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THE STATE OF TEXAS

COUNTY OF SABINE

ON THIS the 8th day of May, 1978, the Honorable Commissioners 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 |
| Eldridge Ellison | Commissioner, Precinct No. 3 |
| Jimmy Vickers | Commissioner, Precinct No. 4 |
| Minnie Gooch | Clerk of the Court |

Motion by Commissioner R. E. Smith, seconded by G. W. Russell Jr., and by unanimous consent the court approved the following resolution that was presented to the court by Richard (Speedy) Drake, Probation Officer.

RESOLUTION AND ORDER OF COMMISSIONERS' COURTS OF JASPER, NEWTON, SABINE, AND SAN AUGUSTINE COUNTIES

Being of the opinion both that an imperative need exists and that great good can result from the continuation of a viable, efficient, and well organized juvenile probation department for the four counties of the First Judicial District, we hereby implement such program as follows:

1. There is to be continued a Jasper-Newton-Sabine-San Augustine



Any and all work and construction on county right-of-way shall be performed in accordance with county instructions. The installation of the water lines described herein shall not damage any portion of any county road, and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent property owners. The Contractor of this project shall make a \$1000.00 bond, payable to Sabine County, conditioned that the county roads will be left in the same condition as they were found.

Sabine County will at no time be held liable for any damage done to the aforesaid water lines through the improvement or maintenance of county roads. It is hereby agreed with the undersigned Commissioners Court that this County Road Permit and Approval can be assigned to the Farmers Home Administration, an agency of the United States Government, for collateral for monies received to construct said water lines.

PASSED AND SIGNED at a regularly called meeting of the Sabine County Commissioners Court, on this the 24 day of April, 1978.

W. T. Love /s/
W. T. Love, County Judge

R. E. Smith /s/
R. E. SMITH, COMMISSIONER OF
Precinct 1

G. W. Russell, Jr. /s/
G. W. Russell, Jr. Commissioner
of Precinct 2

E. Ellison /s/
Eldridge Ellison, Commissioner
of Precinct 3

Jimmy Vickers /s/
Jimmy Vickers, Commissioner of
Precinct 4

Hugh Means appeared and discussed the Computer System for Tax Roll. Motion by Commissioner G. W. Russell, Jr. seconded by Commissioner R. E. Smith and with all voting in favor the following contract was approved. Marked Exhibit "A" and attached to the minutes of this court.

Minnie Gooch, County & District Clerk brought to the attention of the Court the difference in the price of the rental fees on the Xerox Machine which are \$165.00 and the payments to purchase with a service charge of \$55.00 for the upkeep makes total payment \$138.60. Motion by Commissioner G. W. Russell, Jr. seconded by Commissioner Jimmy Vickers and by unanimous consent the Court voted to purchase the Xerox machine.

Motion by Commissioner R. E. Smith, seconded by Commissioner Eldridge Ellison and by unanimous consent the Revenue Sharing check in the amount of \$17,577.00 was divided equally between the four commissioner Precincts and the Administrative Account.

*Filed
4-24-78
Marie White*

APPROVAL OF TAX ASSESSOR-COLLECTOR

STATE OF TEXAS X
 X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SABINE X

THAT, WHEREAS, I, MARIE WHITE, THE TAX ASSESSOR-COLLECTOR of Sabine County, Texas, am charged by law with certain responsibilities in connection with the annual preparation of tax rolls, tax statements, tax receipts, and tax inventories of the said Sabine County, Texas; and,

WHEREAS, it has come to my attention that in recent years computers using electronic data processing techniques have been programmed to perform the mechanical and mathematical details in connection with the preparation of tax rolls, tax statements, tax receipts, and tax inventories, and that these electronic data processing techniques are now being made available to tax offices by companies possessing technical skill, ability and equipment necessary for the preparation of tax rolls, tax statements, tax receipts, and tax inventories; and,

WHEREAS, Truett F. Pritchard & Associates, Inc., a Texas corporation, of Harris County, Texas, is a company possessing such technical skill, ability and equipment, and has offered its professional tax roll services to me and my office; and,

WHEREAS, I find that these services will provide me and my office with a convenient and efficient method of handling the purely mechanical details for the preparation of tax rolls, tax statements, tax receipts, and tax inventories and will in no way invade or usurp the powers, duties, or prerogatives of me and my office.

NOW, THEREFORE, having considered all the above, I hereby approve of the governing body of this taxing jurisdiction entering into a contract with Truett F. Pritchard & Associates, Inc. for the preparation of tax rolls, tax statements, tax receipts, and tax inventories.

Marie White

Tax Assessor-Collector
Sabine County, Texas

Exhibit "A"
(for page 218)

TAX ROLL CONTRACT

THE STATE OF TEXAS X
 X
COUNTY OF SABINE X

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Commissioners Court of Sabine County, Texas, hereinafter styled First Party, has contemplated the employment of experts possessing special skills, scientific knowledge and technical ability and equipment, so as to perform for said First Party data processing services in the preparation of the tax rolls, tax statements, receipts, and inventories by the use of data processing equipment such as International Business Machines, and/or other electrical or electronic processing equipment for the years 1979 and 1980; and,

WHEREAS, First Party now finds and declares that there is a necessity that the proper officers of said First Party be supplied with such data processing services and/or supplies used in connection therewith, so as to enable First Party and its said officers to more economically perform their duties in connection with the preparation of such tax rolls, tax statements, receipts, and inventories; and,

WHEREAS, it has been ascertained and determined that Truett F. Pritchard & Associates, Inc., a Texas corporation, of Harris County, Texas, hereinafter styled Second Party, has special skill and ability and scientific and technical knowledge and equipment, so as to enable it to perform such data processing services and/or to furnish supplies in connection therewith, and it is the purpose of First Party to employ the services of Second Party for said purposes;

IT IS, THEREFORE, AGREED by and between the parties hereto as follows:

I.

Second Party agrees to process all basic data and to prepare

and print, using such data processing equipment as International Business Machines and/or other mechanical and/or electronic processing equipment, tax rolls, tax statements, receipts, and inventories, and all other necessary parts of complete tax rolls for First Party for the years 1979 and 1980 on properties which are not the subject matter of any other tax roll contract, and furnish all supplies necessary for the preparation of the same, and to print and record, upon forms approved by the Comptroller of Public Accounts of the State of Texas, such tax rolls, tax statements, receipts, envelopes, and inventories for said years 1979 and 1980. Second Party also agrees to prepare monthly reports for the months of October, November, December, 1979, and 1980, and January, 1980 and 1981, and also agrees to prepare form No. 18, Report of Delinquent Taxes to the State of Texas.

II.

Second Party agrees to cooperate with the taxing officers of said First Party and to deliver completed tax rolls, tax statements, receipts, and inventories, and other necessary parts of complete tax rolls, and monthly reports for the months of October, November, December, 1979 and 1980, and January, 1980 and 1981, and form No. 18, Report of Delinquent Taxes to the State of Texas, to said First Party as soon after being supplied with the basic information be recorded thereon, as shall be reasonably practicable for said years 1979 and 1980.

III.

It is distinctly understood and agreed, any word, phrase, or sentence hereof to the contrary notwithstanding, that it is not the intention of the parties hereto to invade or usurp the powers, duties, or prerogatives of the Tax Assessor-Collector of First Party, said Tax Assessor-Collector having heretofore approved the execution of this contract, the same being executed for the purposes of enabling First Party to take advantage of the opportunity for the most economical preparation of such tax rolls, tax statements, receipts

and inventories, as herein provided.

First Party finds and determines that special, scientific skill, knowledge and ability, and scientific and technical equipment are essential to the performance of the services by Second Party under the terms of this contract, and that the employment of said Second Party constitutes the employment of skilled experts, in special instances to prepare tax records of said First Party.

IV.

For and in consideration of the skilled services, technical knowledge, ability, experience, and use of equipment, and supplies to be furnished by Second Party in the performance of the services herein provided for, First Party agrees to compensate Second Party on the basis of Twenty-five (\$.25) cents per item of property appearing upon the tax rolls of said First Party for each of the years 1979 and 1980, and eight (\$.08) cents per item for the preparation of monthly reports for the months of October, November, December, 1979 and 1980, and January, 1980 and 1981, and preparation of Form No. 18, Report of Delinquent Taxes to the State of Texas, for each of the years 1979 and 1980.

V.

It is further understood and agreed that First Party will issue or cause to be issued to Second Party, warrants drawn against the lawful funds of said First Party, and payable out of current revenues for each of the years 1979 and 1980, in payment for the services performed and supplies furnished as provided for herein.

VI.

First Party specifically obligates itself to, at any time same may become necessary, pass and enter of record such other or further orders as may be proper and necessary to fully authorize and lawfully facilitate the payment of all sums due Second Party

for performance of services and supplies as provided for herein.

It is further distinctly understood and agreed that although First Party is creating by the terms hereof a debt and obligation on the part of First Party, said First Party does hereby undertake and obligate itself to levy a tax sufficient to make payment of the sum herein provided to be paid out of current revenues for each of the tax years 1979 and 1980 and thereby does here and now make provision for the payment of the debt thus created.

VII.

Second Party agrees that First Party will in no way be obligated or indebted to said Second Party or its agents, servants, or employees, for salaries, expenses, materials, or other charges, except only as herein specifically otherwise provided.

VIII.

It is further distinctly understood and agreed that if any word, phrase, sentence, paragraph, or provision of this contract shall be, for any reason, declared or adjudicated to be invalid, such declaration or adjudication shall not affect the validity of the remaining portions hereof, and it is additionally distinctly understood and agreed that this is a divisible contract and the services herein provided to be performed and the compensation herein provided to be paid for are each hereby found and declared to be separate and distinct, and divisible from other services to be performed and the compensation to be paid therefor.

The execution of this contract is authorized by proper Resolution duly adopted by First Party and duly entered upon its minutes.

Executed in triplicate this 24 day of April, 1978.

SABINE COUNTY, TEXAS

By M. T. Love
County Judge

ATTEST:

Minnie G. Goss
County Clerk

R. E. Smith P.T.#1
Commissioner

W. W. Russell #2
Commissioner

E. Ellison R.T.#3
Commissioner

William P. Pritchard
Commissioner

FIRST PARTY

TRUETT F. PRITCHARD & ASSOCIATES, INC.

By Truett F. Pritchard
Truett F. Pritchard, President

SECOND PARTY

I, Minnie Gooch, County Clerk of Sabine County, Texas do hereby
certify that the foregoing instrument was filed _____
1978 at ___ O'Clock ___ M and duly recorded 4-27
1978 at 2:00 O'Clock P M.

MINNIE GOOCH

CLERK

BY

Connie Zelts
DEPUTY

Probation Board composed of the following officials:

- a. Judge, 1st and 1-A Judicial District Courts
- b. County Judges of these four counties

2. This probation board shall select the personnel, establish policies, set salaries and expenses and supervise the administration of our 1st Judicial District Probation Department.

3. An Annual grant will be sought from the Criminal Justice Division of the State of Texas for continuation of Juvenile probation services.

4. Each county shall continue to furnish such cost and inkind services that are presently being provided by the counties of the First Judicial District.

All of the above and foregoing is done and ordered as of the dates shown hereinbelow and spread upon the Minutes of the Commissioners' Courts of each county.

AS OF THIS 20th DAY OF April 1978

Jasper County

Harold E. Kennedy /s/
COUNTY JUDGE

B. G. Woodell /s/
COMMISSIONER

COMMISSIONER

Frank Powell /s/
COMMISSIONER

Corbit Whitehead /s/
COMMISSIONER

AS OF THIS 8th Day Of May 1978
Newton County

Lee Roy Fillyaw /s/
COUNTY JUDGE

M. J. Hall /s/
COMMISSIONER

Ottis Lewis /s/
COMMISSIONER

E. A. Jarrell /s/
COMMISSIONER

Melvin Smith /s/
COMMISSIONER

As of this 8th Day Of May 1978
Sabine County

W. T. Love /s/
COUNTY JUDGE

R. E. Smith /s/
COMMISSIONER

G. W. Russell, Jr. /s/
COMMISSIONER

E. Ellison /s/
COMMISSIONER

J. Vickers /s/
COMMISSIONER

As of this 24th Day of April, 1978

San Augustine County

Wyatt C. Teel
COUNTY JUDGE

Tommy Jackson
COMMISSIONER

C. L. (Jack) Smith
COMMISSIONER

Kenneth Stanley
COMMISSIONER

Marvin Dickerson
COMMISSIONER

Lynda Melton of Blue Cross Blue Shield Insurance Representative met with the court to present the rate change, effective June 1, 1978 of the monthly premiums. Motion made by G. W. Russell, Jr. to continue the insurance, seconded by Jimmy Vickers, and by unanimous consent the Court approved.

Old Rate:	New Rate
Employee 14.43	Employee 18.74
One Dep. 21.33	One Dep. 27.72
Two or More Dep-27.17	Two or More Dep.-35.31

Motion made by Commissioner R. E. Smith to divide the Road and Bridge Tax in the amount of \$11,174.84 and Road and Bridge Special in the amount of 32,246.02. Each precinct would receive a certain per cent as follows: R&B 1 22%, R&B 2 27%, R&B 3 20%, and R&B 4 31%. Commissioner Jimmy Vickers seconded, and with all voting "Aye" the court approved.

Commissioner Jimmy Vickers made the motion to print in the paper, to the people when hauling off their garbage to please cover it, so it would not blow off covering the right a way. Seconded by G. W. Russell, Jr. and with all voting "Aye", the court approved this.

Motion by Commissioner R. E. Smith, seconded by Commissioner G. W. Russell, Jr. and with all voting "Aye", the court authorized Judge W. T. Love to sign the contract with the Corp of Engineers about patrolling the lake areas.

Accounts were allowed and made payable.

There being no further business the court adjourned.

W. F. Love

COUNTY JUDGE

R. E. Smith
COMMISSIONER, PRECINCT NO. 1

E. Ellison
COMMISSIONER, PRECINCT NO. 3

G. W. Russell
COMMISSIONER, PRECINCT NO. 2

J. Beck
COMMISSIONER, PRECINCT NO. 4

Minnie Loach
CLERK OF THE COURT