
THE STATE OF TEXAS

COUNTY OF SABINE

On this the 26th day of July, 1976, the Honorable
Commissioners Court met in regular session with the following
present, to-wit:

W. T. Love	County Judge
R. E. Smith	Commissioner, Precinct No. 1
G. W. Russell, Jr.	Commissioner, Precinct No. 2
Paul Lout	Commissioner, Precinct No. 3
Jimmy R. Vickers	Commissioner, Precinct No. 4
W. W. Cavender	Clerk of the Court

Motion by Commissioner G. W. Russell, Jr., seconded by Commissioner R. E. Smith and by unanimous vote the Court passed an order requesting the Board of County and District Road Indebtedness, State of Texas, Austin, Texas to credit the Sabine County Lateral Road account with \$19,851.78 which represents the County's share of the surplus as of August 31 and which is to be used for construction or improvement of Sabine County lateral roads.

The Court directed that the salary of Greta Gary, who was employed temporarily for the Tax Assessor-Collector's office, be paid out of the Officer Salary Fund.

Motion by Commissioner R. E. Smith, seconded by Commissioner G. W. Russell, Jr. and with all voting in favor, an Agreement for preliminary plans for the construction of a jail facility was approved by the court and a copy of the agreement is attached hereto, marked Exhibit "A" and becomes a part of the minutes of this date.

Motion by Commissioner R. E. Smith, seconded by Commissioner Paul Lout and by unanimous vote, officials from Sabine County to serve on the Board of Directors of DECOG were appointed by the Court, a copy is attached hereto, marked Exhibit "B" and becomes a part of the minutes of this date.

Also, motion by Commissioner Paul Lout, seconded by Commissioner R. E. Smith and with all voting "Aye", G. W. Russell, Jr. was elected to represent Sabine County on the Executive Committee of the above DECOG Board of Directors.

Motion by Commissioner R. E. Smith, seconded by Commissioner Paul Lout and by unanimous consent, the Court directed that membership dues in Deep East Texas Council of Governments from July 1, 1976 through June 30, 1977 in the amount of \$387.48 be paid from General County Revenue Sharing Funds.

Motion by Commissioner G. W. Russell, Jr., seconded by Commissioner R. E. Smith and by unanimous vote, the Court directed the \$23,547.00 in Revenue Sharing Funds be dispensed as follows:

- \$6647.00 General County Revenue Sharing Fund
- 1900.00 General County Revenue Sharing Fund for Deputy Pound Master's Salary through Sept. 30, 1976.
- 15,000.00 Divided equally between the four commissioner Precincts \$3750.00 each



Upon recommendation of Marie White, Tax Assessor-Collector Sabine County, motion by Commissioner R. E. Smith, seconded by Commissioner Paul Lout and by unanimous consent, Greta Gary was appointed temporary clerk effective July 13, 1976 and continuing until Miss Gary resumes her duties as teacher in the Hemphill School in August 1976.

A request by the Women's Softball Tournament for the Court to purchase a \$75.00 trophy for the tournament was turned over to the County Attorney for a legal opinion. If the purchase of a trophy is legal, the County Judge was authorized to make the purchase.

Accounts were allowed and made payable.

There being no further business, the Court adjourned.

W. T. Love
COUNTY JUDGE

R. E. Smith
COMMISSIONER, PRECINCT NO. 1

Paul Lout
COMMISSIONER, PRECINCT NO. 3

G. W. Russell, Jr.
COMMISSIONER, PRECINCT NO. 2

Jimmy R. Vickers
COMMISSIONER, PRECINCT NO. 4

W. W. Cavender
CLERK OF THE COURT

THE STATE OF TEXAS
COUNTY OF SABINE

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W. T. Love	County Judge
R. E. Smith	Commissioner, Precinct No. 1
G. W. Russell, Jr.	Commissioner, Precinct No. 2
Paul Lout	Commissioner, Precinct No. 3
Jimmy R. Vickers	Commissioner, Precinct No. 4
W. W. Cavender	Clerk of the Court

Accounts were allowed and made payable.

There being no further business, Court adjourned.

W. P. Love
COUNTY JUDGE

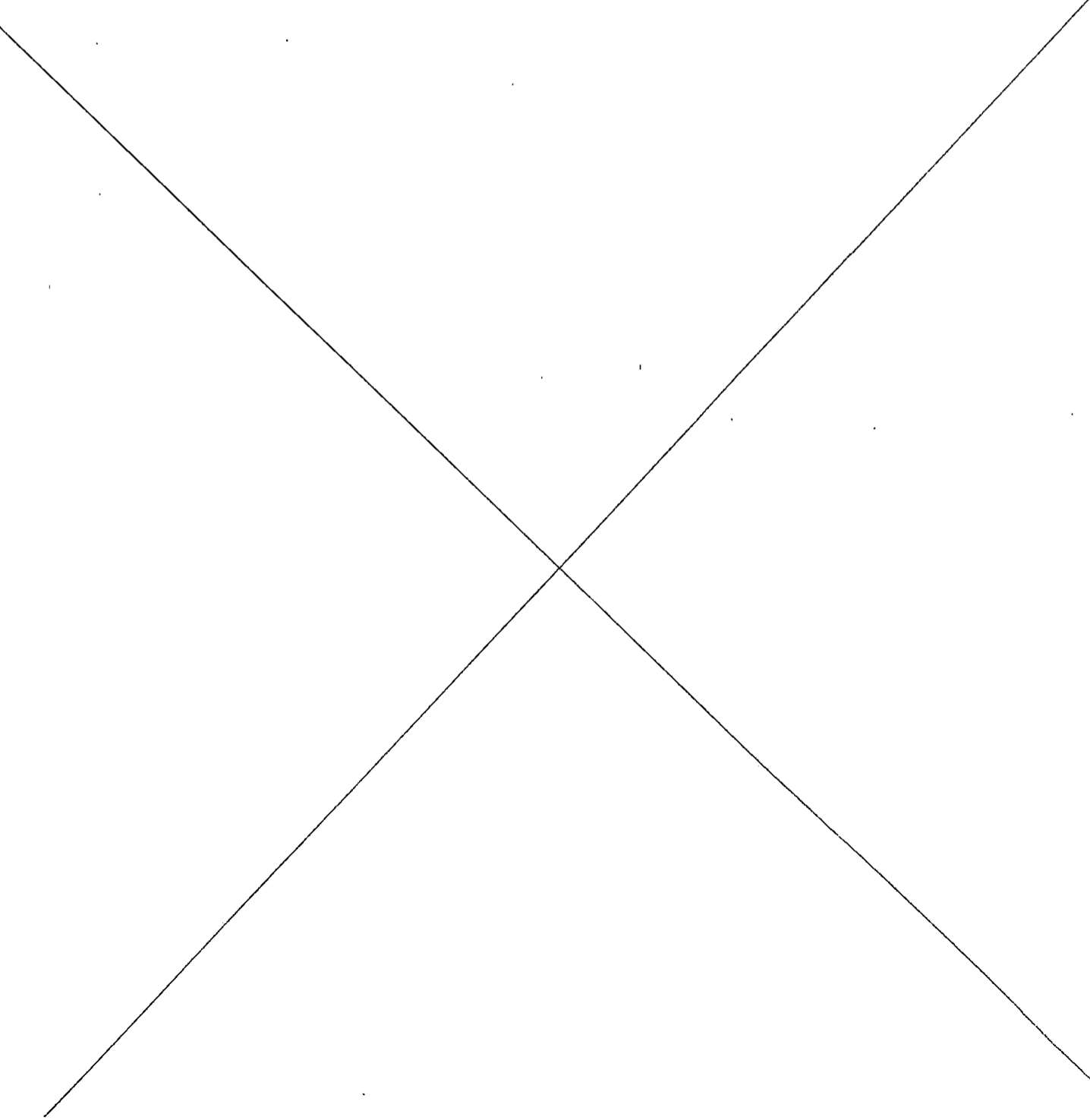
R. E. Smith
COMMISSIONER, PRECINCT NO. 1

Paul Lout
COMMISSIONER, PRECINCT NO. 3

G. W. Russell
COMMISSIONER, PRECINCT NO. 2

[Signature]
COMMISSIONER, PRECINCT NO. 4

[Signature]
CLERK OF THE COURT



STATE OF TEXAS
COUNTY OF SABINE

KNOW ALL MEN BY THESE PRESENTS

This Agreement, by and between Sabine County, a subdivision of the State of Texas, hereinafter referred to as the County, and Page Southerland Page, a Texas Business Association with offices in Houston, Harris County, Texas, hereinafter referred to as the Architect;

Whereas the parties intend to contract for the preparation by the Architect of Preliminary Plans for the construction of a jail facility for the above named County, and pursuant to such contract agree as follows:

1. The Architect shall perform all of those services and perform all of those duties more fully described in their "Detention Facility Study Proposal", dated March 22, 1976, attached hereto and incorporated by reference.
2. In addition to said services and duties described, supra, in Paragraph 1, the Architect shall provide the following:
 3. Said Program shall be fully subject and pursuant to the terms and conditions of a grant application, to be submitted to the Texas Criminal Justice Division, a division of the Governor's Office, State of Texas, as evidenced by a true copy of the said grant attached hereto and made a part hereof. This Agreement shall be subject to any grant conditions, rules, regulations, and guidelines pertinent hereto which may be promulgated by the Texas Criminal Justice Division from time to time which are pertinent to this grant project; further, liability for payment under the terms and conditions of this Agreement shall be conditioned on approval of this grant project by the Texas Criminal Justice Division.
 4. The County and the Architect mutually agree to:
 - (a) Administer and disburse all project funds, federal and matching, in accordance with the fiscal guidelines and requirements outlined in the Financial Manual for Action and Planning Grants Awarded by the Criminal Justice Division, and the Statement of Grant Award, a copy of which is attached hereto and made a part hereof (Exhibit).
 - (b) And account for all program funds received, and for total costs of the grant program, whether paid with federal or matching-share funds;
 - (c) Maintain and make available for inspection, audit, or reproduction by any authorized representative of the Comptroller General of the United States, Department of Justice and State of Texas, books, documents, and other evidence pertaining to the cost, direct and indirect, of labor, material, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract;

Exhibit-A

(d) Maintain his records for three years after final payment or until a federally approved audit has been made and all questions arising therefrom are resolved;

(e) Insert clauses (c) and (d) into all subcontracts entered into under a negotiated, fixed price, cost reimbursable, or cost undetermined basis;

5. The County shall compensate the Architect in accordance with the terms and conditions of this Agreement based upon a fixed fee of Seven Thousand Five Hundred and No/100 Dollars (\$7,500) as follows:

(a) One Thousand Eight Hundred Seventy-five and No/100 Dollars (\$1,875) payable upon completion of and approval by the County and Texas Criminal Justice Division of items 1 through 3 as described in the Scope of Work, page 1, of said Proposal;

(b) One Thousand Eight Hundred Seventy-five and No/100 Dollars (\$1,875) payable upon completion of and approval by the County and Texas Criminal Justice Division of Item 5 as described in the Scope of Work, Page 2, of said Proposal;

(c) One Thousand Eight Hundred Seventy-five and No/100 Dollars (\$1,875) payable upon completion of and approval by the County and Texas Criminal Justice Division of Item 6 as described in the Scope of Work, page 2, of said Proposal;

(d) One Thousand Eight Hundred Seventy-five and No/100 Dollars (\$1,875) payable upon written approval and sign off of the Texas Criminal Justice Division and the University of Illinois as to compliance with Federal and State Law.

6. It is mutually agreed between the County and the Architect that should costs of questionable allowability be discovered, such costs will be withheld from reimbursement to the Architect until the grant has been audited and the actual allowability determined by mutual agreement of the parties or by an auditor of the state or federal government.

7. (a) This Agreement may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever such termination is in the best interest of the County. Termination will be effected by delivery to the Architect of a notice of termination specifying to what extent performance of work under the contract has been terminated and the effective date of termination.

(b) After receipt of a notice of termination, the Architect shall:

(1) stop work under the contract on the date and to the extent specified in the notice of termination.

(2) place no further orders or subcontracts except as may be necessary for completion of the work not terminated.

(3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination.

(c) The Architect shall submit to the County his termination claim within sixty days of the effective date of the termination, unless an extension in writing is allowed by the County. The Architect and the County may agree upon the whole or any part of the amount to be paid to the Architect which amounts may include a reasonable allowance for profit on the work done. Provided, that such agreed amount, exclusive of settlement cost, shall not exceed the total contract price as reduced by the contract price of the work not completed and the amount of payments otherwise made.

8. In the event the parties cannot agree as to reasonable costs incurred as a result of termination, a written appeal addressed to the Texas Criminal Justice Division shall be made by both parties. The decision of the Texas Criminal Justice Division or its authorized representatives shall be final and conclusive absent a showing of fraud, caprice, arbitrariness or gross error implying bad faith, in some court of competent jurisdiction.

Exhibit A

9. In the event of a conflict of terms as to this Agreement and any terms set forth in the Proposal attached hereto, this Agreement shall be superior to and determinative of any such conflict.

10. No officer, member or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

No members of or delegate to the Congress of the United States of America no resident commissioner, or employee of LEAA or Department of Justice, shall be admitted to any share or part thereof or to any benefit to arise herefrom.

11. The terms of this Agreement shall commence _____, and shall terminate upon completion of said project. But in any event, such project shall terminate no later than the last day of the twelfth month following the date of notice of grant award as prepared by the Texas Criminal Justice Division.

12. (a) The Architect shall not induce by any means any persons employed in the completion of the work under this Agreement, to give up any part of the compensation to which he is entitled.

(b) No member of or delegate to Congress, or state official, or resident commissioner, shall be allowed to any share or part of this Agreement, or to any benefit that may arise therefrom.

(c) The Architect agrees to insert this clause into all subcontracts entered into in the performance of the work assigned by this Agreement.

13. Minority and Small Business

In all subcontracts the Architect will be encouraged to utilize small businesses, and minority suppliers and services and to purchase materials and supplies of United States origin for use in the completion of this Agreement.

14. Equal Employment Opportunity

(a) During the performance of this Agreement, the Architect agrees as follows:

(1) The Architect will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Architect will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Architect will, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Architect will comply with all Provisions for Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Exhibit - A

The Architect will furnish all information and reports required by Executive Order 11246, and by rules, regulations, and orders of the Secretary of Labor or pursuant there to and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

15. COPYRIGHT: Where activities supported by this Grant produce original books, manuals, films, computer programs (including executable computer programs and supporting data in any form), or other copyrightable material, the Grantee may copyright such, but the Criminal Justice Division reserves a royalty free, non-exclusive, and irrevocable license to produce, publish, and use such materials, and to authorize others to do so. Disposition of royalties will be determined by CJD. Provisions appropriate to effectuate the purpose of this condition must be in all employment contracts, consultants' agreements, and other contracts. However, proper credit will be given to Page Southerland Page on all unique design techniques and concepts developed by Page Southerland Page and used in any publications by the Criminal Justice Division and/or the Law Enforcement Assistance Administration.

16. DEFAULT:

(a) County may, subject to the provision of Paragraph (c) of this clause, by written notice of default to the Architect, terminate the whole or any part of this contract in any one of the following circumstances:

(1) If the Architect fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or

(2) If the Architect fails to perform any of the other provisions of this contract, or so fails to prosecute the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten days (or such extensions as authorized by the County in writing) after receiving notice of default.

(b) Upon such termination of the contract by the County, County may procure, upon such terms as appropriate, work similar to work so terminated, and the Architect shall be liable to the County for any excess costs for such similar work; Provided that the Architect shall continue the performance of this contract to the extent not terminated under this clause.

(c) Except with respect to defaults of subcontractors, the Architects shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Architect. If the failure to perform is caused by the default of a subcontractor, and arising out of causes beyond the control of both the Architect and subcontractor, and without the fault or negligence of either of them, the Architect shall not be liable for any excess costs for failure to perform.

EXECUTED THIS 26 DAY OF July, 1976.

Signature: Acree B. Carlisle
Name: Acree B. Carlisle
Officer Authorized to Sign
Page Southerland Page

Signature: H. P. Love
Name: _____
County Judge

Signature: William S. Whittet
Name: William S. Whittet, Partner
Attest: Officer Authorized to certify
The above is legally empowered to Bind
Said Page Southerland Page

Signature: [Signature]
Name: _____
Attest: County Clerk

Exhibit-A

March 22, 1976

DETENTION FACILITY STUDY PROPOSAL

Page Southerland Page of Houston, Texas proposes to provide to the County of Sabine for the sum of \$7,500 as described under compensation, the Pre-architectural Planning and Correctional Programs for the concerned county as further described below:

SCOPE OF WORK

1. Initial Introductory Meeting: Page Southerland Page will meet with the Commissioner's Court and other concerned county officials to familiarize and discuss with all parties the necessary steps for data collection, evaluation and recommendation, architectural schematic planning, and cost projections required for the Phase I Jail Feasibility Study.
2. Data Collection and Evaluation:
 - a. Pertinent jail related statistical data is collected from county and city records and categorically compiled for evaluation.
 - b. Interviews are conducted with county and law enforcement agencies to record present operating procedures and to get their opinions and suggestions on the correctional detention needs of the county.
 - c. Identification and recording of present jail functions, staffing, facilities, and operational cost studies.
 - d. Survey and report on the existing jail facilities with reference to conformance to the minimum jail standards.
3. Correctional Programs:
 - a. Interviews are conducted with local civic organizations, business establishments, and educational institutions to determine community acceptance of diversionary programs.
 - b. Survey and report on local court action in regards to alternatives to incarceration.
 - c. Determine the possibility of developing a detoxification program for drug and alcohol abusers.
 - d. Develop a juvenile detention program.
4. Detention Facility Program:
 - a. Jail population projections are made from previously collected data from jail records to determine the type and number of prisoners expected in ten years.

Exhibit A

- b. Develop a description of jail function, area requirements, and estimated operating cost that will be needed in ten years to meet the needs of the present minimum jail standards. Also, consideration will be given as to expected future additional minimum jail standards in ten years.
 - c. Interviews with city officials and county officials to determine the feasibility of sharing the detention facility with adjoining counties.
 5. Preliminary Report Presentation: Upon completion of the survey, PSP will provide a Preliminary Report to the Commissioners Court for review and comments on Proposed Detention Facility Programmatic Material and Design concept.
 6. Architectural Schematic Plans, Outline Specifications, and Cost Estimates:
 - a. Develop Schematic Floor Plans, Outline Specifications, and Cost Estimates reflecting the Preliminary Detention Facility Programs, which meet the approval of the Commissioners Court, other concerned county officials, and the Texas State Jail Commission.
 - b. Maximum effort will be given to solving the county's detention problems with the minimum investment of county funds.

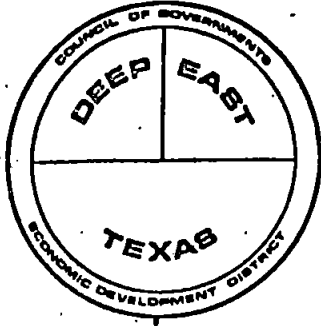
REVIEWS AND APPROVALS:

1. Upon approval by the Commissioners Court, the statistical data, schematic plans, outline specifications, and construction cost estimates will be compiled in report form for submission to the Texas Governor's Criminal Justice Division for review and approval.
2. Following approval from the State agency, the report will be sent to the National Clearinghouse for review and approval.
3. Twenty-five copies of the Final Report will be furnished to the Commissioners Court.

TIME SCHEDULE:

The development of this study will take approximately eight weeks from initial agreement to final approval by the Commissioners Court. Final report is dependent on the workload of the state and national agencies.

Ephilit-A



DEEP EAST TEXAS
COUNCIL OF GOVERNMENTS
ECONOMIC DEVELOPMENT DISTRICT

7/76 - 6/77
COUNTY

D.E.T.C.O.G.
P.O. Drawer 1170
272 East Lamar Street
Jasper, Texas 75951
Phone (713) 384-5704

Billy D. Langford
Executive Director

E.H. (Buddy) Bush
Finance - Airport

Devid J. Waxman
Planning

Jack E. Cole
Legal Advisor

Raymond K. Vann
Services
NSL Bldg., Suite #401
Nacogdoches, Texas 75961
Phone (713) 569-0492

DEAR MEMBER:

YOUR ORGANIZATION, THE DEEP EAST TEXAS COUNCIL OF GOVERNMENTS (DETCOG), BEGINS A NEW YEAR ON JULY 1ST. WE NEED YOUR COOPERATION IN SELECTING ELECTED OFFICIALS FROM SABINE COUNTY TO SERVE ON THE BOARD OF DIRECTORS.

ARTICLE V ON PAGE 6 OF THE BY-LAWS STATES THERE WILL BE FOUR (4) MEMBERS FROM EACH COUNTY SELECTED BY THE GOVERNING BOARD OF THAT COUNTY. PLEASE LIST BELOW THOSE ELECTED OFFICIALS YOU HAVE DULY APPOINTED.

<u>W. T. Love</u>	<u>County Judge</u>	<u>Drawer O, Hemphill, Texas</u>
NAME	ELECTED POSITION	PREFERRED MAILING ADDRESS
<u>R. E. Smith</u>	<u>Commissioner Pct. #1</u>	<u>P.O. Box 582, Hemphill, Texas</u>
NAME	ELECTED POSITION	PREFERRED MAILING ADDRESS
<u>G. W. Russell, Jr.</u>	<u>Commissioner Pct. #2</u>	<u>P.O. Box 236, Pineland, Texas</u>
NAME	ELECTED POSITION	PREFERRED MAILING ADDRESS
<u>W. W. Cavender</u>	<u>County & District Clerk</u>	<u>P.O. Box 716, Hemphill, Texas</u>
NAME	ELECTED POSITION	PREFERRED MAILING ADDRESS

ARTICLE VII ON PAGE 9 OF THE BY-LAWS STATES THAT SABINE COUNTY IS ENTITLED TO -1- OF THE ABOVE BOARD MEMBERS TO BE APPOINTED TO THE EXECUTIVE COMMITTEE WHICH IS THE GOVERNING BODY OF DETCOG. LIST BELOW THE NAMES FROM THE ABOVE LISTED THAT YOUR COMMISSIONERS' COURT IS SELECTING TO REPRESENT YOUR COUNTY ON THE EXECUTIVE COMMITTEE.

G. W. Russell, Jr. _____

PLEASE REMEMBER THAT THE BOARD OF DIRECTORS MEETS ONCE A YEAR AND THE EXECUTIVE COMMITTEE MEETS MONTHLY. WE NEED YOUR PARTICIPATION SO THAT ANY DECISION MADE WILL REFLECT THE THINKING OF THIS AREA.

YOURS TRULY,

BILLY D. LANGFORD
EXECUTIVE DIRECTOR

CERTIFICATION

I, W. W. Cavender, Co. Clerk OF Sabine COUNTY DO HEREBY CERTIFY THAT THE ABOVE LISTED APPOINTMENTS WERE MADE BY THE COMMISSIONERS COURT AND HAVE BEEN RECORDED IN OUR MINUTES.

DATE 7/26/76 SIGNATURE [Signature]
Ephilit-B