

## VIDEO VISITATION SERVICES AGREEMENT

This Video Visitation Service Agreement ("Agreement") is made by and between Global Tel\*Link Corporation, having its principal place of business at 12021 Sunset Hills Road, Suite 100, Reston, VA 20190 ("Company") and Tom Green County, a legal and political subdivision of the State of Texas, with an address at 112 W. Beauregard, San Angelo, Tom Green County, TX 76903 ("Premise Provider"). Company and Premise Provider are jointly herein referred to as Parties.

1. **Agreement Defined.** The definitions, terms and scope of services for this Agreement are as follows:

(a) "Premise Provider" means Tom Green County, a legal and political subdivision of the State of Texas, its elected officials, employees, officers, agents, and legal representatives including the Tom Green County Sheriff and the Tom Green County Sheriff's Office.

(b) "Company" means Global Tel\*Link Corporation.

(c) Company shall perform such services in accordance with the terms, conditions and specifications of TGC RFP15.016 and the Company's response to TGC RFP15.016. This Agreement consists of the following documents:

- (i) Video Visitation Services Agreement
- (ii) TGC RFP15.016
- (iii) Company's response to TGC RFP15.016.

In the event there is a conflict in the interpretation of the agreement between the Parties, the documents shall control in the order listed above. These documents shall be referred to collectively as the Agreement.

2. **Term.** This Agreement shall be in effect for five (5) years (initial period), commencing from the date of the execution of this Agreement by the Parties. Commission calculations shall begin as of the first date of documented operation and first call and remote video visitation completion, as applicable. This Agreement may be renewed and extended for an additional four (4) one-year extension periods unless written notice of such intent not to renew is given not later than 120 days prior to the end of the initial period or any extension. This Agreement shall not be renewed and extended if Company is in default of any term or provision of this Agreement.

3. **Equipment.** This Agreement applies to the installation, management, operation and maintenance of equipment furnished by the Company as listed on Exhibit A at the time of execution of the Agreement or during the term of this Agreement, whether existing, newly installed or renovated, located at the facilities listed on Exhibit A ("Facilities"). Company will install Equipment and implement the services contemplated by this Agreement as soon as reasonably practicable following the effective date of this Agreement; however, in no event greater than eighty-eight (88) business days following the effective date of the Agreement.

In addition to what is listed in Exhibit A, the term "Equipment" may include video visitation (VVS) telephone set(s) and related equipment, including but not limited to VVS hardware and site preparation. Where VVS hardware or other property of the Company are installed upon the premises owned or controlled by Premise Provider, such property shall remain in all respects that of the Company. The Company reserves the right to remove or relocate equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of service. The Company shall not exercise such a right of removal or relocation unreasonably. The Company will notify the Premise Provider in writing of its intention to remove or relocate prior to such action, and shall provide Premise Provider an explanation for removing Equipment and a reasonable opportunity to address Company's concerns. Upon removal of equipment by the Company, the Company shall restore said premise to its original condition, ordinary wear and tear excepted. However, the Company shall not be liable for holes placed in walls,

pillars, or floors or other conditions on the premises which resulted from the proper installation of equipment described herein. The Premise Provider may not make alterations or attachments to the Equipment provided under this Agreement, unless otherwise mutually agreed upon by all Parties.

4. **Services.** At no cost to the Premise Provider, the Company shall provide the services listed in Exhibit A, and all management services necessary to implement this Agreement; and shall be responsible for furnishing, installing, repairing, maintaining and servicing the Equipment; the establishment (if and to the extent required by the Company) and compliance with all tariffs and all rules, regulations, orders and policies of federal and state regulatory authorities applicable to the video visitation and payphone and automated operator services provided by the Company; the establishment and maintenance of all billing and payment arrangements with the local and interexchange carriers; the processing of all video visit call records; the performance (alone or through others) of all validation, billing, outclearing and collection services; and the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of the Company's obligations under this Agreement. The Company reserves the right to control unbillables, bad debt and fraud.

5. **Compensation.** Remuneration shall be thirty five percent (35%) of the gross remote video visitation revenue received in any month for each video visitation session after total paid visits reach 12,500. The compensation is more fully described in Exhibit B attached hereto. Gross revenue shall mean, as applicable, all per minute revenue generated from video visits. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) 5% credit card transaction fees; (iv) per video visit set-up fees; and (v) any amount Company collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs. Payments shall be paid monthly to Premise Provider and said payment shall be paid within thirty (30) days at the end of each month. All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company in accordance with Section 11 within sixty (60) days of receipt of commission payment by the Premise Provider.

Commission payments will be delivered to the address listed in this Section, which may be changed by Premise Provider from time to time upon notice to Company in accordance with terms of the notice provision of this Agreement.

Tom Green County  
112 W. Beauregard  
San Angelo, TX 76903  
County Treasurer

6. **Rates.** The video visit rate structure and video visit surcharge rates shall be as provided in Exhibit B, and shall not exceed any maximum rates authorized by the appropriate telecommunication regulatory authority and the Federal Communications Commission (FCC). Any rate changes mandated by the state/local regulatory authority and/or the FCC which adversely affect this Agreement shall entitle the Company to, at its option, renegotiate or cancel this Agreement.

7. **Records.** The Company shall maintain records sufficient to permit proper determination of funds due the Premise Provider. Such records shall be made available to the Premise Provider in San Angelo, Tom Green County, Texas, for review upon request.

Premise Provider shall have the right to inspect, audit, copy and examine all books and records of Company pertaining to all transactions as they may arise under this Agreement. Company shall maintain all books and records including supporting documentation pertaining to the transactions for a period of three (3) years after termination or expiration of this Agreement. Company shall provide to Premise Provider the books and records and other documents relating to this Agreement within thirty (30) days of receipt of the Premise Provider's written notice.

The revenue payment and reporting cycle will be a maximum of 30 days following the end of the previous month. Both summary and detail reports will be provided. The original reports and payment will be mailed directly to the Premise Provider. The content of video visitation reports will be as agreed upon by the Parties. The following information will be provided for inmate telephone call for each location by telephone number:

- Total Calls
- Total minutes of use
- Type of call
- Total usage revenue

**8. Further Assurances.** During the term of this Agreement, including any renewal period(s), Premise Provider agrees to:

- (a) Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Company.
- (b) Provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.
- (c) Permit reasonable access to its respective facilities without charge or prejudice to Company employees or representatives, patrons, or consignees. Company employees or representatives, patrons, or consignees must, however, agree to pat downs, and other reasonable security procedures and screening in accordance with the Sheriff of Tom Green County's rules and regulations, before being provided access to the Facilities.
- (d) Premise Provider represents and warrants that it has legal authority to enter into this Agreement and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility.
- (e) During the term of this agreement, Premise Provider agrees it will not allow other vendors to supply the Facility with products and services as contemplated and provided by this Agreement. This is to include any additional video visitation units required to facilitate Premise Provider's expansion at its present or future location(s) during the term of this Agreement and any extensions of this Agreement.
- (f) Stipulate that Company has no responsibility to advise Premise Provider with respect to any law, regulation, or guideline that may govern or control telephone call or video visitation recordation or monitoring by Premise Provider, or compliance therewith. Premise Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the inmate call and video visitation monitoring and recording capabilities supplied through this Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premise Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith.
- (g) Acknowledge that all call, video, and visitation scheduling detail records (DRs) and call and video recordings contained in the Equipment provided by Company to Premise Provider during the term of this Agreement and any resulting extensions, are the exclusive property of the Premise Provider provided, however, that Company shall have the right to use the DRs and recordings to respond to legal requests, to provide the services under this Agreement, and for other lawful business purposes.

**9. Title.** Title to Equipment hereunder shall be and at all times remain in the Company,

All software, documentation, and other intellectual property (collective the "IP") supplied or made available through this Agreement is being provided on a term license only, as long as this Agreement is in

effect, and shall not constitute a sale of that IP. Nothing in this Agreement or through Company's performance hereunder shall constitute a transfer of right, title, or interest in or to the IP, which are retained by Company and its licensors.

During the term of this Agreement, Company grants Premise Provider a non-exclusive, non-transferable, license to use the IP solely for accessing the products and services supplied by Company in the manner contemplated by this Agreement. Premise Provider shall not: (a) make available or distribute all or part of the IP to any third party by assignment, sublicense or by any other means; (b) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the IP; or (c) use the IP operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the IP. The use of software is supplied in object code only, and nothing herein shall be construed as granting any license whatsoever to the underlying source code that is used to generate the software, or creating an implied license in any IP.

**10. Relocation.** Equipment shall not be disconnected or moved by Premise Provider from the location in which it is installed. By agreement of all Parties, installed Equipment may be relocated by the Company.

**11. Notices.** Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either Party, must be in writing, and must be given by personally delivering or mailing the same by registered or certified mail, return receipt requested, to the respective Parties as follows:

**To Company:**  
**Global Tel\*Link Corporation**  
12021 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190  
Phone: (703) 955-3915  
Fax: (703) 435-0980  
**ATTN: Legal Department**

**To Premise Provider:**  
**Tom Green County**  
112 W. Beauregard  
San Angelo, TX 79603  
Phone: (325) 653-3318  
Fax: (325) 659-3258  
**ATTN: County Judge**

**12. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law, rules that would otherwise direct the application of the laws of a different jurisdiction. Each of the Parties hereby submits to the jurisdiction of any Texas state district court sitting in Tom Green County, Texas, for purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby, and agree that such courts shall be the forum for resolving any dispute or controversy under or with respect to this Agreement. Each of the Parties hereby irrevocably waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to laying of the venue of any such proceedings brought in such a court and any claim that any such proceedings brought in such a court has been brought in an inconvenient forum.

**13. No Warranty.** The Premise Provider makes no warranty, express or implied as to the condition, habitability or fitness for any particular purpose of the facility identified as the Tom Green County Detention Facility, or any other kind arising out of the Agreement, and there are no warranties that extend beyond those expressly stated in this Agreement.

**14. Insurance.** During the term of this Agreement Company shall maintain at its sole expense insurance with limits not less than those prescribed below:

- (a) General Liability (including Contractual Liability)
  - Bodily Injury and Property Damage \$1,000,000.00  
Limit per Occurrence
  - Aggregate \$2,000,000.00
- (b) Automobile Liability
  - Bodily Injury and Property Damage \$1,000,000.00  
Limit per Occurrence
- (c) Workers' Compensation Statutory Benefits plus \$500,000.00  
Employer's Liability

With respect to the required insurance as listed in paragraph 14(a) and (b), Company shall name Premise Provider as an additional insured, provide Premise Provider a waiver of subrogation, provide Premise Provider with a 30 day advance written notice of cancellation or material change to said insurance, and provide Premise Provider with Certificates of Insurance evidencing the required coverage upon the execution of this Agreement.

All policies of insurance shall be written by an insurance carrier authorized to do business in the State of Texas. Company shall furnish the Premise Provider with Certificates of Insurance issued by the insured. Company shall obtain and provide to the Premise Provider evidence of its purchase of 12 months extended coverage in the event said policy of insurance are an occurrence policy.

The Company shall furnish the Premise Provider with Certificates of Insurance issued by the insured within fifteen (15) days of the execution of this Agreement. Company shall provide the Premise Provider with Certificates of Insurance on an annual basis thirty (30) days prior to the anniversary date.

**15. Indemnification.** The Company covenants and warrants that it will protect, defend, and hold harmless the Premise Provider, its employees, elected officials, agents and legal representatives (collectively "Premise Provider") from any and all third party claims, suits, demands, and liability of every kind, including all expenses of litigation, court costs, and attorneys fees, relating in any way to damages (bodily injury, death and damage to property), claims or fines arising by reason of or in connection with Company's actual or alleged negligence or other actionable performance or omission of Company in connection with or during the performance of the duties under this Agreement. Company further covenants and agrees to protect, defend, indemnify, and hold harmless Premise Provider from all claims, allegations, fines, demands, and damages relating in any way to the actual or alleged joint or concurrent negligence of Premise Provider and Company arising out of the services to be performed pursuant to this Agreement, whether Premise Provider is immune from liability or not.

It is the expressed intention of the Parties hereto that the indemnity provided herein is an agreement by Company to indemnify and protect County from the Premise Provider's own negligence where said negligence is an alleged or actual concurrent proximate cause of any alleged third-party harm.

The indemnity provision provided herein shall have no application to any claim or demand where bodily injury, death or damage results from the sole negligence, strict liability or intentional act of Premise Provider unmixed with any fault or responsibility of Company.

**16. Risk of Loss.** The Company and its insurers, if any, shall relieve Premise Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment.

**17. Default.** In the event any Party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to any Party by the other, then in addition to all other rights and remedies of law or equity or otherwise, the offended Party shall have the right to cancel this Agreement without charge of liability.

**18. Assignment.** This agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns, including any new administration or head of Premise Provider; except, however, that neither Party shall assign this Agreement or any interest herein without the other's prior written consent, except that the Company shall have the right to assign this Agreement or any interest herein at any time to any parent, successor, subsidiary, or affiliate of the Company without the consent of the Premise Provider, except further, however, Company provides Premise Provider with thirty (30) days prior written notice of the assignment.

**19. Independent Contractor.** The Company acknowledges that it is an independent contractor and that nothing contained in this Agreement or the relationship of the Parties is intended to or shall create a partnership or joint venture or agency relationship of any kind between the Parties. This Agreement shall not be constructed as a contract of agency or employment. Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Company's employees including contribution from such persons, when required by law.

**20. Solicitation.** The Premise Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premise Provider to solicit or secure this Agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premise Provider agrees, in the event of an allegation of substance (the determination of which will be solely made by the Company) that there has been a violation hereof, Premise Provider will cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this Agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Parties, either Party may terminate this Agreement.

**21. Termination.** This Agreement may be terminated by either party during the initial term and subsequent renewal and extension periods, with or without cause, at any time after 120 days written notice to other party.

It is understood and agreed that the Company shall vacate the Facilities without delay upon 30 days written notice by Premise Provider in the event this Agreement is for any reason cancelled, and at the termination of this Agreement, and in case the Company fails to vacate the Facilities upon said notice of cancellation or termination of this Agreement, the Premise Provider shall not be responsible for any damage that might occur to said Company by virtue of the Premise Provider forcibly entering and disposing of the Company, and without prejudice to any remedies which might otherwise be used for possession of or for arrears of payments due and owing.

The Company shall vacate the premises upon termination of this Agreement.

**22. Force Majeure.** Neither Party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this contract due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either Party to reasonably carry out its obligations under this Agreement. It is agreed and understood that this Agreement will be subject to termination by either Party upon sixty (60) days notice to the other should there be imposed upon Premise Provider or Company any rule or regulation by any state, federal or local regulatory agency which would substantially adversely affect the operation of the equipment or service provided hereunder.

**23. Survival.** The terms, conditions, obligations and provisions of this Agreement shall survive the termination of this Agreement.

**24. Licenses, Permits and Fees.** Company shall secure and pay for all federal, state and local licenses, permits and fees as may be required for the services and products provided. Premise Provider represents and warrants that it is a tax-exempt entity and, further, agrees to provide evidence of its tax-exempt status to Company upon written request. In the event a determination is made by a governmental authority that any sales, purchases, payments or use of property made to or by Company under this Agreement, either in whole or in part, is subject to any sales, use, gross receipts, property or any similar tax, Company shall be responsible for the payment of the sales, use, gross receipts, property or any similar tax.

**25. Non-Discrimination.** Company shall not discriminate against any employee or applicant for employment, and in providing the services specified in this Agreement, because of sex, race, creed, color, or national origin. Company shall, in all solicitations or advertisement for employees placed by or on behalf of the Company, shall state that all qualified applicants will receive consideration for employment without regard to sex, race, creed, color, or national origin.

**26. Attorney Fees.** If either party retains an attorney to enforce this Agreement or its terms, the prevailing party is entitled to recover reasonable and necessary attorney's fees, court costs and expenses associated with the litigation.

**27. Failure to Exercise Remedy.** The failure of Company or the County to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

**28. Non-Waiver.** No waiver of any provision of this Agreement shall be of any force or affect unless such waiver is in writing, expressly stating to be a waiver of a specified provision of this Agreement and signed by the party to be bound thereby. Either party's waiver of any breach or failure to enforce any of the provisions of this Agreement, at any time, shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with this Agreement or any portion or provision or right under this Agreement.

**29. Valid/Invalid/Unenforceable Provisions.** If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

**30. Entire Agreement.** This Agreement, which includes RFP #15-016, constitutes the entire agreement between the Premise Provider and the Company and supersedes all other agreements between the Parties pertaining to the subject matter hereof.

**31. Amendment.** No course of dealing between the Parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the Parties.

**32. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the \_\_\_\_\_ day of April, 2015.

**Company**

Global Tel\*Link Corporation

**Premise Provider**

Tom Green County

\_\_\_\_\_  
Signature

Name: Jeffrey B. Haidinger  
Title: President & COO

\_\_\_\_\_  
Signature

Name: ~~Stephen C. Floyd~~ *Ralph Hoelscher*  
Title: Tom Green County Judge *Pro Tem*

APPROVED AND AGREED:

  
\_\_\_\_\_  
David Jones, Tom Green County Sheriff

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## **Exhibit A**

### **Facility Names and Addresses:**

Tom Green County  
122 W. Harris  
San Angelo, TX 76903

### **Actual on-site equipment:**

The installation of software and/or hardware on Company provided Equipment is not approved. System conditions can change and become unstable with the addition of software other than that installed by the Company. The Company does not warranty, troubleshoot, or maintain any system that contains software installed by an authorized third party. The Company assumes no liability for any data stored on the Equipment which is not directly related to the Services provided under this Agreement.

Company also does not furnish, maintain or provide consumables for peripheral equipment associated with the Equipment. Consumables consist of items such as printer paper, cassette tapes, compact disks, etc.

The commission proposal option chosen by Tom Green County includes: Infrastructure and Installation of the Inmate/Public Video Visitation (VVS) and Scheduling System

- Twenty-six (26) Wall Mounted Tablet-on-the-Wall 10.1" Inmate Video Visitation Stations
- Eight (8) Friend and Family Video Visitation Stations
- One (1) Wall Mounted Video Arraignment/Magistration Station
- Two (2) Portable Cart Video Visitation Stations
- One (1) Lobby Registration Kiosk
- CAT6 wiring in place & owned by Tom Green County will be used for each VVS location
- Visitation Scheduling Software and Unlimited Licenses
- All Maintenance and Repair to Include
  - Local Technician Support
  - Technical Support Services
  - Customer Support Services
  - Repair Labor and Replacement Parts
  - Software Upgrades/Patches
- Video Visitation Session Storage (90 days)
- Video Visitation Record Detail Storage (Life of the Contract)
- Includes Inmate Email Solution at \$0.40 per email

## Exhibit B

### Option 1 Chosen

GTL provides Tom Green County with the most value with the award of the inmate telephone contract AND the video visitation contract. In this scenario, commissions on video visitation sessions will begin when paid visits reach 12,500. After this threshold, GTL will pay Tom Green County 35% on all subsequent paid visits.

### Cost Per Video Visit

GTL will charge a Per Minute Rate per Visit and a Fee per Visit. The sum of the Per Minute Rate per Visit plus the Fee per Visit creates the total cost per visit to the user.

Fee per Visit	\$2.00
Per Minute Rate per Visit	\$0.27

- GTL will not dictate Tom Green County's onsite visitation policy and visitation type
- GTL will assist Tom Green County with video visitation software implementation
- Tom Green County is free to select the method of onsite visitations they deem appropriate.
- Any policies including, but not limited to, quotas, restrictions, approval lists, visitation times, visitation durations, visitation types, are the sole domain of the facility.
- Remote visits are any visit taking place with an inmate whereby the visitor is located off-premise and not at a facility provided video conferencing endpoint

12021 Sunset Hills Road, Ste. 100  
Reston, Virginia 20190  
Tel. 703-955-3915  
Fax 703-435-0980  
Web <http://www.globaltellink.com>

### LETTER OF AGENCY

DATE: April 28, 2015

TO WHOM IT MAY CONCERN:

WE HAVE ENTERED INTO AN AGREEMENT WITH **GLOBAL TEL\*LINK CORP.**, PRIVATE PAY PHONE VENDOR, TO ACT AS OUR COMMUNICATIONS REPRESENTATIVE WITH:

Verizon (LOCAL EXCHANGE CARRIER)

FOR OUR TELECOMMUNICATIONS SERVICE LOCATED AT (EXACT ADDRESS(ES) OF JAIL FACILITY(IES):

Tom Green County Adult Detention Center  
122 W. Harris  
San Angelo, TX 79603

UNDER THE TERMS OF THIS AGREEMENT AND BY THIS LETTER, WE DO HEREBY AUTHORIZE **GLOBAL TEL\*LINK CORP.** TO DO THE FOLLOWING:

- (X) REQUEST DISCONNECTION OF EXISTING COIN/INMATE TELEPHONES
- (X) INSTALL PHONES ON THEIR OWN BEHALF

THIS AUTHORIZATION DOES NOT PRECLUDE OUR ABILITY TO ACT IN OUR OWN BEHALF WHEN WE DEEM NECESSARY.

Ralph Hoelscher  
AUTHORIZED SIGNATURE

Ralph Hoelscher  
PRINTED NAME

County Judge Pro-Tem  
TITLE

325-653-3318  
BUSINESS TELEPHONE