

The above and foregoing minutes for the month of December, 1988 were read and approved this 9th day of January, 1989.

ALFORD L. FLANAGAN, COUNTY JUDGE

J. W. Terrell, Jr.
J. W. TERRELL, JR.
COMMISSIONER PRECINCT #3

MIKE PRICE
COMMISSIONER PRECINCT #1

Carl R. Ferrell
CARL R. FERRELL
COMMISSIONER PRECINCT #4

Mike Fields
MIKE FIELDS
COMMISSIONER PRECINCT #2

Eugenia Roach
EUGENIA ROACH, COUNTY CLERK

COMMISSIONERS' COURT MINUTES FOR DECEMBER, 1988 A.D.
RECORDED ON THE 10th DAY OF JANUARY, 1989 A.D.

EUGENIA ROACH
COUNTY CLERK, TITUS COUNTY, TEXAS

BY *Joan Crowe*
DEPUTY COUNTY CLERK

COMMISSIONERS' COURT
REGULAR MEETING
JANUARY 9, 1989

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in Regular Session on Monday, January 10th, 1989 in the Titus County Courtroom with the following members present:

MIKE PRICE
MIKE FIELDS
J. W. TERRELL, JR.
CARL R. FERRELL
EUGENIA ROACH

COMMISSIONER PRECINCT 1
COMMISSIONER PRECINCT 2
COMMISSIONER PRECINCT 3
COMMISSIONER PRECINCT 4
COUNTY CLERK

ABSENT:

ALFORD L. FLANAGAN COUNTY JUDGE

and the following proceedings were had to wit:

IN THE MATTER OF
APPROVING DECEMBER,
1988 MINUTES

Motion was made by Commissioner Carl R. Ferrell and seconded by Commissioner Mike Fields approving the December, 1988 minutes. Motion carried unanimously.

IN THE MATTER OF
OPENING BIDS FOR DOCUMENT
CABINET FOR COUNTY CLERK

Motion was made by Commissioner Carl R. Ferrell and seconded by Commissioner Mike Price approving a document cabinet for the County Clerk, Eugenia Roach, from Clark & Courts at a price of \$1,527.99. This includes two (2) end panels. (Royer & Schutts bid \$1,633.70 and Walraven Printing bid \$1,684.85.) Motion carried unanimously.

CLARKE & COURTS INC

PRINTING DIVISION

Tommy Ellis
Sales Representative

Our bid on the 36 drawer document cabinet
is below:

| | | | | |
|------------|--------------|----|------------|-------|
| | ① SIF S-103 | at | \$ 1399.20 | |
| end panels | ① SIF S-103F | at | \$ 128.79 | |
| | | | <hr/> | |
| | | | \$ 1527.99 | total |

Please call or write if I can be of service.

Tommy Ellis

IN THE MATTER OF
CABLE TV IN
TITUS COUNTY

No action was taken and tabled until the next court meeting, January 23, 1989.

IN THE MATTER OF
PRESENTATION OF CERTIFICATE
TO COMMISSIONER CARL E. FERRELL

No action taken.

IN THE MATTER OF
RESOLUTION SUPPORTING THE
GREEN CARPET ROUTE

Motion was made by Commissioner Mike Fields and seconded by Commissioner Carl E. Ferrell approving a resolution supporting the Green Carpet Route. Motion carried unanimously.



Titus County Commissioners' Court
Mt. Pleasant, Texas

RESOLUTION

WHEREAS the Green Carpet Route was established by East Texas-Gulf Highways Association to promote a four lane highway from Houston, Texas to Oklahoma; and

WHEREAS in the past twenty years the project has been successful and only forty-seven miles of highway have not been completed;

WHEREAS on this date, Titus County Commissioners' Court continues to support the East Texas-Gulf Highway Association to complete the four lane highway between Mt. Pleasant, Texas and Paris, Texas.

APPROVED by the Titus County Commissioners Court the 9th day of January, 1989.

Alford L. Flanagan
ALFORD L. FLANAGAN, COUNTY JUDGE

Mike Price
COMMISSIONER, PRECINCT #1

J.W. Ferrell
COMMISSIONER, PRECINCT #3

Mike Price
COMMISSIONER, PRECINCT #2

Carl R. Ferrell
COMMISSIONER, PRECINCT #4

IN THE MATTER OF
COPIER FOR JUSTICE OF
THE PEACE, PRECINCT # 1,
FROM D.D.A. FUNDS

Motion was made by Commissioner Carl R. Ferrell and seconded by Commissioner Mike Price approving Justice of The Peace, Precinct # 1, going out for bids for a copier, using funds from the Defensive Driving Administrative Funds. Motion carried unanimously.

IN THE MATTER OF
TWO FILE CABINETS FOR
DISTRICT CLERK

Motion was made by Commissioner Mike Price and seconded by Commissioner Carl R. Ferrell approving purchasing two 5 - drawer file cabinets for the District Clerk. Motion carried unanimously.

IN THE MATTER OF
PAYING PRE-REGISTRATION FEE
FOR SEMINAR

Motion was made by Commissioner Mike Fields and seconded by Commissioner Carl R. Ferrell to pay pre-registration fee for a seminar for the Commissioners and County Judge at A & M College Station. Motion carried unanimously.

IN THE MATTER OF
PAYING PAUPER'S FUNERAL
FOR CURTIS L. ELLIOTT

Motion was made by Commissioner Carl R. Ferrell and seconded by Commissioner Mike Fields allowing payment of a pauper's funeral for a child, Curtis Lavon Elliott, in the amount of \$586.81 to Tume - Cherry Mortuary. Motion carried unanimously.

IN THE MATTER OF
1989 TAX YEAR
RESOLUTION ON DISCOUNTS
FOR EARLY PAYMENT

Motion was made by Commissioner Mike Fields and seconded by Commissioner Mike Price approving resolution to allow a discount for the early payment of property taxes for 1989. Motion carried unanimously.

IN THE MATTER OF
TAX ASSESSOR COLLECTING
DELINQUENT TAX ATTORNEY'S FEE

Motion was made by Commissioner Carl R. Ferrell and seconded by Commissioner Mike Fields approving resolution for the Tax Assessor - Collector to collect delinquent tax attorney's fee for 1989. Motion carried unanimously.

IN THE MATTER OF
HOMESTEAD EXEMPTION

Motion was made by Commissioner Carl R. Ferrell and seconded by Commissioner Mike Fields approving a resolution allowing a 20% exemption on homesteads in 1989. Motion carried unanimously.

IN THE MATTER OF
ADDITIONAL HOMESTEAD EXEMPTION
FOR PERSONS OVER 65 &
DISABLED

Motion was made by Commissioner Carl R. Ferrell and seconded by Commissioner Mike Price approving granting additional exemptions on homesteads for persons over 65 years of age and the disabled. Motion carried unanimously.



Titus County Commissioners' Court
Mt. Pleasant, Texas

RESOLUTION

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in Regular Session January 9, 1989 and approved resolutions for the 1989 tax year.

RESOLVED to allow a discount to the property owners of Titus County for the early payment of property taxes for the 1989 tax year in accordance with Section 31.05 of the Property Tax Code. The rate of discount is 3% if paid in the month of October, 1989; 2% if paid in November, 1989; 1% if paid in December, 1989.

RESOLVED that the County Tax Assessor-Collector of Titus County collect delinquent tax attorney's fee not to exceed 15% for the tax year 1989, in accordance with Section 33.07 of the Property Tax Code.

RESOLVED to allow a 20% exemption on the value of homesteads in Titus County for purposes of county property tax for the tax year 1989, in accordance with Section 11.13.

RESOLVED that the County Tax Assessor Collector grant an additional \$15,000.00 exemption on all homesteads in Titus County owned by persons 65 years of age or older in determining the amount of property tax due for the tax year 1989, in accordance with Section 11.13.

RESOLVED that persons under age 65 who are 100% disabled according to Social Security records are hereby granted an additional exemption of \$10,000.00 on their homestead for the tax year 1989, in accordance with Section 11.13-D.

APPROVED by the Commissioners' Court of Titus County, Texas on the 9th day of January, 1989.

Alford L. Flanagan
ALFORD L. FLANAGAN, COUNTY JUDGE

Mike Price
COMMISSIONER, PRECINCT I

J. W. Terrell, Jr.
COMMISSIONER, PRECINCT III

Mike Fields
COMMISSIONER, PRECINCT II

Carl R. Ferrell
COMMISSIONER, PRECINCT IV

IN THE MATTER OF
HIRING DEPUTY CONSTABLE
FOR PRECINCT #1

Tabled until next court day.

IN THE MATTER OF
PHONE LINES FOR COUNTY
JUDGE AND COUNTY CLERK

Motion was made by Commissioner Mike Fields and seconded by Commissioner Mike Price allowing the County Judge and the County Clerk another phone line in each office. Motion carried unanimously.

IN THE MATTER OF
APPROVING BONDS AND
OATHS OF NEWLY
ELECTED OFFICIALS

Motion was made by Commissioner Carl R. Ferrell and seconded by Commissioner Mike Fields approving the bonds and oaths of the following newly elected officials: Mike Price, Commissioner, Precinct #1; J. W. Terrell, Jr., Commissioner, Precinct #3; Tim Taylor, County Attorney; John A. Moss, Sheriff; Cecil Underwood, Constable, Precinct #1; Thomas P. Gresham, Constable, Precinct #2. Motion carried unanimously.

IN THE MATTER OF
SELECTING SALARY
GRIEVANCE COMMITTEE

Motion was made by Commissioner Carl R. Ferrell and seconded by Commissioner Mike Fields approving the following persons being on the Salary Grievance Committee as drawn from the 1988 Grand Jury list: E. W. Duncan, Jr., Roger Wayne Carlile, Claudia Blalock, Steven Allan Sievert, Max Loving, Leslie Michelle Shoppoch, Teddy Ray Robertson, Sandra L. Screws and Patricia McKelvey. Motion carried unanimously.

IN THE MATTER OF
APPROVING PRECINCT
#4 LEASES

Motion was made by Commissioner Carl R. Ferrell and seconded by Commissioner Mike Fields approving leases in Precinct #4 as follows: Bill Reynolds for \$2,100.00; Harold Hartrider for \$1,000.00; and Mrs. M. L. Underwood for \$1,000.00. Motion carried unanimously.

IN THE MATTER OF
APPROVING REPORTS
OF OFFICIALS

Motion was made by Commissioner Mike Fields and seconded by Commissioner Mike Price approving reports of officials. Motion carried unanimously.

IN THE MATTER OF
APPROVAL OF
BILLS

Motion was made by Commissioner Carl R. Ferrell and seconded by Commissioner Mike Fields approving payment of bills. Motion carried unanimously.

IN THE MATTER OF
APPOINTING TITUS COUNTY
HISTORICAL COMMISSION

Motion was made by Commissioner Mike Price and seconded by Commissioner Carl R. Ferrell appointing The Titus County Historical Commission as follows: Claude Alexander, Jr., Janet Russell, Billy Joe Lindsey, Maggie Cox, Ona Edwards, Kathy Cobb, Joe Bailey Edwards, Janet Fry, Judy Morris, Winnie Cochran, Eugenia Roach, Weempe Cochran, Frank McCook, Owen McCook, Darla Cargile and Debby Handlin. Motion carried unanimously.

IN THE MATTER OF
TRANSFER RADIO TO
CONSTABLE, PRECINCT #1

Motion was made by Commissioner Carl R. Ferrell and seconded by Commissioner Mike Fields to transfer a radio from former Constable, J. T. Thomas, to the Constable of Precinct #1, Cecil Underwood. Motion carried unanimously.

IN THE MATTER OF
APPROVAL OF RESOLUTION AND
CONTRACT WITH ARK - TEX COUNCIL
OF GOVERNMENT

Motion was made by Commissioner Mike Fields and seconded by Commissioner Mike Price approving resolution and contract with the Ark - Tex Council of Government. Motion carried unanimously.



Titus County Commissioners' Court
Mt. Pleasant, Texas

RESOLUTION

WHEREAS, certain funds have become available through the Ark-Tex Council of Governments by a grant from the Criminal Justice Division for use in the purchase of juvenile services; and,

WHEREAS, these funds in the amount of approximately \$4,279.00 may be available for use in Morris and Titus Counties; and,

WHEREAS, Titus County has been requested to assume the financial responsibility of requisitioning and disbursing these funds; NOW THEREFORE, BE IT

RESOLVED, that the Commissioners' Court of Titus County agree to assume the financial responsibility of requisitioning and disbursing these funds; AND BE IT FURTHER

RESOLVED, that said Commissioners' Court approves the agreement between Ark-Tex Council of Governments and Titus County and has authorized the County Judge to sign this agreement for Titus County.

APPROVED: This the 9th day of January, 1989 by the Commissioners' Court, Titus County, Texas.

Alford L. Flanagan
ALFORD L. FLANAGAN, COUNTY JUDGE

Mike Linn
COMMISSIONER, PRECINCT I

J.W. Towell Jr.
COMMISSIONER, PRECINCT III

Mike Fields
COMMISSIONER, PRECINCT II

Carl Linn
COMMISSIONER, PRECINCT IV

CONTRACT BETWEEN
ARK-TEX COUNCIL OF GOVERNMENTS
AND
THE COUNTY OF TITUS, TEXAS

This agreement entered into as of this 1st day of January, 1989, by and between the County of Titus, Texas, hereinafter called the COUNTY, and the Ark-Tex Council of Governments, hereinafter called ATCOG.

WITNESSETH THAT:

WHEREAS, the ATCOG is a Regional Planning Commission as described in Article 1011 V.A.C.S. and, whereas, ATCOG has been awarded a grant through the Office of the Governor, State of Texas for the provision of purchasing juvenile services under Grant JA-88-C03-2196.

Now, therefore:

1.
SCOPE OF SERVICES

The scope and coverage of the services to be provided by the COUNTY under this contract are described and included in Attachment A, which is hereby incorporated in this agreement in its entirety by specific reference. Any such change, modification or amendment to, or renewal of, are not effective until approved by ATCOG. Such changes, modifications, amendments or renewal thereof, together with any approved amendment(s) as maintained on file by ATCOG, will be considered to be the controlling instruments in case any dispute arises relative to the wording any portion of such attachments thereto.

2.
PERFORMANCE PERIOD

The services of the COUNTY under this contract are to commence as soon as practicable after the execution of this contract, and shall be undertaken and completed by December 31, 1989, unless an extension of time is given by ATCOG.

3.
PERSONNEL

The COUNTY represents that it has or will secure, and agrees to furnish, personnel with the professional classification, skill, and expertise required to perform the Scope of Services as described. Additionally, the COUNTY will assume responsibility for that work described in Paragraph 1, Scope of Services, and will provide all necessary supervision and coordination of activities that may be required to complete its requirements subject to the approval and concurrence required from the ATCOG.

4.
COMPENSATION

The ATCOG agrees to pay the COUNTY compensation for the described services, a sum not to exceed Four Thousand Two Hundred and Seventy-nine Dollars (\$4,279.00). This amount shall constitute full and complete compensation for the services purchased under this contract.

Said compensation shall be contingent upon the availability of funds specifically provided ATCOG by the Office of the Governor, Chief Counsel and Criminal Justice for services described in Paragraph 1, Scope of Services.

The COUNTY shall submit the following when requesting reimbursement:

1. ATCOG purchase voucher, properly executed, (Exhibit A).
2. Copy of service providers request for payment.
3. Executed certification of Juvenile Services Purchased Form, (Exhibit B).
4. Copy of COUNTY'S contract with service provider, if not previously submitted.

**5.
TRANSFER OF INTEREST**

The COUNTY shall not assign any interest in this agreement and shall not transfer any interest in the same (whether by assignment or novation); without prior written consent of ATCOG thereto.

**6.
PROVISION FOR TERMINATION**

Either of the parties shall have the right to terminate and bring to an end all performances to be rendered under this contract by notifying the other party in writing of such termination at least thirty (30) days prior to the effective date of termination. Upon termination or receipt of notice to terminate, ATCOG shall cancel, withdraw or terminate any outstanding orders or subcontracts which relate to the performance of this contract, and shall cease to incur costs hereunder. ATCOG shall not be liable to COUNTY or its creditors for expenses incurred after the termination date.

The ATCOG reserves the right to unilaterally withdraw upon notification any or all funds obligated under this contract for any of the following reasons:

- A. Failure of the COUNTY to comply with any terms of this contract;
- B. Failure of the COUNTY to comply with applicable local, state, and/or federal laws, amendments, rules or regulations;
- C. Failure of the COUNTY to comply with the following Financial Provisions:
 1. Any money under this agreement unspent or unobligated in the performance of this contract must be returned to ATCOG.
 2. Financial (expenditure) justification shall include a statement of each financial transaction directed to each separate line item.
 3. Expenditures shall not exceed such rate or amounts that have been set forth in the 1989 Criminal Justice Plan for Texas, Maximum Rate Schedule (Attachment E).
- D. Withdrawal for any reason of financial support of funding from the Office of the Governor.

**7.
SUB-CONTRACTORS**

The services to be rendered by the COUNTY shall not be subcontracted without prior written approval of ATCOG's authorized representative. Such requests shall contain full detailed justification, including but not limited to:

1. Identification of the Subcontractor;
2. The work or services to be contracted;
3. Subcontract document shall be properly filled out and signed.

8.
ACCESSIBILITY OF RECORDS

The COUNTY shall give the Office of the Governor and ATCOG and/or any other authorized representatives, access to and right to examine and reproduce all records, books, papers or documents relating to this agreement.

9.
RULES OF GOVERNING ENTITIES

This contract shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, the State of Texas, or any governmental body or agency having lawful jurisdiction or the authorized representative of any of them. Applicable rules and regulations are identified in Special Provisions and Assurances of this contract. Reference herein to particular rules, regulations and laws of governmental bodies or agencies having lawful jurisdiction shall not be considered restrictive of the applicability of any other rules, regulations or laws applicable to this contract or the subject matter contained herein.

10.
RETENTION OF RECORDS

COUNTY agrees to retain all books, documents, reports, accounting procedures, and other records, pertaining to the operation of programs and expenditures of funds under this contract for three (3) years from the date of final resolution of audit under this contract unless a different period is expressly specified elsewhere under this contract.

11.
ATCOG INDEMNITY

COUNTY shall indemnify ATCOG against loss or damage (including attorney's fees and cost of litigation) caused by COUNTY's acts or omission, theft by COUNTY's employees or the negligent acts of COUNTY's agents. COUNTY shall defend any suit against ATCOG alleging personal injury or property damage out of services provided under this contract. In the event of a suite being filed, COUNTY shall promptly forward to ATCOG all papers in connection therewith. In any litigation, ATCOG shall not incur any expense of settlement without COUNTY's consent. If COUNTY neglects to defend any such suit, ATCOG may defend, adjust, or settle such claims, and such costs (including attorney's fees) shall be charged to COUNTY.

12.
INDEPENDENT CONTRACTOR

In performance of obligations under this contract, the COUNTY shall act as an independent contractor and not as an agent, representative or employee of ATCOG. No employee, agent or representative of COUNTY shall be considered an employee of ATCOG nor be eligible for any benefits, rights or privileges accorded to ATCOG.

13.
FORCE MAJEURE

To the extent that either party to this contract shall be wholly or partially prevented from the performance within the term of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, invasion, insurrection, accident, order of court, Judge, or civil authority, an act of God, or any cause reasonably beyond

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the party's control and not attributable to its neglect, then in such event the time for the performance of such obligations or duty shall be suspended until such disability to perform is removed.

COUNTY OF TITUS

ARK-TEX COUNCIL OF GOVERNMENTS

By: Arthur L. Hargis

By: James D. Goerke

Title: County Judge

Title: Executive Director

Date: 1-9-84

Date: 01-01-89

**ATTACHMENT A
SCOPE OF SERVICES**

By means of this contract the Ark-Tex Council of Governments shall reimburse the COUNTY for juvenile services purchased which are identified in the 1989 CRIMINAL JUSTICE PLAN FOR TEXAS, which is hereby incorporated in this agreement in its entirety by specific reference. These funds shall be utilized by the COUNTY to assist in compliance with the Juvenile Justice and Delinquency Prevention Act as required by federal mandate, not to exceed the maximum rate schedule (Attachment E).

The COUNTY shall utilize funds allocated through this contract within the Counties of Titus and Morris.

ATTACHMENT B
SPECIAL CONDITIONS

The COUNTY hereby assures and certifies that:

1. It possess legal authority to enter into this contract; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the contract and to provide such additional information as may be required.
2. The Uniform Grant and Contract Management Standards (UGCMS), Article 4413, Section 32g, V.T.C.S., will apply as terms and conditions of this contract, and the standards are adopted by reference in their entirety, with the exception of Attachment P, A-102, Audit Requirements. Audits shall be in compliance with OMB Circular A-128, Audits of State and Local Governments. If there is a conflict between the provisions of this contract and UGCMS, the provisions of UGCMS will prevail unless expressly stated otherwise.

UGCMS contains requirements in OMB Circulars No. A-102 and A-87 that pass-through with state and federal monies which are hereby adopted when applicable, including but not limited to:

1. allowable costs in applicable Cost Principles, A-87;
2. financial management standards, A-102, Attachment G; and
3. procurement, A-102, Attachment O.

In addition, A-102, Attachment O, sets out provisions that must be in all contracts. Those provisions are hereby adopted when applicable, and include but are not limited to: record access and retention; Equal Employment Opportunity; environmental and energy protection laws and regulations.

COUNTY will comply with the requirements as set forth in Treasury Circular 1075 (31 CFR Part 205).

3. It will comply with the mandates of the Juvenile Justice and Delinquency Prevention Act.
4. No person in the United States shall on the grounds of race, creed, color, handicap, age, ability to pay, sex, or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract. The parties will comply with the regulations promulgated by the Secretary of DHHS, with the approval of the President of the United States, pursuant to 45 CFR Parts 80, 81, 84, and 90. In addition, COUNTY shall comply with the provisions of the Rehabilitation Act of 1973, Public Law 93-112, Section 504, which ensures that no individual "shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination in this program."
5. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC, 200d) prohibiting employment discrimination. Discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

6. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 197 (P.L.. 91-046) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
7. It will comply with the provisions of the Hatch Act which limits the political activity of employees.
8. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.
9. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
10. It will the grantor agency or the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the contract.
11. It will comply with all requirements of the Civil Rights Act of 1964. The COUNTY will be encouraged to utilize small businesses, and minority suppliers and services, and to purchase materials and supplies of United States origin for use in the completion of this contract.
12. It will advertise annually through a competitive procurement process for qualified services providers, and document criteria utilized to select service providers.
13. It will not utilize the funds from this contract to supplant any state or local funds budgeted for the purchase of juvenile services.

ATTACHMENT F
COOPERATIVE AGREEMENT BETWEEN
TITUS AND MORRIS
COUNTIES

The Counties of Titus and Morris agree to allow the Purchase of Juvenile Services funds allocated to the counties by the Ark-Tex Council of Governments, grant JA-88-C03-2196, to be contracted with and administered by Titus County. The Counties agree to allow Titus County to utilize the funds on behalf of Titus and Morris Counties for reimbursement of Juvenile services purchased in accordance with the 1989 Criminal Justice Plan.

AC J. L. L. H. H. H.
County Judge, Titus County

Ronald H. H. H.
County Judge, Morris County

DATE: 1-9-89

DATE: 1/18/89

IN THE MATTER OF
DELINQUENT TAX
ATTORNEY AND CONTRACT

Motion was made by Commissioner Carl R. Ferrell and seconded by Commissioner Mike Price re-appointing Taylor & Taylor, Attorneys, delinquent tax attorney and approving the contract with that firm. Motion carried unanimously.

CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES

THE STATE OF TEXAS §
COUNTY OF TITUS §

THIS CONTRACT is made and entered into by and between TITUS COUNTY, TEXAS, acting herein by and through its governing body, hereinafter called FIRST PARTY, and HARRY W. TAYLOR, Attorney, hereinafter styled SECOND PARTY.

-1-

First Party agrees to employ and does hereby employ Second Party to enforce by suit or otherwise the collection of all delinquent taxes, penalty and interest owing to the County of Titus, Titus County Fresh Water District, Titus County Memorial Hospital and Northeast Texas Community College, provided current year taxes falling delinquent within the period of this contract shall become subject to its terms on the first day of July of the year in which the same shall become delinquent except that suits resolved before the first day of July must include current year delinquent taxes.

-2-

Second Party is to call to the attention of the collector or other officials any errors, double assessments or other discrepancies coming under his observation during the progress of the work, and is to intervene on behalf of First Party in all suits for taxes hereafter filed by any taxing unit on property located within its corporate limits.

-3-

First Party agrees to make tax records available to Second Party on all property within the taxing jurisdiction. Second Party will furnish forms for said statements on request and will assume responsibility for having penalty and interest computed on statements before such statements are mailed to property owners at Second Party's expense.

-4-

Second Party agrees to file suit on and reduce to judgment and sale of any property located within the county against which a tax lien would prevail provided First Party will furnish the necessary data and information as to the name, identity and location of the necessary parties, and legal description of

the property to be sold. Second Party agrees to sue for recovery of the costs as court costs as provided by Tex. Prop. Tax Code §33.46 (Vernon 1979).

-5-

First Party agrees to pay to Second Party as compensation for services required hereunder ten (10%) percent of the amount collected of all delinquent taxes, penalty and interest of the years covered by this contract, actually collected and paid to the collector of taxes during the term of this contract as and when collected. All compensation above provided for shall become the property of the Second Party at the time payment of taxes, penalty and interest is made to the collector. The collector shall pay over said funds MONTHLY by check.

-6-

This contract is drawn to cover a period of 24 months beginning January 1, 1989 and ending December 31, 1990, provided however that Second Party shall have an additional six months to reduce to judgment all suits filed prior to the date last mentioned, and provided however that Second Party shall handle to conclusion all suits in which trial court judgments are obtained during the period of this contract and which are appealed by any party. To remain effective, this contract must be ratified by any subsequent governing body of First Party within the contract period. In consideration of the terms and compensation herein stated, Second Party hereby accepts said employment and undertakes the performance of this contract as above written and in accordance with the attached guidelines made a part of this contract for all purposes. First Party shall have the right to sooner terminate this contract for cause, giving thirty (30) days written notice of such intention, with a statement of the cause or reasons for such termination, after giving Second Party a reasonable opportunity of explaining or rectifying the same. In case of such termination, Second Party shall be entitled to receive and retain all compensation due up to the date of said termination.

-7-

This contract is executed on behalf of First Party by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes.

WITNESS the signature of all parties hereto in duplicate originals, this the 20th day of January, 1989.

TITUS COUNTY COMMISSIONERS COURT

BY: Alfred R. Hanger
COUNTY JUDGE

Harry W. Taylor
HARRY W. TAYLOR
Attorney at Law
P. O. Box 1212
Mt. Pleasant, Tx. 75455

- 1) Tax attorney will send out notices covering all years delinquent on each piece of property four times a year with penalty and interest and delinquent tax attorney's fees. These notices are to be sent in January, April, July and October of each year. All expenses of said mailing shall be borne by the delinquent tax attorney. The county tax office shall be notified each time notices are sent and the number sent. The notices will also show that the delinquent taxes will be paid to the County Tax Assessor/Collector at the Titus County Courthouse, Mt. Pleasant, Texas.
- 2) Tax attorney will prepare a complete delinquent tax roll every six months covering all delinquent years showing county, college, water, hospital and school amount separately with penalty and interest, and delinquent tax attorney's fee, and a grand total for each piece of property. Each piece of property is to be listed by legal description with account number. County tax office will advise the delinquent tax attorney's office of address changes or mistakes in the delinquent tax roll. If too many mistakes are in the delinquent tax roll, county tax office expects a corrected tax roll within 30 days. If a correction of the tax roll is necessary, it will be provided within 30 days after written request.
- 3) Tax attorney will make a title search at their expense on all suits filed. Tax attorney will file bankruptcy claims as tax office is notified. Tax office agrees to notify the tax attorney of the bankruptcy in timely fashion. Tax attorney will protect county's interest at all stages of bankruptcy proceedings. The delinquent tax attorney will be responsible for obtaining his delinquent tax information. No work on delinquent taxes will be done by the staff of the tax assessor office other than to collect delinquent taxes. Tax office agrees to cooperate with delinquent tax attorney in obtaining information. Tax attorney agrees to file suits and interventions in a timely fashion. Copies of suits shall be furnished to the county tax office within ten days of date filed. The county tax office will be notified when any statement is returned to the delinquent tax attorney because of a wrong address. Each month tax attorney is to remove accounts from the computer that county tax office lists as being paid. The delinquent tax attorney will return the list that the county tax office has provided him on those who have paid the delinquent taxes. Tax attorney will furnish county tax office with a copy of pre-suit demand letter as to whom they were sent. Tax attorney will check assumed name records in the county clerk's office for personal property for delinquent notices.

IN THE MATTER OF
ADJOURNMENT

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by
Commissioner Carl R. Ferrell to adjourn. Motion carried unanimously.
