

FILED FOR RECORD: 7-12 19 84 at 9:45 o'clock A M
 DULY RECORDED: 7-17 19 84 at 9:00 o'clock A M
 INSTRUMENT NO. _____ GRACE BOSTICK, TYLER CO. CLK.
 BY: Jean Phillips Deputy
 JEAN PHILLIPS

TYLER COUNTY COMMISSIONERS COURT
 SPECIAL MEETING
 JUNE 25, 1984-----10:00 A. M.

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A Special Meeting of the Commissioners Court met on Monday, June 25, 1984, at 10:00 A. M. All members being present. The meeting was opened with prayer by Commissioner James R. Jordan.

A motion was made by Commissioner Jordan and seconded by Commissioner Lowe to table any decision to be made concerning bids received and opened for pre-mix, until Monday, July 9, 1984, at 10:00 A. M., in order to study the bids further. All voted yes and none no. Bids received were from A & H Asphalt Company, Beaumont, Texas, and Whites Mines, San Antonio, Texas. Also, At this time, a motion was made by Commissioner Riley and seconded by Commissioner Jordan to cancel all bids for oil to be used on County roads, since none were received by opening time; and to negotiate for the oil with several different companies. All voted yes and none no.

A motion was made by Commissioner Riley and seconded by Commissioner Lowe to cancel all bids received for a chain saw, to be used by Pct. #1, and to negotiate for a saw at a later date. All voted yes and none no. Bids received are as listed: See Attached.

- Jerry's Exxon Station & Saw Shop:
- 1. Husqvarna Brand Saw-----\$549.95
 - 2. Stihl Brand Saw----- 499.95
- Durham Saw Co.:
- 1. Stihl Brand Saw-----\$629.90
 - 2. Husqvarna Brand Saw----- 599.90
 - 3. Pioneer Brand Saw----- 579.95

After some discussion concerning the possibility of a new jail, Judge Allen Sturrock appointed a committee of four (4) to study the situation and report back to Commissioners Court. The four members of the committee are Commissioner Maxie Riley, Commissioner James R. Jordan, Sheriff Leon Fowler and County Attorney Pat Hardy.

A motion was made by Commissioner Riley to set the date for a Budget Workshop for July 2, 1984, but he withdrew his motion when Judge Sturrock discovered there would be a conflict of interests on that date. After checking future dates, Judge Sturrock set the date for Thursday, July 5, 1984, at 9:00 A. M., for the first meeting of the Budget Workshop.

A motion was made by Commissioner Jordan and seconded by Commissioner Riley to approve the Fixed Price Agreement between Frank Bianco Computer Service and Tyler County; for the service of providing data processing to the County. All voted yes and none no. See Attached.

Judge Sturrock cancelled any decision concerning appointing a committee for Self Evaluation for Revenue Sharing purposes, and set the date for further discussion for Monday, July 9, 1984, at 10:00 A. M.

There being no further business, the meeting adjourned.

SIGNED:

Allen Sturrock

Allen Sturrock, County Judge

Maxie Riley

Maxie Riley, Comm. Pct. #1

H. K. Lowe

H. K. Lowe, Comm. Pct. #2

Jerry Mahan

Jerry Mahan, Comm. Pct. #3

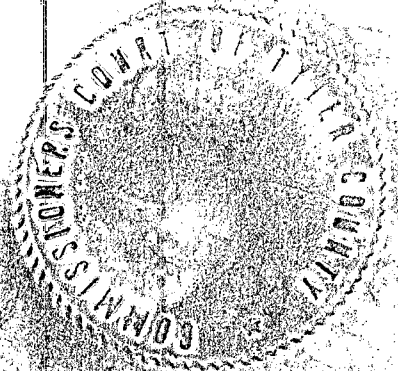
James R. Jordan

James R. Jordan, Comm. Pct. #4

ATTEST

Grace Bostick

Grace Bostick, County Clerk



NOTICE OF TIME AND PLACE OF MEETING

COMMISSIONERS COURT
TYLER COUNTY, TEXAS

THIS NOTICE POSTED IN ACCORDANCE WITH V. A. T. S. - ART. 6252-17

NOTICE is hereby given that Commissioners Court will hold it's

Special meeting on MONDAY, JUNE 25 19 84 at 10:00 A.M.

in the Commissioners Courtroom, First Floor, Tyler County Courthouse.

A G E N D A

1. OPEN SOLICITED BIDS ON OIL AND PRE-MIX FOR THE COUNTY..
2. SELF EVALUATION COMMITTEE ON REVENUE SHARING.
3. OPEN SOLICITED BIDS ON CHAIN SAW.
4. APPOINT COMMITTEE FOR JAIL STUDY.
5. CONSIDER SETTING DATES FOR BUDGET WORKSHOP.

6. *Execute agreement between Mr. Bianco and Tyler County
concerning computer - 6/22/84
J.P.M.*

NO. _____ TIME: 8:45 ^{AM} _{PM}

JUN 22 1984

GRACE BOSTICK, COUNTY CLERK

TYLER COUNTY, TEXAS
BY: *Jean Phillips*
JEAN PHILLIPS

Allen Sturrock
Allen Sturrock, County Judge
Tyler County, Texas

BID ON CHAIN SAW

PRECINCT I

(1) MAKE: Husqvarna
MODEL: 181 SE Professional
ENGINE: 5.1 cu. in. Displacement
BAR: 20" Hard Tip
OILER: Fully Automatic (adjustable)
Auto Chain Brake
IGNITION: Electronic
Full Anti-Vibration System

REMARKS: This saw is a very high RPM unit designed for Professional cutters. It has the best Power to Weight Ratio on the market.

Sug. List: \$679.95

My Bid on this Saw is! \$549.95

(2) MAKE: Stihl
MODEL: 056AVE
ENGINE: 4.9 cu. in. Displacement
IGNITION: Electronic
BAR: 20" Hard Tip
OILER: Fully Automatic (adjustable)
Full Anti-Vibration System

REMARKS: This saw is only 1/100th of a cu. inch less than 5 cu. inch minimum. This saw is a Professional Model Saw which has good power and is extremely durable and dependable. However, this saw is not equipped with a chain brake, but does have a Hand Guard.

Sug. List: \$579.95

My Bid on this Saw is! \$499.95

Bid on Chain Saw
Jerry's Exxon
Station

NO. _____
TIME: 8:40 AM

JUN 25 1984

GRACE BOSTICK, COUNTY CLERK
TYLER COUNTY, TEXAS

BY: *Jean Phillips*
JEAN PHILLIPS

Stihl 056 AVSE 5'3

w/ 100 Bar & chain

Auto Oiler and chain break -
6 mo warranty

629.⁹⁰

or

Husqvarna 181-5.0

20 Bar & chain
chain break

Auto Oiler -

30 day warranty

599.⁹⁰

or

Pioneer P.51-5.0

20 Bar & chain

Auto oiler

Chain break

579.⁹⁵

Warranty's Customer and buyer

Satisfaction no longer than 6 mo -
unless O.K. by factory -

Burham Saw Co.

P.O. BOX 159

WOODVILLE, TEXAS 75979

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Bill on Char Sam

NO. _____ TIME: 9:35 AM

JUN 25 1984

GRACE BOSTICK, COUNTY CLERK
TYLER COUNTY, TEXAS.

BY:

Jean Phillips

JEAN PHILLIPS

FIXED PRICE AGREEMENT

Agreement made this the 29 day of JUNE, 19 84, between FRANK BIANCO COMPUTER SERVICE, hereinafter referred to as the Service Company, and Tyler County hereinafter referred to as the Customer.

The purpose of this Agreement is to state the terms and conditions under which the Service Company will provide data processing service to the Customer.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. SCOPE OF EFFORT:

A. The Service Company will:

Donate to Tyler County:

Accounts Payable

General Ledger

Payroll & Fixed Assets

B. The Customer's responsibility will be:

Provide Personnel for installation, training & maintenance of above systems

2. The Service Company agrees to perform the above Scope of Effort at the ~~fixed price of~~ ^{total expenses} 2500.00. Payment to be made by the Customer to the Service Company as outlined in Item 8 of this Agreement.
3. The Service Company will furnish the completed work to the Customer at times to be mutually agreed upon. Delivery Schedules will be predicated on normal working conditions and are subject to adjustment at any time in the event of any cause or causes beyond control of the Service Company.
4. All work, to include computer programs, written procedures, and other supporting items, used in the performance of this Agreement shall be the property of the Customer, provided that the Compensation due the Service Company for the services involved in formulating such programs, procedures, and items has been paid in full by the Customer.
5. Disk packs, magnetic tapes, punch cards, and similar materials relating to the work done for the Customer by the Service Company will be stored by the Service Company for a reasonable period of time at the sole risk of the customer. No obligation or liability of any type is assumed by the Service Company with the regard to the aforesaid materials.

6. All statistical, financial, and personnel data relating to the business of the Customer, which are confidential and which are clearly designated as such, will be kept in the strictest confidence by the Service Company and its employees. However, the foregoing obligation does not apply to any data that have become publicly available or that are rightfully obtained from third parties. The Service Company will not be obligated to keep confidential any concepts or techniques relating to data processing that may be developed either solely by the Service Company or jointly with the Customer during the term of this Agreement.
7. The Service Company will use due care in processing the work of the Customer, but it will be responsible only to the extent of correcting any errors which are directly attributable to the Service Company. The liability of the Service Company with respect to this Agreement shall in any event be limited to the total compensation for the services provided under this Agreement and shall not include any contingent liability.
8. Payment to be made to the Service Company by the Customer in two equal installments in the amount of 1250.⁰⁰ dollars. The first upon signing of this Agreement and the final payment upon completion of the Scope of Effort as outlined by Item 1 of this Agreement.
9. The term of the Agreement shall commence on the 25 day of June, 1984, and shall continue in force and effect thereafter until it is terminated by ~~30~~ days written notice from either party to the other or upon completion of this Agreement. The Customer will then pay the Service Company for the services rendered by it to the date of termination or completion.
10. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Trinity County, Texas.

EXECUTED at Spur, Texas, on this day
and year first above written.

SERVICE COMPANY
FRANK BIANCO COMPUTER SERVICE

By Frank Bianco
Date: 6-29-84

CUSTOMER

By Alvin O. [Signature]
Date: 6-25-84

*not signed my copy
restored signed copy*

FIXED PRICE AGREEMENT

Agreement made this the _____ day of _____, 19____, between FRANK BIANCO COMPUTER SERVICE, hereinafter referred to as the Service Company, and Tyler County hereinafter referred to as the Customer.

The purpose of this Agreement is to state the terms and conditions under which the Service Company will provide data processing service to the Customer.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. SCOPE OF EFFORT:

A. The Service Company will:

*Donate to Tyler County:
Accounts Payable
General Ledger
Payroll & Fixed Assets*

B. The Customer's responsibility will be:

Provide Personnel for installation, training & verification of above systems.

2. The Service Company agrees to perform the above Scope of Effort at the ~~Fixed Price~~ ^{EXPENSES} of 2500.00. Payment to be made by the Customer to the Service Company as outlined in Item 8 of this Agreement.

3. The Service Company will furnish the completed work to the Customer at times to be mutually agreed upon. Delivery Schedules will be predicated on normal working conditions and are subject to adjustment at any time in the event of any cause or causes beyond control of the Service Company.

4. All work, to include computer programs, written procedures, and other supporting items, used in the performance of this Agreement shall be the property of the Customer, provided that the Compensation due the Service Company for the services involved in formulating such programs, procedures, and items has been paid in full by the Customer.

5. Disk packs, magnetic tapes, punch cards, and similar materials relating to the work done for the Customer by the Service Company will be stored by the Service Company for a reasonable period of time at the sole risk of the customer. No obligation or liability of any type is assumed by the Service Company with the regard to the aforesaid materials.

- 6. All statistical, financial, and personnel data relating to the business of the Customer, which are confidential and which are clearly designated as such, will be kept in the strictest confidence by the Service Company and its employees, However, the foregoing obligation does not apply to any data that have become publicly available or that are rightfully obtained from third parties. The Service Company will not be obligated to keep confidential any concepts or techniques relating to data processing that may be developed either solely by the Service Company or jointly with the Customer during the term of this Agreement.
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- 10. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Trinity County, Texas.

EXECUTED at _____, Texas, on this day and year first above written.

SERVICE COMPANY
FRANK BIANCO COMPUTER SERVICE

By _____
Date: _____

CUSTOMER

By [Signature]
Date: 6-25-84