

TYLER COUNTY COMMISSIONERS COURT  
SPECIAL MEETING  
September 28, 2004 ---- 8:30 a.m.

THE STATE OF TEXAS                      ON THIS THE 28<sup>th</sup> day of September, 2004 the  
Commissioners' Court in and for Tyler County, Texas convened in a Special Meeting at  
the Commissioners' Courtroom in Woodville, Texas, the following members of the Court  
present, to wit:

JEROME OWENS	COUNTY JUDGE, Presiding
C.D. WOODROME	COMMISSIONER, PCT. #1
RUSTY HUGHES	COMMISSIONER, PCT. #2
JOE MARSHALL	COMMISSIONER, PCT. #3
JACK WALSTON	COMMISSIONER, PCT. #4,
DONECE GREGORY	COUNTY CLERK, EX OFFICIO

The following were absent: none thereby constituting a quorum. In addition to the above  
were:

JOYCE MOORE	COUNTY AUDITOR
SHARON FULLER	COUNTY TREASURER
JOE SMITH	CRIMINAL DISTRICT ATTORNEY

David Waxman made the court aware that securing a **grant** for constructing and  
operating a **multi-purpose facility** would be very tough. He answered questions from  
the court about the possible "**Indian Community Block Grant Program**".  
Commissioner Woodrome questioned who would actually own the facility if the grant is  
approved. Mr. Waxman indicated a lease for usage & maintenance could possibly be  
worked out through the grant process. Judge Owens pointed out that if the **bond**  
**referendum** failed, the grant would also be unsuccessful. A motion was made by  
**Commissioner Woodrome** to hire David Waxman Inc. to submit a grant application for  
a multi-purpose facility; and to pay his fee up to \$7500 from the **Economic Development**  
line-item in the **budget**. The motion was seconded by **Commissioner Hughes**. All  
voted and none no.

Sharon Fuller reported the insurance rate for an employee will increase to \$453.16. A  
motion was made by **Commissioner Marshall** to approve the renewal of the **employees**  
health **insurance** with **Texas Association of Counties** for the period of November 2004  
to November 2005 at the 4.4% increase premium rate. **Commissioner Walston**  
seconded this motion. All voted yes and none no. SEE ATTACHED

The County Clerk presented an interlocal **agreement** between the Office of Court  
Administration and CIRA for a grant for high speed **internet capabilities**. This would  
allow the **District Clerk, County Clerk and Justice Court, Pct. #1** to use online  
reporting to the OCA. Mrs. Gregory reported the cost to the county would be an access  
fee of \$150 per month to be paid to **RESNET**. **Commissioner Marshall** motioned to  
approve the agreement after review of Joe Smith; and, authorize the County Judge to  
execute such agreement; and, to designate Commissioner Woodrome as the contact  
person for this grant. Commissioner Marshall also included in his motion the approval of  
the monthly rate and a \$6000 limit for the county's match of the grant. The motion was  
seconded by **Commissioner Woodrome**. All voted yes and none no. SEE ATTACHED  
AGREEMENT

Commissioner Walston motioned the meeting adjourned at 9:00 a.m.  
THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED.

I, Donece Gregory, County Clerk and ex officio member of the Tyler County  
Commissioners Court, do hereby certify to the fact that the above is a true and correct  
record of the Tyler County Commissioners Court session held on September 28, 2004.  
Witness my hand and seal of office on this the 8th day of October, 2004.

Attest:   
Donece Gregory, County Clerk, Tyler County, Texas

# Texas Association of Counties Final Plan Selection Form

**Step 1:** Please provide us with the following information:


County/Entity: <b>Tyler</b>	Today's Date: <b>09-28-04</b>	Anniversary Date: <b>11-01-04</b>
Group #: <b>22946</b>	Phone Number: <b>(409) 283-3054</b>	Fax Number: <b>(409) 283-3054</b>
Email Address: <b>KIMBRANAGYPAL@YAHOO.COM</b>		Email Recipient: <b>Kimbra Nagypal</b>

**Step 2:** Please indicate the medical, prescription, dental and/or life plan your Commissioners Court has chosen for 2004-2005.

Medical		Prescription Drug	Dental
<input type="checkbox"/> 100	<input type="checkbox"/> 800	<input type="checkbox"/> \$5/15/30	<input type="checkbox"/> Choice 1
<input type="checkbox"/> 200	<input type="checkbox"/> 810	<input checked="" type="checkbox"/> \$5/20/35	<input type="checkbox"/> With Orthodontics
<input type="checkbox"/> 300	<input type="checkbox"/> 1100	<input type="checkbox"/> \$10/20/35	<input type="checkbox"/> Choice 2
<input type="checkbox"/> 400*	<input type="checkbox"/> 1110	<input type="checkbox"/> \$10/25/40	<input type="checkbox"/> With Orthodontics
<input type="checkbox"/> 500*	<input type="checkbox"/> 1200	<input type="checkbox"/> \$10/30/50	<input type="checkbox"/> Choice 3
<input checked="" type="checkbox"/> 600	<input type="checkbox"/> 1210	<input type="checkbox"/> 50%	<input type="checkbox"/> With Orthodontics
<input type="checkbox"/> 610	<input type="checkbox"/> 1300	<input type="checkbox"/> \$100 Drug Deductible**	<input type="checkbox"/> Choice 4
<input type="checkbox"/> 700	<input type="checkbox"/> 1500*	<input type="checkbox"/> \$250 Drug Deductible**	<input type="checkbox"/> With Orthodontics
<p>* Plan only available as an option to groups enrolled in the plan during the 2003-2004 plan year. ** Optional for all co-pay plans.</p>			
<b>Life Insurance</b>			
<input type="checkbox"/> Basic Life and AD&D		<input type="checkbox"/> Voluntary Life	
Volume = \$ _____ OR _____ x Annual Salary		<input type="checkbox"/> Voluntary Accident	
		<input type="checkbox"/> Dependent Life	
		<input type="checkbox"/> Short Term Disability	
		<input type="checkbox"/> Long Term Disability	
<i>Voluntary Life Products are for HEBP Basic Life Members only, subject to Minimum Requirements and Underwriting)</i>			

**Step 3:** Initial the rates you received that correspond with the plan(s) selected above.

**Step 4:** Sign below and fax this form and initialed rates to (512) 481-8481, due no later than 30 days prior to your anniversary date. Questions? Call us at 1-800-456-5974.

  
 \_\_\_\_\_  
 Signature (County Judge)

Print Name **Jerome P. Owens, Jr.**

**The Texas Association of Counties would like to thank you for your membership in the only all county-owned and county directed Health and Employee Benefits Pool in Texas.**

*Joe*  
Approved 05

**TEXAS ASSOCIATION OF COUNTIES  
HEALTH AND EMPLOYEE BENEFITS POOL**

**2004 RERATE NOTICE**

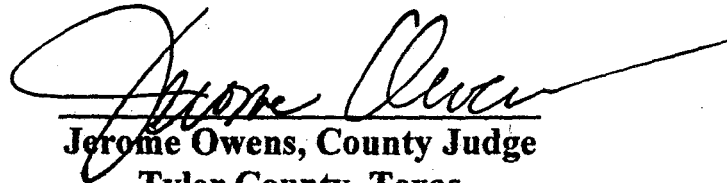
Group Number: 22946 Tyler County


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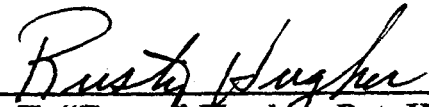
	<u>Current</u> <u>Rates</u>	<u>New Rates</u> <u>Effective</u> <u>11/1/2004</u>
<b>Medical Plan: 600 RX Plan: 5/20/35</b>		
<b>Active Employees Regardless of Age</b>		
Employee Only:	\$434.06	\$453.16
Employee & 1 Child:	\$594.06	\$620.20
Employee & Children:	\$708.08	\$739.24
Employee & Spouse:	\$825.54	\$861.86
Employee & Family:	\$1,099.54	\$1,147.92

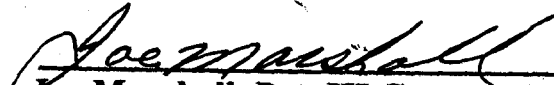
- \* Retirees pay same as actives, regardless of age for medical and dental.
- \* For COBRA participants add 2%.
- \* Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.


WITNESS OUR HANDS, officially, this 28 day of September, A.D., 2004

  
Jerome Owens, County Judge  
Tyler County, Texas

  
C.D. Woodroome, Pct. I Commissioner  
Tyler County, Texas

  
James T. "Rusty" Hughes, Pct. II Commissioner  
Tyler County, Texas

  
Joe Marshall, Pct. III Commissioner  
Tyler County, Texas

  
Julius A. Walston, Pct. IV Commissioner  
Tyler County, Texas

**DONECE GREGORY**

County Clerk

100 W. Bluff, #110

Woodville, Texas 75979

(409) 283-2281 Fax: (409) 283-6305 Email: coclerk@inu.net

FAX COVER PAGE

ATTN: Gayle Latham  
TO: County Information Resources Agency

FROM: Donece Gregory

DATE: September 28, 2004  
TIME: 3:45 p.m.

FAX NUMBER: 512-479-1807

PAGES: 10  
(Not including cover)

RE: Interlocal Participation Agreement for High-Speed Internet Access  
For reporting to OCA

MESSAGE: Gayle, Thank you for assisting us with this much needed service. I hope we've done everything correctly. If not, don't hesitate to contact me. Can you give me an estimated date on when we can receive the grant funds, so that I can order the equipment? You and Bob have made this the easiest application process I have ever been through!!! Gratefully,



\*\*\*\*\*CONFIDENTIALITY NOTICE\*\*\*\*\*

*The documents accompanying this telefax transmission contain confidential information belonging to the sender that is legally privileged. This information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of the telefaxed information is strictly prohibited. If you received this telefax in error, please notify us by telephone immediately to arrange for the return of the original documents to us.*

FAX (409) 283-6305

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## COUNTY INFORMATION RESOURCES AGENCY

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### TYLER COUNTY

#### COURT CONNECTIVITY AND REPORTING PROJECT INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement (the "Agreement") is made by and between the undersigned CIRA Member ("Member"), acting through its governing body, and the County Information Resources Agency ("CIRA"), an interlocal entity previously created by an Original Interlocal Agreement entered into by its original members, as authorized by the Texas Interlocal Cooperation Act (TEX. GOV'T CODE, Chapter 791).

#### RECITALS

WHEREAS, the County Information Resources Agency (CIRA) exists in order to provide central, cooperative and coordinated assistance and services to Members in all matters relating to information resources and technologies in order to increase efficiencies and improve the quality, reliability and interoperability of their information resources, technologies and services; and

WHEREAS, the Office of Court Administration (OCA) has funds available to disburse for the purpose of establishing sustainable electronic reporting capabilities in certain court offices ("Reporting Entities") and has entered into a contract with CIRA to establish the desired electronic connectivity and electronic reporting capability for such Member counties as may be agreed upon between OCA and CIRA; and

WHEREAS, the State of Texas, OCA, and Members would benefit by such an arrangement in numerous ways, among which would be that this project will afford local officials ability to transmit data, information, and certain legally required reports electronically; and

WHEREAS, the undersigned Member of the County Information Resources Agency, acting through its undersigned officers and governing body, desires to receive the benefit of the court connectivity and reporting project and agrees to provide certain assurances in return;

NOW, THEREFORE, PREMISES CONSIDERED, and in consideration of and conditioned upon the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

## AGREEMENT

### A. CIRA's Obligations

1. CIRA agrees to provide to Member such services and equipment as CIRA, in its discretion, deems necessary and appropriate to establish sustainable connectivity and electronic reporting capability for the Member's Reporting Entities and may subcontract or assign any or all of these duties to third parties.
2. CIRA has, as part of its duties, identified the equipment and services that must be provided to achieve the required connectivity for such of the Member's Reporting Entities as therein identified. An itemization of the necessary equipment and services are set forth in Attachment A, which is incorporated herein and made a part of this Agreement.
3. Additional work and the terms thereof, beyond the scope of the OCA project that Member desires CIRA to perform in conjunction with and as a part of this agreement, if any, are set forth in Attachment A.

### B. Member's Obligations

1. Member agrees, on an ongoing basis, to support and maintain the equipment in an operational and serviceable condition and member agrees to purchase, install, and maintain anti-virus software on all computers. CIRA will assist Member in the selection and purchase of this software.
2. Member agrees to maintain, at a minimum, the telecommunication service levels installed and established under this agreement. In particular, Member agrees to pay all ongoing telecommunication costs necessary to retain the required connectivity to Member's Reporting Entities as established through this agreement.
3. Member agrees that it will use its best efforts to insure that Member's Reporting Entities provide *electronically* and on an ongoing basis the monthly statistical reports and other reports required by OCA pursuant to Chapter 72 of the Texas Government Code or other provision of law.
4. Member agrees to appoint a single, official point of contact in the county for this Project. The point of contact shall have the responsibility of assisting the CIRA Project Manager when necessary and for sending bi-weekly status reports to the CIRA Project Manager. Member shall provide the name, phone, and e-mail of the point of contact in the space provided on Attachment A.
5. Member agrees that the Project will be completed on or before the date specified in Attachment A, unless that period is extended by CIRA. In no event, however, may the completion date be extended beyond August 1, 2005.

### C. Additional Terms

CIRA will use its best efforts to establish the necessary connectivity, but all work will be provided "as is." Neither CIRA nor OCA will be liable to Member or any other party for the result of any malfunction, failure, or defect in the equipment or the services provided under this agreement.

Member understands and agrees that CIRA's ability and duty to perform under this Agreement is subject to and contingent upon OCA's performance under the separate agreement between OCA and CIRA that is attached hereto as Attachment B, that the terms of Attachment B establish the parameters and limitations of the connectivity project, and that CIRA's performance under in this Agreement is subject to those parameters and limitations.

Member is authorized and encouraged to use the core, common network infrastructure equipment and services provided under the terms of this agreement (routers, switches, bandwidth, etc.) to support and sustain connectivity and networking for other offices and functions of Member, this State, and other political subdivisions of this State. In this regard, Attachment A details the terms and conditions for such additional work or services performed by CIRA, if any.

The Member and CIRA understand and agree that any payments or disbursements of any kind required of Member under this Agreement are payable out of Member's current funds, and that no debt is created by this Agreement.

If Member fails to satisfy the terms of this Agreement due to lack of funds, appropriation, or other reason, CIRA or OCA may re-claim and remove any equipment provided to Member under this Agreement.

IN WITNESS WHEREOF, the governing bodies of both the County Information Resources Agency and the undersigned CIRA Member have approved and adopted this Agreement and have caused this Agreement to be executed and it shall become effective upon the date that both parties have signed this Agreement.

AGREED to and ADOPTED by governing body of Tyler County on the 28 day of September, 2004, and executed by the undersigned authorized member of its governing body:

Name: Jerome Quinn  
Title: County Judge


AGREED to by the County Information Resources Agency on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

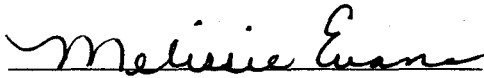
\_\_\_\_\_  
For the County Information Resources Agency

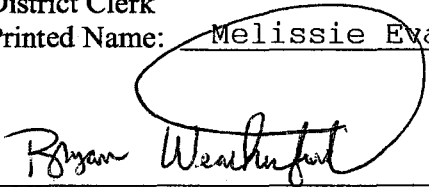


**REPORTING ENTITY ACKNOWLEDGMENTS**

I, the duly-elected officer indicated below, acknowledge that I have a duty under this Agreement to provide electronically, on an ongoing basis, the monthly statistical reports and other reports required by Chapter 72 of the Texas Government Code, and I agree to do so. I understand that my failure to report as required by this agreement could result in the removal of all equipment and services installed under this agreement.

  
County Clerk  
Printed Name: R. Donece Gregory

  
District Clerk  
Printed Name: Melissie Evans

  
Justice of the Peace, Precinct 1  
Printed Name: Bryan Weatherford

**LOSS COVERAGE NOTICE**

We strongly suggest that you purchase Electronic Data Processing Equipment insurance in case of a loss to your new equipment. Please check with your Property and Casualty carrier to ensure that you have coverage in case of catastrophic loss of this equipment.

The Texas Association of Counties can provide this coverage to Members who currently insure their buildings and contents with the TAC Property pool. To check with TAC about this coverage, please call Jeri Porter at 1-800-456-5974.

**Attachment A**

The official point of contact for the Member is:

Name: C.D. Woodrome

Title: Commissioner, Pct. #1

Phone: 409-283-7013

E-Mail:  davidwoodrome@hotmail.com

The deadline for completion of installation (including testing) to the courts is December 31, \_\_\_\_\_, 2004.

CIRA does not provide any support or maintenance under this agreement. All labor, installation, etc., will be performed by the Member or member's agents, contractors, or employees.

CIRA will pay for the following at the price stated (all prices include government discounts):

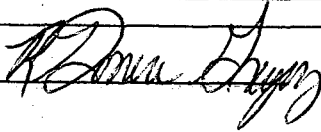
**CIRA OCA Connectivity Project Vendor Quote**

**County:** Tyler  
**Connection Type:** T1  
**Quote Vendor:** DP Solutions  
**Quote Date:** #####

County Clerk	District Clerk	JP	Total
1	1	1	3
<b>Courts:</b>			
<b>Drops:</b>			
<b>Computers:</b>			

Product	Part Number	Description	Qty	Unit Price	Price	Allowance	County	OCA
<b>Cisco2620XM Router (Make selection based on connection type)</b>								
	CISCO2620XM	T1 Mid Performance 10/100 Ethernet Router with Cisco IOS IP						
	CAB-AC	T1 Power Cord,110V						
	S26IPB-12306	T1 Cisco 2600 Ser IOS IP BASE						
	WIC-1DSU-T1	T1 1-Port T1/Fractional T1 DSU/CSU WAN Interface Card						
	MEM2600XM-32U96D	T1 32 to 96MB DRAM factory upgrade for Cisco 261x/2xXM						
	MEM2600XM-16U32FS	T1 16 to 32 MB Flash Factory Upgrade for the Cisco 2600XM						
	CON-SNT-26XX	T1 SMARTnet 8x5xNBD for Cisco26XX						
	CISCO2621XM-ADSL	DSL 2621XM-ADSL Bundle, WIC-1ADSL, 2FE, SP Services, 32F, 128D						
	CAB-AC	DSL Power Cord,110V						
	NM-1E	DSL 1-Port Ethernet Network Module						
	S26SPSK9-12304T	DSL Cisco 2600 Ser IOS SP SERVICES						
	MEM2600XM-64U128D	DSL 64 to 128MB DRAM factory upgrade - 265xXM/XM VPN Bundles						
	MEM2600XM-16U32FS	DSL 16 to 32 MB Flash Factory Upgrade for the Cisco 2600XM						
	CAB-ADSL-RJ11	DSL Lavender Cable for xDSL, Straight-through, RJ-11, 6 feet						
	WIC-1ADSL	DSL 1-port ADSL WAN Interface Card						
	CON-SNT-CISCO2621	DSL SMARTNET 8X5XNBD 2621XM-ADSL Bundle,						
<b>Pix-501 Firewall (Required)</b>								
	PIX-501-50-BUN-K9	PIX 501-50 3DES Bundle (Chassis, SW, 50 Users, 3DES)						
	CON-SNT-PIX501-50	8x5xNBD Svc, PIX 501 50-User/DES Bundle						
<b>Cisco Catalyst 2650 Series Switch</b>								
	WS-C2950-24	Catalyst 24 Port						
	CON-SNT-C2950-24	8x5xNBD Svc, C2950: 24 port 10/100 autosense/autonego						
	CVPN-Client-K9=	VPN						
<b>PC Equipment</b>								
		Surge protector						
		System Unit - Dell Optiplex SX 270, 3.0 Ghz/512K Cache, 800 FSB, 512 MB RAM, 80GB HD, MS Windows XP Operating System, 10/100 Ethernet, CD/RW, 17" Monitor						
<b>NIC Cards</b>								
<b>UPS Power Supply</b>								
		10 to 15 minutes of power						
<b>Cabling Switches</b>								
		Requires approval based on installation						
<b>Cabling Drops</b>								
		Includes all cable, connectors & misc items						
<b>System Configuration Labor</b>								
<b>Line Installation (Telco)</b>								
	Installation	Telco						
	Set-up Fee	See attached quote. Internal network already exists.	1	\$5,791.00	\$5,791.00			\$5,791.00
	Set-up Fee	Telco						
<b>System Software</b>								
		Norton Anti-Virus (minimum req'd each computer)						
		Norton Internet Security (Anti-Virus & Firewall)						
<b>Training Education</b>								
		Four hour orientation and security training session						

<b>Totals</b>								<b>\$5,791.00</b>
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Signature:  Print Name: R DONAL GREGORY Date: 9/23/2004