

TYLER COUNTY COMMISSIONERS COURT  
SPECIAL MEETING  
JUNE 30, 2009 ---- 8:30 a.m.

THE STATE OF TEXAS                      ON THIS THE 30<sup>th</sup> day of June, 2009 the  
Commissioners' Court in and for Tyler County, Texas convened in a Special Meeting at  
the Commissioners' Courtroom in Woodville, Texas, the following members of the Court  
present, to wit:

JACQUES L. BLANCHETTE	COUNTY JUDGE, Presiding
MARTIN NASH	COMMISSIONER, PCT. #1
RUSTY HUGHES	COMMISSIONER, PCT. #2
MIKE MARSHALL	COMMISSIONER, PCT. #3
JACK WALSTON	COMMISSIONER, PCT. #4
DONECE GREGORY	COUNTY CLERK, Ex-Officio

The following were absent: none thereby constituting a quorum. In addition to the above  
were:

JOYCE MOORE	COUNTY AUDITOR
JOE SMITH	CRIMINAL DISTRICT ATTORNEY
SHARON FULLER	COUNTY TREASURER
DAVID HENNIGAN	SHERIFF
MELISSIE EVANS	DISTRICT CLERK

A motion was made by **Commissioner Marshall** to approve the purchase of five  
additional computers for the **County Clerk's department**, in the amount of \$5470. The  
motion was seconded by **Commissioner Walston**. All voted yes and none no.

A motion was made by **Commissioner Nash** and seconded by **Commissioner Walston**  
to ratify the **Alarm Service Agreement** for the **Best Building**. All voted yes and none  
no. SEE ATTACHED AGREEMENT

**Commissioner Marshall** motioned to request \$1241.64 from the Texas Comptroller of  
Public Accounts for Tyler County's allocation of **unclaimed capital credits** received  
from electric cooperatives. The motion was seconded by **Commissioner Nash**. All  
voted yes and none no. The purpose of the funds is in compliance with the provisions of  
Section 381.004 of the Texas Local Government Code. SEE ATTACHED

**Commissioner Nash** motioned to allocate funds received from the **unclaimed capital  
credits** to be allocated to the **Juvenile Probation Summer Youth Program**, as  
requested by Terry Allen. The funds will be used to encourage youth to be involved in  
the arts and to pay for art supplies, in compliance with Section 381.004(b)(7) of the  
Texas Local Government Code. **Commissioner Marshall** seconded the motion. All  
voted yes and none no. SEE ATTACHED REQUEST

A motion was made by **Commissioner Marshall** to award the bid from Monument  
Construction, Beaumont for replacement/repair to the roof of the **Tyler County Justice  
Center**. The cost will be \$71,202 plus \$4000 for additional insulation. **Commissioner  
Walston** seconded the motion. All voted yes and none no.

A motion was made by **Judge Blanchette** and seconded by **Commissioner Walston** to  
approve an extended warranty renewal for two years for "**panic button**" **security  
system**. This will be paid out of the courthouse security line item budget in the amount of  
\$2913.50. All voted yes and none no. SEE ATTACHED QUOTE

**Commissioner Nash** motioned to approve **inter-local agreements** with the following for  
the purpose of installing generators:

Commissioner Court  
June 30, 2009

clarified that this for a grant application from ORCA; that, the generators have not been purchased at this time. All voted yes and none no.

Judge Blanchette announced that this date was John Paul Feeley's last day as **Tyler County Emergency Management Coordinator** and wished to recognize his many years of service, however Mr. Feely was not present. Commissioner Nash reported that Mr. Feely was probably not able to attend due to a house fire in Warren the previous night.

Judge Blanchette also announced the burn ban was in effect, but that the ban does not affect the use of fireworks.

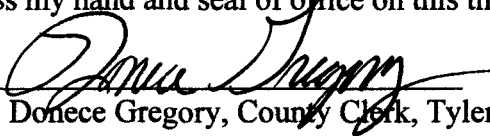
A motion was made by Commissioner Walston and seconded by Commissioner Marshall to adjourn the meeting. All voted yes and none no.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED:8:55 a.m.

I, Donece Gregory, County Clerk and ex officio member of the Tyler County Commissioners Court, do hereby certify to the fact that the above is a true and correct record of the Tyler County Commissioners Court session held on June 30, 2009.

Witness my hand and seal of office on this the 8th day of July, 2009.

Attest:



Donece Gregory, County Clerk, Tyler County, Texas



DATE: 6/19/09

PAGES: 1

TO: Donece Gregory

FROM: Dena Irving

Purchasing Agent

FAX:

NET Data Corp.

1110 Enterprise Drive

Sulphur Springs, Tx 75482

RE: Lenovo PC Quote

Fax: (903) 885-1604

dena@netdatacorp.net

\* \* \* \* \*

**Lenovo ThinkCentre M58e**

**Cost \$1,094**

Tower

2.5 GHz

2 GB Memory

160 GB –Hard Drive

DVD±RW G

MA X4500 Dynamic Video Memory

Vista Business / XP Pro

MS Office Basic

17" Flat Panel Monitor

If you have any questions, please don't hesitate to contact me.

Thank you,

Dena Irving

*Front Counter - 2  
Vital Records Table - 1  
Part-time employee - 2*

I. B

**GUARDIAN FORCE**  
SECURITY SERVICES CORPORATION

**Alarm Services**  
Agreement

Customer No. \_\_\_\_\_

This Agreement made as of this 24th day of June 2009 by and between Guardian Force Security Services Corporation (herein "GFSSC") and Tyler County Courthouse Agency (herein "Subscriber")

1. Subscriber agrees to purchase and GFSSC agrees to provide monitoring, repair, inspection and/or response services, under its self, total or in whole to be installed the security system (hereinafter sometimes referred to as the "System") described in the Recurring Services or in Provided and/or Schedule of Equipment set forth below (or in a separately attached Schedule of Equipment) at the premises of Subscriber located at: 100 South Charleston St  
Wardville, TX 75929 (herein the "Premises").

<b>TYPE OF TRANSACTION</b>	
<input checked="" type="checkbox"/> DIRECT SALE	<input type="checkbox"/> RECURRING SERVICE (including central station monitoring, repair, inspection, etc.)
<b>TYPE OF SYSTEM</b>	
(Check Boxes That Apply)	
<input type="checkbox"/> GFSSC OWNED	<input checked="" type="checkbox"/> SUBSCRIBER OWNED
<input type="checkbox"/> BURGLAR ALARM	<input checked="" type="checkbox"/> FIRE ALARM
<input type="checkbox"/> OTHER _____	
<b>RECURRING SERVICES TO BE PROVIDED</b>	
<input checked="" type="checkbox"/> CENTRAL STATION MONITORING	<input type="checkbox"/> DIRECT CONNECT TO: _____
<input type="checkbox"/> OPENINGS/CLOSINGS	<input type="checkbox"/> FIRE ALARM INSPECTION _____
<input type="checkbox"/> REPAIR	<input type="checkbox"/> RUNNER RESPONSE _____
	<input type="checkbox"/> LOCAL SYSTEM _____
<b>SCHEDULE OF EQUIPMENT</b>	
<p><i>Monitoring contract only</i> <i>1 year @ 240<sup>00</sup> per year</i></p>	

2. It is understood and agreed by and between the parties hereto that GFSSC is not an insurer, nor is this Agreement intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, will be obtained by the Subscriber. Charges are based solely upon the value of the System under the services provided and are unrelated to the value of the Subscriber's property or the property of others located in Subscriber's premises. The amounts payable by the Subscriber are not sufficient to warrant GFSSC assuming any risk of consequential, collateral, incidental or other damages to the Subscriber due to the System, its installation or the use thereof, or any deficiency, defect or inadequacy of the System or services or due to GFSSC's negligence or failure to perform, except as specifically provided for in this Agreement. Subscriber does not assume this Agreement to provide for the liability of GFSSC and Subscriber agrees that GFSSC shall not be liable for loss or damage due directly or indirectly to any occurrence or consequences therefrom which the System or service is designed to detect or avoid. From the nature of the System provided hereunder or the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the active or passive negligence of, or a failure on the part of, GFSSC to perform any of its obligations, hereunder, or the failure of the System to properly operate. If GFSSC should be found liable for loss or damage due to a failure on the part of GFSSC or the System or services, in any respect, such liability shall be limited, solely with respect to any RECURRING SERVICE transaction, to an amount equal to fifty percent of one year's recurring service charge or the amount of \$1000, whichever is less, or, solely with respect to a DIRECT SALE transaction, to an amount equal to the purchase price of the equipment with respect to which the claim is made, and regardless of the type of transaction, the liability shall be exclusive. The provisions of this paragraph shall apply in the event loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of the Agreement or from the active or passive negligence of GFSSC, its agent or employee. In the event that Subscriber desires GFSSC to assume greater liability under this Agreement, a choice is hereby given of obtaining full or limited liability by paying an additional amount in proportion to the amount of liability GFSSC will assume. If this option is chosen, an additional rider shall be attached to this Agreement setting forth the additional liability of GFSSC and the additional charge.

3. If this Agreement is a RECURRING SERVICE transaction, then this Agreement shall begin on the later of the date of completion of installation or the date of commencement of Recurring Services, and shall continue for a period of five years after the first day of the month next following said date. This Agreement shall renew automatically for successive periods of one year thereafter unless either party gives the other party written notice of termination not later than the 58th day before the last day of the then existing term.

4. Subscriber agrees to pay GFSSC the sale and/or installation charges indicated below by paying amount equal to the deposit indicated below at the time of signing the Agreement and by paying the amount of the BALANCE DUE upon completion of the installation. Further, the Subscriber agrees to pay to GFSSC the total of the TOTAL QUARTERLY RECURRING SERVICE CHARGE indicated below quarterly in advance during the term of the Agreement and any automatic renewal thereof. IN ADDITION, IN THE EVENT OF TERMINATION BY THE SUBSCRIBER PRIOR TO THE END OF THE TERM OF THE AGREEMENT, THE AGREED UPON DAMAGE PAYMENTS SET FORTH IN SECTION 7 HEREOF, WHICH MAY BE SUBSTANTIAL, WILL BECOME IMMEDIATELY DUE AND PAYABLE.

<b>SALE AND/OR INSTALLATION CHARGES</b>	<b>RECURRING SERVICE CHARGES</b>
Sale and/or Installation Charge: _____	GFSSC Recurring Charges: <u>\$ 240.00</u>
Use or Sales Tax (if applicable): _____	Use or Sales Tax (if applicable): _____
Tel. Co. Installation Charge: _____	Tel. Co. Recurring Charge: _____
<b>Total</b> _____	<b>TOTAL QUARTERLY RECURRING SERVICE CHARGE:</b> <u>\$ 240.00</u>
DEPOSIT RECEIVED: _____	
BALANCE DUE: _____	

THE TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS AGREEMENT ARE INCORPORATED HEREIN, AND, BY REFERENCE, MADE A PART HEREOF. SUBSCRIBER ACKNOWLEDGES RECEIVING A COPY OF THIS AGREEMENT AND HAVING READ AND UNDERSTOOD ALL OF SUCH TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, SECTIONS 2, 5, 6, 7, 11 AND 12, WHICH LIMIT THE WARRANTIES, LIABILITIES AND OBLIGATIONS OF GFSSC.

**GUARDIAN FORCE SECURITY SERVICES CORP.**  
By Jack Harwell Security Representative  
Approved \_\_\_\_\_ Authorized Representative

**Tyler County**  
By X J. A. Walston Subscriber  
J. A. Walston, Commissioner 6-24-2009  
Title Commissioner 6/24/2009

THIS AGREEMENT SHALL NOT BE BINDING UPON GFSSC UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GFSSC IN THE EVENT SUCH APPROVAL IS NOT OBTAINED. THE SOLE LIABILITY OF GFSSC SHALL BE TO RETURN TO SUBSCRIBER ANY AMOUNT THAT HAS BEEN PAID TO GFSSC BY SUBSCRIBER UPON TERMINATION OF THIS AGREEMENT.



Whereas, the County Clerk is unable to obtain a Certificate of Occupancy from the City of Woodville in order to move into the JB Best building until a monitoring contract is in place for the fire suppression system installed in the records room; and

Whereas, due to the sensors and other technical issues the system is unable to be connected to the County Sheriff's receiver at this time; and

Now therefore, we the undersigned commissioners <sup>and/or county judge</sup> agree and consent to the Alarm Services Agreement as submitted by Guardian Force.

  
\_\_\_\_\_

  
\_\_\_\_\_

S U S A N  
C O M B S

TEXAS COMPTROLLER of PUBLIC ACCOUNTS

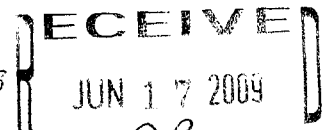
P.O. Box 13528 • AUSTIN, TX 78711-3528



June 10, 2009

The Honorable Jerome Owens  
Tyler County Judge  
100 W. Bluff St., Room 102  
Woodville, Texas 75979-5245

*Send email requesting  
change 6/19/09*



BY: AP

Dear Judge Owens:

As you may know, Section 74.602 of the Texas Property Code authorizes the Comptroller to allocate a portion of the unclaimed capital credits received from electric cooperatives back to counties in cooperatives' service areas. The Code also states that the money may only be used to fund an appropriate program under Section 381.004 of the Local Government Code.

The commissioners' court is the primary governing body and ultimate decision-making authority regarding the legitimacy of requests for funds under this provision. The amount available to each county will be based on total capital credits remitted this reporting year, minus anticipated claims as determined by the Comptroller.

If your office anticipates submitting a request for these funds, please refer to the following guidelines:

- Requests are to be submitted by the commissioners' court, in writing, to the Texas Comptroller of Public Accounts by July 31 of each year.
- Requests **must** include the complete name, address and federal tax identification number of the Commissioners' Court. Funds will be paid directly to the court.
- All requests **must** include certification that the purpose of the funds is in compliance with the provisions of Section 381.004 of the Texas Local Government Code.

Please mail your request(s) to: Texas Comptroller of Public Accounts  
Unclaimed Property Division  
Holder Reporting Section  
P. O. Box 12019  
Austin, Texas 78711-2019

If you have any questions concerning these procedures, please contact Elisa A. Flores by e-mail at [Elisa.Alice.Flores@cpa.state.tx.us](mailto:Elisa.Alice.Flores@cpa.state.tx.us) or by phone at (800) 321-2274, ext. 3-1072.

*→ LIM 6/19/09*

Sincerely,

Larry Schilhabel  
Section Supervisor  
Holder Reporting Section

*1. what is the amount?*

*\$ 1241.64*

cc: Elisa A. Flores

*letter by Commissioners et  
stating compliance  
w Section 381.004*

§ 381.004. COMMUNITY AND ECONOMIC DEVELOPMENT PROGRAMS IN CERTAIN COUNTIES. (a) In this section:

(1) "Another entity" includes the federal government, the State of Texas, a municipality, school or other special district, finance corporation, institution of higher education, charitable or nonprofit organization, foundation, board, council, commission, or any other person.

(2) "Minority" includes blacks, Hispanics, Asian Americans, American Indians, and Alaska natives.

(3) "Minority business" means a business concern, more than 50 percent of which is owned and controlled in management and daily operations by members of one or more minorities.

(4) "Women-owned business" means a business concern, more than 50 percent of which is owned and controlled in management and daily operations by one or more women.

(b) To stimulate business and commercial activity in a county, the commissioners court of the county may develop and administer a program:

(1) for state or local economic development;

(2) for small or disadvantaged business development;

(3) to stimulate, encourage, and develop business location and commercial activity in the county;

(4) to promote or advertise the county and its vicinity or conduct a solicitation program to attract conventions, visitors, and businesses;

(5) to improve the extent to which women and minority businesses are awarded county contracts;

(6) to support comprehensive literacy programs for the benefit of county residents; or

(7) for the encouragement, promotion, improvement, and application of the arts.

(c) The commissioners court may:

(1) contract with another entity for the administration of the program;

(2) authorize the program to be administered on the basis of county commissioner precincts;

(3) use county employees or funds for the program; and

(4) accept contributions, gifts, or other resources to develop and administer the program.

(d) A program established under this section may be designed to reasonably increase participation by minority and women-owned businesses in public contract awards by the county by establishing a contract percentage goal for those businesses.

(e) The legislature may appropriate unclaimed money the comptroller receives under Chapter 74, Property Code, for a county to use in carrying out a program established under this section. To receive money for that purpose for any fiscal year, the county must request the money for that fiscal year. The amount a county may receive under this subsection for a fiscal year may not exceed an amount equal to the value of the capital credits the comptroller receives from an electric cooperative corporation on behalf of the corporation's members in the county requesting the money less an amount sufficient to pay anticipated expenses and claims. The comptroller shall transfer money in response to a request after deducting the amount the comptroller determines to be sufficient to pay anticipated expenses and claims.

(f) The commissioners court of a county may support a children's advocacy center that provides services to abused children.

(g) The commissioners court may develop and administer a program authorized by Subsection (b) for entering into a tax abatement agreement with an owner or lessee of a property interest subject to ad valorem taxation. The execution, duration, and other



terms of the agreement are governed, to the extent practicable, by the provisions of Sections 312.204, 312.205, and 312.211, Tax Code, as if the commissioners court were a governing body of a municipality.

(h) The commissioners court may develop and administer a program authorized by Subsection (b) for making loans and grants of public money and providing personnel and services of the county.

Added by Acts 1989, 71st Leg., ch. 1060, § 3, eff. Aug. 28, 1989.  
Amended by Acts 1997, 75th Leg., ch. 1037, § 3, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 254, § 1, eff. May 22, 2001; Acts 2001, 77th Leg., ch. 1154, § 1, eff. June 15, 2001; Acts 2003, 78th Leg., ch. 1275, § 2(109), eff. Sept. 1, 2003.

# TYLER COUNTY JUVENILE PROBATION

**TERRY ALLEN**

Chief Juvenile Probation Officer

**TONYA SHEFFIELD**

Juvenile Probation Officer

**KATHY HARRIS**

Secretary

ADDRESS: 100 West Bluff - Rm. 108  
Woodville, Texas 75979

PHONE: 409-283-2503

FAX: 409-283-6305

June 24, 2009

Commissioner Mike Marshall  
Commissioner, Pct. 3  
300 W, Bluff  
Woodville, Texas 75979

Dear Commissioner Marshall,

The Tyler County Juvenile Probation Department is supervising a summer youth work program through a grant from DETCOG. Some of the activities we would like to see these youth involved in are through the Tyler County Art Emporium. These programs include a Shakespeare Camp, watercolor classes and scrap booking classes.

Through the Texas Comptroller of Public Accounts we have located money that could be used for these activities. I have enclosed a letter and information from the Texas Comptroller of Public Accounts office.

I would like to know if we could have permission to use part of these funds to encourage our youth to be involved in the arts.

Thank you for your time. I look forward to hearing from you.

Thank you,



Terry Allen  
Chief Juvenile Probation Officer

TA/kh

# SecureTech Systems, Inc

# QUOTE

4108 Amon Carter Blvd, Suite 206  
 Ft Worth, TX 76155  
 Phone: (817) 869-0569  
 Fax: (817) 869-0570

DATE: May 8, 2009

OFFER EXPIRATION: June 30, 2009

TO Tyler County  
 Judge Jacques L. Blanchette  
 199 W. Bluff, #102  
 Woodville, TX 75979

WAVE Serial Number: 1036, 1037  
 Date of Install: 6/19/2007  
 Warranty Expires: 6/19/2009

SERVICE PERSON	JOB	PAYMENT TERMS	DUE DATE
	Tyler County	Net 30 Days	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
<b>Service</b>			
2	Replace System Back-Up Battery	30.50	61.00
49	Replace ALL Batteries in Transmitters	6.00	294.00
1	Replace Repeater Battery	23.50	23.50
1	Service and Test Complete System	605.00	605.00
		<b>Sub Total</b>	<b>983.50</b>
<b>Warranty</b>			
2	Extend System Warranty for Two (2) Years	965.00	1,930.00
	<b>Total Service and Warranty</b>		<b>2,913.50</b>

SUBTOTAL	<b>\$ 2,913.50</b>
SALES TAX	Exempt
TOTAL	

To accept this Quotation, Sign and Fax to: (817) 869-0570

Sign: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_

A customer service representative will contact you shortly to schedule your service

# SecureTech Systems, Inc.

Copy to Comm.

May 8, 2009

Tyler County  
Judge Blanchette  
199 W. Bluff, #102  
Woodville, TX 75979

Re: SecureTech's Wireless Panic/Duress System installed in your facility

Dear Judge Blanchette,

A WAVE wireless panic/duress alarm system from SecureTech, was installed in your facility almost two years ago. We would like to thank you once again for your purchase. We hope that you have been satisfied with the performance of our equipment.

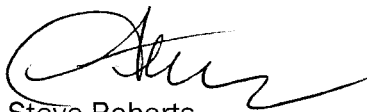
We are writing to inform you that the standard manufacturer's warranty that was provided with your equipment is about to expire. We offer our customers the option to participate in an extended warranty program.

Please find attached a proposal to service your system and extend the warranty for an additional two years. The service includes testing each transmitter to ensure that it is still operating properly and replacing all of the batteries in the system. If you would like us to provide this service, please sign the proposal and fax or mail it back to us.

Regardless of whether you choose to participate in our extended warranty program, we highly recommend that the system is tested and the batteries in both the main unit and in each repeater and transmitter are replaced every two years.

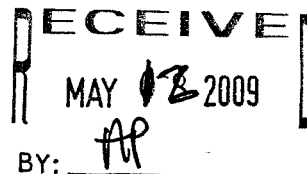
Thank you for choosing the WAVE. Please let us know if we can be of any further assistance.

Sincerely,



Steve Roberts  
Technical Department

Enclosure



4108 Amon Carter Blvd, Suite 206 Ft. Worth, TX 76155  
Phone (817) 869-0569 Fax (817) 869-0570  
[www.securetechwave.com](http://www.securetechwave.com)

INTER-GOVERNMENTAL AGREEMENT  
BETWEEN  
COUNTY OF TYLER  
AND  
DAM B VOLUNTEER FIRE DEPARTMENT

STATE OF TEXAS

COUNTY OF TYLER

This Agreement between the COUNTY OF TYLER, TEXAS, whose address is, 100 WEST BLUFF STREET, WOODVILLE Texas 75979 hereinafter referred to as "County" and the ~~WARREN VOLUNTEER FIRE DEPARTMENT~~ whose address is 1343 FM 92, Woodville, Texas 75979 hereinafter referred to as "VFD", is as follows:

WHEREAS, the County will apply for a 2008 Supplemental Disaster Recovery Fund: Hurricane Dolly and Ike Non Housing Activities Grant from the Office of Rural Community Affairs in the amount of \$7,724,124.00 of which \$33,000.00 (Construction) is being allocated to the VFD.

WHEREAS, the Supplemental Disaster Recovery Funds Contract will install a 20 kilowatt generator at the fire station.

WHEREAS, the County and VFD are desirous of reciting in writing certain duties and obligations between the parties hereto:

FOR AND IN CONSIDERATION of the mutual benefits flowing to the VFD as well as the County as a result of the application by the County and the receipt of a contract award under the 2008 Supplemental Disaster Recovery Fund Program and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. In the event the County should incur any costs at the request or under the direction of/or approved by the VFD which is determined by the Office of Rural Community Affairs to exceed actual or reasonable costs for performances rendered under said Texas Community Development Program Contract, the VFD will be responsible and pay for any such costs on or before thirty (30) days from the date of notice and demand for payment of same with the County providing a copy of the paid receipt or invoice in question.
2. The Project Engineer shall coordinate with the County and VFD all plans and specifications.
3. Prior to the bidding process, the Project Engineer shall submit specifications to the County, Texas Commission on Environmental Quality and the VFD for approval.
4. The County shall fully and satisfactorily perform all of the conditions and obligations of the County as contractor under the terms of the TxCDBG Contract.
5. The VFD will fully and satisfactorily perform all of its obligations under the terms of this contract.


DAM B  
VOLUNTEER  
FIRE  
DEPARTMENT

6. The County shall submit VFD such reports as are required under Section 8 of the TxCDBG Contract. The VFD shall timely provide the County with all information and documents in the possession of the VFD necessary for such required reports of the County. Should the VFD fail to timely furnish any such information or documents in the possession of the VFD following timely request for same, should the County incur any expenses or damages whatsoever as a result of the VFD failing to timely furnish such information necessary to comply with the reporting requirements of said TxCDBG Disaster Contract then the District shall be required to repay such expenses to the VFD County and otherwise indemnify the VFD for any loss or damages sustained as a result thereof.
7. The VFD hereby agrees to indemnify and hold harmless the County against any and all claims, demands, causes of action of every kind or character which may be asserted by the Office of Rural Community Affairs, an agency of the State of Texas, occurring or in any way incident to, arising out of, or in connection with the services to be performed by the VFD under this Contract.
8. In the event of the termination of the TxCDBG 2008 SUPPLEMENTAL DISASTER RECOVERY CONTRACT for any grounds other than the negligence or intentional violation of the TxCDBG CONTRACT by the County resulting in said termination, the VFD shall indemnify and hold harmless the County for any and all claims, demands, damages, or other causes of action asserted by any subcontractors or suppliers or others, as a result of any contract entered into by and between the County and any said subcontractors or others as a result of the award of said TxCDBG CONTRACT to the County.
9. The County and/or the VFD may terminate this Contract in whole or in part at either of the following times: (1) Upon notification by the Department of the termination of said TxCDBG CONTRACT, or (2) upon a violation of the terms of the Contract by other party.
10. The parties expressly agree that the County requested and obtained the partial amount allocated for this proposed TxCDBG Supplemental Disaster Recovery Grant at the request of the VFD for the benefit of the citizens in the project area. Therefore, it is expressly agreed that any expenses or damages suffered by the County as a result of said project under the TxCDBG Contract or grant, other than such damages or unreasonable expenses which are incurred as a result of the intentional conduct of the County, shall be paid by the VFD All said additional expenses not covered by the allocated grant funds shall be paid for by the VFD.
11. The parties further agree that all land purchases and improvements placed thereon, and all water facility improvements acquired by funds from said TxCDBG CONTRACT and/or purchased or provided by the VFD shall be conveyed in fee simple to the VFD by the County upon completion of the grant contract. In consideration therefore, the VFD agrees and will assume all legal responsibilities and obligations connected with the improvements and operation of said water facilities.


12. This is a good faith effort between the County and the VFD to accommodate and assist the citizens of the County by providing improved Fire Protection to the project target area and each of the entities here do pledge their best efforts to fulfill the obligation set forth herein as well as the obligations and requirements set forth in said TxCDBG 2008 Supplementary Disaster Recovery Contract if awarded by the Office of Rural Community Affairs, the same being incorporated herein by reference the same as if fully set forth in this Contract.

COUNTY OF TYLER

WITNESS OUR HANDS effective this 30<sup>th</sup> day of JUNE, 2009.

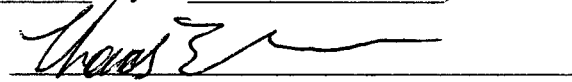
  
Jacques Blanchette, County Judge  
County of Tyler

ATTEST:

  
Donece Gregory, County Clerk  
County of Tyler

DAM B VOLUNTEER FIRE DEPARTMENT

WITNESS OUR HANDS effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

  
Thomas Eller, Chief  
Dam B Volunteer Fire Department

ATTEST:

\_\_\_\_\_  
  
Eugene R. Ladd, Secretary  
Dam B Volunteer Fire Department

INTER-GOVERNMENTAL AGREEMENT  
BETWEEN  
COUNTY OF TYLER  
AND  
CHESTER WATER SUPPLY CORPORATION

STATE OF TEXAS

COUNTY OF TYLER

This Agreement between the COUNTY OF TYLER, TEXAS, whose address is, 100 WEST BLUFF STREET, Woodville, Texas 75979 hereinafter referred to as "County" and the CHESTER WATER SUPPLY CORPORATION whose address is P.O. Box 87 Chester, Texas 75936 hereinafter referred to as "WSC", is as follows:

WHEREAS, the County will apply for a 2008 Supplemental Disaster Recovery Fund: Hurricane Dolly and Ike Non Housing Activities Grant from the Office of Rural Community Affairs in the amount of \$7,724,124.00 of which \$140,000.00 (Construction) is being allocated to the WSC.

WHEREAS, the Supplemental Disaster Recovery Funds Contract will install a 125 kilowatt generator at the Chester Water Plant and a 125 kilowatt generator at the Dear Country Water Plant WSC

WHEREAS, the County and WSC are desirous of reciting in writing certain duties and obligations between the parties hereto:

FOR AND IN CONSIDERATION of the mutual benefits flowing to the WSC as well as the County as a result of the application by the County and the receipt of a contract award under the 2008 Supplemental Disaster Recovery Fund Program and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. In the event the County should incur any costs at the request or under the direction of/or approved by the WSC which is determined by the Office of Rural Community Affairs to exceed actual or reasonable costs for performances rendered under said Texas Community Development Program Contract, the WSC will be responsible and pay for any such costs on or before thirty (30) days from the date of notice and demand for payment of same with the County providing a copy of the paid receipt or invoice in question.
2. The Project Engineer shall coordinate with the County and WSC all plans and specifications.
3. Prior to the bidding process, the Project Engineer shall submit specifications to the County, Texas Commission on Environmental Quality and the WSC for approval.
4. The County shall fully and satisfactorily perform all of the conditions and obligations of the County as contractor under the terms of the TxCDBG Contract.



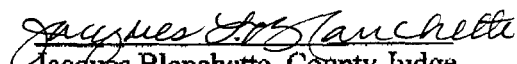
5. The WSC will fully and satisfactorily perform all of its obligations under the terms of this contract.
6. The County shall submit WSC such reports as are required under Section 8 of the TxCDBG Contract. The WSC shall timely provide the County with all information and documents in the possession of the WSC necessary for such required reports of the County. Should the WSC fail to timely furnish any such information or documents in the possession of the WSC following timely request for same, should the County incur any expenses or damages whatsoever as a result of the WSC failing to timely furnish such information necessary to comply with the reporting requirements of said TxCDBG Disaster Contract then the District shall be required to repay such expenses to the WSC County and otherwise indemnify the WSC for any loss or damages sustained as a result thereof.
7. The WSC hereby agrees to indemnify and hold harmless the County against any and all claims, demands, causes of action of every kind or character which may be asserted by the Office of Rural Community Affairs, an agency of the State of Texas, occurring or in any way incident to, arising out of, or in connection with the services to be performed by the WSC under this Contract.
8. In the event of the termination of the TxCDBG 2008 SUPPLEMENTAL DISASTER RECOVERY CONTRACT for any grounds other than the negligence or intentional violation of the TxCDBG CONTRACT by the County resulting in said termination, the WSC shall indemnify and hold harmless the County for any and all claims, demands, damages, or other causes of action asserted by any subcontractors or suppliers or others, as a result of any contract entered into by and between the County and any said subcontractors or others as a result of the award of said TxCDBG CONTRACT to the County.
9. The County and/or the WSC may terminate this Contract in whole or in part at either of the following times: (1) Upon notification by the Department of the termination of said TxCDBG CONTRACT, or (2) upon a violation of the terms of the Contract by other party.
10. The parties expressly agree that the County requested and obtained the partial amount allocated for this proposed TxCDBG Supplemental Disaster Recovery Grant at the request of the WSC for the benefit of the citizens in the project area. Therefore, it is expressly agreed that any expenses or damages suffered by the County as a result of said project under the TxCDBG Contract or grant, other than such damages or unreasonable expenses which are incurred as a result of the intentional conduct of the County, shall be paid by the WSC All said additional expenses not covered by the allocated grant funds shall be paid for by the WSC.
11. The parties further agree that all land purchases and improvements placed thereon, and all water facility improvements acquired by funds from said TxCDBG CONTRACT and/or purchased or provided by the WSC shall be conveyed in fee simple to the WSC by the County upon completion of the grant contract. In

consideration therefore, the WSC agrees and will assume all legal responsibilities and obligations connected with the improvements and operation of said water facilities.


12. This is a good faith effort between the County and the WSC to accommodate and assist the citizens of the Chester by providing improved water service to the project target area and each of the entities here do pledge their best efforts to fulfill the obligation set forth herein as well as the obligations and requirements set forth in said TxCDBG 2008 Supplementary Disaster Recovery Contract if awarded by the Office of Rural Community Affairs, the same being incorporated herein by reference the same as if fully set forth in this Contract.

COUNTY OF TYLER

WITNESS OUR HANDS effective this 30<sup>th</sup> day of JUNE, 2009.


  
Jacques Blanchette, County Judge  
County of Tyler

ATTEST:

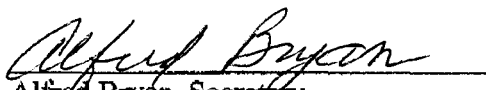
  
Donece Gregory, County Clerk  
County of Tyler

CHESTER WATER SUPPLY CORPORATION

WITNESS OUR HANDS effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

  
Steve Watts, President  
Chester Water Supply Corporation

ATTEST:

  
Alfred Bryan, Secretary  
Chester Water Supply Corporation

INTER-GOVERNMENTAL AGREEMENT  
BETWEEN  
COUNTY OF TYLER  
AND  
WILDWOOD VOLUNTEER FIRE DEPARTMENT  
STATE OF TEXAS

COUNTY OF TYLER

This Agreement between the COUNTY OF TYLER, TEXAS, whose address is, 100 WEST BLUFF STREET, WOODVILLE Texas 75979 hereinafter referred to as "County" and the WILDWOOD VOLUNTEER FIRE DEPARTMENT whose address is P.O. Box 172, Wildwood, Texas 77663 hereinafter referred to as "VFD", is as follows:

WHEREAS, the County will apply for a 2008 Supplemental Disaster Recovery Fund: Hurricane Dolly and Ike Non Housing Activities Grant from the Office of Rural Community Affairs in the amount of \$7,724,124.00 of which \$33,000.00 (Construction) is being allocated to the VFD.

WHEREAS, the Supplemental Disaster Recovery Funds Contract will install a 20 kilowatt generator at the fire station.

WHEREAS, the County and VFD are desirous of reciting in writing certain duties and obligations between the parties hereto:

FOR AND IN CONSIDERATION of the mutual benefits flowing to the VFD as well as the County as a result of the application by the County and the receipt of a contract award under the 2008 Supplemental Disaster Recovery Fund Program and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

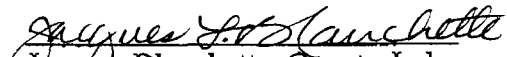
1. In the event the County should incur any costs at the request or under the direction of/or approved by the VFD which is determined by the Office of Rural Community Affairs to exceed actual or reasonable costs for performances rendered under said Texas Community Development Program Contract, the VFD will be responsible and pay for any such costs on or before thirty (30) days from the date of notice and demand for payment of same with the County providing a copy of the paid receipt or invoice in question.
2. The Project Engineer shall coordinate with the County and VFD all plans and specifications.
3. Prior to the bidding process, the Project Engineer shall submit specifications to the County, Texas Commission on Environmental Quality and the VFD for approval.
4. The County shall fully and satisfactorily perform all of the conditions and obligations of the County as contractor under the terms of the TxCDBG Contract.
5. The VFD will fully and satisfactorily perform all of its obligations under the terms of this contract.

6. The County shall submit VFD such reports as are required under Section 8 of the TxCDBG Contract. The VFD shall timely provide the County with all information and documents in the possession of the VFD necessary for such required reports of the County. Should the VFD fail to timely furnish any such information or documents in the possession of the VFD following timely request for same, should the County incur any expenses or damages whatsoever as a result of the VFD failing to timely furnish such information necessary to comply with the reporting requirements of said TxCDBG Disaster Contract then the District shall be required to repay such expenses to the VFD County and otherwise indemnify the VFD for any loss or damages sustained as a result thereof.
7. The VFD hereby agrees to indemnify and hold harmless the County against any and all claims, demands, causes of action of every kind or character which may be asserted by the Office of Rural Community Affairs, an agency of the State of Texas, occurring or in any way incident to, arising out of, or in connection with the services to be performed by the VFD under this Contract.
8. In the event of the termination of the TxCDBG 2008 SUPPLEMENTAL DISASTER RECOVERY CONTRACT for any grounds other than the negligence or intentional violation of the TxCDBG CONTRACT by the County resulting in said termination, the VFD shall indemnify and hold harmless the County for any and all claims, demands, damages, or other causes of action asserted by any subcontractors or suppliers or others, as a result of any contract entered into by and between the County and any said subcontractors or others as a result of the award of said TxCDBG CONTRACT to the County.
9. The County and/or the VFD may terminate this Contract in whole or in part at either of the following times: (1) Upon notification by the Department of the termination of said TxCDBG CONTRACT, or (2) upon a violation of the terms of the Contract by other party.
10. The parties expressly agree that the County requested and obtained the partial amount allocated for this proposed TxCDBG Supplemental Disaster Recovery Grant at the request of the VFD for the benefit of the citizens in the project area. Therefore, it is expressly agreed that any expenses or damages suffered by the County as a result of said project under the TxCDBG Contract or grant, other than such damages or unreasonable expenses which are incurred as a result of the intentional conduct of the County, shall be paid by the VFD. All said additional expenses not covered by the allocated grant funds shall be paid for by the VFD.
11. The parties further agree that all land purchases and improvements placed thereon, and all water facility improvements acquired by funds from said TxCDBG CONTRACT and/or purchased or provided by the VFD shall be conveyed in fee simple to the VFD by the County upon completion of the grant contract. In consideration therefore, the VFD agrees and will assume all legal responsibilities and obligations connected with the improvements and operation of said water facilities.

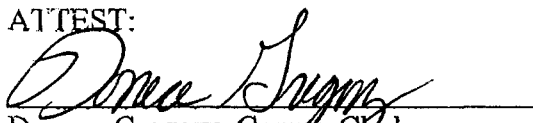
12. This is a good faith effort between the County and the VFD to accommodate and assist the citizens of the County by providing improved Fire Protection to the project target area and each of the entities here do pledge their best efforts to fulfill the obligation set forth herein as well as the obligations and requirements set forth in said TxCDBG 2008 Supplementary Disaster Recovery Contract if awarded by the Office of Rural Community Affairs, the same being incorporated herein by reference the same as if fully set forth in this Contract.

COUNTY OF TYLER

WITNESS OUR HANDS effective this 30<sup>th</sup> day of JUNE, 2009.

  
Jacques Blanchette, County Judge  
County of Tyler

ATTEST:


  
Donece Gregory, County Clerk  
County of Tyler

WILDWOOD VOLUNTEER FIRE DEPARTMENT

WITNESS OUR HANDS effective this 23 day of JUNE, 2009.

  
Randy Odom, Chief  
Wildwood Volunteer Fire Department

ATTEST:

  
Jooy MORELL, Secretary  
Wildwood Volunteer Fire Department

INTER-GOVERNMENTAL AGREEMENT  
BETWEEN  
COUNTY OF TYLER  
AND  
WILDWOOD PROPERTY OWNERS ASSOCIATION

STATE OF TEXAS

COUNTY OF TYLER

This Agreement between the COUNTY OF TYLER, TEXAS, whose address is, 100 WEST BLUFF STREET, Woodville, Texas 75979 hereinafter referred to as "County" and the WILDWOOD PROPERTY OWNERS ASSOCIATION, whose address is P.O. Box 903 Village Mills, Texas 77663 hereinafter referred to as "WPOA", is as follows:

WHEREAS, the County will apply for a 2008 Supplemental Disaster Recovery Fund: Hurricane Dolly and Ike Non Housing Activities Grant from the Office of Rural Community Affairs in the amount of \$7,725,24.00 of which \$67,000.00 (Construction) is being allocated to the WPOA.

WHEREAS, the Supplemental Disaster Recovery Funds Contract will install a 80 kilowatt generator for the lift station.

WHEREAS, the County and WPOA are desirous of reciting in writing certain duties and obligations between the parties hereto:

FOR AND IN CONSIDERATION of the mutual benefits flowing to the WPOA as well as the County as a result of the application by the County and the receipt of a contract award under the 2008 Supplemental Disaster Recovery Fund Program and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

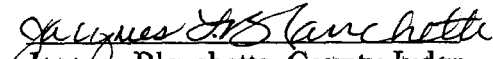
1. In the event the County should incur any costs at the request or under the direction of/or approved by the WPOA which is determined by the Office of Rural Community Affairs to exceed actual or reasonable costs for performances rendered under said Texas Community Development Program Contract, the WPOA will be responsible and pay for any such costs on or before thirty (30) days from the date of notice and demand for payment of same with the County providing a copy of the paid receipt or invoice in question.
2. The Project Engineer shall coordinate with the County and WPOA all plans and specifications.
3. Prior to the bidding process, the Project Engineer shall submit specifications to the County, Texas Commission on Environmental Quality and the WPOA for approval.
4. The County shall fully and satisfactorily perform all of the conditions and obligations of the County as contractor under the terms of the TxCDBG Contract.
5. The WPOA will fully and satisfactorily perform all of its obligations under the terms of this contract.

6. The County shall submit WPOA such reports as are required under Section 8 of the TxCDBG Contract. The WPOA shall timely provide the County with all information and documents in the possession of the WPOA necessary for such required reports of the County. Should the WPOA fail to timely furnish any such information or documents in the possession of the WPOA following timely request for same, should the County incur any expenses or damages whatsoever as a result of the WPOA failing to timely furnish such information necessary to comply with the reporting requirements of said TxCDBG Disaster Contract then the District shall be required to repay such expenses to the WPOA County and otherwise indemnify the WPOA for any loss or damages sustained as a result thereof.
7. The WPOA hereby agrees to indemnify and hold harmless the County against any and all claims, demands, causes of action of every kind or character which may be asserted by the Office of Rural Community Affairs, an agency of the State of Texas, occurring or in any way incident to, arising out of, or in connection with the services to be performed by the WPOA under this Contract.
8. In the event of the termination of the TxCDBG 2008 SUPPLEMENTAL DISASTER RECOVERY CONTRACT for any grounds other than the negligence or intentional violation of the TxCDBG CONTRACT by the County resulting in said termination, the WPOA shall indemnify and hold harmless the County for any and all claims, demands, damages, or other causes of action asserted by any subcontractors or suppliers or others, as a result of any contract entered into by and between the County and any said subcontractors or others as a result of the award of said TxCDBG CONTRACT to the County.
9. The County and/or the WPOA may terminate this Contract in whole or in part at either of the following times: (1) Upon notification by the Department of the termination of said TxCDBG CONTRACT, or (2) upon a violation of the terms of the Contract by other party.
10. The parties expressly agree that the County requested and obtained the partial amount allocated for this proposed TxCDBG Supplemental Disaster Recovery Grant at the request of the WPOA for the benefit of the citizens in the project area. Therefore, it is expressly agreed that any expenses or damages suffered by the County as a result of said project under the TxCDBG Contract or grant, other than such damages or unreasonable expenses which are incurred as a result of the intentional conduct of the County, shall be paid by the WPOA. All said additional expenses not covered by the allocated grant funds shall be paid for by the WPOA.
11. The parties further agree that all land purchases and improvements placed thereon, and all water facility improvements acquired by funds from said TxCDBG CONTRACT and/or purchased or provided by the WPOA shall be conveyed in fee simple to the WPOA by the County upon completion of the grant contract. In consideration therefore, the WPOA agrees and will assume all legal responsibilities and obligations connected with the improvements and operation of said water facilities.

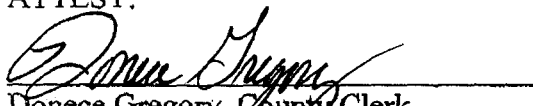
12. This is a good faith effort between the County and the WPOA to accommodate and assist the citizens of the WPOA by providing improved sewer service to the project target area and each of the entities here do pledge their best efforts to fulfill the obligation set forth herein as well as the obligations and requirements set forth in said TxCDBG 2008 Supplementary Disaster Recovery Contract if awarded by the Office of Rural Community Affairs, the same being incorporated herein by reference the same as if fully set forth in this Contract.

COUNTY OF TYLER

WITNESS OUR HANDS effective this 30<sup>th</sup> day of JUNE, 2009.

  
Jacques Blanchette, County Judge  
County of Tyler

ATTEST:

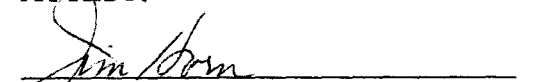
  
Donece Gregory, County Clerk  
County of Tyler

WILDWOOD PROPERTY OWNERS ASSOCIATION

WITNESS OUR HANDS effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

  
Tommy Davis, Chairman  
Wildwood Property Owners Association

ATTEST:

  
Jim Horn, Secretary  
Wildwood Property Owners Association



INTER-GOVERNMENTAL AGREEMENT  
BETWEEN  
COUNTY OF TYLER  
AND  
SPURGER VOLUNTEER FIRE DEPARTMENT

STATE OF TEXAS

COUNTY OF TYLER

This Agreement between the COUNTY OF TYLER, TEXAS, whose address is, 100 WEST BLUFF STREET, WOODVILLE Texas 75979 hereinafter referred to as "County" and the SPURGER VOLUNTEER FIRE DEPARTMENT whose address is P.O. Box 645, Spurger, Texas 777660 hereinafter referred to as "VFD", is as follows:

WHEREAS, the County will apply for a 2008 Supplemental Disaster Recovery Fund: Hurricane Dolly and Ike Non Housing Activities Grant from the Office of Rural Community Affairs in the amount of \$7,724,124.00 of which \$40,600.00 (Construction) is being allocated to the VFD.

WHEREAS, the Supplemental Disaster Recovery Funds Contract will install a 35 kilowatt generator at the fire station.

WHEREAS, the County and VFD are desirous of reciting in writing certain duties and obligations between the parties hereto:

FOR AND IN CONSIDERATION of the mutual benefits flowing to the VFD as well as the County as a result of the application by the County and the receipt of a contract award under the 2008 Supplemental Disaster Recovery Fund Program and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

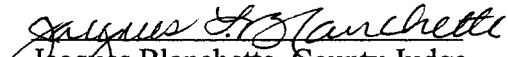
1. In the event the County should incur any costs at the request or under the direction of/or approved by the VFD which is determined by the Office of Rural Community Affairs to exceed actual or reasonable costs for performances rendered under said Texas Community Development Program Contract, the VFD will be responsible and pay for any such costs on or before thirty (30) days from the date of notice and demand for payment of same with the County providing a copy of the paid receipt or invoice in question.
2. The Project Engineer shall coordinate with the County and VFD all plans and specifications.
3. Prior to the bidding process, the Project Engineer shall submit specifications to the County, Texas Commission on Environmental Quality and the VFD for approval.
4. The County shall fully and satisfactorily perform all of the conditions and obligations of the County as contractor under the terms of the TxCDBG Contract.
5. The VFD will fully and satisfactorily perform all of its obligations under the terms of this contract.

6. The County shall submit VFD such reports as are required under Section 8 of the TxCDBG Contract. The VFD shall timely provide the County with all information and documents in the possession of the VFD necessary for such required reports of the County. Should the VFD fail to timely furnish any such information or documents in the possession of the VFD following timely request for same, should the County incur any expenses or damages whatsoever as a result of the VFD failing to timely furnish such information necessary to comply with the reporting requirements of said TxCDBG Disaster Contract then the District shall be required to repay such expenses to the VFD County and otherwise indemnify the VFD for any loss or damages sustained as a result thereof.
7. The VFD hereby agrees to indemnify and hold harmless the County against any and all claims, demands, causes of action of every kind or character which may be asserted by the Office of Rural Community Affairs, an agency of the State of Texas, occurring or in any way incident to, arising out of, or in connection with the services to be performed by the VFD under this Contract.
8. In the event of the termination of the TxCDBG 2008 SUPPLEMENTAL DISASTER RECOVERY CONTRACT for any grounds other than the negligence or intentional violation of the TxCDBG CONTRACT by the County resulting in said termination, the VFD shall indemnify and hold harmless the County for any and all claims, demands, damages, or other causes of action asserted by any subcontractors or suppliers or others, as a result of any contract entered into by and between the County and any said subcontractors or others as a result of the award of said TxCDBG CONTRACT to the County.
9. The County and/or the VFD may terminate this Contract in whole or in part at either of the following times: (1) Upon notification by the Department of the termination of said TxCDBG CONTRACT, or (2) upon a violation of the terms of the Contract by other party.
10. The parties expressly agree that the County requested and obtained the partial amount allocated for this proposed TxCDBG Supplemental Disaster Recovery Grant at the request of the VFD for the benefit of the citizens in the project area. Therefore, it is expressly agreed that any expenses or damages suffered by the County as a result of said project under the TxCDBG Contract or grant, other than such damages or unreasonable expenses which are incurred as a result of the intentional conduct of the County, shall be paid by the VFD. All said additional expenses not covered by the allocated grant funds shall be paid for by the VFD.
11. The parties further agree that all land purchases and improvements placed thereon, and all water facility improvements acquired by funds from said TxCDBG CONTRACT and/or purchased or provided by the VFD shall be conveyed in fee simple to the VFD by the County upon completion of the grant contract. In consideration therefore, the VFD agrees and will assume all legal responsibilities and obligations connected with the improvements and operation of said water facilities.

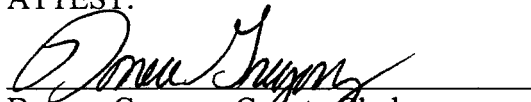
12. This is a good faith effort between the County and the VFD to accommodate and assist the citizens of the County by providing improved Fire Protection to the project target area and each of the entities here do pledge their best efforts to fulfill the obligation set forth herein as well as the obligations and requirements set forth in said TxCDBG 2008 Supplementary Disaster Recovery Contract if awarded by the Office of Rural Community Affairs, the same being incorporated herein by reference the same as if fully set forth in this Contract.

COUNTY OF TYLER

WITNESS OUR HANDS effective this 30<sup>th</sup> day of JUNE, 2009.

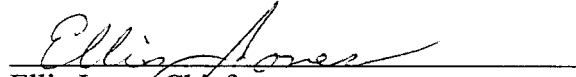
  
Jacques Blanchette, County Judge  
County of Tyler

ATTEST:

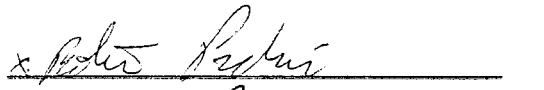
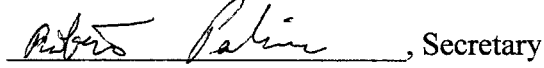
  
Donece Gregory, County Clerk  
County of Tyler

SPURGER VOLUNTEER FIRE DEPARTMENT

WITNESS OUR HANDS effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

  
Ellis Jones, Chief  
Spurger Volunteer Fire Department

ATTEST:

  
, Secretary  
Spurger Volunteer Fire Department

ROBERT PERKINS

INTER-GOVERNMENTAL AGREEMENT  
BETWEEN  
COUNTY OF TYLER  
AND  
FRED VOLUNTEER FIRE DEPARTMENT

STATE OF TEXAS

COUNTY OF TYLER

This Agreement between the COUNTY OF TYLER, TEXAS, whose address is, 100 WEST BLUFF STREET, WOODVILLE Texas 75979 hereinafter referred to as "County" and the FRED VOLUNTEER FIRE DEPARTMENT whose address is P.O. BOX 234, 20707 FM 92 SOUTH, FRED, Texas 77612-0234 hereinafter referred to as "VFD", is as follows:

WHEREAS, the County will apply for a 2008 Supplemental Disaster Recovery Fund: Hurricane Dolly and Ike Non Housing Activities Grant from the Office of Rural Community Affairs in the amount of \$7,724,124.00 of which \$33,000.00 (Construction) is being allocated to the VFD.

WHEREAS, the Supplemental Disaster Recovery Funds Contract will install a 20 kilowatt generator at the fire station.

WHEREAS, the County and VFD are desirous of reciting in writing certain duties and obligations between the parties hereto:

FOR AND IN CONSIDERATION of the mutual benefits flowing to the VFD as well as the County as a result of the application by the County and the receipt of a contract award under the 2008 Supplemental Disaster Recovery Fund Program and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

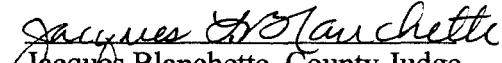
1. In the event the County should incur any costs at the request or under the direction of/or approved by the VFD which is determined by the Office of Rural Community Affairs to exceed actual or reasonable costs for performances rendered under said Texas Community Development Program Contract, the VFD will be responsible and pay for any such costs on or before thirty (30) days from the date of notice and demand for payment of same with the County providing a copy of the paid receipt or invoice in question.
2. The Project Engineer shall coordinate with the County and VFD all plans and specifications.
3. Prior to the bidding process, the Project Engineer shall submit specifications to the County, Texas Commission on Environmental Quality and the VFD for approval.
4. The County shall fully and satisfactorily perform all of the conditions and obligations of the County as contractor under the terms of the TxCDBG Contract.
5. The VFD will fully and satisfactorily perform all of its obligations under the terms of this contract.

6. The County shall submit VFD such reports as are required under Section 8 of the TxCDBG Contract. The VFD shall timely provide the County with all information and documents in the possession of the VFD necessary for such required reports of the County. Should the VFD fail to timely furnish any such information or documents in the possession of the VFD following timely request for same, should the County incur any expenses or damages whatsoever as a result of the VFD failing to timely furnish such information necessary to comply with the reporting requirements of said TxCDBG Disaster Contract then the District shall be required to repay such expenses to the VFD County and otherwise indemnify the VFD for any loss or damages sustained as a result thereof.
7. The VFD hereby agrees to indemnify and hold harmless the County against any and all claims, demands, causes of action of every kind or character which may be asserted by the Office of Rural Community Affairs, an agency of the State of Texas, occurring or in any way incident to, arising out of, or in connection with the services to be performed by the VFD under this Contract.
8. In the event of the termination of the TxCDBG 2008 SUPPLEMENTAL DISASTER RECOVERY CONTRACT for any grounds other than the negligence or intentional violation of the TxCDBG CONTRACT by the County resulting in said termination, the VFD shall indemnify and hold harmless the County for any and all claims, demands, damages, or other causes of action asserted by any subcontractors or suppliers or others, as a result of any contract entered into by and between the County and any said subcontractors or others as a result of the award of said TxCDBG CONTRACT to the County.
9. The County and/or the VFD may terminate this Contract in whole or in part at either of the following times: (1) Upon notification by the Department of the termination of said TxCDBG CONTRACT, or (2) upon a violation of the terms of the Contract by other party.
10. The parties expressly agree that the County requested and obtained the partial amount allocated for this proposed TxCDBG Supplemental Disaster Recovery Grant at the request of the VFD for the benefit of the citizens in the project area. Therefore, it is expressly agreed that any expenses or damages suffered by the County as a result of said project under the TxCDBG Contract or grant, other than such damages or unreasonable expenses which are incurred as a result of the intentional conduct of the County, shall be paid by the VFD. All said additional expenses not covered by the allocated grant funds shall be paid for by the VFD.
11. The parties further agree that all land purchases and improvements placed thereon, and all water facility improvements acquired by funds from said TxCDBG CONTRACT and/or purchased or provided by the VFD shall be conveyed in fee simple to the VFD by the County upon completion of the grant contract. In consideration therefore, the VFD agrees and will assume all legal responsibilities and obligations connected with the improvements and operation of said water facilities.

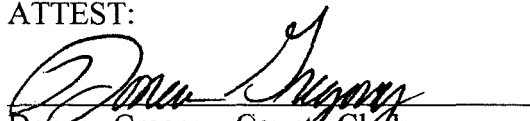
12. This is a good faith effort between the County and the VFD to accommodate and assist the citizens of the County by providing improved Fire Protection to the project target area and each of the entities here do pledge their best efforts to fulfill the obligation set forth herein as well as the obligations and requirements set forth in said TxCDBG 2008 Supplementary Disaster Recovery Contract if awarded by the Office of Rural Community Affairs, the same being incorporated herein by reference the same as if fully set forth in this Contract.

COUNTY OF TYLER

WITNESS OUR HANDS effective this 30<sup>th</sup> day of JUNE, 2009.


  
Jacques Blanchette, County Judge  
County of Tyler

ATTEST:

  
Donece Gregory, County Clerk  
County of Tyler

FRED VOLUNTEER FIRE DEPARTMENT

WITNESS OUR HANDS effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

  
Danny Nicholson, Chief  
Fred Volunteer Fire Department

ATTEST:

\_\_\_\_\_  
  
James Adkins, Secretary  
Fred Volunteer Fire Department

INTER-GOVERNMENTAL AGREEMENT  
BETWEEN  
COUNTY OF TYLER  
AND  
WHITE TAIL RIDGE VOLUNTEER FIRE DEPARTMENT  
STATE OF TEXAS

COUNTY OF TYLER

This Agreement between the COUNTY OF TYLER, TEXAS, whose address is, 100 WEST BLUFF STREET, WOODVILLE Texas 75979 hereinafter referred to as "County" and the WHITE TAIL RIDGE VOLUNTEER FIRE DEPARTMENT whose address is 160 White Tail Ridge, Woodville, Texas 75979 hereinafter referred to as "VFD", is as follows:

WHEREAS, the County will apply for a 2008 Supplemental Disaster Recovery Fund: Hurricane Dolly and Ike Non Housing Activities Grant from the Office of Rural Community Affairs in the amount of \$7,724,124.00 of which \$33,000.00 (Construction) is being allocated to the VFD.

WHEREAS, the Supplemental Disaster Recovery Funds Contract will install a 20 kilowatt generator at the fire station.

WHEREAS, the County and VFD are desirous of reciting in writing certain duties and obligations between the parties hereto:

FOR AND IN CONSIDERATION of the mutual benefits flowing to the VFD as well as the County as a result of the application by the County and the receipt of a contract award under the 2008 Supplemental Disaster Recovery Fund Program and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. In the event the County should incur any costs at the request or under the direction of/ or approved by the VFD which is determined by the Office of Rural Community Affairs to exceed actual or reasonable costs for performances rendered under said Texas Community Development Program Contract, the VFD will be responsible and pay for any such costs on or before thirty (30) days from the date of notice and demand for payment of same with the County providing a copy of the paid receipt or invoice in question.
2. The Project Engineer shall coordinate with the County and VFD all plans and specifications.
3. Prior to the bidding process, the Project Engineer shall submit specifications to the County, Texas Commission on Environmental Quality and the VFD for approval.
4. The County shall fully and satisfactorily perform all of the conditions and obligations of the County as contractor under the terms of the TxCDBG Contract.
5. The VFD will fully and satisfactorily perform all of its obligations under the terms of this contract.


6. The County shall submit VFD such reports as are required under Section 8 of the TxCDBG Contract. The VFD shall timely provide the County with all information and documents in the possession of the VFD necessary for such required reports of the County. Should the VFD fail to timely furnish any such information or documents in the possession of the VFD following timely request for same, should the County incur any expenses or damages whatsoever as a result of the VFD failing to timely furnish such information necessary to comply with the reporting requirements of said TxCDBG Disaster Contract then the District shall be required to repay such expenses to the VFD County and otherwise indemnify the VFD for any loss or damages sustained as a result thereof.
7. The VFD hereby agrees to indemnify and hold harmless the County against any and all claims, demands, causes of action of every kind or character which may be asserted by the Office of Rural Community Affairs, an agency of the State of Texas, occurring or in any way incident to, arising out of, or in connection with the services to be performed by the VFD under this Contract.
8. In the event of the termination of the TxCDBG 2008 SUPPLEMENTAL DISASTER RECOVERY CONTRACT for any grounds other than the negligence or intentional violation of the TxCDBG CONTRACT by the County resulting in said termination, the VFD shall indemnify and hold harmless the County for any and all claims, demands, damages, or other causes of action asserted by any subcontractors or suppliers or others, as a result of any contract entered into by and between the County and any said subcontractors or others as a result of the award of said TxCDBG CONTRACT to the County.
9. The County and/or the VFD may terminate this Contract in whole or in part at either of the following times: (1) Upon notification by the Department of the termination of said TxCDBG CONTRACT, or (2) upon a violation of the terms of the Contract by other party.
10. The parties expressly agree that the County requested and obtained the partial amount allocated for this proposed TxCDBG Supplemental Disaster Recovery Grant at the request of the VFD for the benefit of the citizens in the project area. Therefore, it is expressly agreed that any expenses or damages suffered by the County as a result of said project under the TxCDBG Contract or grant, other than such damages or unreasonable expenses which are incurred as a result of the intentional conduct of the County, shall be paid by the VFD. All said additional expenses not covered by the allocated grant funds shall be paid for by the VFD.
11. The parties further agree that all land purchases and improvements placed thereon, and all water facility improvements acquired by funds from said TxCDBG CONTRACT and/or purchased or provided by the VFD shall be conveyed in fee simple to the VFD by the County upon completion of the grant contract. In consideration therefore, the VFD agrees and will assume all legal responsibilities and obligations connected with the improvements and operation of said water facilities.




12. This is a good faith effort between the County and the VFD to accommodate and assist the citizens of the County by providing improved Fire Protection to the project target area and each of the entities here do pledge their best efforts to fulfill the obligation set forth herein as well as the obligations and requirements set forth in said TxCDBG 2008 Supplementary Disaster Recovery Contract if awarded by the Office of Rural Community Affairs, the same being incorporated herein by reference the same as if fully set forth in this Contract.

COUNTY OF TYLER

WITNESS OUR HANDS effective this 30<sup>th</sup> day of JUNE, 2009.

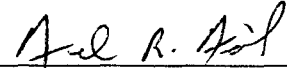
  
Jacques Blanchette, County Judge  
County of Tyler

ATTEST:


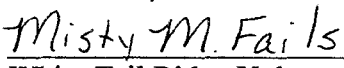
  
Donece Gregory, County Clerk  
County of Tyler

WHITE TAIL RIDGE VOLUNTEER FIRE DEPARTMENT

WITNESS OUR HANDS effective this 24 day of June, 2009.

  
Cecil Fails, Chief, *FRED FAILS ASST. CHIEF*  
White Tail Ridge Volunteer Fire Department

ATTEST:

  
  
Misty M. Fails, Secretary  
White Tail Ridge Volunteer Fire Department

INTER-GOVERNMENTAL AGREEMENT  
BETWEEN  
COUNTY OF TYLER  
AND  
WARREN COMMUNITY VOLUNTEER FIRE DEPARTMENT  
STATE OF TEXAS

COUNTY OF TYLER

This Agreement between the COUNTY OF TYLER, TEXAS, whose address is, 100 WEST BLUFF STREET, WOODVILLE Texas 75979 hereinafter referred to as "County" and the WARREN VOLUNTEER FIRE DEPARTMENT whose address is P.O. BOX 152, Warren Texas 77664 hereinafter referred to as "VFD", is as follows:

WHEREAS, the County will apply for a 2008 Supplemental Disaster Recovery Fund: Hurricane Dolly and Ike Non Housing Activities Grant from the Office of Rural Community Affairs in the amount of \$7,724,124.00 of which \$33,000.00 (Construction) is being allocated to the VFD.

WHEREAS, the Supplemental Disaster Recovery Funds Contract will install a 20 kilowatt generator at the fire station.

WHEREAS, the County and VFD are desirous of reciting in writing certain duties and obligations between the parties hereto:

FOR AND IN CONSIDERATION of the mutual benefits flowing to the VFD as well as the County as a result of the application by the County and the receipt of a contract award under the 2008 Supplemental Disaster Recovery Fund Program and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:


1. In the event the County should incur any costs at the request or under the direction of/ or approved by the VFD which is determined by the Office of Rural Community Affairs to exceed actual or reasonable costs for performances rendered under said Texas Community Development Program Contract, the VFD will be responsible and pay for any such costs on or before thirty (30) days from the date of notice and demand for payment of same with the County providing a copy of the paid receipt or invoice in question.
2. The Project Engineer shall coordinate with the County and VFD all plans and specifications.
3. Prior to the bidding process, the Project Engineer shall submit specifications to the County, Texas Commission on Environmental Quality and the VFD for approval.
4. The County shall fully and satisfactorily perform all of the conditions and obligations of the County as contractor under the terms of the TxCDBG Contract.
5. The VFD will fully and satisfactorily perform all of its obligations under the terms of this contract.

6. The County shall submit VFD such reports as are required under Section 8 of the TxCDBG Contract. The VFD shall timely provide the County with all information and documents in the possession of the VFD necessary for such required reports of the County. Should the VFD fail to timely furnish any such information or documents in the possession of the VFD following timely request for same, should the County incur any expenses or damages whatsoever as a result of the VFD failing to timely furnish such information necessary to comply with the reporting requirements of said TxCDBG Disaster Contract then the District shall be required to repay such expenses to the VFD County and otherwise indemnify the VFD for any loss or damages sustained as a result thereof.
7. The VFD hereby agrees to indemnify and hold harmless the County against any and all claims, demands, causes of action of every kind or character which may be asserted by the Office of Rural Community Affairs, an agency of the State of Texas, occurring or in any way incident to, arising out of, or in connection with the services to be performed by the VFD under this Contract.
8. In the event of the termination of the TxCDBG 2008 SUPPLEMENTAL DISASTER RECOVERY CONTRACT for any grounds other than the negligence or intentional violation of the TxCDBG CONTRACT by the County resulting in said termination, the VFD shall indemnify and hold harmless the County for any and all claims, demands, damages, or other causes of action asserted by any subcontractors or suppliers or others, as a result of any contract entered into by and between the County and any said subcontractors or others as a result of the award of said TxCDBG CONTRACT to the County.
9. The County and/or the VFD may terminate this Contract in whole or in part at either of the following times: (1) Upon notification by the Department of the termination of said TxCDBG CONTRACT, or (2) upon a violation of the terms of the Contract by other party.
10. The parties expressly agree that the County requested and obtained the partial amount allocated for this proposed TxCDBG Supplemental Disaster Recovery Grant at the request of the VFD for the benefit of the citizens in the project area. Therefore, it is expressly agreed that any expenses or damages suffered by the County as a result of said project under the TxCDBG Contract or grant, other than such damages or unreasonable expenses which are incurred as a result of the intentional conduct of the County, shall be paid by the VFD. All said additional expenses not covered by the allocated grant funds shall be paid for by the VFD.
11. The parties further agree that all land purchases and improvements placed thereon, and all water facility improvements acquired by funds from said TxCDBG CONTRACT and/or purchased or provided by the VFD shall be conveyed in fee simple to the VFD by the County upon completion of the grant contract. In consideration therefore, the VFD agrees and will assume all legal responsibilities and obligations connected with the improvements and operation of said water facilities.


12. This is a good faith effort between the County and the VFD to accommodate and assist the citizens of the County by providing improved Fire Protection to the project target area and each of the entities here do pledge their best efforts to fulfill the obligation set forth herein as well as the obligations and requirements set forth in said TxCDBG 2008 Supplementary Disaster Recovery Contract if awarded by the Office of Rural Community Affairs, the same being incorporated herein by reference the same as if fully set forth in this Contract.

COUNTY OF TYLER

WITNESS OUR HANDS effective this 30<sup>th</sup> day of JUNE, 2009.

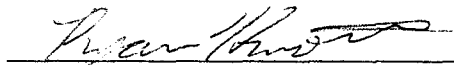
  
Jacques Blanchette, County Judge  
County of Tyler

ATTEST:

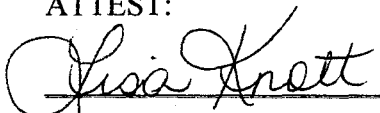
  
Donece Gregory, County Clerk  
County of Tyler

WARREN COMMUNITY VOLUNTEER FIRE DEPARTMENT

WITNESS OUR HANDS effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

  
RYAN KNOTT ~~Tommy Shane~~, President  
Warren Community Volunteer Fire Department

ATTEST:

  
LISA KNOTT, Secretary  
Warren Community Volunteer Fire Department

INTER-GOVERNMENTAL AGREEMENT  
BETWEEN  
COUNTY OF TYLER  
AND  
IVANHOE VOLUNTEER FIRE DEPARTMENT

STATE OF TEXAS

COUNTY OF TYLER

This Agreement between the COUNTY OF TYLER, TEXAS, whose address is, 100 WEST BLUFF STREET WOODVILLE, Texas 75979 hereinafter referred to as "County" and the IVANHOE VOLUNTEER FIRE DEPARTMENT whose address is 125 Queen Circle Woodville, Texas 75979 hereinafter referred to as "VFD", is as follows:

WHEREAS, the County will apply for a 2008 Supplemental Disaster Recovery Fund: Hurricane Dolly and Ike Non Housing Activities Grant from the Office of Rural Community Affairs in the amount of \$7,724,124.00 of which \$33,000.00 (Construction) is being applied on behalf of VFD.

WHEREAS, the Supplemental Disaster Recovery Funds Contract will install a 20 kilowatt generator at the fire station.

WHEREAS, the County and VFD are desirous of reciting in writing certain duties and obligations between the parties hereto:

FOR AND IN CONSIDERATION of the mutual benefits flowing to the VFD as well as the County as a result of the application by the County and the receipt of a contract award under the 2008 Supplemental Disaster Recovery Fund Program and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:


1. In the event the County should incur any costs at the request or under the direction of/or approved by the VFD which is determined by the Office of Rural Community Affairs to exceed actual or reasonable costs for performances rendered under said Texas Community Development Program Contract, the VFD will be responsible and pay for any such costs on or before thirty (30) days from the date of notice and demand for payment of same with the County providing a copy of the paid receipt or invoice in question.
2. The Project Engineer shall coordinate with the County and VFD all plans and specifications.
3. Prior to the bidding process, the Project Engineer shall submit specifications to the County, Texas Commission on Environmental Quality and the VFD for approval.
4. The County shall fully and satisfactorily perform all of the conditions and obligations of the County as contractor under the terms of the TxCDBG Contract.
5. The VFD will fully and satisfactorily perform all of its obligations under the terms of this contract.

6. The County shall submit VFD such reports as are required under Section 8 of the TxCDBG Contract. The VFD shall timely provide the County with all information and documents in the possession of the VFD necessary for such required reports of the County. Should the VFD fail to timely furnish any such information or documents in the possession of the VFD following timely request for same, should the County incur any expenses or damages whatsoever as a result of the VFD failing to timely furnish such information necessary to comply with the reporting requirements of said TxCDBG Disaster Contract then the District shall be required to repay such expenses to the VFD County and otherwise indemnify the VFD for any loss or damages sustained as a result thereof.
7. The VFD hereby agrees to indemnify and hold harmless the County against any and all claims, demands, causes of action of every kind or character which may be asserted by the Office of Rural Community Affairs, an agency of the State of Texas, occurring or in any way incident to, arising out of, or in connection with the services to be performed by the VFD under this Contract.
8. In the event of the termination of the TxCDBG 2008 SUPPLEMENTAL DISASTER RECOVERY CONTRACT for any grounds other than the negligence or intentional violation of the TxCDBG CONTRACT by the County resulting in said termination, the VFD shall indemnify and hold harmless the County for any and all claims, demands, damages, or other causes of action asserted by any subcontractors or suppliers or others, as a result of any contract entered into by and between the County and any said subcontractors or others as a result of the award of said TxCDBG CONTRACT to the County.
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11. The parties further agree that all land purchases and improvements placed thereon, and all water facility improvements acquired by funds from said TxCDBG CONTRACT and/or purchased or provided by the VFD shall be conveyed in fee simple to the VFD by the County upon completion of the grant contract. In consideration therefore, the VFD agrees and will assume all legal responsibilities and obligations connected with the improvements and operation of said water facilities.

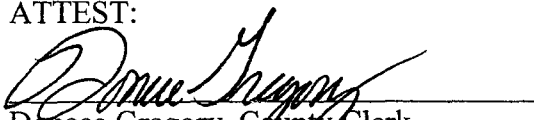
12. This is a good faith effort between the County and the VFD to accommodate and assist the citizens of the County by providing improved Fire Protection to the project target area and each of the entities here do pledge their best efforts to fulfill the obligation set forth herein as well as the obligations and requirements set forth in said TxCDBG 2008 Supplementary Disaster Recovery Contract if awarded by the Office of Rural Community Affairs, the same being incorporated herein by reference the same as if fully set forth in this Contract.

COUNTY OF TYLER

WITNESS OUR HANDS effective this 30<sup>th</sup> day of JUNE, 2009.

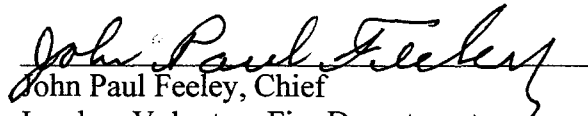
  
Jacques Blanchette, County Judge  
County of Tyler

ATTEST:

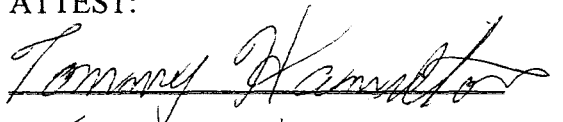

  
Donece Gregory, County Clerk  
County of Tyler

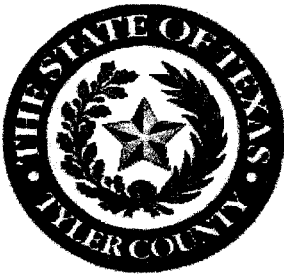
IVANHOE VOLUNTEER FIRE DEPARTMENT

WITNESS OUR HANDS effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

  
John Paul Feeley, Chief  
Ivanhoe Volunteer Fire Department

ATTEST:

  
 Secretary  
Ivanhoe Volunteer Fire Department



# TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 102 / Woodville, Texas

TUESDAY  
June 30, 2009  
8:30 AM

MARTIN NASH  
Commissioner, Pct. 1

RUSTY HUGHES  
Commissioner, Pct. 2

JACQUES L. BLANCHETTE  
County Judge

MIKE MARSHALL  
Commissioner, Pct. 3

JACK WALSTON  
Commissioner, Pct. 4

**NOTICE** Is hereby given that a *Special Meeting* of the Tyler County Commissioners Court will be held on the date stated above, at which time the following subjects will be discussed;

## Agenda

➤ **CALL TO ORDER**

- Establish quorum

**I. CONSIDER/APPROVE:**

- A. **Purchasing** additional computers from the County Clerk's records management fund – *D. Gregory*
- B. **Ratify** Alarm Service Agreement for the Best Building – *D. Gregory*
- C. **Request of funds** to the Texas Comptroller of Public Accounts for the counties allocation of unclaimed capital credits received from electric cooperatives with required certification that the purpose of the funds is in compliance with the provisions of Section 381.004 of the Texas Local Government Code – *M. Marshall*
- D. **Request** (if *previous item I.C.* approved) \$795 of funds to be allocated to the Juvenile Probation Summer Youth Program to be used in compliance with Section 381.004(b)(7) of the Texas Local Government Code– *M. Marshall; Terry Allen, Juvenile Probation Chief*
- E. **Award bid** for Replacement/Repair of the Tyler County Justice Center Roof – *M. Marshall*
- F. **SecureTech Systems, Inc.** extended warranty renewal for two years for "Panic Button" Security System – *J. Blanchette*
- G. **Intergovernmental Agreement** between the County of Tyler and the Following: - *S. Bell, Emergency Mgt*
  - Dam B VFD
  - Wildwood VFD
  - Spurger VFD
  - Fred VFD
  - Ivanhoe VFD
  - White Tail Ridge VFD
  - Warren Community VFD
  - Chester Water Supply Corporation
  - Wildwood Property Owners Association

**II. INFORMATIONAL PRESENTATION**

- **Recognition** of John Paul Feeley for years of service as Tyler County Emergency Management Coordinator – *J. Blanchette*

➤ **ADJOURN**

  
 JACQUES L. BLANCHETTE  
 County Judge

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice at the Tyler County Courthouse in a place readily accessible to the general public at all times and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, as is required by Section 551.002 & 551.041

Executed on June 26 2009 Time 2:35 PM

DONECE GREGORY, County Clerk/Ex Officio Member of Commissioners Court

By: Wanda Johnston (Deputy)



# **Commissioners Court Packet Contents for June 30, 2009**

- **Copy of the posted Agendas 8:30**

<b>Item number</b>	<b>Agenda Location</b>	<b>Documentation</b>
1	I.B	Alarm Service Agreement for the Best Building
2	I.C, D	Letter from Terry Allen Letter from Texas Controller 381.004 of the Texas Local Government Code
3	I.F	SecureTech Systems, Inc. quote with extended warranty highlighted Letter from SecureTech Services
4	I. G	Intergovernmental Agreements are in the Judge's folder



# TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 102 / Woodville, Texas

TUESDAY  
June 30, 2009  
8:30 AM

MARTIN NASH  
Commissioner, Pct. 1

RUSTY HUGHES  
Commissioner, Pct. 2

JACQUES L. BLANCHETTE  
County Judge

MIKE MARSHALL  
Commissioner, Pct. 3

JACK WALSTON  
Commissioner, Pct. 4

**NOTICE** Is hereby given that a *Special Meeting* of the Tyler County Commissioners Court will be held on the date stated above, at which time the following subjects will be discussed;

## Agenda

### > CALL TO ORDER

- Establish quorum

### I. CONSIDER/APPROVE:

- M/W* ✓ A. Purchasing additional computers from the County Clerk's records management fund – D. Gregory *\$ 5470*
- M/W* ✓ B. Ratify Alarm Service Agreement for the Best Building – D. Gregory *240.00*
- M/W* ✓ C. Request of funds to the Texas Comptroller of Public Accounts for the counties allocation of unclaimed capital credits received from electric cooperatives with required certification that the purpose of the funds is in compliance with the provisions of Section 381.004 of the Texas Local Government Code – M. Marshall *# 124064*
- M/W* ✓ D. Request (if previous item I.C. approved) *\$795* of funds to be allocated to the Juvenile Probation Summer Youth Program to be used in compliance with Section 381.004(b)(7) of the Texas Local Government Code – M. Marshall; Terry Allen, Juvenile Probation Chief
- M/W* ✓ E. Award bid for Replacement/Repair of the Tyler County Justice Center Roof – M. Marshall *1000 with allow of add insulation*
- M/W* ✓ F. SecureTech Systems, Inc. extended warranty renewal for two years for "Panic Button" Security System – J. Blanchette *out of courthouse security # 2913.50*
- M/W* ✓ G. Intergovernmental Agreement between the County of Tyler and the Following: - S. Bell, Emergency Mgt
  - Dam B VFD
  - Wildwood VFD *Installing generators*
  - Spurger VFD
  - Fred VFD
  - Ivanhoe VFD
  - White Tail Ridge VFD
  - Warren Community VFD
  - Chester Water Supply Corporation
  - Wildwood Property Owners Association

*2) Walston clarify this is prelim for grant money from ORCA to Smith adv - intelo included make, model, etc. \$14,000*

### II. INFORMATIONAL PRESENTATION

- Recognition of John Paul Feeley for years of service as Tyler County Emergency Management Coordinator – J. Blanchette *at free last night*

*Blanch*  
*adm* *?* *Burn ban in effect* - will not affect fireworks

*M/W*  
*L* > ADJOURN  
8:55 AM

*Jacques L. Blanchette*  
JACQUES L. BLANCHETTE  
County Judge

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice at the Tyler County Courthouse in a place readily accessible to the general public at all times and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, as is required by Section 551.002 & 551.041.

Executed on June 26 2009 Time 2:35 PM

DONECE GREGORY, County Clerk/Ex Officio Member of Commissioners Court

By: Wanda Johnston (Deputy)