

Tom Green County Commissioners' Court
March 9, 2004

The Commissioners' Court of Tom Green County, Texas, met in Regular Session March 9, 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 8:37 AM.
2. The Pledge of Allegiance to the United States and the Texas Flags was recited.
Judge Brown offered the invocation.
3. **Commissioner Weeks moved to accept the Consent Agenda as presented with the exception of items C & G. Commissioner Friend seconded the motion. The following items were presented:**
 - A. Approved the Minutes of the Regular Meeting of February 24th, 2004.
 - B. Approved the Minutes of Accounts Allowable (Bills) from February 25th through March 9th, 2004 in the amount of \$1,245,139.63.
Purchase Orders from February 23rd – 27th, 2004 in the amount of \$12,465.06 and from March 1st – 5th, 2004 in the amount of \$12,991.31.
 - C. **(Handled as a separate action, see below.)** Accepted Personnel Actions.
 - D. Accepted the Indigent Health Care Monthly Report for February 2004.
(Recorded with these minutes.)
 - E. Set April 2, 2004 as opening date for RFB 04-021 "Janitorial Supplies".
 - F. Set April 2, 2004 as opening date for RFB 04-020 "1 or more New Model 2004 ¾ Ton Crew Cab Pickup Truck".
 - G. **(Excluded)** Acknowledge the donation of estimated 40-55 gallon metal drums by Patterson Drilling Company for use at County Parks.
 - H. Approved request from Verizon Communication to construct a communication line within right of way of a County Road to bore from the east right of way to the west right of way of Treece Road. A 1.5 inch poly pipe with drop wire will be placed at this location, 4200 feet to the north of US Highway 87. Drop wire and bore will be a minimum depth of 24 inches.
 - I. The following Service Awards were acknowledged as follows:

2003 JULY thru DECEMBER

5 YEARS

<u>Name</u>	<u>Date of Hire</u>	<u>Department</u>
HERNANDEZ, Julie A.	08/04/98	Library
MAY, Kalton R	08/10/98	Juvenile Probation
BELCHER, Wendy L.	08/17/98	Juvenile Probation
VILLARREAL, Richard	09/21/98	County Attorney
HANCOCK, Sandra E.	09/22/98	Jail
ROWE, Linda L.	09/28/98	CSCD
MILD, Jeannie C.	11/24/98	Jail
FRY, Gary D.	12/01/98	CRTC
LACK, Letitia C.	12/01/98	CSCD

Savings bonds for Service awarded to the following:

10 YEARS

DAVIS, Clois R.	07/16/93	Jail
SPENCER, Rebecca J.	07/16/93	CSCD
GUERRA, Manuel	07/19/93	CSCD
SAENZ, Elizabeth	08/02/93	District Clerk
PEREZ, Ilma I.	09/21/93	County Judge
WYATT, Samuel D.	10/01/93	Building Maintenance
FREEMAN, Charles M.	10/25/93	Court- at-Law I
BEYER, Margaret A.	11/08/93	Jail
MASSEY, Robert L.	11/08/93	Sheriff's Office
WILLIAMS, Curtis M. Sr.	11/15/93	Purchasing
BETHEA, Travis	11/22/93	CRTC
SAILER, Lockie H.	12/16/93	Sheriff's Office

SCHAEFER, Gary M.

12/16/93

CSCD

15 YEARS

SPIEKER, Dianna M.

07/18/88

Treasurer

HARRIS, Deborah D.

08/10/88

District Court

MARTINEZ, Robert V.

10/01/88

R&B 2/4

STEVENS, Robert M.

10/06/88

R&B 2/4

NORIEGA, Sylvia

11/14/88

District Court

ROBLES, Rebecca F.

12/19/88

Vehicle Registration

20 YEARS

VALLES, Richard J.

07/15/83

Housekeeping

RAMOS, Robert

07/31/83

Sheriff's Office

SPIEKER, David A.

08/12/83

Road Bridge 1/3

HARRELL, N. Gail

10/20/83

County Clerk

25 YEARS

JOHNSON, Martin A.

10/1/78

District Court

The motion passed unanimously.

5. Becky Harris, Roy K. Robb Post Adjudication Facility Director, reported that the current population is 21 and there are 3 referrals. Awaiting a Bee County referral. Veribest has provided tentative schedule for year round school. Possible Title IV special grant for a Transition Specialist to help with transition back into public school from March through August 31, 2004. Must reapply for grant each year. Transitional Specialist will have to attend a school each year in Florida. Participation in the recycling center and the Meals for the Elderly has been well received and complementary from those in charge. Co-facilitators will split the remainder of salary paid on days off through grant. \$385.40 per month limited to 25 hours with a maximum of 100 hours---exempt salaries.

Judge Brown moved to approve the Contract Amendment on the Service Learning Project for the application for the additional amounts available Title IV Grant monies and authorize the attendance for training in Florida. Commissioner Friend seconded the motion. Judge Brown and Commissioners Friend, Weeks & Bookter voted in favor. Commissioner Easingwood voted in opposition. The motion was approved 4 to 1. (Report, Contract Amendment and proposed Agreement for Co-Facilitator of Title IV Grant are recorded as exhibits with these minutes).

4. C. Commissioner Weeks moved to approve the Personnel Actions as presented.

Judge Brown seconded the motion. The following actions were 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>
GREEN, Holly	Library	Promotion	3/4/04	P/T	\$6.45/Hr

The following personnel actions are presented for *Grants* 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>
CULLINS, Billy D.	Jail	New Hire	03/10/04	16/1	\$ 852.90 S/M
YOUNG, Harry R.	Jail	New Hire	03/03/04	16/1	\$ 852.90 S/M
COMPTON, Johnathan	CSCD (156)	Salary Increase	02/16/04	N/A	\$1,337.79 S/M
BLACK, Sherry Lynn	Sheriff	Resignation	02/26/04	16/1	\$ 699.98 S/M
WEEAKS, Christopher	R&B 2/4	Resignation	03/15/04	15/12	\$1,065.05 S/M
LONG, Travis J.	Jail	New Hire	03/10/04	16/1	\$ 852.90 S/M
MENDEZ, Norma A.	CSCD	New Hire	03/3/04	N/A	\$ 728.71 S/M
KISER, Marisa	CSCD	Transfer	03/3/04	N/A	\$ 773.08 S/M
CONWAY, Rashad A.	CSCD	Resignation	03/12/04	N/A	\$1132.96 S/M
CAINE, Lynn C.	CSCD	Salary Increase	03/16/04	N/A	\$ 780.60 S/M
LEYVA, Rodrigo E.	CSCD	Salary Increase	03/16/04	N/A	\$ 780.60 S/M
DOYLE, Ryan L.	CSCD	Salary Increase	03/16/04	N/A	\$ 773.97 S/M
MASTERSON, Robert	CSCD	Salary Increase	03/16/04	N/A	\$ 1742.33 S/M
HERNANDEZ, Daniel	RKR	Salary Increase	02/23/04	N/A	+ \$192.70 S/M
THOMAS, Allie	RKR	Salary Increase	02/23/04	N/A	+ \$192.70 S/M
WHITEN, Lynn	RKR	Salary Increase	02/23/04	N/A	+ \$192.70 S/M
WINGO, Thomas	RKR	Salary Increase	02/23/04	N/A	+ \$192.70 S/M
CAMELBEEK, Angela	Sheriff	New Hire	03/10/04	12/1	\$699.50 S/M

Judge Brown, Commissioners Friend, Bookter & Weeks voted in favor of approval. Commissioner Easingwood voted in opposition. The motion was approved 4 to 1.

6. Judge Brown moved to adopt a Proclamation, Recognizing March 2004 as Mental Retardation Month. Commissioner Friend seconded the motion and all voted in favor.

9. The Library Board recommended the hiring of Craig Kinney, as Architect for the Library expansion project, subject to the negotiations of the contract for fees. (Estimates range from 7% and up of the total cost of job.) \$20,000.00 has been spent so far on services provided by the previous architect.

Judge Brown moved to approve Craig Kinney as the architect for the Library Expansion Project, subject to contract negotiations and because it is Professional Services, they are exempted from the bid process. Commissioner Bookter seconded the motion and all voted in favor.

7. Commissioner Weeks moved to authorize the hiring of a management firm to handle the Asbestos Abatement Management for the Keyes Building, Court Street Annex and the Sheriff's Office. (Professional Services) Commissioner Friend seconded the motion and all voted in favor.

8. Commissioner Easingwood moved to authorize the County Auditor to make the application for the State Alien Assistance Program (SCAAP) and to continue to use Vertex as the grant administrator (22%). Commissioner Friend seconded the motion and all voted in favor. (SCAAP is the reimbursement based upon Federal Prisoners' population in the jail for room and board.)

10. Archie Kountz, explained to the Court that there are 54 employees from 5 different departments might fit the criteria for a possible need for personal safety equipment. The Safety Manual is being updated and will address the departments that safety equipment should be required to be used.

Commissioner Bookter to table the issue. Judge Brown seconded.

Commissioner Bookter changed his motion to deny the purchase of Personal Protective Equipment, at this time. Judge Brown seconded the motion change and all voted in favor.

11. Judge Brown recessed the Regular Meeting of the Commissioners' Court to convene a public hearing for the purpose of discussing the adopting of rules for Tom Green County on-site sewage facility at 10:14 AM.

12. Judge Brown convened the Public Hearing at 10:15 A.M.

- a. Pam Weishuhn, County/ City Public Health Office, explained to the public that the notice has been properly posted within the time frame required by law and recommended that the Commissioners' Court adopt rules regulating on-site sewage facilities within Tom Green County. Cesspools are illegal and when located, are regularly notified and possible fines assessed.
- b. The Public hearing was adjourned.

13. Judge Brown reconvened the regular Commissioners' Court meeting at 10:19 AM.

14. Judge Brown moved for the adoption of Rules for Tom Green County On-site Sewage Facilities. Commissioner Weeks seconded the motion and all voted in favor. (Recorded with these minutes).

15. Commissioner Easingwood moved to deny any additional payroll deduction. Judge Brown seconded the motion and all voted in favor.

16. Commissioner Bookter moved that surplus equipment be stored, until the city/county auction, at a temporary storage facility, consisting of 20-25 acres at an area located in Precinct 2. Surplus items should be listed with the Purchasing Department. Commissioner Easingwood seconded the motion. All voted in favor of the motion.

17. Commissioner Weeks reviewed some AG opinions he had received and wished to be a part of the record. JC 0073 (1999) regarding Section 252.2410 of the Transportation Code that the Commissioners' Court may accept if considered reasonable conditions. Commissioner Weeks moved to Accept up to \$20,000.00 donated from Jay Weatherby, Tony Cain & Alexander Construction Co. to be paid prior to the beginning of the actual construction, for the paving portion of Pulliam Road in the normal rotation of resurfacing roads. Commissioner Friend seconded the motion.

Other discussion followed regarding the type road system that Tom Green County had. The AG's opinion was based on Mason County, who has a road superintendent, unit road system, so the difference of the system could change the determination of the

AG's opinion. **Commissioner Weeks withdrew his motion and Commissioner Friend withdrew his second.**

Judge Brown moved to table the motion, pending more information on the legal aspects. Commissioner Bookter seconded the motion and all voted in favor.

18. **Commissioner Friend moved to allow the County Clerk to enter into a lease contract for a Xerox WorkCentre Pro 35 digital network copier and authorize Johnny Grimaldo, Purchasing Agent, to sign the contract. Commissioner Easingwood seconded the motion. Commissioners Friend, Bookter, Weeks and Easingwood voted in favor. Judge Brown was opposed. The motion passed 4 to 1. (Contract recorded with these minutes.)**
19. **Judge Brown moved to reject the bid of \$100.00 offered by Billy A. Carlile for the sale of Tom Green County Trustee Property being Lot 35, Block 9 of the Lake Concho Estates Subdivision. There was no second so Judge Brown withdrew his motion.**
Commissioner Weeks moved to accept the \$100.00 bid from Billy A. Carlile for the sale of Tom Green County Trustee Property being Lot 35, Block 9 of the Lake Concho Estates Subdivision. Commissioner Easingwood seconded the motion. Commissioners Friend, Bookter, Weeks and Easingwood voted in favor of the motion. Judge Brown voted in opposition to the motion. The motion passed 4 to 1.
20. Commissioner Weeks explained that he had been approached by some of his constituents about adopting County roads to clean them up. The Court reviewed the procedures set up by TX Dot for Highway adoptions.
Judge Brown moved to institute an "Adopt a Road Program" based on the TX Dot template. Commissioner Weeks seconded the motion and all voted in favor.
21. **Tabled the consideration regarding alternatives for solid waste collection to be submitted by a written proposal.**
22. **Commissioner Weeks moved to allow Tom Green residents to take storm debris (only) to the collection site without a charge in order to clean up after the recent storm. Commissioner Friend seconded the motion and all voted in favor.**
23. **Judge Brown moved to adopt a policy regarding any seized property, by any law enforcement departments; the policy is to include an order that notification is to be given to the Purchasing Department for verification and to be accepted by the Commissioners' Court. After acceptance by the Court, the property will then be distributed according to law. Commissioner Friend seconded the motion and all voted in favor.**
24. **Judge Brown moved to set the next Commissioners' Court Meeting to Monday March 22, 2004 at 8:30 AM, due to a conflict in scheduling. Commissioner Friend seconded the motion and all voted in favor.**
25. There were no items addressed in matters relating to the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations.
26. There were no line item transfers.

32. Future Agenda Items:

1. Consider hiring Asbestos Abatement Consulting Firm as Manager for the Asbestos Abatement in the Keyes Building, Court Street Annex and Sheriff's Office.
2. Consider Solid Waste Collection Options.

33. Announcements:

1. Meeting at 4:00 today with the Veribest School Board on issues relating to Roy K. Robb Facility
2. The next regularly scheduled meeting will be Monday, March 22nd, 2004 at 8:30 AM unless there is an executive session, and then the meeting will begin at 8:00 AM.

27. Judge Brown recessed the open meeting at 11:50 AM to go into Closed/Executive Session in accordance with V.T.C.A. Government Code, Chapter 551, and Subchapter D.

28. Judge Brown convened the closed Executive Session.

29. Adjourned Closed Executive Session.

30. Reconvened Open Session.

31. No action taken on matters from Executive Session.

34. Judge Brown adjourned the meeting at 12:20 PM.

As per HB 2931, Section 4:

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 February 10th, 2004.

I hereby set my hand and seal to this record February 24th, 2004.

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

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FORM 105

CIHCP MONTHLY FINANCIAL/ACTIVITY REPORT

County Name TOM GREEN COUNTYReport for (Month/Year) 02, 2004

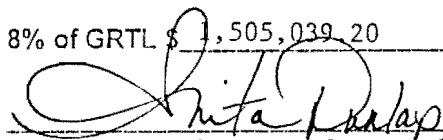
Amendment of the Report for (Month/Year) _____

I. Caseload Data

Number of eligible individuals at the end of the report month	<u>171</u>
Number of SSI appellants within caseload at the end of report month	<u>59</u>

II. Creditable Expenditures During Report Month

Physicians Services	1. <u>13,210.94</u>	
Prescription Drugs	2. <u>6,886.37</u>	
Hospital, Inpatient Services	3. <u>66,275.31</u>	
Hospital, Outpatient Services	4. <u>19,099.09</u>	
Laboratory/X-Ray Services	5. <u>3,947.74</u>	
Skilled Nursing Facility Services	6. <u>0</u>	
Family Planning Services	7. <u>0</u>	
Rural Health Clinic Services	8. <u>0</u>	
State Hospital Contracts	9. <u>0</u>	
Optional Services	10. <u>6,290.07</u>	
Total Expenditures (Add #1 through #10.)		11. <u>115,709.52</u>
Reimbursements Received (Do not include State Assistance.)	12. (<u>7,181.44</u>)	
6% Case Review Findings (\$ in error)	13. (<u>0</u>)	
Total to be deducted (Add #12 + #13.)		14. (<u>7,181.44</u>)
Credit to State Assistance Eligibility/Reimbursement (#11 minus #14)		15. <u>108,528.08</u>

STATE FISCAL YEAR (September 1 - August 31) TOTAL \$ 541,415.60General Revenue Tax Levy (GRTL) \$ 18,812,990.008% of GRTL \$ 1,505,039.20 6% of GRTL \$ 1,128,779.40


Signature of Person Submitting Report

3/1/04

Date

Print Name and Title Anita I. Dunlap, TGC Indigent Health Care AdministratorCIHCP 03-4
September, 2003

**Roy K. Robb Post-Adjudication Facility
Report
March 9, 2004**

- **Population--21**
 - **Substance Abuse--18**
 - **Behavior Modification--3**
- **Referrals--3**
 - **Tarrant--1**
 - **Aransas--1 ?**
 - **Bee--1**
- **Tom Green County Residents--2**
- **Mr. Wyatt has developed a tentative school schedule for year-round school**
- **VISD has hired a full-time special education teacher to finish out the remainder of the school year--began March 8**
- **Title IV Grant has come forth with more money we can apply for--deadline March 15--Position of Transition Specialist**

Contract Amendment:

The Service Learning Project conducted by the Tom Green County Roy K. Robb Post-Adjudication Facility has made a huge impact, not only in the community, but also in the lives of our residents, since we began the project in September 2004. Facility staff have worked with the students assigned to the facility and have continued to work with the Meals for the Elderly program and the SAFE Recycling Center. Both projects have been successful and have made positive influences in the lives of our residents. We have also received our greenhouse materials for the students to begin constructing the building in order to further their education of agriculture. The variety of plants, vegetables, and flowers will be used for different purposes such as food and decoration. Service Learning has made an impact on the community and the residents of Roy K. Robb in the six months we have been operating.

At this time, a part-time Transition Specialist is needed to assist in assuring that Service Learning students make a satisfactory transition and adjustment back to their homes and regular classrooms following completion of their stay at the Roy K. Robb Post-Adjudication Facility. The Transition Specialist will function in a role as an advocate for the student, as a transition process facilitator for the school district and the student, and as a collaborator in bringing all parties together to mutually support the students return to their homes and regular classrooms. Specific functions and job duties to be performed by the Transition Specialist will include, but are not limited to:

- Student Tracking: Each student will have an individualized tracking sheet displaying date of admission, projected date for return, and dates for interim significant milestones.
- Goal Setting: The Transition Specialist will work with each student to establish written goals and objectives for the transition back, and for future individual, behavioral, and academic targets.
- Counselor Involvement: Weekly meetings with counselors will be conducted to help facilitate the counselor's active involvement in assisting with the student's satisfactory adjustment back in the regular classroom.
- Team Collaboration: Teachers, administrators, counselors, parents (if able to attend), service learning personnel, and other significant community members will be convened as a team for the purposes of review of the student's transition plans, goals and objectives, and target dates for planned achievements.
- Packet Preparation: A transition packet will be compiled illustrating the student's achievements, strengths and needs as well as transitional goals and objectives for submission to the student's regular classroom teachers and administrators. The packet will also address the student's strongest learning

styles and recommended strategies for assisting in maintaining education objectives.

- Reflection Exercises: Students will participate in special “transition groups” where role playing and verbal response exercises will be conducted to prepare students for unforeseen challenges in the return and adjustment process.
- Resource Management: School and community based resources and services will be identified and arranged for students with special needs such as tutoring and mentoring.
- Classroom Monitoring: Returning students will be monitored and observed as they return to the regular classroom with the team leaders providing feedback and support to the student to maintain a steady course in achieving behavioral and academic goals.
- Service Learning Support: The Transition Specialist will work closely with the Service Learning Youth Advisor in service learning projects to assure that individual program activities and services compliment preparation for the return to the regular classroom.

The Transition Specialist will be actively involved for a period of six months from March 1 through August 31, 2004. He or she will have a minimum of three years of experience working with at-risk youth in a juvenile placement facility. He or she will work a flexible schedule of 15 hours weekly including evening and weekend time.

The Contract Amendment also requests support for the Tom Green County Roy K. Robb Post-Adjudication Facility Administrator, the Transition Specialist and 1/3 costs for SLT (Service Learning Team) Co-Facilitator to attend the National Service Learning Conference in Orlando, Florida March 28 through 31.

Budget Summary:

<u>Budget Category</u>	<u>Total</u>
Payroll Costs	-0-
Professional/Contracted Services	\$13,156.90
Supplies and Materials	-0-
Other Operating Expenses	\$ 1,573.30
Indirect Costs	-0-

Total \$14,730.20

A. Payroll Costs: No request.

B. Professional/Contracted Services: The Tom Green County Roy K. Robb Post-Adjudication Facility will contract for personnel and travel and training costs through the Title IV Grant addendum as follows:

Payroll costs: Costs for part-time transition specialist and portion of time for project supervision as follows:

1. Transition Specialist at 15 hours weekly salary rate equivalent to that for Service Learning Youth Advisor at \$1,125.00 per month and Project Supervision at \$250.00 per month for six month project costs of \$8,250.00;
2. Fringe benefits for health or retirement at 20% of salary for six month project cost of \$1,650.00;
3. Unemployment insurance at 2.7% and workman's comp and liability insurance at 6.6% for a total of 9.3% if salary for six month project cost of \$767.00;
4. SLT indirect cost of 8% of salary for six monthly project cost of \$660.00;
5. Total payroll costs \$11,327.00.

Travel and Training: Travel to Orlando, Florida for National Service Learning Conference for 1.33 positions including Transition Coordinator and 33% for Co-Facilitator.

1. Airfare: Roundtrip for Austin to Orlando
@ \$325.00 x 1.33 = \$432.00
 2. Hotel for three nights (1.33 at \$95.00 for
3 nights + \$37.90 (10% hotel tax rate)) = \$416.90
 3. Meals for four days for 1.33 at \$30.00 = \$320.00
 4. Registration (late) for 1.33 at \$550.00 = \$731.00
 5. Total travel and training
- Total Professional/Contracted Services \$13,156.90

C. Supplies and Materials: No request.

D. Other Operating Expenses:

Travel and Training: Tom Green County Roy K. Robb Post-Adjudication Facility Administrator to attend National Service Learning Conference.

1. Airfare: Roundtrip from Austin to Orlando
@ \$325.00 = \$325.00
2. Ground Transportation: one car rental for

	Three days @ \$32.00	= \$ 96.00
3.	Hotel for three nights at \$121.03 + 17.07 per night hotel tax and fees	= \$414.30
4.	Meals for four days at \$30.00	= \$320.00
5.	Registration (late) at %550.00	= <u>\$550.00</u>
6.	Total travel and training	= \$1,573.30

Budget Summary and Instructions

BUDGET CATEGORY	CONTRACT FUNDS	MATCHING FUNDS	TOTAL
Payroll Costs (including substitutes and extra duty or non-contract pay)			
Professional/Contracted Services (including consultant costs and partner subcontracts)	13,156.90		13,156.90
Supplies and Materials			
Other Operating Expenses (including staff travel for meetings and trainings, registration fees, and allowable food costs)			
Indirect Costs (not to exceed 8%)			
TOTAL	14,730.20		14,730.20

BUDGET SUMMARY INSTRUCTIONS

General Information:

Follow the guidelines below when completing the Budget Summary Form. Include the cumulative value of any Matching Funds (in cash or in-kind) provided by community partners in the column indicated. (Please note that matching funds are not required under the terms of this grant program but may be included to indicate local commitment to the program.)

Payroll Costs:

- List on this line the total amount of contract funds and matching funds for payroll costs of employees, including fringe benefits and Extra Duty Pay (non-contract pay). Payroll costs can also include costs for additional student supervisors.
- Extra duty pay applies to non-contract days only (after hours and on holidays and weekends, as determined by the staff person's contract) and is allowable not to exceed local district policy. Extra duty pay is usually in lieu of travel expenses and not in addition to such expenses.

Professional/Contracted Services:

- List on this line the total amount of contract funds and matching funds for expenditures and expenses that firms, individuals, or other organizations will provide for the service-learning program. Contract costs and matching costs under this category include consultants' fees and expenses, subcontracts with partnering organizations, contracted maintenance and repair services, utilities, and rentals of equipment.

Supplies and Materials:

- Use this line to list the total amount of contract funds and matching funds for supplies and materials for your service-learning program. This includes reading materials; consumable teaching and office items such as paper, pencils, forms, postage, etc.;

audio-visual aids such as VCR tapes, CD ROM disks, diskettes, software; and other supplies for technology.

- Gifts or items that appear to be gifts are not allowable. Minimal cost certificates, plaques, ribbons, small trophies, or instruction-related items are acceptable awards for participation in program activities. T-shirts are allowable only if they serve an integral program function and are used as uniforms that identify student participants.

**Agreement for Co-Facilitator
Of
Title IV Grant**

I _____ understand and agree with the conditions and points set forth in this document. I will not work more than 25 hours per month for the Title IV Grant. I will work for the Title IV Grant only on my scheduled days off from my full-time employment with Tom Green County at the Roy K. Robb Post-Adjudication Facility. If and when the Title IV Grant ceases to exist, I understand that I will no longer receive \$192.70 that is paid from the Title IV Grant. I understand that I will not receive additional health insurance benefits offered by the Title IV Grant as I receive health insurance benefits from my full-time employment with Tom Green County. I understand that withholdings will be deducted from the \$192.70 per pay period.

Signature

Date

2004 Mental Retardation Month

WHEREAS, approximately 565,000 Texans have mental retardation, and mental retardation does not distinguish among those it affects: the rich, and poor, old and young; male and female; White, Hispanic, Black, and Asian; friends and relatives; and

WHEREAS, the mission of the Texas Department of Mental Health and Mental Retardation is to afford Texas citizens with mental retardation the opportunity to live as useful and productive lives as possible and to develop their respective capacities to the fullest extent possible; and

WHEREAS, there are situations where stigma, rooted in fear and lack of understanding, has prevented persons with mental retardation from receiving the services that could help them live independently; has prevented families from receiving the support and understanding they need to keep their family member with them in the community; has prevented children from reaching their full potential; has provided limited placement options for those in need and long-term residential services; and

WHEREAS, most persons with mental retardation with support can live productive and fulfilling lives; and

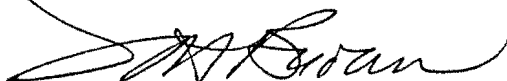
WHEREAS, today's research is opening new insights into the causes, treatment, and possible prevention of mental retardation and bringing new hope to the lives of persons with mental retardation; now, therefore be it

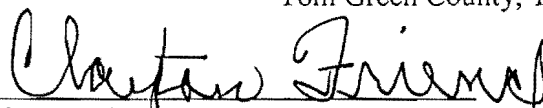
RESOLVED, that the Tom Green County Commissioners' Court is please to recognize the month of March, 2004, as

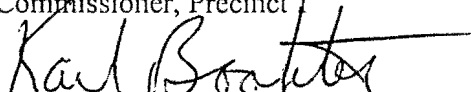
"Mental Retardation Month"

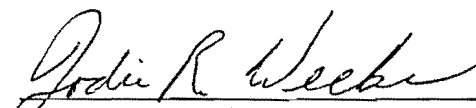
as a mean of promoting an understanding of mental retardation that will lessen stigma, reduce fear, and result in more persons with mental retardation having the opportunity to live in the most appropriate setting possible and function to their fullest possible capacity.

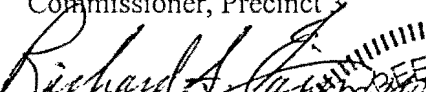
In official recognition whereof, the Commissioners' Court of Tom Green County, Texas hereby affix our signatures this 9th day of March, 2004.


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

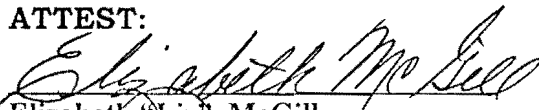

CLAYTON FRIEND
Commissioner, Precinct 1


KARL BOOKTER
Commissioner, Precinct 2


JODIE R. WEEKS
Commissioner, Precinct 3


RICHARD S. EASINGWOOD
Commissioner, Precinct 4

ATTEST:


Elizabeth "Liz" McGill
Tom Green County Clerk



FOR ON-SITE SEWAGE FACILITIES
PREAMBLE

WHEREAS, the Texas Commission on Environmental Quality has established Rules for on-site sewage facilities to provide the citizens of this State with adequate public health protection and a minimum of environmental pollution; and

WHEREAS, the Legislature has enacted legislation, codified as Texas Health and Safety Code, Chapter 366, which authorizes a local government to regulate the use of on-site sewage facilities in its jurisdiction in order to abate or prevent pollution or injury to public health arising out of the use of on-site sewage facilities; and

WHEREAS, due notice was given of a public meeting to determine whether the Commissioners Court of Tom Green County, Texas should enact an order controlling or prohibiting the installation or use of on-site sewage facilities in the County of Tom Green, Texas; and

WHEREAS, the Commissioners Court of Tom Green County, Texas finds that the use of on-site sewage facilities in Tom Green County, Texas is causing or may cause pollution, and is injuring or may injure the public health; and

WHEREAS, the Commissioners Court of Tom Green County, Texas has considered the matter and deems it appropriate to enact an Order adopting Rules regulating on-site sewage facilities to abate or prevent pollution, or injury to public health in Tom Green County, Texas.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF TOM GREEN
COUNTY, TEXAS:

SECTION 1. THAT the matters and facts recited in the preamble hereof are hereby found and determined to be true and correct;

SECTION 2. THAT the use of on-site sewage facilities in Tom Green County, Texas is causing or may cause pollution or is injuring or may injure the public health;

SECTION 3. THAT an Order for Tom Green County, Texas be adopted entitled "On-Site Sewage Facilities", which shall read as follows:

AN ORDER ENTITLED ON-SITE SEWAGE FACILITIES

SECTION 4. CONFLICTS.

This Order repeals and replaces any other On-site Sewage Facility order for Tom Green County.

SECTION 5. CHAPTER 366.

The County of Tom Green Texas clearly understands that there are technical criteria, legal requirements, and administrative procedures and duties associated with regulating on-site sewage facilities, and will fully enforce Chapter 366 of the Texas Health and Safety Code (H&SC) and Chapters 7 and 37 of the Texas Water Code (TWC), and associated rules referenced in Section 8 of this Order.

SECTION 6. AREA OF JURISDICTION.

(A) The Rules shall apply to all the area lying in Tom Green County, Texas, except for the area regulated under an existing Rule and the areas within incorporated cities.

SECTION 7. ON-SITE SEWAGE FACILITY RULES.

Any permit issued for an on-site sewage facility within the jurisdictional area of Tom Green County, Texas must comply with the Rules adopted in Section 8 of this Order.

SECTION 8. ON-SITE SEWAGE FACILITY RULES ADOPTED.

The Rules, Title 30 Texas Administrative Code (TAC) Chapter 285 and Chapter 30, attached hereto, promulgated by the Texas Commission on Environmental Quality for on-site sewage facilities are hereby adopted, and all officials and employees of Tom Green County, Texas having duties under said Rules are authorized to perform such duties as are required of them under said Rules.

SECTION 9. INCORPORATION BY REFERENCE.

The Rules, 30 TAC Chapters 30 and 285 and all future amendments and revisions thereto are incorporated by reference and are thus made a part of these Rules. A copy of the current Rules are attached to these Rules as Appendix I.

SECTION 10. AMENDMENTS.

The County of Tom Green, Texas wishing to adopt more stringent Rules for its On-Site Sewage Facility Order understands that the more stringent conflicting local Rule shall take precedence over the corresponding Texas Commission on Environmental Quality requirement. Listed below are the more stringent Rules adopted by Tom Green County, Texas:

- (A) Tom Green County does not exclude properties of 10 acres or greater from the permitting process. All on-site sewage facilities in Tom Green County must be permitted and inspected by the authorized agent.
- (B)

SECTION 11. DUTIES AND POWERS.

The OSSF Inspector of Tom Green County, Texas, must be certified by the Texas Commission on Environmental Quality before assuming the duties and responsibilities.

SECTION 12. COLLECTION OF FEES.

All fees collected for permits and/or inspections shall be made payable to Tom Green County, Texas.

SECTION 13. APPEALS.

Persons aggrieved by an action or decision of the designated representative may appeal such action or decision to the Commissioners Court of Tom Green County, Texas.

SECTION 14. PENALTIES.

This Order adopts and incorporates all applicable penalty provisions related to on-site sewage facilities, which includes, but is not limited to, those found in Chapters 341 and 366 of the Texas Health and Safety Code, Chapters 7, 26, and 37 of the Texas Water Code and 30 TAC Chapters 30 and 285.

SECTION 15. SEVERABILITY

It is hereby declared to be the intention of the Commissioners Court of Tom Green County, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Order are severable, and if any phrase, clause, sentence, paragraph, or section of this Order should be declared unconstitutional by the valid judgement or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Order, since the same would have been enacted by the Commissioners Court without incorporation in this Order of such unconstitutional phrases, clause, sentence, paragraph, or section.

SECTION 16. EFFECTIVE DATE.

This Order shall be in full force and effect from and after its date of approval as required by law and upon the approval of the Texas Commission on Environmental Quality.

AND IT IS SO ORDERED:

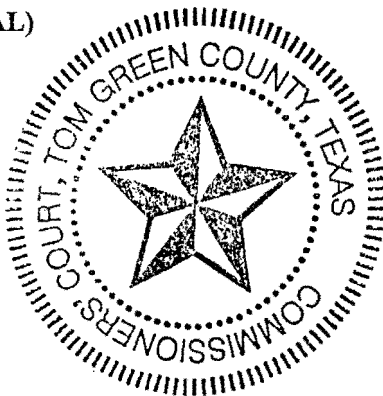
PASSED AND APPROVED THIS 9th DATE OF March, 2004

APPROVED:

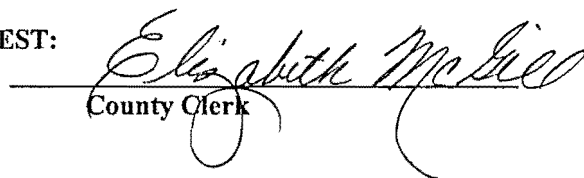


County Judge

(SEAL)



ATTEST:



County Clerk

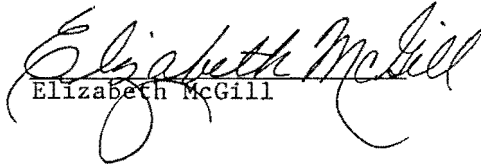
COUNTY OF TOM GREEN
STATE OF TEXAS TEXAS

AFFIDAVIT

Before me, the undersigned authority, personally appeared who, being by me duly sworn, deposed as follows:

My name is Elizabeth McGill, I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

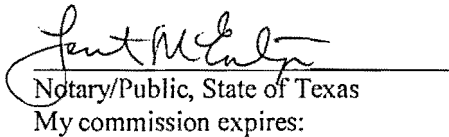
I am the custodian of the records of the County Clerks Office for the County of Tom Green, Texas. Attached hereto are 3 pages of records known as ORDER ADOPTING RULES OF TOM GREEN COUNTY, TEXAS FOR ON-SITE SEWAGE FACILITIES. The records are kept by me as County Clerk, County of Tom Green, in the regular course of business with knowledge of the act, event, condition, opinion, or diagnosis, recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The record attached hereto is the original or exact duplicate of the official record.


Elizabeth McGill

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Elizabeth McGill, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of March, 2004.

(SEAL)


Notary/Public, State of Texas
My commission expires:



ORDER ADOPTING RULES OF TOM GREEN COUNTY, TEXAS

LEASE AGREEMENT

Full Legal Name

Customer Name (Bill to) COUNTY OF TOM GREEN
DBA/Name Overflow TOM GREEN COUNTY
Street Address 124 W BEAUREGARD
Box#/Routing CLERK
City, State SAN ANGELO, TX
Zip Code 76903-5835
Tax ID#

Customer Name (Install) COUNTY OF TOM GREEN
DBA/Name Overflow (if req'd) TOM GREEN COUNTY
Installed at Street Address 124 W BEAUREGARD
Floor/Room/Routing CLERK
City, State SAN ANGELO, TX
Zip Code 76903-5835
County Installed In Tom Green
Customer Requested Install Date 03/09/2004

Lease Payment Information

Product (with serial number, if in place equipment)	Purchase Option	Down Payment	Prev Install	Fin'l Interm
WCP35H WCP35-DADF/HCF	\$FMV	\$		
1)350FCFIN 1)3HOLE 1)SCANDLXSW	\$			
1)SCNFAX1PK	\$			
Consulting Services	\$			
	\$			

\$ 378.29 : MINIMUM LEASE PAYMENT (excl. of applic. taxes)

Price Information

Periodic Base Charge	\$ 378.29
Print Charge Meter 1:	
Prints 1 - 25000	\$
Prints 25001 -	\$ 0.0150
Prints -	\$
Print Charge Meter 2:	
Prints 1 -	\$
Prints -	\$

Periodic Min.# of Prints
(based on Meter 1 Print Charges) 25000

Adjustment Period

Period A - Mos. Affected:	-
Periodic Base Charge	\$
Print Charge Meter 1:	
Prints 1 -	\$
Prints -	\$
Prints -	\$
Print Charge Meter 2:	
Prints 1 -	\$
Prints -	\$

Periodic Min.# of Prints
(based on Meter 1 Print Charges)

Period B - Mos. Affected:	-
Periodic Base Charge	\$
Print Charge Meter 1:	
Prints 1 -	\$
Prints -	\$
Prints -	\$
Print Charge Meter 2:	
Prints 1 -	\$
Prints -	\$

Periodic Min.# of Prints
(based on Meter 1 Print Charges)

☐ Purchased Supplies ☐ Cash ☐ Fin'd

Reorder #	Qty	Description	Price
			\$
			\$
			\$
			\$
			\$
		Total Price =	\$

Trade-In Allowance

Manufacturer	Model/ Serial #	Final Principal Payment #	Allowance
XEROX	1M2450690		\$
			\$
			\$
			\$
		Total Allowance =	\$
Total Allowance Applied to:			\$
		Trade-In Equip. Balance:	\$
		Price of Replcmt. Equip.:	\$

Agreement Presented By:

Xerox Name: Aaron Stewart Phone: (325)949-2947

FOR AUTHORIZED HQ INTERNAL USE ONLY:

Accepted: Xerox Corporation

By: (Signature of Authorized Signer)

Title: Date:

Worksheet: 940419 Unit: 1 5/22/2001 10:20:37

www.xerox.com

Check all that apply

☐ Assoc./Coop. Name: ☐ DSA Contract #: -

☒ Negotiated Contract #: 071892300 ☐ Value Added Services:

☐ Attached Customer P.O. #s: Supplies:

Lease:

☒ State or Local Government Customer

Int. Rate: % Total Int. Payable: \$

☐ Replacement/Modification of Prior Xerox Agreement

Agreement covering Xerox Equipment Serial# (or 95#):

is hereby ☐ modified ☐ replaced Effective Date:

Comments:

Lease Information Lease Term: 60 months

☒ Supplies included in Base/Print Charges

☐ Refin. of Prior Agrmt. : ☐ Xerox (95#): ☐ 3rd Party Eq.

Amt Refin: \$ Int Rate: % Total Int Payable: \$

Min. Lease Payment Freq.
(periodic, excluding excess meter charges)

☐ Monthly ☐ Quarterly
☐ Semi-Annual ☐ Annual
☐ Other

Min. Lease Payment Mode

☐ Advance ☐ Arrears

Application Software

Software Title	Initial License Fee	Annual Renewal Fee
	<input type="checkbox"/> Cash <input type="checkbox"/> Finance <input type="checkbox"/> Support Only	
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total Initial License Fees =	\$	\$

K-16 Billing

Suspension

(check 1 as required)

Months affected

☐ June only

☐ July only

☐ August only

☐ June - July

☐ July - August

Additional Options (check all that apply)

☐ Run Length Plan ☐ Fixed Price Plan

☐ Per-Foot Pricing

☐ Extended Service Hours:

Description: / \$ 0 mo.

☒ Attached Addenda: 54105 TX(1)

☐ Other Addenda:

CUSTOMER ACKNOWLEDGES RECEIPT OF THE TERMS OF THIS
AGREEMENT (CONSISTING OF 7 PAGES INCLUDING THIS FACE PAGE)

Auth. Signer Name: Johnny Grimaldo

(Please Print Name of Authorized Signer)

Signature: X Date: 3.9.04

(Signature of Authorized Signer)

Auth. Signer Title: Purchasing Agent Phone: (325)659-6501

E-Mail:

☒ Tax Exempt (*Must attach Sales Tax Exemption Certificate)

(Please print using dark ink)

Customer Information

Student Name (Please list additional names on back)		Method Of Payment (Please Check One) <input type="checkbox"/> By check # _____ in the amount of \$ _____ (Make check payable to Xerox Corporation) <input type="checkbox"/> Reference Purchase Order # _____ <input type="checkbox"/> No Purchase Order Required - OK to bill without Purchase Order Number <input type="checkbox"/> Financed (excluding XBS) - complete finance information below <input type="checkbox"/> Xerox Business Services (XBS)	
Business Phone <u>325-659-6553</u>			
Company Name <u>County of Tom Green</u>			
Customer Number <u>703796771</u>			
Equipment Serial Number			
Customer Authorizing Name <u>Johnny Grimaldo</u>	Customer Authorizing Signature <u>[Signature]</u>	Phone # <u>325-659-6501</u>	
Billing Address		Business Address	
Street / PO Box <u>124 W. Beauregard</u>		Street / PO Box <u>Same</u>	
City / State / Zip <u>San Angelo Tx 76903</u>		City / State / Zip	
Department / Attn. <u>County Clerks Office</u>		Department / Attn.	

Course Information

Quantity <input type="checkbox"/> Sessions <input type="checkbox"/> Students	Course Number	Description	Location Customer Site, CBU or Training Center	Date	For Xerox Use Only	
					Cell	Price per
		<u>Train on WCP35H</u>				<u>\$ Included</u>
						<u>\$ in</u>
						<u>\$ lease</u>
					Total Amount	\$
Additional Billing Information:					Finance (excluding XBS finance): Range worksheet # and unit #: _____ XEEP Contract #: <u>95</u> CAPS Order Number #: _____	

For Xerox Internal Students Only

(Internal orders cannot be filled without the information below and the Budget Manager's/ XBS Controller's signature)

Requesters Name		Requesters Phone	
Budget Center / XBS Controller's Signature	Division	XBS Contract # (Optional)	Budget Center

For Xerox Administrative Use Only

Special Reference	Analyst Employee #	Instructor Employee #	Supply Net Input Note: Always input slash ("/") between two employee numbers
Analyst Name <u>Danny Selph</u>	Analyst Phone <u>915 949 2947</u>		
Instructor Name <u>Danny Selph</u>	Instructor Signature <u>[Signature]</u>	Instructor Phone	
Dist/Batch #	Invoice Date	<u>T</u>	Master Order #

This is not an invoice.

See reverse side for cancellation terms and conditions

XEROX

THE DOCUMENT COMPANY
XEROX

Service Activity Date		
Customer Number	703796771	
Customer Name (Company)	County of Tom Green	
Customer Address ("Bill To:" Address)	Department	Contact's Phone Number
	Clerk's office	659-6553
	Street/P.O. Box #	
	124 W. Beauregard	
	City/State/Zip	
	San Angelo, Tx	76903
Notations (30 Characters Max)		
PO Number		
Contact Name	GARY MONICO or LIZ MCGILL	

Services Rendered - By Product and Service		For Office Use Only	
Quantity*	Reorder #	Description	Cell Code Override
		Consulting : Analyst Svcs	

Other Charges (Air Fare, Per Diem, Surface Travel)

Quantity*	Reorder #	Description	Amount
			Included in Lease P.

Customer Note: Terms and Conditions Appear on next page

Customer or XBS Billing Authorization Signature	Date
<i>[Signature]</i>	3.9.04
Customer or XBS Controller Name Printed	
Johnny Grimaldo	

Xerox Analyst Signature <i>[Signature]</i>	Date
Xerox Analyst Name <i>Danny Seipert</i>	Employee # <i>544610</i>

This is Not an Invoice

GENERAL TERMS: The following terms apply to all lease transactions:

1. **PRODUCTS.** The term "Products" shall refer collectively to all equipment (the "Equipment"), software, and supplies ordered under this Agreement. You represent that the Products are being ordered for your own business use (rather than resale) and that they will not be used for personal, household or family purposes.

2. **NON-CANCELABLE LEASE.** THIS AGREEMENT IS A LEASE AND IT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE MINIMUM LEASE PAYMENTS AND TO PAY ANY OTHER AMOUNTS DUE HEREUNDER SHALL BE ABSOLUTE AND UNCONDITIONAL AND SHALL NOT BE SUBJECT TO ANY DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, INCLUDING PURSUANT TO SECTIONS 4 AND 23 HEREOF. ANY CLAIM THAT YOU MAY HAVE AGAINST XEROX MAY BE ASSERTED SOLELY AGAINST XEROX IN A SEPARATE ACTION.

3. **LEASE COMMENCEMENT, PAYMENT, TAXES & CREDIT HISTORY.**

A. The lease term for this Agreement shall commence upon installation of the Equipment; provided, however, for customer-installable Equipment, the lease term for this Agreement shall commence upon delivery of the Equipment.

B. You agree to pay Xerox each Minimum Lease Payment, all Print Charges and all amounts due hereunder within thirty (30) days of the invoice date or on the due date listed on the invoice, whichever is earlier. Restrictive covenants on instruments or documents submitted for or with payments you send to Xerox will not reduce your obligations.

C. You shall be responsible for any and all applicable Taxes, which will be included in Xerox's invoice unless you provide proof of your tax exempt status. "Taxes" shall mean any tax, assessment or charge imposed or collected by any governmental entity or any political subdivision thereof, however designated or levied, imposed on this Agreement or the amounts payable to Xerox by you for the billing of Products, Print Charges, services and maintenance of any kind; Taxes include, but are not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes, plus any interest and/or penalty thereon, but excluding any personal property taxes and taxes on Xerox's net income. If a taxing authority determines that Xerox did not collect all applicable Taxes, you shall remain liable to Xerox for such additional Taxes.

D. You, to the extent required by applicable law, authorize Xerox (or its agent) to obtain credit reports (including in connection with credit analysis or subsequent review, collection or enforcement of your obligations hereunder), make such other credit inquiries as Xerox may deem necessary, furnish payment history information to credit reporting agencies, and release to prospective assignees of this Agreement or any rights hereunder information Xerox has about you and this Agreement. Even if Products have been delivered, Xerox may, within sixty (60) days following its acceptance of this Agreement, revoke the Agreement if your credit approval is denied.

4. **BASIC SERVICES.** As a mandatory part of a Lease, Xerox (or a designated servicer) will provide the following Basic Services under this Agreement (unless you are acquiring Equipment for which Xerox does not offer Basic Services; such Equipment to be designated as "No Svc."):

A. **REPAIRS & PARTS.** Xerox will make repairs and adjustments necessary to keep Equipment in good working order (including such repairs or adjustments required during initial installation). Parts required for repair may be new, reprocessed, or recovered.

B. **HOURS & EXCLUSIONS.** Unless otherwise stated, Basic Services will be provided during Xerox's standard working hours (excluding Xerox-recognized holidays) in areas within the United States, its territories, and possessions open for repair service for the Equipment at issue. You agree to give Xerox reasonable access to the Equipment. Basic Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Xerox determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Xerox, as well as any non-Xerox alterations, relocation, service, supplies, or consumables). You agree to use the Equipment in accordance with all applicable manuals and instructions. You also agree to perform all operator maintenance procedures for the Equipment and to purchase all referenced parts, tools, and supplies needed to perform those procedures that are described in the applicable manuals and instructions.

C. **INSTALLATION SITE & METER READINGS.** The Equipment installation site must conform to Xerox's published requirements throughout the term of this Agreement. If applicable, you agree to provide meter readings in the manner

prescribed by Xerox. If you do not provide Xerox with meter readings as required, Xerox may estimate them and bill you accordingly.

D. **EQUIPMENT REPLACEMENT.** If Xerox is unable to maintain the Equipment as described above, Xerox will, as your exclusive remedy for Xerox's failure to provide Basic Services, replace the Equipment with an identical product or, at Xerox's option, another product of equal or greater capabilities. If a replacement product is provided pursuant to this Section, it shall be subject to the terms and conditions of this Agreement, there will not be an additional charge for the replacement product and, except as set forth in Section 10 below, there will not be an additional charge for Basic Services during the then-current term during which Basic Services are being provided.

E. **CARTRIDGE PRODUCTS.** If Xerox is providing Basic Services for Equipment utilizing cartridges designated by Xerox as customer replaceable ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the United States.

F. **PC/WORKSTATION REQUIREMENTS.** In order to receive Basic Services and/or Software Support for Equipment requiring connection to a PC or workstation, you must utilize a PC or workstation that either (1) has been provided by Xerox or (2) meets Xerox's published specifications.

G. **DELIVERY AND REMOVAL.** Xerox will be responsible for all standard delivery and removal charges. You will only be responsible for any non-standard delivery or removal expenses incurred.

5. **WARRANTY DISCLAIMER & WAIVERS. XEROX DISCLAIMS, AND YOU WAIVE, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.** The parties intend this agreement to be a "finance lease" under article 2a of the uniform commercial code ("ucc"). Except to the extent expressly provided herein, you waive, to the extent permitted by applicable law, all rights and remedies conferred upon a lessee by article 2a of the ucc.

6. **INTELLECTUAL PROPERTY INDEMNITY.** Xerox will defend and indemnify you if any Product is alleged to infringe someone else's U.S. intellectual property rights provided you promptly notify Xerox of the alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it preapproves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Product, refund the price paid for the Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement-related liabilities outside the scope of this Section including, but not limited to, infringement based upon a Product being modified to your specifications or being used or sold with products not provided by Xerox.

7. **LIMITATION OF LIABILITY.** Xerox shall not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. Any action you take against Xerox must be commenced within two (2) years after the event that caused it.

8. **ASSIGNMENT.**

A. If you wish to assign any rights or obligations under this Agreement, you shall provide a written notice to Xerox of such request for consent, with said notice including the name of the proposed assignee. Your request to assign this Agreement will be granted by Xerox if: (1) you are not in default under this Agreement or under any other agreement with Xerox; (2) the proposed assignee agrees to Section 3.D. of this Agreement titled "LEASE COMMENCEMENT, PAYMENT, TAXES & CREDIT HISTORY" as applicable to it, for the purposes of the proposed assignment; (3) the proposed assignee meets Xerox's then current credit criteria for similar transactions as determined by Xerox in its sole discretion; and, (4) you and the proposed assignee execute a writing, in a form acceptable to Xerox, confirming said assignment.

B. Xerox may assign this Agreement, in whole or in part, without prior notice to you and may release information it has about you related to this Agreement. Each successive assignee of Xerox shall have all of the rights but none of the obligations of Xerox hereunder. You shall continue to look to Xerox for performance of Xerox's obligations, including the provision of Basic Services, and you hereby waive and release any assignees of Xerox from any such claim. To the extent that Xerox notifies you of any such assignment, you shall make all payments due hereunder in accordance with the instructions of such assignees of Xerox. You shall not assert any defense, counterclaim or setoff that you may have or claim against Xerox against any assignees of Xerox.

9. **MINIMUM LEASE PAYMENTS.** Each Minimum Lease Payment (which may be billed on more than one invoice) includes a Periodic Base Charge, and may include a Periodic Minimum Number of Prints. The Minimum Lease Payments,

along with any additional Print Charges for prints made in excess of the Minimum # of Prints, cover your cost for the use of the Equipment and its maintenance (provided as Basic Services).

10. MAINTENANCE COMPONENT PRICE INCREASES. Xerox may annually increase that amount of the Minimum Lease Payment and Print Charges you are charged for maintenance of the Equipment (the "Maintenance Component"), each such increase not to exceed 10%. (For state and local government customers, this adjustment shall take place at the commencement of each of your annual contract cycles.)

11. TITLE, RISK & RELOCATION. Title to the Equipment shall remain with Xerox unless and until you exercise your option to purchase the Equipment. If you acquire title to the Equipment, you must comply with all applicable laws and regulations regarding the export of any commodity, technology and/or software. You agree that: (a) the Equipment shall remain personal property; (b) you will not attach any of the Equipment as a fixture to any real estate; (c) you will not pledge, sub-lease or part with possession of the Equipment or file or permit to be filed any lien against the Equipment; and, (d) you will not make any permanent alterations to the Equipment. The risk of loss due to your fault or negligence, as well as theft or disappearance, shall pass to you upon shipment from a Xerox controlled facility. The risk of loss due to all other causes shall remain with Xerox unless and until you exercise your option to purchase the Equipment. Unless and until title passes to you, all Equipment relocations must be arranged (or approved in advance) by Xerox. Equipment cannot be relocated outside of the United States, its territories or possessions until you have exercised the Purchase Option indicated in this Agreement. All parts/materials replaced, including as part of an upgrade, will become Xerox's property.

12. RENEWAL. Unless either party provides notice at least thirty (30) days before the end of the lease term of its intention not to renew the lease, it will be renewed automatically on a month-to-month basis at the same price and on the same terms and conditions. Billing will occur at the same frequency as the original lease. During this renewal period, either side may terminate this Agreement upon at least thirty (30) days notice.

13. BREACH & REMEDIES; LATE CHARGES & COLLECTION EXPENSES.

A. If any payment is not received by Xerox on or before the due date, Xerox may charge you, and you agree to pay, a late charge to cover Xerox's costs of collection equal to \$25.00 (or if less, the maximum amount permitted by law).

B. You will be in default under this Agreement if (1) Xerox does not receive any payment within fifteen (15) days after the date it is due or (2) if you fail to cure any other breach hereunder within fifteen (15) days after receiving of notice of said breach. If you default, Xerox, in addition to its other remedies (including the cessation of Basic Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of one and one-half percent (1.5%) per month (not to exceed the maximum amount permitted by law); (b) the remaining Minimum Lease Payments in the Agreement's term less any unearned finance, maintenance, and supply charges (as reflected on the lessor's books and records); (c) a reasonable disengagement fee calculated by Xerox, that will not exceed fifteen percent (15%) of the amount in (b) above (said amount is available from Xerox at any time upon request); and, (d) all applicable Taxes. In addition to paying the amounts required in the preceding sentence if you default, you shall either (1) return the Equipment to Xerox in the same condition as when delivered, reasonable wear and tear excepted, when requested to do so by Xerox, or (2) purchase the Equipment by paying Xerox the Purchase Option therefor and all applicable Taxes. If you elect to purchase the Equipment, title to the Equipment shall pass to you "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE after Xerox receives payment of the amounts required under (a), (b), (c), (d) and (2) above in this Section and the Purchase Option. Xerox's decision to waive or forgive a particular default shall not prevent Xerox from declaring any other default. In addition, if you default under this Agreement, you agree to pay all of the costs Xerox incurs to enforce its rights against you, including reasonable attorneys' fees and actual costs.

14. CARTRIDGES. In support of Xerox's environmental leadership goals, cartridges packed with Equipment and replacement cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed cartridges meet Xerox's new cartridge performance standards and contain new and/or reprocessed components. To enhance print quality, the cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with cartridges that are newly manufactured original Xerox cartridges or with cartridges intended for use in the U.S. Equipment configuration that permits use of non-newly manufactured original Xerox cartridges may be available from Xerox at an additional charge. Certain cartridges are also sold as Environmental Partnership

Cartridges; you agree that these cartridges remain the property of Xerox and you shall return them to Xerox for remanufacturing once they cease functioning.

15. EQUIPMENT STATUS. In support of Xerox's environmental leadership goals, and unless you are acquiring Previously Installed Equipment, Equipment will be either (a) "Newly Manufactured", which may contain some recycled components that are reconditioned; (b) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains both new components and recycled components that are reconditioned; or, (c) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains both new components and recycled components that are reconditioned.

16. PURCHASE OPTIONS. You may purchase the Equipment, "AS IS, WHERE-IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of, or during, the lease term. You may purchase the Equipment at the end of the lease term for the Purchase Option indicated in this Agreement (i.e., either a set dollar amount or the Fair Market Value of the Equipment at the lease term's conclusion ["FMV"]), plus any applicable Taxes. You may purchase the Equipment at any time during the lease term by paying: (a) all amounts then due; (b) the remaining Minimum Lease Payments in the Agreement's term less any unearned finance, maintenance, and supply charges (as reflected on the lessor's books and records); (c) a reasonable disengagement fee calculated by Xerox (the amount of such fee to be available from Xerox at any time upon request); (d) the applicable Purchase Option; and, (e) all applicable Taxes.

17. PROTECTION OF XEROX'S RIGHTS. You hereby authorize Xerox or its agents to file, by any permissible means, all documents necessary to protect Xerox's rights as the Equipment Lessor (including any Uniform Commercial Code protective filings in favor of Xerox). You agree that Xerox can, but shall not be obligated to, take on your behalf and at your expense any action required to be taken by you under this Agreement and which you fail to take.

18. REPRESENTATIONS, WARRANTIES & COVENANTS. You represent, as of the date of this Agreement, that: (a) you have the lawful power and authority to enter into this Agreement; (b) the person(s) signing this Agreement have been duly authorized to do so on your behalf; (c) by entering into this Agreement you will not violate any law or other agreement to which you are a party; (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement; and, (e) all financial information you have provided to Xerox is true and accurate and provides a good representation of your financial condition.

In addition to the other provisions of this Agreement, you agree that during the term of this Agreement, you will promptly notify Xerox in writing if you move your principal place of business, if you change the name of your business or if there is a change in ownership.

19. NOTICES. Notices must be in writing and will be deemed given five (5) days after mailing, or two (2) days after sending by nationally recognized overnight courier, to your (or our) business address, or to such other address designated by either party to the other by written notice given pursuant to this sentence. For purposes of the foregoing sentence, the term "business address" shall mean, for you, the "Bill to" address listed on the first page of this Agreement and, for Xerox, our inquiry address set forth on the most recent invoice to you.

20. FORCE MAJEURE. Xerox shall not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; epidemic; strike or other labor dispute; riot; piracy or other misadventure of the sea; embargo; inability to secure materials and / or transportation; or, a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, Xerox shall undertake reasonable action to notify you of the same.

21. MISCELLANEOUS. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior and contemporaneous oral and written agreements, and shall be construed under the laws of the State of New York (without regard to conflict-of-law principles). YOU CONSENT TO THE JURISDICTION AND VENUE OF THE FEDERAL AND STATE COURTS IN MONROE COUNTY, NEW YORK. If a court finds any term of this Agreement to be unenforceable, the remaining terms of this Agreement shall remain in effect. Xerox may retain a reproduction (e.g., electronic image, photocopy, or facsimile) of this Agreement which shall be considered an original and shall be admissible in any action to enforce this Agreement. Xerox may accept this Agreement either by its authorized signature or by commencing performance (e.g., Equipment delivery). All changes to this Agreement must be made in a writing signed by both parties; accordingly, any terms on your ordering documents shall be of no force or effect. IN ANY ACTION TO ENFORCE THIS AGREEMENT, THE PARTIES AGREE

TO WAIVE THEIR RIGHT TO A JURY TRIAL. The following four sentences control over every other part of this Agreement and over all other documents now or later pertaining to this Agreement. We both intend to comply with applicable laws. In no event will Xerox charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Agreement, or refunded to you.

SOFTWARE TERMS: The following additional terms apply only to transactions covering Application Software and/or Xerox-brand Equipment:

22. SOFTWARE LICENSE. The following terms apply to copyrighted software and the accompanying documentation, including, but not limited to, operating system software, provided with or within the Xerox-brand Equipment acquired hereunder ("Base Software") as well as software specifically set out as "Application Software" on the face of this Agreement. This license does not apply to any Diagnostic Software or to any software / documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

A. Xerox grants you a non-exclusive, non-transferable license to use the Base Software within the United States, its territories, and possessions (the "United States") only on or with the Equipment with which (or within which) it was delivered. For Application Software, Xerox grants you a non-exclusive, non-transferable license to use this software within the United States on any single unit of equipment for as long as you are current in the payment of any indicated software license fees (including any Annual Renewal Fees). You have no other rights to the Base or Application Software and, in particular, may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer this software; (2) activate any software delivered with or within the Equipment in an unactivated state; or, (3) allow others to engage in same. Title to the Base and Application Software and all copyrights and other intellectual property rights in it shall at all times reside solely with Xerox and/or its licensors (who shall be considered third-party beneficiaries of this Agreement's software and limitation of liability provisions). Base and Application Software may contain, or be modified to contain, computer code capable of automatically disabling proper operation or functioning of the Equipment. Such disabling code may be activated if: (a) Xerox is denied reasonable access to the Base or Application Software to periodically reset such code; (b) you are notified of a default under any term of this Agreement; or, (c) your license is terminated or expires.

B. Xerox may terminate your license for any Base Software (1) immediately if you no longer use or possess the Equipment or are a lessor of the Equipment and your first lessee no longer uses or possesses it, or (2) upon the termination of any agreement under which you have rented or leased the Equipment.

C. If you transfer possession of the Equipment after you obtain title to it, Xerox will offer the transferee a license to use the Base Software within the United States on or with it, subject to Xerox's then-applicable terms and license fees, if any, and provided the transfer is not in violation of Xerox's rights.

D. Xerox warrants that the Base and Application Software will perform in material conformity with its published specifications for a ninety (90) day period from the date it is delivered or, for software installed by Xerox, the date of software installation. Neither Xerox nor its licensors warrant that the Base or Application Software will be free from errors or that its operation will be uninterrupted.

23. SOFTWARE SUPPORT. During the period that Xerox (or a designated servicer) provides Basic Services for the Equipment but in no event longer than five (5) years after Xerox stops taking orders from customers for their acquisition of the subject model of Equipment, Xerox (or a designated servicer) will also provide software support for the Base Software under the following terms. For Application Software, Xerox will provide this same level of support provided you are current in the payment of all Initial License and Annual Renewal Fees (or, for programs not requiring Annual Renewal Fees, the payment of the Initial License Fee and the annual "Support Only" Fees):

A. Xerox will assure that Base and Application Software performs in material conformity with its published specifications and will maintain a toll-free hotline during standard business hours to answer related questions.

B. Xerox may make available new releases of the Base or Application Software that primarily incorporate coding error fixes and are designated as "Maintenance Releases". Maintenance Releases are provided at no charge and must be implemented within six (6) months after being made available to you. Each new Maintenance Release shall be considered Base or Application Software governed

by these Software Terms. New releases of the Base or Application Software that are not Maintenance Releases, if any, may be subject to additional license fees at Xerox's then-current pricing and shall be considered Base or Application Software governed by these Software Terms (unless otherwise noted). Xerox will not be in breach of its software support obligations hereunder if, in order to implement, in whole or in part, a new release of Base or Application Software provided or made available to you by Xerox, you must procure, at your expense, additional hardware and/or software from Xerox or any other entity. You agree to return or destroy all prior releases.

C. Xerox will use reasonable efforts, either directly and/or with its vendors, to resolve coding errors or provide workarounds or patches, provided you report problems in the manner specified by Xerox.

D. Xerox shall not be obligated (1) to support any Base or Application Software that is two or more generations older than Xerox's most current release or (2) to remedy coding errors if you have modified the Base or Application Software.

E. Xerox may annually increase the Annual Renewal and Support-Only Fees, each such increase not to exceed 10%. (For state and local-government customers, this adjustment shall take place at the commencement of each of your annual contract cycles.)

24. DIAGNOSTIC SOFTWARE. Software used to maintain the Equipment and/or diagnose its failures or substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the Equipment. The Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and/or Xerox's licensors. You agree that (a) your acquisition of the Equipment does not grant you a license or right to use the Diagnostic Software in any manner, and (b) that unless separately licensed by Xerox to do so, you will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). You agree at all times (including subsequent to the expiration of this Agreement) to allow Xerox to access, monitor, and otherwise take steps to prevent unauthorized use or reproduction of the Diagnostic Software.

GOVERNMENT CUSTOMER TERMS: The following additional terms apply only to lease transactions with state and local government customers:

25. REPRESENTATIONS & WARRANTIES, FUNDING, TAX TREATMENT & PAYMENT

A. **REPRESENTATIONS & WARRANTIES.** You hereby represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including, but not limited to, all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Equipment) and are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (3) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the lease term only by you and only to perform such function; and, (4) your obligations to remit payments under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

B. **FUNDING.** You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment, and that it is your intent to use the Equipment for the entire lease term and to make all payments required under this Agreement. In the event that (1) through no action initiated by you your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you shall, thirty (30) days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds for such upcoming fiscal year, send Xerox written notice stating that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year to Xerox under this Agreement and must certify that the canceled

Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. In addition, you agree at your expense to return the Equipment in good condition to a location designated by Xerox and that, when returned, the Equipment will be free of all liens and encumbrances. You will then be released from your obligations to make any further payments to Xerox beyond those due for the current fiscal year (with Xerox retaining all sums paid to date).

C. **TAX TREATMENT.** This Agreement has been accepted on the basis of your representation that Xerox may claim any interest paid by you as exempt from federal income tax under Section 103(c) of the Code. You agree to comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns. You hereby appoint Xerox as your agent to maintain, and Xerox agrees to maintain, or cause to be maintained, a complete and accurate record of all assignments of this Agreement in form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time. Should Xerox lose the benefit of this exemption as a result of your failure to comply with or be covered by Section 103(c) or its regulations, then, subject to the availability of funds and upon demand by Xerox, you shall pay Xerox an amount equal to its loss in this regard. At the time of execution of this Agreement, you shall provide Xerox with a properly prepared and executed copy of US Treasury Form 8038 or 8038-GC.

D. **PAYMENT.** Your payment is due within thirty (30) days of our invoice date.

ADDITIONAL TERMS: The following additional terms apply only to the extent that you have agreed to one or more of the options described below:

26. **SUPPLIES INCLUDED IN BASE/PRINT CHARGES.** If this option has been selected, Xerox (or a designated servicer) will provide you with black toner, black developer, copy cartridges, and fuser ("Consumable Supplies") throughout the term of this Agreement. For full-color Equipment, Consumable Supplies shall also include color toner and developer. You agree that the Consumable Supplies are Xerox's property until used by you, that you will use them only with the Equipment, that you will return all Cartridges to Xerox for remanufacturing once they have been run to their cease-function point, and that you will return any unused Consumable Supplies to Xerox at the end of this Agreement. Should your use of Consumable Supplies exceed the typical use pattern (as determined by Xerox) for these items by more than 10%, you agree that Xerox shall have the right to charge you for any such excess usage.

27. **REPLACEMENT / MODIFICATION OF PRIOR XEROX AGREEMENT.** If this option has been selected, this Agreement will replace or modify a prior agreement between you and Xerox covering the specified equipment. If it is a replacement agreement, the prior agreement shall be null and void. If it is a modification, the prior agreement shall remain in effect except that any terms presented in this modification agreement that conflict with, or are additive to, any of the terms in the prior agreement shall take precedence over the terms in the prior agreement for the balance of the Agreement. In addition, modifications requiring a reamortization of your payments may include a one-time administrative/processing charge that will appear on your first bill under this revised arrangement.

28. **XEROX AS FINANCIAL INTERMEDIARY.** If this option has been selected, you are leasing specifically identified products that were selected by you and that are not sold by Xerox in the normal course of its business. If you have signed a purchase contract for such products, by signing this Agreement you assign your rights but none of your obligations under such purchase contract to Xerox. With regard to these products, you agree that Xerox is leasing them to you "AS IS, WHERE IS" and that XEROX HAS NOT MADE, AND YOU HEREBY WAIVE, ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, (a) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT, and (b) ANY REPRESENTATION OR WARRANTY REGARDING THE PRODUCTS' SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Xerox assigns to you, to the extent assignable, any warranty rights it has to these products (which rights shall revert to Xerox if you breach this Agreement). You agree (1) that these products are not covered by Xerox's obligation to provide Basic Services; (2) to maintain a service agreement for these products with a service provider acceptable to Xerox throughout this Agreement's term; (3) to pay all personal property taxes related to these products; and (4) to assign to Xerox any rights you have to these products until title passes from Xerox to you (which, subject to any software licenses surrounding the acquisition of these products, shall occur when you obtain title to all Xerox-brand Equipment covered by this Agreement).

29. **FINANCED SOFTWARE TOTAL.** If this option has been selected, the initial license fees for any Application Software set forth in this Agreement shall be paid for through your Minimum Lease Payments. If you breach this license or any of

your obligations regarding the Equipment, the full amount of the initial license fees shall be immediately due and payable.

30. **FINANCED SUPPLIES TOTAL.** If this option has been selected, the cost of any supplies you have purchased under this Agreement shall be paid for through your Minimum Lease Payments. If you breach any of your obligations regarding the Equipment, the full amount of the supply costs shall become immediately due and payable.

31. **REFINANCE OF PRIOR AGREEMENT.** If this option has been selected, the balance of your prior indicated agreement with Xerox or a third party shall be paid for through your Minimum Lease Payments. If your prior agreement is with a third party, you hereby acknowledge that you have the right to terminate the agreement and agree to provide a statement from the third-party identifying the equipment at issue and the amount to be paid off (as well as a statement from you identifying the payee and mailing address for your payoff check). If your prior agreement was with Xerox, the use of this refinance option shall render your prior agreement null and void. If you breach this Agreement, the full amount of your prior agreement balance shall be immediately due and payable.

32. **ADJUSTMENT PERIOD.** If this option has been selected, your Minimum Lease Payment and/or Print Charges shall be adjusted in accordance with the information contained in the Adjustment Period portion of this Agreement; as a result, your initial payment(s) shall be different from those payable during the balance of this Agreement.

33. **K-16 BILLING SUSPENSION.** If this option has been selected, the Maintenance Component of your Minimum Lease Payment and Print Charges will be suspended each year during the months indicated. During these months, you agree that you will not use the Equipment and that Xerox shall not be responsible for providing Basic Services on it. If Xerox provides Basic Services during the K-16 Billing Suspension period, you will be billed at Xerox's then-current Time and Materials ("T&M") rates for such Basic Services.

34. **TRADE-IN EQUIPMENT.** If this option has been selected, you are providing equipment to Xerox as part of this Agreement ("Trade-In Equipment") and the following shall apply:

A. **TITLE TRANSFER.** You warrant that you have the right to transfer title to the Trade-In Equipment and that it has been installed and performing its intended function for the previous year at the address where the replacement equipment is to be installed. Title and risk of loss to the Trade-In Equipment shall pass to Xerox when Xerox removes it from your premises.

B. **CONDITION.** You warrant that the Trade-In Equipment is in good working order, has not been modified from its original configuration (other than by Xerox), and has a UL label attached. You agree to maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox.

C. **ACCRUED CHARGES.** You agree to pay all accrued charges for the Trade-In Equipment (up to and including payment of the Final Principal Payment Number) and to pay all maintenance, administrative, supply and finance charges for this equipment through the date title passes to Xerox.

35. **RUN LENGTH PLAN.** If this option has been selected, the first ten prints of each original (per run) are recorded and billed on both meters with all subsequent prints recorded and billed on Meter A only. (Note that if a 5090 family product covered by this plan has its document handler left open, all affected copies will be recorded and billed on both meters.)

36. **FIXED PRICE PLAN.** If this option has been selected, Xerox will forego its right to increase the Maintenance Component throughout the initial term of this Agreement.

37. **PER-FOOT PRICING.** If this option has been selected, all Print Charges will be billed on a per-foot basis, with each linear foot equal to one print.

38. **EXTENDED SERVICE HOURS.** If this option has been selected, Xerox will provide Basic Services during the hours indicated, with the first number establishing the number of eight-hour shifts covered and the second establishing the days of the week (e.g., 2 x 6 would provide service from 8:00 A.M. to 11:59 P.M., Monday through Saturday). The cost of this enhanced service coverage will be billed separately and, as such, is not included in your Minimum Lease Payment or Print Charges.

39. **ATTACHED ADDENDA.** If this option has been selected, you acknowledge that one or more specified addenda (as indicated) have been provided to you. These addenda, which provide additional terms relevant to the transactions covered hereunder, are hereby fully integrated into this Agreement.

40. **NEGOTIATED CONTRACT.** If this option has been selected, the Products identified in this Agreement are subject solely to the terms contained in (a) either (1) the identified Negotiated Contract for a lease transaction or (2) if there are no such terms in the Negotiated Contract, the terms set forth in this Agreement, and, if

applicable and notwithstanding anything to the contrary set forth in the Negotiated Contract, (b) the "Additional Terms" portion of this Agreement for the selected option or options to the extent the subject matter of any such selected option is not addressed in the Negotiated Contract.

41. DSA CONTRACT NUMBER. If a DSA Contract Number has been inserted, the Equipment and/or software identified in this Agreement are associated with the Services being provided under the referenced Document Services Agreement ("DSA"), but such Equipment and/or software are subject solely to the terms contained in this Agreement.

For customer support tools to manage your account online,
visit your Account Management link @ www.xerox.com

This ADDENDUM ("Addendum") amends the agreement between you and Xerox to which it is attached (the "Agreement"). The parties agree to the following terms:

1. Section 25(B) of the Agreement is deleted in its entirety and the following is inserted in its place:
 - B. **FUNDING.** You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment, and that it is your intent to use the Equipment for the entire term of this Agreement and to make all payments required under this Agreement. In the event that your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you shall, thirty (30) days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds for such upcoming fiscal year, send Xerox written notice stating that your legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year to Xerox under this Agreement. In addition, you agree at your expense to return the Equipment in good condition to a location designated by Xerox and that, when returned, the Equipment will be free of all liens and encumbrances. You will then be released from your obligations to make any further payments to Xerox beyond those due for the current fiscal year (with Xerox retaining all sums paid to date).

Except as specifically amended by this Amendment, all of the other terms set forth in the Agreement shall remain in full force and effect.