated NxT1 MLFR, T3, OC-x, Ethernet, or GigE Services. Customer must order ISDN lines from another provider.
  2. Network Applications. Descriptions of the domain name, mail, news services, and other network applications available in connection with Internet Dedicated Service, and the pricing and additional terms applicable thereto, are set forth in the Network Applications Fee Schedule available at [www.mci.com/terms](http://www.mci.com/terms) (or other URL designated by MCI). MCI reserves the right to change the Network Applications Fee Schedule from time to time, effective upon posting of the changes to the applicable URL or other notice to Customer.
  3. Customer Premises Equipment. Customer may purchase a router, CSU/DSU, or other hardware and software ("CPE") from MCI for an additional charge, or Customer may provide its own CPE which must be compatible (and remain compatible) with the MCI Network. If Customer purchases CPE from MCI (see the Equipment Price Schedule attached hereto, which is incorporated herein and made a part hereof), MCI will ship the then-current MCI-tested version of the CPE to the Customer. MCI is acting only as a reseller with respect to the CPE, which was manufactured by a third party ("Manufacturer"). Customer agrees not to modify the CPE in any way that deviates from an approved MCI configuration. Customer's use of the CPE is subject to the terms and conditions of the Manufacturer's end user agreement for the CPE. MCI will provide first-level support for CPE, but will not repair or replace CPE. Title to the CPE and risk of loss in connection with the CPE shall pass to Customer upon shipment of the CPE from MCI.
- C. CUSTOMER OBLIGATIONS – SERVICE NOT TO BE RESOLD. While Customer can resell Internet connectivity, Customer cannot resell Internet Dedicated Service in its entirety to another person or entity without the express prior written consent of MCI. If Customer resells Internet connectivity to end users, Customer is responsible for: (i) providing the first point of contact for end user support inquiries; (ii) providing software fulfillment to end users; (iii) running its own primary and secondary domain name service DNS for end users; (iv) registering end users' domain names; (v) using BGP routing to the MCI Network, if requested by MCI; (vi) collecting route additions and changes, and providing them to MCI; and (vii) registering with the appropriate agency all IP addresses provided by MCI to Customer that are allocated to end users.
- D. SERVICE LEVEL AGREEMENT. The Service Level Agreement ("SLA") for Internet Dedicated, Internet Dedicated Ethernet and Internet Dedicated GigE Service is set forth at [www.mci.com/terms](http://www.mci.com/terms) (or other URL designated by MCI). MCI reserves the right to amend the SLA from time to time effective upon posting of the revised SLA to the applicable URL, provided that in the event of any amendment resulting in a material reduction of the SLA's service levels or credits, Customer may terminate the affected Service without penalty by providing MCI written notice of termination during the 30 days following such amendment. The SLA sets forth Customer's sole remedies for any claim relating to any Service or usage of the Network, including any failure to meet any standard set forth in the SLA. MCI's records and data are the basis for all SLA calculations and determinations. The maximum amount of credit in any calendar month under all SLAs, in the aggregate, shall not exceed the applicable Monthly Fee and/or Start-up Fee which, absent the credit, would have been charged that month for the affected Service (excluding the telco line access circuit monthly fee and start-up fee) (collectively the "MCI Fees"). The maximum credit for failure to meet the Availability SLA shall not exceed the sum of (a) the MCI Fees, plus (b) the telco line access circuit monthly fee which, absent the credit, would have been charged for such month.
- E. TERM/EARLY TERMINATION. The "Service Activation Date" for an Internet Dedicated Service ordered hereunder will be the date the Service is available to route IP packets at Customer's site. The term of any Service ordered hereunder shall commence upon the Service Activation Date and will automatically renew, expire and terminate according to the terms of the Agreement. Notwithstanding the above, the minimum Service Term for Internet Dedicated OC-3, OC-12, Ethernet, and/or GigE Service is one year, and if the Agreement terminates or expires prior to the termination of this Service Attachment, this Service Attachment with respect to Internet Dedicated OC-3, OC-12, Ethernet, and/or GigE Service shall continue in full force and effect under the terms and conditions of the Agreement for the longer of the minimum Service Term or the Service Term otherwise agreed to by Customer. If Customer terminates Internet Dedicated OC-3, OC-12, Ethernet, and/or GigE Service before the end of the one-year minimum Service Term (or longer committed Service Term) for reasons other than Customer termination for Cause, Customer will pay an amount equal to seventy-five percent (75%) of the monthly recurring charge for the discontinued service(s) multiplied by the number of months remaining in the unexpired portion of the one-year commitment or committed Service Term, plus a pro rata portion of any and all credits received by Customer, in addition to any amounts owed for service already received.
- F. AUTOMATIC BURSTABLE UPGRADES.
1. For Burstable T1, if Customer's sustained use level (95th percentile traffic sampling rate) during any two consecutive months exceeds Customer's then-current Burstable Service level, Customer's Burstable Service level may be upgraded by MCI and the monthly billing adjusted accordingly.
  2. For Burstable T3, OC3, OC12, Ethernet and GigE, if Customer's sustained use level (95th percentile traffic sampling rate) during any month exceeds Customer's then-current Burstable Service level, Customer's Burstable Service level may be upgraded by MCI and the monthly billing adjusted accordingly.
- G. BURSTABLE DOWNGRADE. Customer may downgrade to a lower Burstable Service level if Customer's Measured Use Level is at or below such Burstable Service level for at least two consecutive months and Customer thereafter requests the downgrade in writing.

**MCI Service Agreement  
Services Attachment (Continued)**

- H. BURSTABLE SELECT UPGRADES/DOWNGRADES. Customer may change (upgrade or downgrade) its Burstable Select Service Level once within a given calendar month, by requesting the same in writing. The new Service Level and applicable charges will take effect on the first day after the end of the billing cycle during which the written request is received. (New charges shall reflect discounts from list rates, if applicable, at the same percentage as the original Burstable Select Service ordered under this Service Attachment.)

**Internet Dedicated NxT1 Service Pricing Schedule**

**I. RATES AND CHARGES:**

NxT1 MLFR	Start-up Fee	MRC
2x T1	\$600	\$1,560
3x T1	\$600	\$2,340
4x T1	\$600	\$3,120
5x T1	\$600	\$3,900
6x T1	\$600	\$4,680
7x T1	\$600	\$5,355
8x T1	\$600	\$6,120

**II. EQUIPMENT SCHEDULE (Equipment is available for purchase only with MCI Internet Dedicated NxT1Service)**

Item	Price
Cisco 2651XM for MLFR 2xT1	\$6,685.00
Cisco 2651XM for MLFR 3xT1	\$8,277.00
Cisco 2651XM for MLFR 4xT1	\$8,277.00
Tasman 1200 router kit – up to 4 T1s with software support	\$6,020.00
Tasman 1400 router kit – up to 8 T1s with software support	\$8,255.00
Tasman 1200 BGP Router – up to 4 T1s with BGP and software support	\$7,050.00
Tasman 1400 BGP Router – up to 4 T1s with BGP and software support	\$9,734.00

MCI Service Agreement  
Promotions Attachment

Promotions  
for Tom Green County Library System

GRAND SLAM PROGRAM RATES AND DISCOUNTS

In lieu of all other rates, discounts and promotions, Customer will receive the following current rates and discounts for the following services. No additional discounts of any kind may apply to the following services unless provided below or otherwise specified in writing by MCI. These rates are subject to change in accordance with Company's Tariff(s) and the Guide.

Integration Discount

Rates and discounts reflect an additional Integration Discount, where specifically referenced in subsequent sections. Customer qualifies for Integration Discount as a result of including the Services set forth below ("Qualifying Services") in the initial service order placed at time of signing the Agreement. In the event Customer discontinues a Qualifying Service, MCI will reduce or eliminate Customer's Integration Discounts at the time of Qualifying Service discontinuance.

DSO and DS1 Access

Customer will receive the following monthly recurring Interstate and Intrastate rates for new, renewing and/or existing DSO and DS1 access circuits ordered during the initial Term. Access charges are based on MCI determined routing. Any Customer requested routing/diversity will be priced as Standard Tariff Access Rates. Hawaii T1 Service is not eligible for the rates listed below and will be billed at Tariff Rates.

Rates for All States Except OH, IL, WI, IN, MI

Access Type	Tariff Loop Rate	Base Rate	Discount	Effective Rate
DS0 Type 1	All	\$100	5%	\$95.00
DS0 Type 3	\$.01-\$300.00	\$155	5%	\$147.25
DS0 Type 3	\$300.01+	\$210	5%	\$199.50
Access Type	Tariff Loop Rate	Base Rate	Discount	Effective Rate
DS1 Type 1	All	\$200	22%	\$156.00
DS1 Type 3	\$.01-\$600.00	\$260	22%	\$202.80
DS1 Type 3	\$600.01-\$1,000.00	\$370	22%	\$288.60
DS1 Type 3	\$1,000.01-\$1,500.00	\$530	22%	\$413.40
DS1 Type 3	\$1,500.01+	\$800	22%	\$624.00

Rates OH, IL, WI, IN, MI

Access Type	Tariff Loop Rate	Base Rate	Discount	Effective Rate
DS0 Type 1	All	\$100	5%	\$95.00
DS0 Type 3	\$.01-\$300.00	\$155	5%	\$147.25
DS0 Type 3	\$300.01+	\$210	5%	\$199.50
Access Type	Tariff Loop Rate	Base Rate	Discount	Effective Rate
DS1 Type 1	All	\$200	22%	\$156.00
DS1 Type 3	\$.01-\$1000.00	\$260	22%	\$202.80
DS1 Type 3	\$1,000.01-\$1,500.00	\$530	22%	\$413.40
DS1 Type 3	\$1,500.01+	\$800	22%	\$624.00

	COMS Bill ID or Circuit ID# (REQUIRED)	MEGA ID or F&E (REQUIRED)	CORP ID or BAN #	Street Address (REQUIRED)	State (REQUIRED)	ZIP (REQUIRED)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

## MCI Service Agreement Promotions Attachment (Continued)

### Internet Services

Customer will receive the following discounts applied to standard monthly recurring charges for new, renewing and/or existing circuits of the Internet service types listed below ordered during the contract term:

### Internet Discounts

Service Type	Discount Off Monthly Recurring Charge
NxT1 MLFR Internet Dedicated Service – 2xT1 – 8xT1	14%

## MCI Service Agreement Special Pricing Attachment

### *Special Pricing for Tom Green County Library System*

During the Term, Customer will receive the following rates and discounts which are IN LIEU OF all standard Tariffed discounts and AMD and will be applied to the standard rates for MCI Service Agreement Service for a one (1) year term commitment and a twelve thousand dollar (\$12,000) annual volume commitment.

Dedicated Access Service: In lieu of all other rates and discounts, Customer will pay a fixed monthly recurring local loop charge of Four Hundred Fifty Six Dollars (\$456.00) for each T1 access loop at NPA/NXX: 325/659. For informational purposes, Customer will pay a total monthly recurring local loop charge of Nine Hundred Twelve Dollars (\$912).

Dedicated Internet Service. In lieu of all other rates and discounts, Customer will pay the following Monthly Fee and Start-Up charges for Dedicated Internet Service for the Service Type set forth below. Access is not included and is additional.

Service Type	Monthly Fee	Start-Up Charge
3xT1	\$508	\$400

**TEXAS STATE LIBRARY & ARCHIVES COMMISSION**

**LOAN STAR LIBRARIES GRANT**

**Grant Type C - Under \$20,000**

**Grant # 442-04416**

ORIGINAL

**I. CONTRACTING PARTIES**

Grantor: Texas State Library and Archives Commission (TSLAC)

Grantee: Tom Green County, Tom Green County Library System  
113 W Beauregard Ave  
San Angelo, Texas 76903

**II. TERM OF GRANT**

September 1, 2003, to August 31, 2004

**III. GRANTOR CERTIFICATION**

The Grantor certifies that (1) the services specified below are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations; (2) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder; and (3) the grant is in compliance with Texas Government Code § 441.0091 et. seq., Grant Program for Local Libraries; Texas Government Code § 441.006, General Powers and Duties; and, the Uniform Grant Management Standards (UGMS).

**IV. GRANT AMOUNTS**

A. The total amount of the grant shall not exceed: \$9,617

B. Source of funds: General Revenue  
State Fiscal Year 2004

TSLAC's accounting codes: Index Code 24411  
Object Code 7612

**RECEIVED**

**JAN 23 2004**

**ACCOUNTING**

C. Payment for this grant award will be funded in full upon delivery of a legally executed contract to Grantor. Grantee should receive payment within 10 days after TSLAC receives the executed contract, provided all requirements for preceeding contracts have been fulfilled.

D. Budget:

Personnel	
Fringe Benefits	
Equipment/Property	
Supplies	\$9,617
Contractual	
Other	
Total	<u>\$9,617</u>

These budget categories are defined in UGMS, Section II, Attachment B and in the Loan Star Libraries Award Letter Packet.

V. WRITTEN PRIOR APPROVALS FOR FISCAL AND PROGRAMMATIC CHANGES

- A. The Grantor must give written prior approval for any of the following fiscal changes:
1. Making cumulative transfers among budget cost categories or projects which are expected to exceed ten (10) percent of the total grant.
  2. Transferring any funds into a budget cost category that currently equals zero (\$0).

Written prior approval is to be requested on the Loan Star Libraries Grant **Program Revision** Form and shall be requested when nearing the 10% limit, or within 30 days of the end of the grant term. This provision does not allow the total grant amount to be exceeded. All prior approvals must be requested by August 2, 2004. **Approvals received after this date will be considered on a case-by-case basis.**

- B. The Grantor must give written prior approval for any of the following programmatic changes to the application (Loan Star Libraries Grants Plan of Action for State Fiscal Year 2004).
1. Changing key persons specified in the grant; however, none of the personnel are considered key personnel for the purpose of this section.
  2. Obtaining the services of a third party to perform activities that are central to the purposes of the grant.
  3. Changing the scope or objectives of the approved program, regardless of whether there is an associated budget revision. A change in scope is a substantive difference in the approach or method used to reach program objectives.

Written prior approval is to be requested on the Loan Star Libraries Grant **Program Revision** Form. All prior approvals must be received by Grantor by August 2, 2004. **Approvals received after this date will be considered on a case-by-case basis.**

The Grantor hereby gives prior approval for the items specified under the cost categories outlined below, if any. Before the Grantee obligates or expends grant funds for additional items in the following cost categories, the Grantor must give written prior approval. Written prior approval is to be requested on the Program Revision form. Written prior approval is also required if an item's cost or features are substantially different from what the grant specifies, or from a previous Program Revision. All Program Revision forms must be received by Grantor on or before August 2, 2004. **Approvals received after this date will be considered on a case-by-case basis.**

#### **COST CATEGORIES**

1. Preaward Costs  
None
2. Insurance (if not required by the grant)  
None
3. Rearrangements and Alterations of Facilities  
None
4. Equipment/Property  
None

Subject to the obligations and conditions set forth in Uniform Grant Management Standards (UGMS) Section III, Subpart C.32 (a), title to equipment acquired under a grant will vest upon acquisition in the Grantee. The Grantee must include any Equipment/Property acquired with grant funds in the required bi-annual property inventory, and follow UGMS guidelines for property disposal.

Equipment/Property is hereby defined as an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost that equals or exceeds the capitalization amount established by Grantee's governing entity. Grantee must furnish a statement to Grantor certifying the governing entity's capitalization level with a Prior Approval Request Form. This category includes equipment, furniture, library materials, etc., purchased wholly or in part with grant funds. The prior approval amount is the total capital expenditure amount, which is defined as the cost of the equipment and /or property, including any cost necessary to put the item into service, such as the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make the item usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in transit insurance, freight, and installation may be included in, or excluded from, capital expenditure cost in accordance with the Grantee's regular accounting practices.

#### **VI. STATEMENT OF SERVICES TO BE PERFORMED**

The Grantee will comply during the period of this contract and provide services outlined within the grant application (Loan Star Libraries Grants Plan of Action for SFY 2004) as approved by the Grantor.



## VII. TERMS AND CONDITIONS

- A. The Grantee will comply with the Loan Star Libraries Administrative Rules for SFY 2004. Note that per 2.165(c) of the Rules, assurances relating to non-resident fees or TexShare Library Card Program are in effect for entire term of grant contract.
- B. The Grantee acknowledges that the intent of the grant is to provide funds to maintain, improve, and enhance local library services, and to provide Texans who are not residents of a particular local community access to and services from the many participating public libraries in Texas.
- C. The Grantee will comply with the Rules for Administering the Library Systems Act. Note that Grantee must continue to meet system membership requirements to be eligible for future grants, per *Texas Government Code* 441.138(c).
- D. The Grantee will comply with the following three parts of the Governor's Office of Budget and Planning, Uniform Grant Management Standards (UGMS), revised January 2001, located at <http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS012001.doc>.
  - 1. Cost Principles for State and Local Governments and Other Affected Entities (adapted from OMB Circular A-87)
  - 2. State Uniform Administrative Requirement for Grants and Cooperative Agreements (adapted from OMB Circular A-102)
  - 3. Audits of States, Local Governments, and Non-Profit Organizations, Single Audit Act (adapted from OMB Circular A-133)
- E. The Grantee will send the Grantor a copy of any management letters issued by the auditor with the reporting package (or written notification, as applicable). The audit's *Schedule of Expenditures of Federal and State Awards* will list the amount of awards expended for each award year separately.
- F. The Grantee may not obligate grant funds after August 31, 2004. By October 15, 2004, all obligations must be liquidated. Any interest accrued above \$100 must be returned to Grantor, per requirements in UGMS. **All unexpended funds less than \$25 should be retained by the Grantee. If unexpended funds are above \$25, the entire amount must be returned to Grantor along with the final Financial Status Report due November 15, 2004.**
- G. The Grantee will add any program income to the funds committed to the grant, using such program income for the purposes and under the conditions of the grant. The source and amount of the program income must be explained in box 12 of the Financial Status Report.
- H. All publicity relating to the grant award must include acknowledgement of the Texas State Library and Archives Commission whenever possible and practical. Publicity includes, but is not limited to press releases, media events, public events, displays in the library, announcements on the Grantee's website, and materials distributed through the grant project. The Grantee agrees to provide the Grantor with one (1) set of any public relations materials produced under this grant.

- I. The Grantee certifies by this contract that it will comply with the Assurances – Non-Construction Programs (OMB Standard Form 424B), the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and the Certification Regarding Lobbying as submitted to the Grantor. Additional assurances are listed in UGMS, Subpart B.14.
- J. The Grantee affirms that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract. The Grantee further affirms that its employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub agreements.
- K. The Grantee agrees to maintain records on all equipment/property with an acquisition cost that exceeds the governing entity's capitalization level. The Grantee will reconcile the equipment/property records with a physical inventory of the equipment/property every two years.

The UGMS Subpart C, Sec. 32, (d) (3) requires certain items of equipment (stereo systems, still and video cameras, facsimile machines, VCRs and VCR/TV combinations, and cellular and portable telephones) to be maintained on inventory if their cost is above \$500, or if they could be easily lost or stolen.

Subject to the obligations and conditions set forth in the UGMS Section III, Subpart C, Sec. 32 (a), title to equipment acquired under a grant will vest upon acquisition in the Grantee. When property is vested in the Grantee, the Grantee will dispose of equipment/property in accordance with the UGMS Subpart C, Sec. 32, (e).

- L. The Grantee agrees to submit the Equipment/Property Acquired Form by October 29, 2004, for all equipment/property purchased during the current grant year.
- M. The State Legislature has charged the Grantor with submitting performance measurement reports that specify the level of services provided by its programs and services. The Grantee agrees to submit reports that are timely, accurate, auditable, and consistent with definitions.

The Grantee agrees to submit the Loan Star Libraries Performance Report for Loan Star Libraries Grants according to the following schedule:

<u>Reporting Period</u>	<u>Due Date</u>
September 1, 2003 – February 29, 2004	March 5, 2004
March 1, 2004 - August 31, 2004	September 6, 2004

If library materials ordered with grant funds are received after the end of the grant year, a final Loan Star Libraries Performance Report may also be required covering receipt of those materials. This final Report will be due on or before November 15, 2004.

*Note: Per Rule 2.165 (e), future funds will not be awarded to a library until all requirements for all preceding contracts have been fulfilled.*

- N. The Grantee agrees to submit the Financial Status Report for this contract according to the following schedule

**Reporting Period**

September 1, 2003 – February 29, 2004  
March 1, 2004 - August 31, 2004

**Due Date**

March 26, 2004  
September 27, 2004

If necessary, a final Financial Status Report is due on or before November 15, 2004.

- O. The Grantee agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other Grantee records according to Section II, Subpart C.42, of UGMS. In general, Grantees must maintain records for a minimum of three years from the date the Grantee submits to Grantor the last single audit or audit report for the grant period.

## VIII. ENFORCEMENT

- A. Remedies for noncompliance. If a Grantee or Sub-grantee materially fails to comply with any term of an award, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:
- (1) Temporarily withhold cash payments pending correction of the deficiency by the Grantee or Sub-grantee, or more severe enforcement action by the awarding agency;
  - (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
  - (3) Wholly or partly suspend or terminate the current award for the Grantee's or Sub-grantee's program;
  - (4) Withhold further awards for the program; or
  - (5) Take other remedies that may be legally available.
- B. Hearings, appeals. In taking an enforcement action, the awarding agency will provide the Grantee or Sub-grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee or Sub-grantee is entitled under any statute or regulation applicable to the action involved.
- C. Effects of suspension and termination. Costs of Grantee or Sub-grantee resulting from obligations incurred by the Grantee or Sub-grantee during a suspension or after termination of an award are not allowable, unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other Grantee or Sub-grantee costs during suspension or after termination which are necessary, and not reasonably avoidable, are allowable if:

- (1) The costs result from obligations which were properly incurred by the Grantee or Sub-grantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancelable; and,
- (2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Grantee or Sub-grantee from being subject to "Debarment and Suspension" under E.O. 12549 (see UGMS Section III, Subpart C, Sec. 35) and state law.

#### IX. CONTACTS AT TSLAC

Questions or concerns about programmatic issues and Program Revision Requests should be directed to this grant's Project Manager:

Wendy Clark  
Manager, Loan Star Libraries Program  
Phone: 512-463-5475  
Fax: 512-463-8800  
E-mail: [wendy.clark@tsl.state.tx.us](mailto:wendy.clark@tsl.state.tx.us)

Questions or concerns about regulatory or financial issues should be directed to:

Mary Lopez  
Manager, Accounting and Grants Department  
Phone: 512-463-6626  
Fax: 512-475-0185  
E-mail: [mlopez@tsl.state.tx.us](mailto:mlopez@tsl.state.tx.us)

Fax reports to:

Sandra Justice  
Grants Accountant  
Phone: 512-463-5472  
Fax: 512-475-0185  
E-mail: [sjustice@tsl.state.tx.us](mailto:sjustice@tsl.state.tx.us)

Payments to the Grantor, such as those for interest earned each quarter on advanced funds, should be mailed with an explanation of the purpose of the payment and the grant number to:

Sandra Justice  
Grants Accountant  
Texas State Library and Archives Commission  
PO Box 12516  
Austin, TX 78711-2516

**X. APPLICABLE AND GOVERNING LAW**

- A. This grant shall be governed by the laws of the State of Texas. All duties of either party shall be legally performable in Texas. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Texas, and the forum and venue for such disputes shall be Travis County, District Court.
- B. This grant is subject to availability of funds.

**XI. SIGNATURES**

**GRANTOR**

Texas State Library and Archives Commission

E Seidenberg  
Edward Seidenberg, Assistant State Librarian  
01-28-04  
Date

Mopsy for D.O.  
Donna Osborne, Chief Fiscal Officer  
1/28/04  
Date

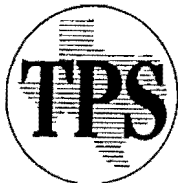
**GRANTEE**

Tom Green County, Tom Green County  
Library System

Michael D. Brown  
Signature (Must be an official empowered  
to enter into contracts)  
Michael D. Brown  
Typewritten or Printed Name

County Judge  
Title

January 15, 2004  
Date



TEXAS POLITICAL SUBDIVISIONS  
JOINT SELF-INSURANCE FUNDS

P.O. Box 803356, Dallas, TX 75380  
1-800-588-0013, Fax 972-387-4248

January 05, 2004

Mr. Mark Barta  
Tom Green County  
124 W. Beauregard  
San Angelo, TX 76903

Reference: 04-H0580  
Tom Green County

Dear Mr. Barta:

Thank you for choosing to renew your coverage in the Texas Political Subdivisions Workers' Compensation Joint Self-Insurance Fund (TPS). Attenta, Inc. is the Fund Administrator for TPS and we are here to provide you with the best possible service.

Our goal is to provide affordable, high-quality coverage and to offer a stable source of coverages specifically tailored to address exposures faced by public entities in the State of Texas. We believe that Tom Green County will benefit from its relationship with the TPS Funds and Attenta, Inc. as we complement your existing risk management efforts.

Enclosed are your Interlocal document(s). **Please sign the Interlocal document(s) stamped copy and return to your agent in the enclosed envelope as soon as possible.**

Please let your TPS agent and/or me know if you have questions or concerns regarding your coverage. Our office hours are 8:00 a.m. to 4:45 p.m. Monday through Friday, our office telephone number is (800) 588-0013.

Sincerely,

Gwen Decker

Underwriter

## ***YOUR SERVICE CONTACTS***

### **TPS SERVICING CONTRACTOR - ATTENTA, INC.**

#### **DALLAS OFFICE**

Mailing Address: P.O. Box 803356, Dallas, TX 75380-3356  
Street Address: 13601 Preston Rd., Ste. 500, Dallas, TX 75240  
Phone Number: (800) 588-0013

Claims Manager	-	Steve Wilson (972) 715-4250
Underwriting Manager	-	Rhonda Ruehle (972) 715-4210
Loss Control	-	Bob McGehee (972) 715-4216
Accounting	-	Wayne Krupicka (1-800-277-7500)

#### **AGENCY**

**Summit Global Partners of TX  
P.O. Box 1111  
San Angelo, TX 76902**

**Marshall Huling  
Phone Number: (325) 655-5656      Fax Number: (325) 658-4519**

#### **CLAIMS HANDLER**

**Attenta, Inc.  
5102 Avenue T  
Lubbock, TX 79412**

**Amy White, Claims Supervisor  
Phone Number: (800) 640-6937      Fax Number: (806) 799-3101**

## PAYROLL WORKSHEET

Entity			Contract Number	Rates Eff.	Effective Date
Tom Green County			04-H0580	1/1/2003	1/1/2004
Code	Classification of Operations	No. of Employees	Payroll Estimate	Per \$100 of Payroll	Manual Contribution Before Adjustment
4511	County Appraisal District		\$ 33,967	2.06	\$700
5506	Street or Road Construction or Repair - All Operations -		\$ 334,375	11.62	\$38,854
7380	Drivers, Chauffeurs and their Helpers Noc - commercial		\$ 15,698	9.62	\$1,510
7590	Garbage Works		\$ 73,717	12.79	\$9,428
7720	Police Officers & Drivers		\$ 3,718,156	5.25	\$195,203
8227	Heavy Equipment - Maintenance		\$ 172,161	7.19	\$12,378
8391	Automobile Mechanics		\$ 101,475	4.70	\$4,769
8742	Appraisers - Tax		\$ 613,093	0.91	\$5,579
8810	Clerical Office Employees Noc		\$ 3,515,555	0.52	\$18,281
8838	Library - Public -Professional Employees		\$ 591,021	0.91	\$5,378
9015	Building Maintenance		\$ 280,600	6.14	\$17,229
9102	Park Noc - All Employees - & Drivers		\$ 16,490	5.42	\$894
		Total Empl.	Total Payroll		Manual Contribution
			\$ 9,466,310		\$310,203



AMENDMENT NO. 5 -- TO THE INTERLOCAL AGREEMENT  
TEXAS POLITICAL SUBDIVISIONS WORKERS' COMPENSATION  
JOINT SELF-INSURANCE FUND

GUARANTEED COST PLAN  
ANNIVERSARY ADJUSTMENT

**COPY**

It is agreed that according to the provisions of Paragraph 5 in this Interlocal Agreement, the following is amended to reflect an adjustment to the Total Discounted Contribution. Therefore, the existing provisions of Paragraph 30. and 31. are deleted in their entirety and the following is substituted:

30. The Fund Factor applicable to this Interlocal Agreement for the undersigned Fund Member and referred to in Paragraphs 1e, 1l and 5 shall be 0.55 .
31. The Experience Modifier applicable to this Interlocal Agreement for the undersigned Fund Member and referred to in Paragraphs 1d, 1k, 4 and 5 shall be 1.02 .

H0580

Contract Number

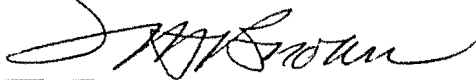
January 01, 2004

Effective Date

Tom Green County

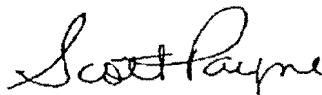
Fund Member

Michael D. "Mike" Brown  
Tom Green County Judge



Authorized Official Signature and Title

Texas Political Subdivisions Workers'  
Compensation Joint Self-Insurance  
Fund



Signature of Fund Secretary

Date

January 05, 2004

Date

## GUARANTEED COST PLAN

**COPY**

b. The limits of liability of this coverage are to be as follows:

VOL. 78 PG. 542

**BYLAWS OF  
TEXAS POLITICAL SUBDIVISIONS  
JOINT SELF-INSURANCE FUNDS**

Bylaw I - Principal Office

The principal office of the Texas Political Subdivisions Workers' Compensation Joint Self-Insurance Fund and the Texas Political Subdivisions Property/Casualty Joint Self-Insurance Fund (hereinafter referred to collectively as the "Funds") for the transaction of the Funds' business is located at 12850 Spurling Drive #210, Dallas, TX 75230. The Funds may have such other offices or convene at such other places to conduct their business as the Board of Trustees may designate from time to time. The Board of Trustees shall operate the Funds on behalf of the Fund Members pursuant to these Bylaws and shall be composed of the Members elected or appointed in the manner hereinafter set out and shall have the functions, powers and duties as herein set forth.

Bylaw II - Members

A. Classes of Membership. There shall be one class of membership in the Funds.

B. Eligibility. Any political subdivision within the State of Texas is eligible for membership in the Funds.

C. Duties. For the proper protection of the Funds, each Fund Member shall be required to make such reasonable safety regulations and take such safety precautions as may be required by the Fund or any servicing contractor providing management, administrative, technical or other services to the Funds or Fund Members (the "Contractor" or collectively the "Contractors").

D. Contribution. Each Fund Member shall make contributions to the Funds, the amounts of which shall be determined from time to time by the Funds and as required in the contractual membership agreement (the "Interlocal Agreement") between the Funds and each Fund Member.

E. Failure to Make Contribution. The failure of any Fund Member to make any contribution provided for in this Bylaw II as and when due shall render the membership of such Fund Member subject to termination by the Board of Trustees.

F. Right of Appeal. In the event of a disagreement between any Fund Member and any Contractor regarding any loss control, risk management practices, precautions or regulations suggested to the Fund Member by any of the Contractors, the Fund Member may appeal the suggestion to the Board of Trustees and a decision of the Trustees shall be final in determining whether said practice, precaution or regulation must be implemented by the Fund Member.

#### Bylaw III - Board of Trustee

A. Board as Permanent Governing Body. The Funds shall be governed by a permanent Board of Trustees composed of nine (9) Members selected as hereinafter provided. It is hereby deemed advisable and advantageous to have Trustees who are skilled in the various disciplines the Board may require in the performance of its duties. Therefore, it is hereby deemed advisable to have Trustees skilled in such areas as finance, loss control, safety, underwriting, pooling, reinsurance and such other disciplines as the Board may from time to time find useful in fulfilling its duties and responsibilities to the Funds. The composition of the Board should fairly represent a cross section of Funds' membership.

B. Composition and Term of Service. The Members of the Board of Trustees first elected after the adoption of these Bylaws by the Fund Members shall consist of four (4) echelons. Each Trustee shall be elected to occupy a designated place on the Board.

1. Those Trustees occupying places 1, 5, and 9 shall constitute one echelon designated as the First Echelon. Those Trustees occupying places 2 and 6 shall constitute one echelon designated as the Second Echelon. Those Trustees occupying places 3 and 7 shall constitute one echelon designated as the Third Echelon. Those Trustees occupying places 4 and 8, shall constitute one echelon designated as the Fourth Echelon.

2. Each year the Fund shall conduct an election of Trustees to fill the places occupied by the Members of the echelon whose terms expire during the year the election is held. Each election shall be held to fill the places of a retiring echelon. Each election shall be for a four-year term except that the term of those Trustees in the First Echelon at the time of the adoption of these Bylaws shall be deemed to next expire at the end of calendar year 1993, with the terms of each succeeding echelon being deemed to expire at succeeding one-year intervals.

C. Eligibility. Each Member of the Board of Trustees shall be either a salaried officer, salaried employee or popularly elected official of a Fund Member. Any Trustee who ceases to be either a salaried employee, salaried officer or popularly elected official of a Fund Member shall automatically be disqualified from service on the Board of Trustees and his position shall immediately become vacant. Notwithstanding the foregoing, any Trustee disqualified under the provisions of this subsection "C" may be, at the Board's discretion, retained in office until a qualified successor is elected or

appointed. In such instances, the Board shall name such replacement not later than six months from the date of the disqualification of the individual involved.

D. Election of Trustees.

1. Annual Election. The Funds shall conduct a regular annual election of Trustees during the last quarter of the calendar year (not the Fund Year). Ballots will be opened and tabulated on the second Monday of December each year.

2. Nominations. Individuals eligible under Bylaw "III, "C," may be nominated for election to the Board of Trustees by the Fund Members. Nominations shall be made in writing and shall state the basis of the nominee's eligibility under Bylaw III, "C," specifying the nominee's employment or office held and the Standing Committee experience, if any, of the nominee. Nominations will be made at large. The Members of the Board not up for election shall as evenly as possible apportion all of the nominees among the places open for election in composing the ballots for the election.

3. Ballots and Balloting. The Secretary or such other person as the Board may designate (the "Secretary Designee") shall prepare paper ballots and deliver same to all Fund Members at least fifteen days before the date set for the opening of ballots and the tabulation of votes. Each ballot shall include at least the following information: the exact designation of places on the Board to be filled (Place 1, Place 5, etc.), the names of all candidates for each place as determined by the Board, listed with the incumbent's name, if any, listed first and designated as "incumbent" followed by the names of all other candidates, instructions for the marking of ballots and instructions regarding the return of ballots.

- (a) Return of Ballots. Ballots may be returned to the Secretary or the Secretary Designee by United States mail or by any other means of delivery chosen by a Fund Member. However, ballots arriving after the deadline for return of

ballots shall not be counted unless the Secretary or Secretary Designee shall determine that such ballots were late due to Acts of God, war, civil disobedience or other superior and irresistible force disrupting commerce and the delivery of ballots, in which case tabulation of the ballots may be delayed for a period sufficient to allow the return of ballots after normal delivery services have resumed as determined by the Secretary or Secretary Designee. The Secretary or Secretary Designee shall date stamp each ballot envelope to reflect the date of its receipt.

- (b) Casting of Ballots, Prohibition of Cumulative Voting. Ballots are to be cast on behalf of a Fund Member by a person designated by the Fund Member to cast a ballot on the Fund Member's behalf. Each Fund Member may cast one vote for each place up for election. No cumulative voting shall be allowed.
- (c) Duplicate Ballot. In the event that competing or duplicate ballots are cast on behalf of any Fund Member, the Secretary or Secretary Designee shall immediately contact the persons submitting the duplicate ballots to determine which ballot is to be tabulated as the Fund Member's ballot. If the Secretary or Secretary Designee is unable to timely determine which ballot is to be tabulated, said ballots shall be discarded and shall not be tabulated.
- (d) Ballots to be Signed. Each ballot must be signed by a duly authorized representative of a Fund Member entitled to vote. Unsigned ballots will not be counted in determining the outcome of elections.

4. Tabulation and Certification of Election. Once the ballots have been received, they shall be retained unopened in the possession of the Secretary or the Secretary Designee until the deadline for the submission of ballots. The Secretary or Secretary Designee shall then open the ballots and tabulate the results. The Secretary or Secretary Designee shall then certify the results of the balloting to the Board. The Secretary shall maintain custody of the ballots in accordance with the Texas Local Government Records Retention Act, as now existing or as hereafter amended or

replaced. In the event that no retention period is stated under applicable law, the Secretary shall maintain custody of the ballots until the next annual election of Trustees.

5. Election by Plurality. A plurality of the ballots cast for any position shall be required to elect.

E. Vacancies on the Board of Trustees. When a vacancy exists on the Board of Trustees due to death, resignation, disqualification or inability to serve, the Board shall appoint a replacement to serve the balance of the term of office for the place being filled. This appointment shall be made by a majority vote of those Trustees then in office.

F. Advisory Trustees. The Board, at its option, may appoint one or more advisory Trustees who shall be appointed to serve a term of one year. Advisory Trustees shall have no vote on matters before the Board of Trustees.

G. Election of Officers. Within one hundred-fifty (150) days following the annual election of Trustees, the Board shall meet and elect Officers for the coming year and to conduct such other business as may come before the Board. The Board shall elect from among the Trustees a Chairman and a Vice-Chairman. The Board shall also appoint a Fund Secretary and such other officers as the Board may deem necessary. The Board shall elect a Recording Secretary to take and retain minutes of the Board's meetings and perform such other duties as the Board may from time to time assign.

H. Meeting of the Board of Trustees. The Board of Trustees shall hold at least three meetings per year, including the meeting provided for in subsection "G" of this Bylaw III. The Board may hold such other meetings as necessary to conduct its business at such times as the Chairman may call a meeting or at any time a meeting is requested by any three voting Trustees.



1. Regularly Called Meeting. Each Trustee shall receive a minimum of seventy-two hours' written notice of any meeting of the Board, except as otherwise provided herein. Written notice of all such meetings shall be given to each of the Trustees by mail, courier or telecopy and to the public by posting notice of such meeting at the Funds' principal place of business in a place readily accessible to the public and by furnishing a copy of the notice to the Secretary of State of the State of Texas and the County Clerk of Dallas County, Texas, for posting on bulletin boards at places convenient to the public at the Secretary of State's office and at the Dallas County Courthouse, respectively. The Notice shall contain the agenda for the meeting. Additional subjects may be added to the agenda of the meeting by filing a supplemental Notice.

2. Emergency Meetings. Notwithstanding the foregoing, the Chairman may, at his sole discretion, declare an emergency or urgent public necessity and convene a meeting of the Board on two hours' telephonic notice to the Trustees and by posting notice of such meeting at the Funds' principal place of business in a place readily accessible to the public and by furnishing a copy of the notice to the Secretary of State of the State of Texas and the County Clerk of Dallas County, Texas, for posting on bulletin boards at places convenient to the public at the Secretary of State's office and at the Dallas County Courthouse, respectively.

Notice of the particular emergency shall be stated in the Notice and shall be restricted to imminent threats to public health and safety or reasonably unforeseeable situations requiring immediate action by the Board of Trustees. The Notice shall contain the agenda for the meeting. Additional subjects may be added to the agenda of the

meeting by filing a supplemental Notice, in which the emergency or urgent public necessity requiring consideration of such additional subjects is expressed.

3. Meetings Called by Trustee. Any call for a meeting made by three or more Trustees shall be submitted to the Chairman who shall, within two business days of the receipt of said request, call and give notice of a Regularly Called or an Emergency Meeting to be held not later than five business days from the date notice of the meeting is given to the Trustees by the Chairman. In the event of absence, inability or refusal to act on the part of the Chairman, the Vice Chairman, upon presentment of a request for a meeting as described hereinabove, shall act in the place of the Chairman in the manner provided for herein. In the event of absence, inability or refusal to act on the part of the Vice Chairman, the Secretary shall act in the place of the Chairman. Such meetings shall be either Regularly Called Meetings or Emergency Meetings and the notice requirements applicable shall apply thereto as provided hereinabove.

4. Telephonic Meetings. The Chairman may arrange for telephonic meetings of the Board when the Chairman deems it necessary for the transaction of the Board's business. Such telephonic meetings shall be either Regularly Called Meetings or Emergency Meetings and the notice requirements applicable shall apply thereto as provided hereinabove.

I. Quorum. A majority of the Members of the Board serving at any given time shall constitute a quorum.

J. Action by Majority. Concurrence of a majority of the Members of the Board in attendance and voting shall be necessary for any official action taken by the Board except as otherwise provided in these Bylaws.

K. Action by Unanimous Consent. The Board may take any official action which it is otherwise authorized to take by unanimous written consent of the Trustees without the need for a meeting or a formal vote.

L. Compensation and Reimbursement. The Trustees shall serve without compensation, but shall be entitled to reimbursement of actual expenses incurred in the performance of their official duties in accordance with such policies for reimbursement as may be adopted by the Board or by approval of such expenses by the Board.

Bylaw IV - Powers and Duties of the Board of Trustees

The Board, in addition to other powers and duties herein conferred and imposed or authorized by law, shall have the following powers and duties to-wit:

A. The Board may contract for such services, professional or otherwise, as it may deem necessary and shall fix the time and manner of the performance of such services and the payment therefor.

B. It shall be authorized to contract with any qualified individual or organization to perform any of the functions necessary for the carrying out of a self-insured pool arrangement, including reinsurance, claims administration, safety engineering services, administrative services and any and all other services that the Board shall deem necessary for the benefit of the Funds or their Members.

C. It shall make provision for proper accounting and reporting procedures for each of the Fund Members so that they shall be timely apprised of the nature of the claims arising within their jurisdiction, the manner in which these claims are being handled and the impact of the same upon the Funds.

D. It shall provide for annual audit of the books of the Funds. The audit shall be available to each of the Fund Members for review.

E. It shall carry out all of the duties necessary for the proper operation and administration of the Funds on behalf of the Fund Members and to that end shall have all of the powers necessary and desirable for the effective administration of the affairs of the Funds.

F. It shall arrange for the investing of the monies of the Funds so as to keep the same invested according to law and in accordance with prudent investment standards for the benefit of the Fund Members. It shall provide for the banking of the monies of the Funds and the proper security of any and all investments.

G. The Board shall appoint an Executive Committee of the Board to handle the affairs of the Board in between meetings of the Board, with such functions as may be designated to the Executive Committee by the Board by resolution properly adopted.

H. It shall have the authority to terminate membership of any Fund Member that fails to abide by the reasonable requirements of the Funds concerning payment of dues and contributions, installation of safety requirements, cooperation with the claims agents or attorneys representing the Funds or any of the Fund Members, or any other action that may be detrimental to the fiscal soundness or efficiency of the Funds on behalf of the Fund Members.

I. It shall develop and prepare a contract (the "Interlocal Agreement") to be signed by each of the Fund Members as they become Fund Members and shall determine the amounts of reinsurance that shall be purchased by the Funds.

J. It may require the securing of a fidelity bond upon any officer or agent of the Funds or upon other persons charged with the duty of handling any of the monies or investments of the Funds.

K. It may contract with attorneys, accountants or such other professional persons that it may deem necessary for the proper protection of the Funds. These persons shall be paid as provided in the contract for hire as executed by the Board.

L. The Board shall have the general power to make and enter into all contracts, leases and agreements necessary or convenient to carry out any of the powers granted under these Bylaws or by law. All such contracts, leases and agreements or other legal documents herein authorized shall be approved by resolution of the Board.

M. Removal for Cause. The Board by a majority vote may remove or suspend from office any Trustee for cause if said Trustee is indicted, charged or convicted of any crime involving moral turpitude or any felony. It shall also constitute cause for removal if any Trustee misses two or more consecutive meetings of the Board without a valid excuse acceptable to the Board in its discretion. Said Trustee may be removed by a majority vote of the Board.

#### Bylaw V - Standing Committees

The Executive Committee of the Board shall meet in person at any convenient place in the State of Texas or by phone utilizing a teleconference at such times as the Chairman of the Board shall designate. The method of convening shall be at the discretion of the Chairman of the Board who shall serve as Chairman of the Executive Committee. The Chairman of the Board shall serve as an ex officio Member of all Standing Committees but may vote to break a tie vote of any Standing Committee.

The Board of Trustees shall appoint Members of the following committees, which, in addition to the Executive Committee, shall constitute the Standing Committees

of the Board, to fulfill at the minimum and not by way of limitation the following duties and make recommendations to the Board.

1. Claims Management Committee:
  - (a) Monitor, evaluate and where needed recommend changes to improve claims handling policies and procedures;
  - (b) Review large claim activity;
  - (c) Review settlements on intermediate level claims;
  - (d) Develop litigation strategies for large claims; and
  - (e) Review, evaluate and recommend where appropriate outside claim handling service providers, i.e. attorneys, clinics, etc.
  - (f) Perform such other tasks as the Board may by resolution assign.
2. Member Relations Committee:
  - (a) Develop marketing plans for soliciting new business;
  - (b) Establish procedures to respond to Member requests;
  - (c) Monitor quality of performance standards of field service agency network and implement action plan to enhance and improve where needed; and
  - (d) Initiate new product/service ideas and recommend to the Board.
  - (e) Perform such other tasks as the Board may by resolution assign.
3. Underwriting Committee:
  - (a) Develop underwriting guidelines and standards;
  - (b) Set rate levels and rating guidelines;
  - (c) Recommend actuarial review;
  - (d) Recommend premium audits;
  - (e) Review underwriting results,

- (f) Review and recommend to the Board terms and conditions of reinsurance and excess insurance programs; and
  - (g) Evaluate underwriting implications of changes in market conditions, product mix and membership characteristics.
  - (h) Perform such other tasks as the Board may by resolution assign.
4. Finance Committee:
- (a) Develop and monitor investment guidelines;
  - (b) Review investment portfolio performance with advisor;
  - (c) Review financial reports with accounting manager;
  - (d) Liaise with external auditors; and
  - (e) Report to the Board on matters of investment reporting and finance.
  - (f) Perform such other tasks as the Board may by resolution assign.
5. Loss Control Committee:
- (a) Develop loss control guidelines and program;
  - (b) Monitor compliance with loss control program;
  - (c) "Sponsor" the efforts of the loss control department; and
  - (d) Encourage Members' participation.
  - (e) Perform such other tasks as the Board may by resolution assign.
6. Management Information Systems Committee
- (a) Develop information management guidelines
  - (b) Monitor compliance with information management guidelines
  - (c) Monitor, evaluate, and where needed, recommend changes to improve information management policies and procedures
  - (d) Review, evaluate and recommend where appropriate, outside information management service providers.

- (e) Perform such other tasks as the Board may by resolution assign.

The Chairman of the Board of Trustees may appoint such ad hoc committees as he deems necessary in his sole discretion. Such appointments shall be for a term of one year.

All appointees to the Standing Committees need not be Members of the Board of Trustees except that the Chairman of the Board shall appoint a Trustee to serve as Chairman of each of the Standing Committees and at least one other Trustee to serve as a Member of each Standing Committee. Each Standing Committee shall be made up of at least three persons but no more than eight persons. Each Standing Committee shall have such duties, powers and responsibilities as provided in these Bylaws or as the Board of Trustees may delegate to each such committee by resolution of the Board. The Chairman of each such committee shall appoint qualified persons to fill vacancies on his committee occurring after the initial appointment of Members of the committee by the Board. In the event that the Chairman of any such committee shall fail or refuse to appoint a qualified replacement, the Chairman of the Board shall do so in his stead.

#### Bylaw VI - Indemnification of Officers & Trustees

A. Policy of Indemnification and Advancement of Expenses. To the same extent permitted to business corporations by the Texas Business Corporation Act, as amended from time to time, and except as otherwise prohibited by law, the Funds shall indemnify any Trustee or officer of the Funds against judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses (including court costs and attorneys' fees) actually incurred by any such person who was, is or is threatened to be made a named defendant or respondent in a proceeding because the



person is or was a Trustee or Officer of the Funds and shall advance to such person such reasonable expenses as are incurred by such person in connection therewith.

B. Definition. For purposes of this Bylaw VI:

1. "Trustee" means any person who is or was a Trustee of the Funds and any person who, while a Trustee of the Funds, is or was serving at the request of the Funds as a Trustee, Officer, partner, venturer, proprietor, employee, agent, or similar functionary of the Funds or of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise.

2. "Officer" means any person who is or was an Officer of the Funds and any person who, while an Officer of the Funds, is or was serving at the request of the funds as a trustee, officer, partner, venturer, proprietor, employee, agent or similar functionary of the Funds or of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise.

3. "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal administrative, arbitative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

C. Non-Exclusive; Continuation. The indemnification provided by this Bylaw VI shall not be deemed exclusive of any other rights to which the person claiming indemnification may be entitled under any agreement, any vote of Fund Members or disinterested Trustees of the Funds or otherwise both as to any action in his or her official capacity and as to any action in another capacity while holding such office, and shall continue as to a person who shall have ceased to be a Trustee, Officer or

employee of the Funds engaged in any other enterprise at the request of the Funds and shall inure to the benefit of the heirs, executors and administrators of such person.

D. Indemnification of Employees or Agents. The Funds may indemnify and advance expenses to an employee or agent who is not a Trustee or Officer to such extent, consistent with law, as may be provided by general or specific action of the Board of Trustees, or contract or as permitted or required by common law.

E. Insurance or Other Arrangement. The Funds shall have the power to purchase and maintain insurance or another arrangement on behalf of any person who is or was a Trustee, Officer, employee or agent of the Funds, or who is or was serving at the request of the Funds as a trustee, officer, employee or agent or any other capacity in another association, or a corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in such capacity, arising out of such person's status as such, whether or not such person is indemnified against such liability by the provisions of this Bylaw VI.

#### Bylaw VII - Fund Year

The fiscal or fund year for the Funds shall be from the 1st day of January of each year through the 31st day of December.

#### Bylaw VIII - Withdrawal From Membership

Any Fund Member may withdraw from the Funds according to the provisions set forth in the Interlocal Agreement between the Fund and the Fund Member. The Fund Member withdrawing may not withdraw the reserves on any of the claims that are being paid from the Funds or will be required to be repaid from the Funds. The Funds shall continue the servicing of any claim pending after the withdrawal of the Fund Member

unless the Fund Member specifically assumes the liability and makes provision to indemnify the Funds from loss by taking over the servicing of the claim.

Bylaw IX - Amendments to Bylaws

These Bylaws may be amended by the Board of Trustees of the Funds after notice of the proposed amendment has been mailed to the Members of the Board of Trustees at least ten (10) days prior to the day of the meeting to consider same. The Board of the Funds shall recommend such changes as it deems necessary or desirable from time to time.

Adopted this 8th day of March, 1996, at Dallas, Texas.

  
Chairman of the Board of Trustees

ATTEST:

  
Secretary

## FAIR SHARE FOR FEDERAL HIGHWAYS

**Whereas**, federal legislation authorizing the highway program expires February 29, 2004;

**Whereas**, since the inception of the federal highway program in 1956 Texas has given more than \$5 billion to other states in the program, as one of the "donor" states which sends in more revenue than it receives in return from the federal highway administration;

**Whereas**, despite strong past efforts by former Senators Bentsen and Gramm to rectify this inequity, Texas most recently has received about 88 cents on the dollar in rate of returns numbers;

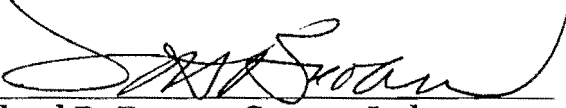
**Whereas**, the efforts to upgrade Texas' return this year is led by Majority leader Tom DeLay who has filed H.R. 2208, the Highway Funding Equity Act of 2003, ensuring a 95% return on trust fund contributions;

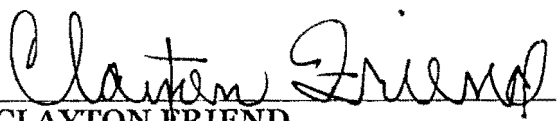
**Whereas**, if Texas would have enjoyed this 95% return since the enactment of this last highway bill (1998) our state would have received nearly \$1.2 billion more to invest in our highway program

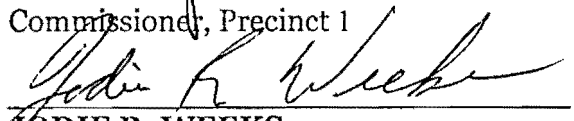
**Whereas**, our dependence on the federal-aid portion of our program has grown significantly since 2003 is the first time since 1991 that the state legislature has provided a meaningful increase in state highway funds;


**Whereas**, we are grateful to the members of the Texas delegation who have supported H.R. 2208 & hopeful that 100 percent of the delegation will be co-sponsors;

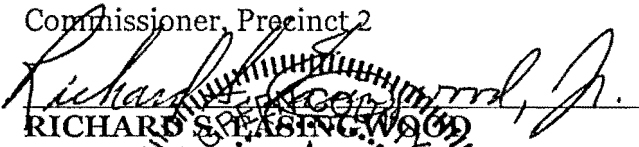
**Therefore**, be it resolved that Tom Green County Commissioners Court in San Angelo, Texas on January 27, 2004 hereby adopt this resolution and forward copies to the relevant parties.

  
Michael D. Brown, County Judge  
Tom Green County, Texas


  
CLAYTON FRIEND  
Commissioner, Precinct 1

  
JODIE R. WEEKS  
Commissioner, Precinct 3

  
KARK BOOKER  
Commissioner, Precinct 2

  
RICHARD SPEAS  
Commissioner, Precinct 4

ATTEST:

  
ELIZABETH MCGILL, County Clerk

