

**COMMISSIONERS' COURT  
SPECIAL MEETING  
NOVEMBER 22, 1993**

**BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT** met in *Special Session* on Monday, November 22, 1993 in the Titus County Courtroom with the following members present:

ALFORD L. FLANAGAN	COUNTY JUDGE
MIKE PRICE	COMMISSIONER PRECINCT 1
MIKE FIELDS	COMMISSIONER PRECINCT 2
J. W. TERRELL, JR.	COMMISSIONER PRECINCT 3
THOMAS E. HOCKADAY	COMMISSIONER PRECINCT 4
SHELIA D. PRICE	COUNTY CLERK

**ABSENT: NONE**

**PUBLIC AND COUNTY OFFICIALS ATTENDING THE MEETING:**

L. D. LAWLER	FRANK LEE
EDDIE PERRITT	MIKE HALL
NITA MORROW	BOBBY PALMER
SHELLY PLACKER	JIM WHITHAM

JOHN MOSS- SHERIFF  
THOMAS P. GRESHAM- CONSTABLE PRECINCT 1  
CARL JOHNSON-AUDITOR

**IN THE MATTER OF  
APPROVING LEASE AGREEMENT  
WITH L. D. LAWLER**

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner J. W. Terrell, Jr. approving a lease agreement with L. D. Lawler and Titus County for 5 years at \$3,039.00 per monthly, starting January 1, 1994 and ending December 31, 1998. Motion carried unanimously.  
*SEE ATTACHMENT "A"*

IN THE MATTER OF  
DISCUSSION ON ON-SITE  
SEWAGE DISPOSAL

The City of Mt. Pleasant has found their agreement with the Titus County Commissioners' Court for On-Site Sewage Disposal Inspections as a burden on the City, based on the large number of inspections done each year.

The court expressed concern with taking over the inspections.

Commissioner, Mike Fields suggested trying find a qualified person with which the county could contract out the inspections. The Court expressed a desire to resolve this matter with the City prior to January 1994. The Commissioners' Court was in agreement to temporarily table this matter.

IN THE MATTER OF  
APPROVING EXPENDITURE OF  
DRUG FORFEITURE FUNDS FOR  
CAR TELEPHONE FOR DPS

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Thomas E. Hockaday to approve expenditure of Drug Forfeiture Funds in the amount of \$350.00 for Department of Public Safety Officer, Bruce Gatlin for a car telephone. Purchase to be made from Elliott Motors. Motion carried unanimously. *SEE ATTACHMENT "B"*

IN THE MATTER OF  
APPROVING PROFESSIONAL SERVICES  
AGREEMENT BETWEEN TITUS COUNTY  
AND TITUS COUNTY MEMORIAL HOSPITAL

A discussion was held on the proposed agreement with Titus County Memorial Hospital and Titus County for medical care for inmates of the County Jail. The agreement would allow a Physician's Assistant to examine inmates on a weekly basis for preventative (vs. emergency) treatment at a cost of \$1,000.00 per month. The agreement set out a 4 hour period each week in which a Physician's Assistant would come to the jail and provide

care. All over time would be billed by half hour at \$75.00 per hour. This care would become effective as of December 1, 1993 and continue for a term of one year with an option to terminate with a 30 day written notice by either party. Thursday of each week was set aside as the day the Physician's Assistant would come to the county jail for this care. The Commissioners' Court was liked the agreement, except for Paragraph VII, which they requested by changed.

Motion was made by Commissioner Mike Price and seconded by Commissioner Thomas E. Hockaday to approve this agreement with the Titus County Memorial Hospital with the exception of Paragraph VII. Motion carried unanimously. *SEE ATTACHMENT "C"*

IN THE MATTER OF  
RESOLUTION DESIGNATING RESPONSIBILITY  
OF TRANSPORTING JUVENILE OFFENDERS

A resolution was presented to the court by Ronnie Hardin, Juvenile Probation Officer, to designate the Sheriff's Department as the primary transporter of violent juvenile offenders, with non-violent offenders to be transported by the Juvenile Probation Officer.

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner J. W. Terrell, Jr. to approve the Resolution designating the Sheriff's Office as transporter of violent juvenile offenders. Motion carried unanimously.

IN THE MATTER OF  
MCI LONG DISTANCE SERVICE

Shelly Placker, representative for MCI Telephone Company, presented a "Preferred" telephone proposal. Her proposal included discounts that would go in to effect immediately upon signing up, an included : 20% reduction in cost for Business Associates Program offices, 100% money back guarantee, two months of free long distance service within the 903 area code, with all other long distance services at existing cost, and without loss of quality of services. MCI anticipates a smooth change-over if county changes over.

Judge, Alford L. Flanagan recommended this issue be tabled in order to discuss the matter with other counties now on MCI.

IN THE MATTER OF  
SOUTHWESTERN BELL TELEPHONE COMPANY  
BURYING CABLE ALONG SW 34B, PRECINCT 2

Motion was made by Commissioner Mike Fields and seconded by Commissioner J. W. Terrell, Jr. to approve Southwestern Bell Telephone's request to bury cable along SW 34B in Precinct 2. Motion carried unanimously. *SEE ATTACHMENT "E"*

IN THE MATTER OF  
BUDGET AMENDMENTS

No action was taken.

IN THE MATTER OF  
APPROVING THE SIGNING OF PAY ORDERS  
AND PAYING BILLS

Motion was made by Commissioner Mike Price and seconded by Commissioner J. W. Terrell, Jr. to approve signing pay orders and paying bills. Motion carried unanimously.

IN THE MATTER OF  
APPROVING REPORTS OF  
COUNTY OFFICIALS



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Motion was made by Commissioner Mike Fields and seconded by Commissioner Thomas E. Hockaday to approve the reports of county officials. Motion carried unanimously.

IN THE MATTER OF  
ADJOURNMENT

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Thomas E. Hockaday to adjourn. Motion carried unanimously.

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## ATTACHMENT "A"

THE STATE OF TEXAS    |  
COUNTY OF TITUS       |

KNOW ALL MEN BY THESE PRESENTS:

That I, L. D. LAWLER, of Titus County, Texas, hereinafter called Lessor, for the purposes and considerations and upon the terms hereinafter stated, do lease and let unto TITUS COUNTY of Titus County, Texas, hereinafter called Lessee, the following described property, to-wit:

All that certain lot, tract or parcel of land situated in Mt. Pleasant, Titus County, Texas, and described as 1300 West Sixteenth St., Mt. Pleasant, Texas, and the building located thereon, containing 3852 square feet of internal office space;

together with all buildings and fixtures located thereon.

The purposes, considerations and terms of this lease are as follows:

-1-

The term of said lease is for a period of five (5) years beginning January 1, 1994, and ending December 31, 1998; and, at the termination of said lease, the Lessee agrees to peaceably surrender said premises to Lessor, his heirs or assigns, unless Lessee exercises the options contained herein and the following paragraphs.

-2-

The consideration for said lease is \$182,340.00 (\$3039.00 per month) payable in 60 monthly installments of \$3039.00 each with the first installment due and payable on or before January 1, 1994, and each successive installment due on or before the first day of each month thereafter. Said rental payments are payable to Lessor at Mt. Pleasant, Titus County, Texas.

-3-

Lessor hereby grants to Lessee an option to release the premises at the end of the original lease term for up to five consecutive terms of 60 months each under the same terms and conditions as the original lease. Notice of Lessee's intent to exercise said option must be given at least one hundred eighty (180) days prior to the termination of the original lease term.

-4-

Lessee shall sublet the leased premises to the State of Texas under a standard State Lease, a copy of which is attached hereto, and Lessor hereby consents to said subletting and to the terms of State Lease. If, for any reason, the State of Texas terminates its lease with Lessee, Lessor consents to the termination of this lease without penalty. In the conducting of their business, Lessee shall obey all laws of the United States and the State of Texas, and all ordinances of the City of Mt. Pleasant, Titus County, Texas.

-5-

Lessee shall build no fences or structures of any type upon the leased premises save and except with the consent of Lessor, nor shall they plant or cause to be planted any hedges of any type and character. Lessee shall not permit any rubbish, cans or trash of any kind to accumulate upon the leased premises, and shall keep those areas covered with grass mowed at all times.

-6-

Lessee shall make no changes, either inside or outside, to the said building, nor make any additions thereon, save and except with the consent of Lessor, and any changes or additions made to said building shall be and become the property of Lessor. Lessee may not remove any fixtures or appurtenances presently located on the leased premises or attached to the building.

-7-

Lessee shall have the responsibility for making all repairs of any type to the interior of said building, caused by the negligence of Lessee. Lessor shall be responsible only for repairs to the exterior of the building, unless damage was caused through the negligence of Lessee or Lessee's guests.

-8-

Lessee may not sublease or sublet all or any part of the land described above, nor the buildings located thereon, except to the State of Texas, unless the party to whom a sublease is granted is approved by the Lessor. Lessee may not assign this lease without the express written consent of Lessor.

-9-

Lessor may carry such insurance upon the buildings located upon the leased premises as he desires, and in the event of a partial loss or destruction of the buildings, should the repairs thereon be of such nature that Lessee can not conduct his business during the repairing, the Lessee shall not be charged with any rent during such time as he can not conduct his business and the term of the lease and rental payments shall be extended to the extent of the time required for such repairs. In the event of total destruction of said building from any cause whatsoever, it shall be at the option of Lessor as to whether or not the same shall be rebuilt and in the event he elects not to rebuild the same, this lease contract shall be void, and the rights of all parties hereunder terminated, and Lessee shall not be required to pay the remaining part of the consideration herefor. In the event Lessor elects to rebuild said building, Lessee shall not be required to pay any rent during the period of rebuilding, and the term of the lease and rental payments shall be extended for the length of time required to rebuild the buildings.

-10-

In the event of bankruptcy, either voluntarily or involuntarily, on the part of Lessee, the said lease shall terminate upon the filing of the original petition for Bankrupt Court and all rights of Lessee hereunder shall be of no further force and effect. Lessee, during the term hereof, shall not make any assignment for the benefit of creditors, nor permit any execution or legal writ to be levied upon the leased premises or any property which Lessee may place on the leased premises; and in the event such assignment is made or legal writ levied, the Lessor may declare the lease terminated and all rights of Lessee forfeited and fully ended.

-11-

This lease shall be binding upon the heirs, representatives and assigns of the parties hereto. Any violation of the provisions hereof on the part of Lessee, his heirs or assigns shall, at the option of Lessor, terminate the aforesaid lease.

WITNESS OUR HANDS this the 22<sup>nd</sup> day of November, 1993.

L. D. Lawler  
L. D. LAWLER, Lessor

ACCEPTED BY:

TITUS COUNTY, Lessee

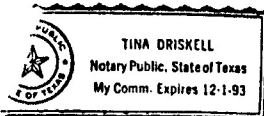
BY: Alford L. Flanagan  
Alford Flanagan, County Judge

THE STATE OF TEXAS §

COUNTY OF TITUS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared L. D. LAWLER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 32 day of November, 1993.



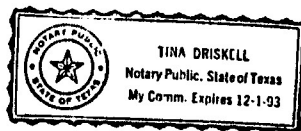
Tina Driskell  
NOTARY PUBLIC in and for  
The State of T E X A S

THE STATE OF TEXAS §

COUNTY OF TITUS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared ALFORD FLANAGAN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the County of Titus for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 32 day of November, 1993.



Tina Driskell  
NOTARY PUBLIC in and for  
The State of T E X A S



General Services Commission

1711 San Jacinto P.O. Box 13047  
Austin, Texas 78711-3047

CHAIRMAN  
RONALD KIRK  
COMMISSIONERS  
ROBERT E. DAVIS  
OFELIA DE LOS SANTOS  
PARKER C. FOLSE, III  
RAMIRO "RAM" GUZMAN  
BETTY MCKOOL  
EXECUTIVE DIRECTOR  
JOHN POULAND

November 9, 1993

NOTICE OF ACCEPTANCE  
NEGOTIATED CONTRACT

Re: Lease 682-8462-E4C-MT. PLEASANT  
Period: 1/1/94 through 12/31/98  
Building Description

Titus County  
Titus County Courthouse  
100 W. First St., Suite 200  
Mt. Pleasant, Texas 75455

N/A  
1300 WEST 16TH STREET

MT. PLEASANT, TITUS COUNTY, TEXAS 75455

Attn: The Honorable Alford L. Flanagan  
County Judge

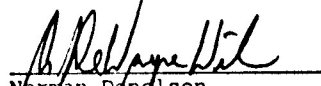
Dear Judge Flanagan:

The General Services Commission, acting as Lessee for space leased by the State of Texas, expresses its appreciation for your offer of space provided by Titus County to the Terrell State Hospital.

The formal contract, enclosed herewith, when signed and returned by you and received by this office, shall confirm the total terms and conditions of the contract between Titus County and the State of Texas.

The terms of this contract may be changed only by written agreement between Lessee and Lessor.

Respectfully,

  
Norman Donelson  
State Lease Officer

ND:GDD:mjw

Enclosures (2)

cc: Mr. David Landrum, Terrell State Hospital

Printed on Recycled Paper

ADMINISTRATION (512) 463-3446  
OFFICE OF GENERAL COUNSEL (512) 463-3583  
TELECOMMUNICATIONS SERVICES (512) 463-3449  
INTER GOVERNMENTAL PROGRAMS (512) 463-3438  
STATE ENERGY CONSERVATION OFFICE (512) 463-3911

An Equal Opportunity Employer

PURCHASING (512) 463-3445  
SUPPORT SERVICES (512) 463-3402  
INTER-AGENCY SERVICES (512) 463-3557  
BUILDING & MAINTENANCE (512) 463-3542  
DESIGN, CONSTRUCTION & LEASING (512) 463-3222

## 5. GENERAL TERMS AND CONDITIONS

(a) Lessor further agrees that should the Lessee request additional space during the term of this lease, Lessor may furnish such space as is requested by the Lessee, if available, adjacent to space covered by this lease at a rental not more than the monthly cost per square foot shown in paragraph 3 above, and to be concurrent with the balance of the period covered by this lease. If it is determined by the Commission that market conditions have changed since the start of this lease, or the start of any option period currently in effect, the monthly cost per square foot applicable to the space to be added may be adjusted to reflect present market conditions as agreed to by the Lessor and Lessee. The Lessor shall also furnish any and all services provided in this lease. The lease of additional space shall not be valid, however, unless evidenced in writing and signed by both parties.

(b) Lessor covenants and agrees to pay all taxes of whatever nature, levied and assessed and to be levied or assessed, on or against the leased property and improvements during the term of the lease; and to keep the leased premises, property and buildings in good repair and condition during the continuance of the term of this lease, said maintenance to include, but is not limited to, the following services:

Repair and patch wall, ceiling and floor surfaces; painting as needed; replacement of broken window glass; repair of window shades, blinds and/or drapes, fasteners and sash cord or chains; roof and ceiling leaks; building exterior, interior; plumbing, heating, air conditioning and ventilating equipment; fire protection equipment; miscellaneous valves; woodwork, locks, floor surface and coverings; lighting fixtures, and the replacement of all defective or burned-out light bulbs, fluorescent tubes, ballasts and starters.

(c) It is further understood and agreed that if the Lessor does not maintain the premises and all appurtenances thereto, as heretofore specified, in reasonably good repair, reasonable wear and tear excepted, the Lessee shall notify the Lessor in writing in reference thereto by registered mail. If, within thirty (30) days after such notice has been mailed to the Lessor, said Lessor fails to take steps to remedy the grievances specified, the Lessee may take such actions in accordance with paragraph 5(n) below.

(d) Lessor hereby covenants and agrees that hereafter and during the term of this lease, it will not rent, lease or otherwise furnish space in this or any adjacent buildings under its control to any enterprise which, in the usual exercise of its business, could be expected to create noise or odors injurious or disruptive to Lessee's normal governmental activity.

(e) Lessor further covenants that it has good and sufficient title to the said premises, and has full power and authority to execute this lease and to place Lessee in possession of the premises in full satisfaction of and compliance with the terms and conditions herein. Lessor also agrees that it will not attempt to impose upon Lessee any requirements of other legal instruments related to these premises not referred to herein or made a part hereof. Lessor warrants and defends unto Lessee against the claims of all persons to the leasehold interests of the Lessee. Any person or entity executing this lease as agent for the Lessor shall attach to this lease sufficient evidence or authority to act in the capacity shown.

(f) Lessor warrants that the operation of the Lessee on the demised premises is not in violation of any city ordinance or statute or any restriction imposed against the demised premises and that said Lessor will indemnify said Lessee for any direct or indirect loss sustained by Lessee as a result of the existence of such restriction, ordinance or statute.

(g) Lessor hereby covenants and agrees that the Lessee may bring on to the leased premises any and all equipment and improvements reasonably necessary for the efficient exercise of Lessee's governmental responsibilities. Any and all improvements which may have been made by the Lessee as shall be agreed to and adopted by the parties hereto shall become the property of the Lessee.

(h) Any signs necessary to indicate Lessee's name, location and governmental purpose shall be prepared and installed in accord with Lessor's applicable rules and regulations and in keeping with building decor. Any special requirements of Lessee contrary to the above must be stated in the advertised specifications and made a part of this lease.

(i) On termination of this lease, by lapse of time or otherwise, Lessee may, within a reasonable time thereafter, at its option and expense, remove from said premises any and all improvements, equipment, appliances or other property placed or owned by it thereon; and shall deliver up said premises and property to Lessor in as good order and condition as they now are, or may be put by the Lessor; provided, however, that reasonable use, ordinary wear and tear, depreciation, damages, or destruction by fire or the elements or unavoidable casualty and repairs, and replacements, for which the Lessor is obligated, are excepted.

(j) If during the term of this lease, said premises, or any portion thereof, shall be condemned for any public purpose, either party hereto shall have the option of terminating and cancelling this lease upon thirty (30) days notice to the other party of its election so to do.

(k) It is mutually agreed between the Lessor and the Lessee that if said building and premises shall, during the term of this lease or previous thereto, be slightly damaged by fire or any other cause or causes, the same shall be promptly repaired by the Lessor. During the time of such repair, if the space cannot be fully utilized by Lessee, lease payments due hereunder shall be either reduced or withheld in accord with the degree of non-use. But, if said building and premises be so damaged as to render said premises unfit for occupancy, then, and from the date of such damage, this lease shall cease and be void; and rent and other obligations hereunder shall be due and payable only to the date of such damage. If the Lessor has available under his control space which will meet Lessee's needs and offers same to Lessee, the Lessee may at its option, occupy that space under the same terms and conditions of this lease.

(l) Lessee reserves the right to assign any agency of State government to occupy all or any part of the space described herein, but covenants and agrees that it will not assign or sublet all or any part of the leased premises to any private parties (persons or corporations).

(m) In the event Lessee shall be in default in the payment of rentals or other charges hereunder or shall otherwise breach its covenants or obligations hereunder, and shall be and remain in default for a period of thirty (30) days after written notice from Lessor to it of such default, Lessor shall have the right and privilege of terminating this lease and declaring the same at an end, and of entering upon and taking possession of said premises, and shall have the remedies now or hereafter provided by law for recovery of rent, repossession of the premises and damages occasioned by such default.

(n) In the event Lessor shall breach or be in default in the performance of any of the covenants or obligations imposed upon Lessor by this lease, and shall remain in default for a period of thirty (30) days after written notice from Lessee to it of such default, Lessee shall have the right and privilege of terminating this lease and declaring the same at an end, and shall have the remedies now or hereafter provided by law for recovery of damages occasioned by such default. In lieu of a formal declaration of default and resulting termination as provided above, and in special cases urged by the occupying state agency, the Lessee may withhold payment of rent from Lessor, until such time as the



08-04-002  
593THE STATE OF TEXAS )  
COUNTY OF TRAVIS )RE: LEASE NO. 682-8462-E4C  
MT. PLEASANT

## STATE LEASE

## 1. PARTIES

This Agreement is made and entered into this 9th day of NOVEMBER, 1993, by and between(a) LESSOR, TITUS COUNTY  
of TITUS County, Texas, and  
(b) LESSEE, STATE OF TEXAS

## 2. PROPERTY LEASED

Lessor promises, in return for the consideration described herein to be paid by the Lessee and the covenants set out herein to be kept by Lessee, to hereby lease, unto the Lessee, the following described property and premises, to wit:

3,852

square feet of net usable space, located in the

N/A

Building, at

1300 WEST 6th STREET

[street address], in

MT. PLEASANT 75455

[city]

TITUS

County, Texas.

Lessor also promises to furnish any and all requirements related to such property and premises as set out in the Invitation for Bid, the Bidder's response thereto, and the Notice of Award, each of which are incorporated herein by reference and made a part hereof for all purposes.

## 3. MONTHLY RENTAL

The State of Texas agrees to pay Lessor not more than SEE 6 (a) Dollars (\$           ) per month during the term of this lease. (All additions or deletions of net usable space to this lease shall be based upon a charge of            cents per square foot per month.) Lessor agrees to submit monthly statements for rent to the occupying state agency. The monthly rentals provided for herein shall be due and payable by Lessee in advance on the first day of the month for which said rentals are due.

## 4. TERM OF THE LEASE

The term of this lease shall be for 60 months commencing on the 1st day of JANUARY, 1994, and ending on the 31st day of DECEMBER, 1998, unless sooner terminated as hereinafter provided.

(a) The Lessee, at its option, may renew this lease in accord with the terms and conditions of the Invitation for Bid and the specifications contained therein, by advising the Lessor in writing of its intent to do so no later than 30 days prior to the termination date described above in this paragraph. If the Invitation for Bid contained no reference to an option to renew for a specified term, this lease may be renewed once according to the same provisions that were in the original contract for a term not to exceed one year, on agreement of the parties.

(b) This lease contract is made and entered into in accordance with the provisions of Article 601b, Texas Civil Statutes; (T.C.S.), and is made contingent upon the continuation of federally funded programs, or upon the availability of state funds appropriated by the Legislature, to cover the full term and cost of this lease. In the event a curtailment of federally funded programs occurs, or in the event state appropriated funds are unavailable, the General Services Commission, hereinafter referred to as Commission, may assign another State agency to the space, or a part thereof, covered by this lease. Should the Commission be unable to find another State agency or agencies to fill, or partially fill the space, the Commission, upon written notice to the Lessor, either may terminate this lease, or adjust it in accordance with the provisions of this lease.

(c) If the Lessor shall be unable to give possession of the demised premises on the date of commencement of the term hereof by reason of the fact that the premises are located in a building being constructed and which has not been sufficiently completed to make such premises ready for occupancy, or if repairs, alterations, improvements or decorations of the demised premises are not ready for occupancy by the Lessee on the date of commencement of the term hereof, the Lessee may terminate the lease and attempt to secure other lease space in accord with Article 601b, supra. The Lessee may not terminate the lease if the delayed occupancy is the responsibility of the State, or is caused by conditions beyond the Lessor's control such as strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, inclement weather, or any cause beyond the Lessor's control, which constitute a justifiable delay. Should termination occur under this paragraph, the Lessor will be liable in damages for any additional rent the Lessee is required to pay for facilities substantially equal to those bid by the defaulting Lessor. If the Lessee so elects, the Lessee may continue to treat this lease as in force and effect for a period of no more than 120 days after the stated date of commencement. During this time, or for as long as possession does not commence, the rent reserved and covenanted to be paid shall not be paid and Lessor shall be liable for all costs necessary to house the State agency in question during this term. Payment hereunder shall not begin until the possession of the premises is given or the premises are available for full occupancy by the Lessee.

violations have been corrected. If violations of this lease create an emergency situation and threaten the occupying agency's ability to use the premises, the Lessee may correct all or any part of the violations and deduct the cost from rentals due the Lessor. Such extraordinary remedies will only be undertaken in the best interest of the state when a move following termination would be highly disruptive to the occupying agency and detrimental to its statutory functions.

(c) The failure of the Lessee or Lessor to insist in any one or more instances on a strict performance of any of the covenants of this lease shall not be construed as a waiver or relinquishment of such covenants in future instances, but the same shall continue and remain in full force and effect.

(p) This agreement and each and all of its covenants, obligations and conditions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Lessor, and the successor in office of Lessee.

(q) This lease shall be effective as of the date the Commission accepts the bid of Lessor and awards this lease contract to Lessor. All proposals, negotiations, notices, and representations with reference to matters covered by this lease are merged in this instrument and no amendment or modification thereof shall be valid unless evidenced in writing and signed by both parties as identified below.

(r) Lessee covenants and agrees to abide by any and all reasonable rules promulgated by Lessor for the proper operation of the subject demised property and surrounds; provided only that all rules promulgated subsequent to commencement of this lease be submitted to Lessee for consideration and comment at least thirty (30) days prior to implementation.

6. SPECIAL TERMS AND CONDITIONS (shall be listed here, and shall include but not be limited to: mutual cancellation clauses, provisions relating to performance bonds on new construction, special requirements peculiar to the occupying agency, and special requirements or conditions bid by the Lessor and accepted by the Commission prior to its award).

- (a) The County of Titus hereby agrees to pay 10% of the primary lease cost of the space occupied by the State. Rent schedule as follows:

Primary Lease Cost:	\$3,039.00 per month
Less 10%:	- 303.90 per month (County Paid)
Contract Rate:	\$2,735.10 per month (State Paid)

All additions or deletions of net usable space shall be based upon the County of Titus paying 10% of the primary lease cost of said addition or deletion of net usable space.

- (b) The Lessor shall provide and pay for all utilities (except telephone) for the necessary operation of the occupying agency. The Lessor shall provide daily janitorial services.

- (c) Attachments "A" and "B" shall apply and be made a part of Lease Contract 682-8462-E4C-MT. PLEASANT.

LESSOR:

TITUS COUNTY

By: Alford L. Flanagan  
 Signature ALFORD L. FLANAGAN  
 (Please type or print name under signature.)

TITUS COUNTY JUDGE

Title [See 5(e) above]

903 577-6791  
 Area Code Telephone Number

Date: NOVEMBER 15, 1993

LESSEE:

THE STATE OF TEXAS

Acting by and through the

GENERAL SERVICES COMMISSION

By: Norman Donelson  
 Signature NORMAN DONELSON

State Lease Officer

Title

(512) 483-3331  
 Area Code Telephone Number

ATTACHMENT "A"

- (a) Lessor shall provide off-street parking for 30 vehicles, 1 of which must meet handicapped accessibility requirements under the provisions of Article 7, Articles 601b, Vernon's Texas Civil Statutes. Parking must be under direct control of Lessor.
- (b) Upon proper notice of intention to exercise this option and by mutual agreement between Lessee and Lessor at that time, this lease may be renewed up to five (5) time for periods up to 60 months each under the same terms and conditions. Lessee shall give Lessor notice of intention to exercise this option at least 180 days prior to expiration of this lease.
- (c) Lessor shall provide good commercial grade carpet throughout entire space except in the Storage Room and Kitchen Area. These areas shall have commercial grade vinyl composition tile or comparable floor covering. Carpet and tile shall be in new or like-new condition and shall be uniform throughout the lease space. Variation in carpet and tile as to quality, type, or color within the lease space shall not be permitted and Lessee shall have the right to approve carpet and tile color and type. Carpet and tile will be replaced as needed throughout the life of the lease.
- (d) Any exterior windows shall have a method for sun glare protection (i.e., draperies, blinds, etc.) and be clean and in satisfactory working condition.
- (e) All interior walls shall be painted textured sheetrock, wood paneled or equal. Sheetrock walls and trim shall be freshly painted and spot painted as needed.
- (f) Lessor shall provide three (3) rest rooms (one men's and one women's and one unisex), to which Lessee shall have access. Rest rooms shall have hot and cold running water, liquid soap dispensers, paper towel dispensers, and mirrors with at least 18" dimensions. In addition, the women's rest room shall have a sanitary napkin/tampon vending machine and disposal unit. Lessor shall be responsible for stocking the sanitary napkin/tampon vending machine. The rest rooms must be vented to the outside. Rest rooms must meet handicapped accessibility requirements as prescribed in ADAAG and TDLR Standards. Rest rooms are not to be included in the net usable square footage.

- (g) The Conference/Kitchen Area shall have a base cabinet with a heat resistant laminated plastic countertop and a standard size double kitchen sink with hot and cold water. The cabinet is to be approximately 96" long, 24" deep, and 34" high, and is to have two shelves, (including bottom of cabinet) spaced approximately 18" apart. There shall be a wall cabinet approximately 96" long, 12" deep, and 36" high, above the lower cabinet, with an opening above the sink. The upper cabinet is to have three shelves (including bottom of cabinet) spaced approximately 12" apart.
- (h) The Storage Room shall have 80 linear feet of built-in shelving. The shelving shall be floor to ceiling with shelves spaced 12" apart. Shelves shall be 12" deep. Shelving shall be finished out with paint or stain.
- (i) Lessor shall provide 110 volt electrical duplex outlets as follows:
  - (1) A minimum of one on each wall where construction permits in each Office, in the Reception Area, and in the Storage Room. Walls in excess of twenty feet shall have one electrical duplex outlet every ten feet.
  - (2) One every eight feet where construction permits on walls in the Conference Area.
  - (3) Six in the Kitchen area (two above the cabinet countertop, two on one wall, and one on each of the remaining walls).
- (j) Kitchen Area will include outlets for stove (220), refrigerator, and dishwasher.
- (k) TV cable will be pre-wired to 3 locations as designated in Reception Area, Conference Room, and Group Therapy Office.
- (l) Bare wiring or wiring covered by molding carried across open floor will not be permitted without approval of Lessee.
- (m) Lessor shall provide and install all telephone conduit and preparation necessary per telephone company specifications and/or the city building code. Telephone wiring from the telephone equipment room to the telephone instruments shall be provided by the Agency.
- (n) All telephone and electrical conduit shall be hidden between walls or in ceilings.

- (o) Each room and each area shall be have and individual light switch.
- (p) All offices and work areas shall have finished surfaces which include acoustical ceilings and floor-to-ceiling partitions unless otherwise specified or agreeable to Lessee. Broken or water stained acoustical tiles shall be changed out as needed.
- (q) Lessor shall provide extermination service when necessary as determined by Lessee.
- (r) The lease space shall be suitable for use as "office space" and must have such appearance both in the interior and from the exterior of the building.
- (s) Lessee shall have the right to approve the design and quality of workmanship of the lease space (interior and exterior).
- (t) Lessor shall furnish energy efficient exterior lighting as necessary for security.
- (u) If normally provided for other tenants in the building, Lessor shall provide an exterior sign to identify the Lessee's office.
- (v) If Lessee's office is in a building with more than one tenant, Lessor shall provide a directory on the ground floor indicating location of Lessee's office.
- (w) The parking area shall be covered with a hard surface material, i.e., concrete, asphalt paving or comparable with sufficient durability to withstand high volume traffic and all weather conditions. The parking area must have proper drainage to prevent accumulation of water and must be maintained by the Lessor at all times. The parking lot shall be restriped as determined by Lessee. Parking lot must be kept clean by Lessor.
- (x) Lessor shall furnish four (4) ceiling fans. Location of ceiling fans shall be determined by occupying agency.
- (z) Receptionist Area will have a 48" window, and wiring ledge, 12" deep.

- (aa) Rear entrance will have a safety panic bar. The door will open from the inside, but will be locked on the outside.
- (bb) Roof construction shall have gables and an "A" type roof.
- (cc) Sound barrier shall be built into walls between working offices; either through use of insulation or sound board.
- (dd) Covered smoking areas shall be provided at front and rear entrances of building.
- (ee) All exterior offices shall have at least one (1) window. Corner offices shall have at least two (2) windows. All windows must be thermal.
- (ff) Emergency lighting with battery backup system shall be installed at front and rear exits, as well as at central locations in each long hallway.
- (gg) To the extent that it is economically feasible and where practical, the Lessor agrees to make diligent efforts to landscape the space covered by this lease with Texas trees, grasses, vines, flowers, and shrubs native to or adaptable to the area in which the leased premises are located. Exterior of the building must be kept neat in appearance. Grass, trees and shrubbery must be trimmed on a regular basis by Lessor. A list of native plants and potential suppliers may be obtained from the Texas Department of Agriculture.

ATTACHMENT "B"

Handicapped Accessibility Requirements

At the time the leased premises become occupied by Lessee and throughout the term of the lease and any additional tenancy, Lessor shall comply with the following provisions:

- (1) This lease shall comply with the Texas Department of Licensing and Regulation standards ("TDLR Standards") regarding elimination of architectural barriers to persons with disabilities promulgated under Article 9102, T.C.S. and the ADA Accessibility Guidelines ("ADAAG") promulgated under the Americans with Disabilities Act of 1990, Public Law 101-336, 42 United States Code 12101 et seq. In instances of differences between TDLR Standards and ADAAG, the most stringent requirement (i.e., providing the highest degree of accessibility) shall apply. In instances of conflicts between these requirements, ADAAG shall apply.
- (2) The exterior conditions shall comply with accessibility standards for accessible sites and exterior facilities applicable to new construction as prescribed in ADAAG and TDLR Standards; the interior conditions shall comply with accessibility standards for accessible buildings and facilities applicable to alterations as prescribed in ADAAG and TDLR Standards.
- (3) Article 9102, T.C.S., requires that the Texas Department of Licensing and Regulation (T.D.L.R.) inspect the leased space during the first year of the lease. Lessor will be responsible for payment of all fees required by T.D.L.R. for performing its functions under Article 9102.

NOV 16 1993

ATTACHMENT "B"



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**CHARLES C. BAILEY**

District Attorney, 76th Judicial District of Texas

P. O. Box 249

Mt. Pleasant, Texas 75456-0249

Counties:  
Camp  
Titus

Office Address:  
105 West 1st  
Telephone:  
(803) 677-6726

November 15, 1993

Hon. Alford L. Flanagan  
County Judge  
Titus County Courthouse  
Mt. Pleasant, Texas 75455

RE: Drug Forfeiture Expenditure Request

Dear Judge Flanagan:

I respectfully request approval for \$350.00 of the referenced fund for the purchase of a car telephone for DPS officer Bruce Gatlin to be used for law enforcement purposes.

Attached is a copy of the bid.

Sincerely,

A handwritten signature in cursive script that reads "Charles C. Bailey".

Charles C. Bailey  
District Attorney

CCB/nm  
Enc.





**elliott**

**CENTEL  
CELLULAR**  
AUTHORIZED AGENT

*Titus County Sheriff Department*

*PC 550 Ely Phone with battery eliminator*

*\$ 350.00*

ATTACHMENT "C"

AGREEMENT FOR PROFESSIONAL SERVICES

App.  
11/22/93

AGREEMENT made this \_\_\_\_\_ day of November, 1993, between TITUS COUNTY, a governmental entity, organized and existing under the laws of the State of Texas, 100 West 1st Street, Mt. Pleasant, Texas, referred to in this Agreement as COUNTY, and TITUS COUNTY MEMORIAL HOSPITAL DISTRICT, a governmental entity, organized and existing under the laws of the State of Texas, Mt. Pleasant, Texas, referred to in this Agreement as DISTRICT.

Section I  
RECITALS

The County is responsible for the maintenance of a jail facility, hereinafter referred to as the Jail, and for the care and well being of the inmates located therein.

The County desires to engage the services of the District to assist in the medical care of the Jail inmates and to render its services on the terms and conditions provided in this agreement.

The District is a Medical Organization and desires to provide its services for the County as provided herein.

THEREFORE, the County hereby engages the services of the District, and in consideration of the mutual promises herein contained, the parties agree as follows:

Section II  
TERM

This agreement shall be effective commencing on December 1, 1993, and shall continue in effect for a period of one (1) year or until it has been terminated by either party giving 30 days written notice to the other party. After the expiration of one year, this agreement shall continue monthly thereafter unless either party desires to renegotiate the terms of this initial agreement or it is terminated upon proper notice.

Section III  
SERVICES

The District shall provide jail visits by a Physician's Assistant for a minimum of four (4) hours each week. Such visits may be set at one day each week for a four (4) hour period at the Jail or at various times during the week for a total of four hours. If required by the County, the Physician's Assistant shall be available for jail visits in excess of the four hour weekly minimum. The Physician's Assistant shall be required during such visits to administer to the medical needs of the inmates to the extent authorized for the practice of a Physician's Assistant under the laws of the State of Texas and any Medical Boards regulating the practice of a Physician's Assistant. All medication and supplies used or prescribed by the Physician's Assistant shall be paid for or provided by the County.

Section IV  
ASSISTANTS

To the extent reasonably necessary for the District to perform its duties hereunder, the District shall be authorized to engage the services of any agents or assistants which it may deem proper, and it may further engage the services of such other persons to aid and assist it in the proper performance of its duties. The cost of the services of such assistants shall be borne by the District.

Section V  
FEE

For services to be rendered under this agreement, the District shall be entitled to a fee of \$1,000.00 per month payable on the first day of each month or upon presentation of a Statement to County. In addition thereto, the District shall be entitled to a fee of \$75.00 per hour for each hour above the minimum that the Physician's Assistant was required by the County for jail visitation, payable in increments of 1/2 hour.

Section VI  
DEVOTION OF TIME

Should the County require additional services not included in this agreement, the District shall make a reasonable effort to comply with such request through its medical facilities without decreasing the effectiveness of the performance of its duties hereunder.

Section VII  
INDEPENDENT CONTRACTOR

The District shall be an independent contractor and any employee or assistant employed by the District shall not be an employee of the County under this agreement and the District shall further indemnify, save harmless, and defend the County from any such claims arising from any act or omission of the District or its agents.

Section VIII  
ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement which is not contained herein shall be valid or binding.

Section IX  
ASSIGNMENT

Neither this agreement nor any duties or obligations hereunder shall be assignable by the District without the prior written consent of the County. In the event of an assignment by the District to which the County has consented, the assignee or his legal representative shall agree in writing with the County to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

Section X  
Successors and Assigns

Subject to the provision regarding assignment, this agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

Section XI  
Attorney's Fees

If any action at law or in equity is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he may be entitled.

Section XII  
Governing Law

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

Section XIII  
Amendment

This agreement may be amended by the mutual agreement of the parties hereto in a writing to be attached to and incorporated into this agreement.

Section XIV  
Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Executed at Mt. Pleasant, Texas on the day and year first above written.

DISTRICT  
TITUS COUNTY MEMORIAL HOSPITAL DISTRICT

BY: \_\_\_\_\_  
WAYNES OGBURN, Administrator

COUNTY  
TITUS COUNTY

BY: \_\_\_\_\_  
ALFORD FLANAGAN, County Judge



Titus County Commissioners' Court  
Mt. Pleasant, Texas

RESOLUTION

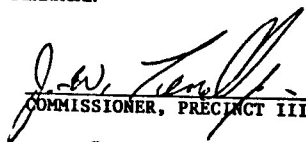
RESOLUTION OF THE TITUS COUNTY COMMISSIONERS COURT CONCERNING  
SECTION 52.026 OF CHAPTER 52 OF THE TEXAS FAMILY CODE, REGARDING  
THE DESIGNATION OF RESPONSIBILITY OF TRANSPORTING JUVENILE OFFENDERS.

WHEREAS, it is desirable and is in the public interest, and it  
is so ordered by the Titus County Commissioners Court that the Sheriff  
of Titus County has the duty to transport the child to juvenile court  
proceedings and appearances and other activities ordered by the juvenile  
court.

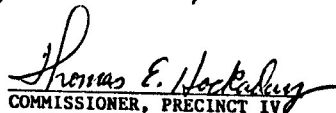
PASSED, ADOPTED, SIGNED AND APPROVED THIS the 22nd day of November,  
1993.

  
COUNTY JUDGE ALFORD L. FLANAGAN

  
COMMISSIONER, PRECINCT I

  
COMMISSIONER, PRECINCT III

  
COMMISSIONER, PRECINCT II

  
COMMISSIONER, PRECINCT IV

ATTACHMENT "E"

APPLICATION FOR PERMIT

TO: COMMISSIONERS COURT  
MT. PLEASANT, TEXAS 75455

Application is hereby made by SOUTHWESTERN BELL TELEPHONE COMPANY  
for permission to lay a buried line along that certain segment of  
of the county road in Precinct # 2 at the following location:

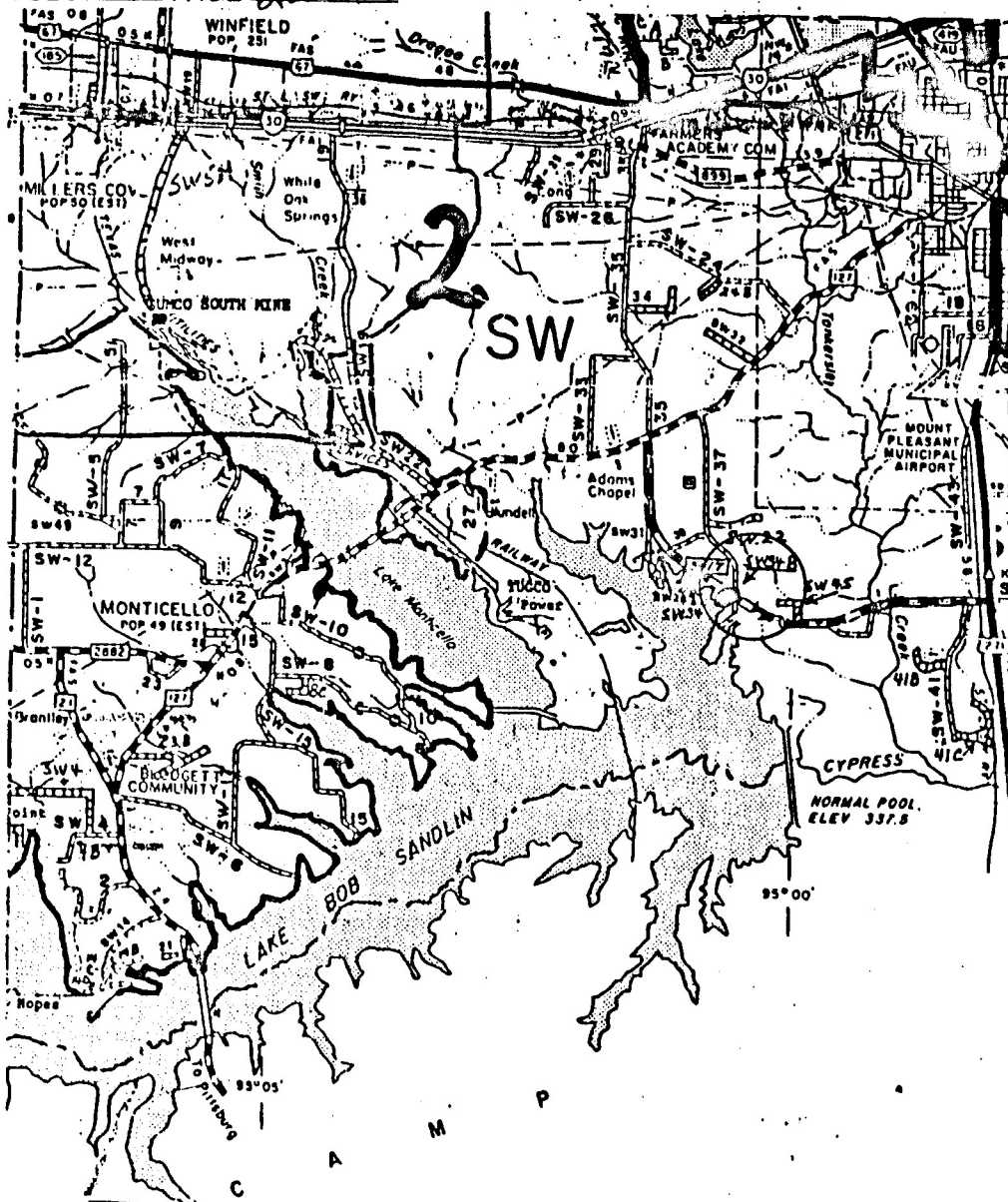
PLACE BURIED CABLE ALONG SW C R 34B AS SHOWN ON THE ATTACHED  
DRAWINGS.

Respectfully submitted,

C. D. Prince  
Manager-Engineering Design  
611 W. Elm  
Tyler, Texas 75702

APPROVED - DENIED

M. L. Hanger  
COUNTY JUDGE







**NOTE: THIS IS THE END OF THIS BOOK. THERE IS NO PAGE  
208.**