

**COMMISSIONERS' COURT
REGULAR MEETING
NOVEMBER 14, 1994**

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in *Regular Session* on Monday, November 14, 1994, in the Titus County Courtroom with the following members present:

ALFORD L. FLANAGAN	COUNTY JUDGE
MIKE FIELDS	COMMISSIONER PRECINCT 2
J. W. TERRELL, JR.	COMMISSIONER PRECINCT 3
THOMAS E. HOCKADAY	COMMISSIONER PRECINCT 4
SHERRY MARS	COUNTY CLERK

ABSENT: COMMISSIONER MIKE PRICE

PUBLIC AND COUNTY OFFICIALS ATTENDING MEETING:

MARK HARRIS	LYNN McCLURE
KIM FORREST	PHILIP CROMWELL
REBECCA SCOTT	BRAD SCOTT
BOB BAKER	
CARL JOHNSON, JR. - COUNTY AUDITOR	
JOHN MOSS - COUNTY SHERIFF	
LARRY McRAE - FIRE CHIEF	
RICHARD CHAFFIN - CITY MANAGER	

Invocation was given by Bob Baker.

**IN THE MATTER OF
APPROVING OCTOBER 1994 MINUTES**

Motion was made by Commissioner Mike Fields and seconded by Commissioner Thomas E. Hockaday to correct the minutes to read, Commissioner Mike Fields requested 12 holidays instead of 11 holidays for county employees.

**Yes: Commissioner Mike Fields and Commissioner Thomas E. Hockaday
No: Commissioner J. W. Terrell, Jr. Motion carried.**

The Court discovered In The Matter Of Opening and Considering Bids For Two Or More 1994 Trucks, they approved bid out of specifications.

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Fields to have "See minutes for November 28, 1994, Commissioners' Court Minutes for clarification of bid." Motion carried unanimously.

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Fields to approve the October 1994, minutes with the correction.

Yes: Commissioner Thomas E. Hockaday and Commissioner Mike Fields
No: Commissioner J. W. Terrell, Jr. Motion carried.

IN THE MATTER OF
APPROVING PROCLAMATION OF
NOVEMBER AS FAIR HOUSING MONTH

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Thomas E. Hockaday to approve the Proclamation Of November As Fair Housing Month for Titus County. Motion carried unanimously. *SEE ATTACHMENT "A"*

IN THE MATTER OF
APPROVING RESOLUTION FOR EAST
TEXAS GULF HIGHWAY ASSOCIATION

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Thomas E. Hockaday to approve the Resolution For East Texas Gulf Highway Association. Motion carried unanimously. *SEE ATTACHMENT "B"*

IN THE MATTER OF
APPROVE BUDGET AMENDMENTS

None were presented. No action taken.

CHEVY TRUCK

Page 3 of 3
10-12-1984

PREPARED BY: PAT YOUNG

PREPARED FOR: COUNTY AUDITOR

	Weights (lbs)		Price
	Front	Rear	
SUB TOTALS	4407	3225	\$ 31,074.00
6000S PLUS 16 OPTIONS (*)			
TOTAL WEIGHT (lbs.)	7632		
DESTINATION CHARGE			\$ 820.00
TIRE WEIGHT TAX			25.08
TOTAL PRICE... <u>Let</u>			31,919.08
GROSS VEHICLE WEIGHT RATING (lbs.)	<u>Dump Body (cont)</u>		<u>52,230.00</u>
Front 8,100 Rear 16,160 Total 24,260	<u>Total</u>		<u>37,144.08</u>

Net Price Each 27,881.00

Total For Two- 55,762.00

Patterson

Fleet Mgr

COUNTY CLERK'S MEMO
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not legible when received.

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QUOTATION FROM

DEALERS TRUCK EQUIPMENT CO., INC.

P.O. Box 631 Phone 768-4461
LONGVIEW, TEXAS 75608Date 10-21-94To Bass chev

Delivery Time _____

Cash Discount _____ Days
ON MERCHADISE ONLY

No Discount on Freight - Taxes or Labor.

we are pleased to quote as follows:

QUAN.	DESCRIPTION	UNIT PRICE	DISC.	NET PRICE
1	Galion 93 Pkg 5- yd water level 6- yd ends 10' length Sides 10 gauge hi-resistant steel, wide top rail fully boxed and fully welded boxed rear corner post. 3" side board gusseting with full length rub rail and box type braces. <u>Sides 26" H. End 32"</u> Full length sloping rub rails Floor 8 gauge hi-resistant steel floor Head 10 gauge hi-resistant steel Tailgate double acting top and bottom Under structure patter built with 4" channel cross- members and channel longitudines. Under structure gusseted and welded to body. Body prop, back up alarm			
1	Hoist F-5381 Galion with PTO and <u>cable controls, console</u> <u>Podistal mount</u> 17.1 ton capacity max. 13 ton cap. with 10' body Sub frame steel channel. Mounting height 13-1/2" Standard dump angle 50% Cylinder bore 5, 4, 3 in., <u>3-stage Hoist</u> Stroke 81 ins. Pump: <u>Direct mount</u>			
1	<u>8" Raphael Type spreader. Apron</u>			
1	1/2 Cab guard			
1	Set mud flaps and ID lights			
	INSTALLED AND PAINTED BLACK			
	Full factory warranty for 12 month parts and service available at Dealers Truck Equipment Co., Longview, Texas All Prices F.O.B. <u>Longview, Texas</u>			
	NOTE:—This quotation is given according to information received from you, and any changes or additions to any specification on unit must be agreed upon by the Purchaser and the Seller, as to additional time and prices of materials and labor affecting the change. Plus city and state tax where applicable.			

#522545 500hQuotations and agreements are subject to contingencies of transportation, strikes or unavoidable accidents and
delays beyond our control. All prices and specifications subject to change without notice. — Materials on this quo-
tation will be billed at prevailing prices at time of delivery.

Accepted

DEALERS TRUCK EQUIPMENT CO., INC.

This quotation is in duplicate, and if accepted please sign the copy and return to us. **THANK YOU!**COUNTY CLERK'S MEMO
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IN THE MATTER OF
CANVASSING NOVEMBER 8, 1994
GENERAL ELECTION

Motion was made by Commissioner Thomas E. Hockaday and Commissioner J. W. Terrell, Jr. to approve canvassing of November 8, 1994, General Election. Motion carried unanimously.

IN THE MATTER OF
APPROVING DRUG FORFEITURE
REQUEST FOR PURCHASE OF REGIONAL
TOLL FREE PAGER SERVICE FOR TEXAS
RANGER JERRY BYRNE

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Thomas E. Hockaday to approve the expenditure of Drug Forfeiture Funds for a Regional Toll Free Pager Service for Texas Ranger Jerry Byrne for the sum of \$382.80. Motion carried unanimously.
SEE ATTACHMENT "C"

IN THE MATTER OF
DISCUSSING CHANGE ORDER #6
TITUS COUNTY JAIL EXPANSION

Item was removed from the agenda by the Court.

IN THE MATTER OF
CONSIDERING JAIL CONTRACT WITH
CITY OF MT. PLEASANT

City Manager Richard Chaffin asked, " Will the County to house City inmates while the City Jail is being built?" City Manager Richard Chaffin explained the normal stay of an inmate would be approximately 48 hours.

Sheriff John Moss pointed out the County Sheriff's Department would not do any transporting of inmates, pay any medical expenses of inmates, nor handle any money regarding this contract.

The County would only be housing and feeding inmates for the City. The City Manager was to take these items back to the City Council for approval and present the Court with a contract for their approval.

The Court then tabled the matter until the next meeting.

**IN THE MATTER OF
DISCUSSING THE NEEDS OF
VOLUNTEER FIRE DEPARTMENTS**

The Volunteer Fire Departments have turned in their requests for necessary equipment and etc. The Court discussed grouping the needs and going out for bids. Example several had asked for Bunker Equipment.

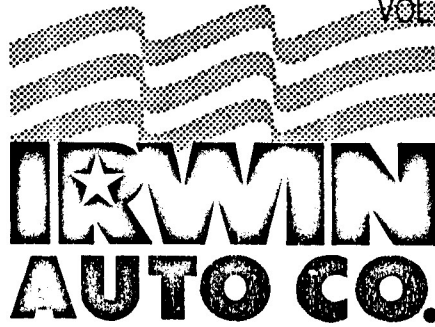
Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Fields to consolidate the needs of the Fire Departments and go out for bids with a ceiling of \$5,000.00 per department. Motion carried unanimously.

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

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Thomas E. Hockaday to approve the signing of pay orders and paying bills. Motion carried unanimously.

**IN THE MATTER OF
APPROVING COUNTY OFFICIAL REPORTS**

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Fields to approve the County Official Reports. Motion carried unanimously.



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P.O. BOX 1306
WOODWARD, OK 73802

HIGHWAY 270 SE
(405) 256-7474
1 800 725 9672

1994 CHEVROLET, CC6H042
24,260 GVW, 156" WHEELBASE, 83" CA
8100 LB. FRONT AXLE
17,850 LB. REAR AXLE, 2 SPEED
REINFORCED FRAME
21,00 LB. REAR SUSPENSION
AUXILIARY REAR SPRINGS
POWER STEERING/HYDRAULIC BRAKES
TILT HOOD
366 V-8 GAS ENGINE, 6.0 LITER T.B.I.
5 SPEED MANUAL TRANS.
50 GALLON RH FUEL TANK
9.00X20 BIAS TIRES ON 10 HOLE DISC WHEELS (6)
HEAVY DUTY RADIATOR
TACHOMETER AND ENGINE ALARM
105 AMP GENERATOR
SR. WEST COAST MIRRORS
TINTED GLASS WHITE INCOLOR
INCLUDES.....10 FOOT (5-7 YARD) DUMP BODY
ALL 10 GAUGE STEEL
24" SIDES, 32" TAILGATE, 8 "SPREADER APRON
TELESCOPIC HOIST KIT WITH SUB-FRAME
PUMP AND DELUXE PEDESTAL CONTROLS.
PTO INSTALLED, 1/2 CAB SHIELD, PAINTED BLACK
REFLECTORS AND MUD FLAPS

NET BID PRICE: \$26,957.00
PER UNIT

*FOR DELIVERY TO MT. PLEASANT, TX.
ADD \$250.00 PER UNIT

*DELIVERY APPROX. 3 WEEKS


TOM GILLILAND
MEDIUM DUTY TRUCK SALES MANAGER

PUBLIC NOTICE

The Commissioner's Court of Titus County, Texas is soliciting bids for the purchase of two or more 1994 trucks.

Specifications may be obtained from the office of the Auditor, room 202 in the Titus County Courthouse. Bids will be opened in the Titus County Commissioner's Courtroom, in the Titus County Courthouse, at 9:00 A.M., October 24, 1994. Bids must be turned in to the Auditor's office by 4:30 p.m., Friday, October 21, 1994.

The County reserves the right to accept or reject any or all bids.

Carl Johnson, Jr.,
Titus County Auditor

EXECUTIVE SESSION

The Court went into Executive Session to discuss law suits. No action was taken.

**IN THE MATTER OF
ADJOURNMENT**

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Fields to adjourn. Motion carried unanimously.

ATTACHMENT "A"

PROCLAMATION OF
NOVEMBER AS FAIR HOUSING MONTH

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The twenty-sixth anniversary of this National Fair Housing Law, during the month of November, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the Commissioners Court of Titus County do proclaim November as Fair Housing Month in the County of Titus and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

IN WITNESS WHEREOF we have affixed our signatures and seal on this the 14th day of November, 1994.

Richard L. Flanagan
Title: County Judge

Witness:

Jeanne Craver
Title: Deputy County Clerk



Titus County Commissioners' Court
Mt. Pleasant, Texas

RESOLUTION

WHEREAS, the East Texas-Gulf Highway Association was organized in 1965, and

WHEREAS, it has been the objective of this Association for the past 29 years to develop a four lane highway from Houston, Texas to the south border of Oklahoma, called the Green Carpet Memorial Route, and

WHEREAS, this Association has made presentations to the commissioners of the Texas Department of Highways (now Transportation) for the past 29 years requesting completion of this project, and

WHEREAS, only 54 1/2 miles remain to be four laned to complete this project, 48 miles from Mt. Pleasant to Paris, and 6 1/2 miles on state 135 between Interstate 20 and U.S. 271, and

WHEREAS, the Green Carpet Memorial Route was made a part of the Texas trunk system in November, 1989, and is a U.S. Highway, and

WHEREAS, this route when continuing north through Oklahoma and other states practically divides the United States. This is most important as a route for NAFTA traffic to Mexico and Canada.

WHEREAS, should the Commissioners Court of Titus County be requested to pay any cost of right-of-way for this project it will be considered when the Texas Department of Transportation contacts the Commissioners Court of Titus County,

WHEREAS, the Commissioners Court of Titus County supports this project.

PASSED AND APPROVED this 14th day of November, 1994.


Alford L. Flanagan
County Judge



CHARLES C. BAILEY

District Attorney, 76th Judicial District of Texas

P. O. Box 249

Mt. Pleasant, Texas 75456-0249

County:
Camp
Titus

Office Address:
105 West 1st
Telephone:
(903) 577-6726

October 26, 1994

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

RE: Drug Forfeiture Expenditure Request

Dear Judge Flanagan:

We respectfully request approval for the expenditure of \$382.80 for a regional toll free pager service for Texas Ranger Jerry Byrne pursuant to the attached bid from International Communication Link Incorporated.

Thank you very much.

Sincerely,

Charles C. Bailey
Charles C. Bailey
District Attorney

CCB/mc
Enc.

NONCOLLUSION AFFIDAVIT

STATE OF TEXAS)
COUNTY OF TITUS) ss

IRWIN AUTO CO./TOM GILLILAND, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any government official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the TITUS COUNTY (or other entity) any money or other thing of value either directly or indirectly in the procurement of the award of a contract pursuant to this bid.

Tom Gilliland

Subscribed and sworn to before me this 18th day of October, 1991.

Henry A. Richard
Notary Public

My Commission Expires:

6. 24.91

RESOLUTION

A RESOLUTION BY THE COMMISSIONERS COURT OF TITUS COUNTY, TEXAS, AUTHORIZING THE COUNTY JUDGE TO REPRESENT THE COUNTY IN ALL MATTERS PERTAINING TO THE ESTABLISHMENT AND DEVELOPMENT OF A WASTE AUTOMOTIVE OIL COLLECTION PROGRAM TO SERVE THE DO-IT-YOURSELFERS (DIYS) IN TITUS COUNTY, TEXAS.

WHEREAS, the Commissioners Court of Titus County realizes that by state law, waste oils can no longer legally be disposed of in landfills in the State of Texas; and .

WHEREAS, the Commissioners Court of Titus County understands that many of the residents of Titus County routinely self-change (Do-It-Yourselfers - DIYS) the automotive oils in their personal vehicles and currently have no convenient and acceptable means by which to properly dispose of the waste automotive oils which they generate; and

WHEREAS, funds are now available from the Texas Natural Resource Conservation Commission (TNRCC) through a pass-through program being sponsored by the ARK-TEX Council of Governments to establish and develop a local Waste Automotive Oil Collection Program which will provide area DIYS with a safe and responsible method to properly manage/dispose of the waste automotive oils which they generate.

NOW THEREFORE, be it resolved by the Commissioners Court of Titus County, Texas:

1. That Titus County will accept ownership and title of one (1) used oil collection container (here described as a Fibrex, Profile 465), necessary site improvements and any other necessary appurtenances needed to establish a DIY waste Automotive Oil Collection center/Program in the City.
2. That the Center/Program will be registered with the TNRCC as public collection center, using TNRCC account Number 46U__ and that the center will be operated following Best Management Practices (BMP) guidelines ascribed by the TNRCC under TAC 330.1170 - 330.1174 (VACS).
3. That Titus County agrees to maintain said Center/Program in accordance with the BMPs and to provide all reporting documentation and data as may be required by the TNRCC.
4. That Titus County will make said Center/Program available and accessible to DIYS residing within the area who will adhere to the established policies and operating criteria of the Titus County DIY Waste Automotive Oil Collection Program.

APPROVED AND PASSED this 24th day of October, 1994.


Alford L. Flanagan
Titus County Judge

ATTEST:


County Clerk



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DATE: October 26, 1994

TO: Chuck Bailey
Titus District Attorney

FROM: Jim Sawyer

SUBJECT: Regional Toll Free Pager For Jerry Byrne

Jerry Byrne has requested information regarding our toll free regional paging service and asked that we pass it along to you as well.

International Communications Link is the provider of toll free wide area paging to the Department Of Public Safety. Our contract provides toll free paging that covers more than 90% of the population of Texas. The monthly rental rate is \$31.95 per month per pager. This same rate will apply to Mr. Byrne's pager as well. He stated that you would want to pay for this service a year at a time. The annual total will be \$382.80.

The D.P.S. is presently using our regional service which includes the states of Texas, New Mexico, Oklahoma, Arkansas and Louisiana. Mr Byrne will receive this same coverage at no additional cost. To order this service please give me a call - and I will process the paperwork and ship the pager.

Thank you for your interest in our service. If you have any questions please give me a call.

The above and foregoing minutes for the month of October, 1994 were read and approve this 14th day of November, 1994.

Alford L. Flanagan
ALFORD L. FLANAGAN, COUNTY JUDGE

ABSENT

MIKE PRICE, COMMISSIONER PRECINCT #1

Mike Fields
MIKE FIELDS, COMMISSIONER PRECINCT #2

REFUSED TO SIGN

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

Thomas E. Hockaday
THOMAS E. HOCKADAY, COMMISSIONER PRECINCT #4

Sherry Mars
SHERRY MARS, COUNTY CLERK

COMMISSIONERS' COURT MINUTES FOR OCTOBER, 1994 A.D.
RECORDED ON THE 13th. DAY OF NOVEMBER, 1994 A.D.

SHERRY MARS, COUNTY CLERK,
TITUS COUNTY, TEXAS

By *Jeann Crowe* DEPUTY COUNTY CLERK

ATTACHMENT "C"




Titus County Commissioners' Court
Mt. Pleasant, Texas

ORDER RE-CREATING A RURAL RAIL TRANSPORTATION DISTRICT

We, the undersigned, being the membership of the Commissioners Court of Titus County, do hereby order the re-creation of the Northeast Texas Rural Rail Transportation District for said county effective October 24, 1994.

Said district is re-created on this day, jointly with the following counties: Franklin, Hopkins, Hunt and Collin. The Commissioners Courts of the above mentioned counties have found that it is in the best interest of all citizens of the State of Texas that the existing rail systems in said counties be maintained and protected by the rail district and/or its representatives, for the most efficient economic transportation of agricultural and manufactured products from the areas of production to the local, national and international markets.

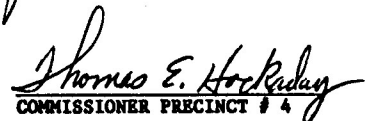
Adopted on this, the 24th day of October, 1994.


TITUS COUNTY JUDGE ALFORD L. FLANAGAN


COMMISSIONER PRECINCT #1


COMMISSIONER PRECINCT #2


COMMISSIONER PRECINCT #3


COMMISSIONER PRECINCT #4



Titus County Commissioners' Court
Mt. Pleasant, Texas

1995 HOLIDAYS

NEW YEAR'S DAY	JANUARY 2	-	MONDAY
GOOD FRIDAY	APRIL 14	-	FRIDAY
MEMORIAL DAY	MAY 29	-	MONDAY
INDEPENDENCE DAY	JULY 4	-	TUESDAY
LABOR DAY	SEPTEMBER 4	-	MONDAY
VETERANS DAY	NOVEMBER 10	-	FRIDAY
THANKSGIVING	NOVEMBER 23	-	THURSDAY
THANKSGIVING	NOVEMBER 24	-	FRIDAY
CHRISTMAS	DECEMBER 22	-	FRIDAY
CHRISTMAS	DECEMBER 25	-	MONDAY
NEW YEAR'S EVE	DECEMBER 29	-	FRIDAY

NOV 7 1994

Page 1 of 5

INMATE PAY TELEPHONE AGREEMENT

This Inmate Pay Telephone Agreement (the "Agreement") is made as of the 26 day of OCTOBER, 1994, by and between **TITUS COUNTY SHERIFF'S DEPARTMENT and DETENTION CENTER** and **TITUS COUNTY, TEXAS** (collectively, the "County") and **SECURITY TELECOM CORPORATION**, a Texas Corporation ("Security Telecom").

1. **Utilization of Facility.** The County, for and in consideration of the payment of the Commission (as hereinafter defined) and the services to be provided by Security Telecom, grants Security Telecom the exclusive, assignable right and license to install and maintain a Security 7000 Inmate Pay Telephone System and related hardware and software, inmate pay telephones and related equipment (collectively, the "Equipment") within the County Facility located in Titus County, State of Texas (the "Facility"), and hereby leases the Facility to Security Telecom for that purpose, upon the terms and conditions set forth in this Agreement. The County covenants and agrees to make the Facility available to Security Telecom for complete installation and operation of the Equipment within ninety days after the date hereof. Security Telecom shall, at its sole cost and expense, install all items of Equipment in the Facility within a reasonably practical time after the date hereof, but in any event within forty-eight hours after the date in which the Facility is available for installation of the Equipment. In addition to the foregoing, Security Telecom agrees to provide the County with a L.E.M.S. Video Imaging System, together with all related hardware and software (the "Related Equipment") at no cost to the County. The Related Equipment shall be installed by Security Telecom within ninety days from the commencement date.

During the term of this Agreement, Security Telecom shall have the right, from time to time, to replace any portions of the Equipment installed at the Facility, or to increase or decrease the number to items of Equipment within the Facility as is mutually agreed upon by the County and Security Telecom. The County shall provide appropriate locations within the living quarters and day rooms of the Facility for installation of the Equipment, to insure that inmates within the Facility have ready access to the Equipment to allow maximum daily usage thereof. The County agrees not to take any action of any kind that would adversely affect the inmates' accessibility to the Equipment.

2. **Compensation.** In consideration of the right to install and operate the Equipment within the Facility, Security Telecom agrees to pay the County thirty-seven percent of Security Telecom's gross revenues received from utilization of the Equipment through collect calls made by inmates within the Facility (the "Commission"). The Commission shall be paid by Security Telecom to the County on a monthly basis, as set forth in Section 3 below.

3. **Payment and Accounting.** Security Telecom agrees to pay the County the Commission on a monthly basis, but in no event later than the twenty-fifth day of each month following the month in which revenues were generated from the Equipment during the term of this Agreement. The first monthly installment of the Commission payable by Security Telecom to the County for the month in which the Commencement Date of this Agreement occurs shall be payable by Security Telecom to the County fifty-five days following the end of such month. Each payment made by Security Telecom to the County will be accompanied by a report showing dates of collection and amounts collected from each pay telephone comprising the Equipment.

Acknowledged J.K. Security Telecom ALJ County

4. **Licenses.** All licenses required by any state, county, city or other governmental authority shall be secured by Security Telecom, at its sole cost and expense.

5. **Title to Equipment.** During the term of this Agreement, the Equipment and Related Equipment installed in the Facility pursuant to this Agreement shall remain the sole and exclusive property of Security Telecom; provided, however, upon the expiration of the term of this Agreement, and so long as the County is not in default under the terms of this Agreement, title to the Related Equipment shall pass to the County.

6. **Maintenance and Repair.** During the term of this Agreement, Security Telecom shall repair and maintain the Equipment and Related Equipment in good operating condition, including without limitation, furnishing all parts and labor, at its sole cost and expense. Security Telecom will provide continuing and ongoing maintenance to the Equipment and Related Equipment at its sole cost and expense, and all such maintenance services will be conducted in an efficient and timely manner. The County shall permit employees or contractors of Security Telecom reasonable access to the Facility at all times, in order to service, repair and maintain the Equipment and Related Equipment. The County shall notify Security Telecom in writing of any misuse, destruction, damage or vandalism to the Equipment of the Related Equipment, as soon as practicable after ascertaining same.

7. **Liability Insurance.** Security Telecom agrees to maintain comprehensive general liability insurance coverage having limits of not less than \$1,000,000.00 in the aggregate. The County agrees to provide Security Telecom with reasonable and timely notice of any claim, demand or cause of action made or brought against the County arising out of or related to the utilization of the Equipment. Security Telecom shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claimer cause of action arising out of or related to the utilization of the Equipment without the prior written consent of Security Telecom. In no event shall the County be liable for any damage or destruction to any item of the Equipment or the Related Equipment.

8. **Term of Agreement.** The obligations of the parties under this Agreement are effective as of the date hereof, but the term of this Agreement shall commence upon the date inmates within the Facility begin placing telephone calls from the Equipment (the "Commencement Date"). The initial term of this agreement is for three years commencing on the date inmates begin placing calls and shall automatically renew for two successive one year terms unless Security Telecom has not performed according to the terms of this agreement. The County must provide Security Telecom with written notice via Certified Mail, Return Receipt no less than one hundred and twenty days before expiration of each one year term that Security Telecom has not performed.

Then, upon the expiration of the initial term, this agreement shall renew for successive same terms as previously stated unless County provides written notice via Certified Mail, Return Receipt no less than one hundred and twenty days before expiration, of County's intent not to renew. If, because of strikes, riots, wars or for any other reason, business operations at the Facility shall be interrupted for periods of time other than as is customary for operations conducted at the Facility, the expiration of the term of this Agreement shall be extended for a period of time equal to the period of such extraordinary interruption or stoppage of business operations.

Acknowledged J.R. Security Telecom M.H. County