

Monday, August 26, 2002, the Sabine County Commissioners' Court met in regular session. The following members of Court were present:

Jack Leath	County Judge
Keith Clark	Commissioner Pct. #1
Lynn Smith	Commissioner Pct. #2
Doyle Dickerson	Commissioner Pct. #3
Gene Nethery	Commissioner Pct. #4
Janice McDaniel	County Clerk

Judge Leath called the meeting to order and Commissioner Nethery led the Court in prayer.

Agenda item #1-General Business

No minutes were presented.

Agenda item #10-Discuss & Possibly Take Action on Two Proposals from Tourism Commission

Proposal number 1-Funding Proposal for Texas Parks & Wildlife-Prairies and Piney Woods Wildlife Trail

Commissioner Nethery moved to approve this proposal.

Commissioner Dickerson seconded. All voted for. Motion carried. See attached copy of proposal.

Proposal number 2-Funding Proposal for Crappie USA Fishing Tournament-Toledo Bend

Commissioner Smith moved to approve this proposal. Commissioner Nethery seconded. All voted for. Motion carried. See attached copy of proposal.

Agenda item #11-Possibly Take Action on Consideration to Hear Lion's Club (Jerry Cowgill) Presentation for Christmas Lights on Courthouse

Jerry Cowgill and Edith McCauley met with the Court to request that the Judge write a letter of approval from the Commissioners' Court to allow the Lion's Club to put Christmas lights on the Courthouse. The letter will be submitted to the Historical Commission for their approval.

Commissioner Dickerson moved to approve the request. Commissioner Clark seconded. All voted for. Motion carried.

Agenda item #3-Line Item Transfers
No transfers were submitted.

Agenda item #4-Executive Session
This item is deleted.

Agenda item #5-Discuss & Possibly Take Action on Sale of Surplus Vehicles for Sheriff's Dept.

Sheriff Maddox said he has 1 1993 and 2 1994 cars that he wants to auction off.

Judge Leath moved to authorize the Sheriff's Dept. to sell vehicles either by public auction or by sealed bids. Commissioner Clark seconded. All voted for. Motion carried. See attached copy of notice.

Agenda item #6-Consider & Possibly Take Action on Amending Sheriff's Budget

Judge Leath said that when the Sheriff's budget was amended to purchase one of the new cars, we did not amend the budget to cover the equipment. We need to amend his budget for an additional \$1,600.00.

Judge Leath moved to amend the Sheriff's budget by \$1,600.00. Commissioner Clark seconded. All voted for. Motion carried. See attached copy of notice.

Agenda item #7-Discuss & Possibly Take Action on Texas County & District Retirement System Plan Rate 2003

The current rate is 2.91 percent and the Texas County & District Retirement System is recommending that we increase the rate to 3.75 percent.

Commissioner Nethery moved to set the rate at 3.75 percent as recommended by the retirement system. Commissioner Dickerson seconded. All voted for. Motion carried. See attached copy.

Agenda item #8-Consider & Possibly Take Action on "Mutual Aid Agreement" with Shelby County and San Augustine County

Judge Leath said this is the same thing we did with Jasper and Newton Counties at our last regular Court session. We have to have this agreement with every County that adjoins our County in order to be eligible for homeland defense money.

Commissioner Nethery moved to approve the agreement. Commissioner Dickerson seconded. All voted for. Motion carried.

Agenda item #9-Discuss & Possibly Take Action on Court Order, Ordinance & Resolution with Jasper County Interjurisdictional Emergency Management Program

Judge Leath moved to approve the Court order and Resolution. Commissioner Clark seconded. All voted for. Motion carried.

Agenda item #12-County Extension Agent to Present Continuing Education Certificates to Elected Officials

Certificates were given to all four Commissioners. See attached copies.

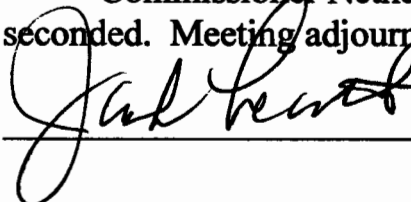
Agenda item #2-Reports

Commissioner Nethery moved to accept the report from the Treasurer. Commissioner Clark seconded. All voted for. Motion carried.

Agenda item #13-Pay Accounts and Salaries

Commissioner Smith moved to pay the accounts and salaries. Commissioner Clark seconded. All voted for. Motion carried.

Commissioner Nethery moved to adjourn. Commissioner Dickerson seconded. Meeting adjourned.



COUNTY JUDGE

Vol Pg 536

Keith Clark COMMISSIONER PCT. #1

Lynn Smith COMMISSIONER PCT. #2

Doyle Johnson COMMISSIONER PCT. #3

Robbie COMMISSIONER PCT. #4

ATTEST:

Janice McDaniel COUNTY CLERK

GENERAL FUND

Ledger as of : 8/23/02

Description	Account	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
ANGL ANGLER'S PRINTING & PUBLISHING								
INVOICE: 072902	DATE: 08/01/02	DUE: 09/15/02						
14000 - 10-24 WINDOW ENVELOPES	6310.499	\$554.12						\$554.12
	INVOICE 072902 TOTALS:	\$554.12	\$0.00	\$0.00				\$554.12
INVOICE: 081402	DATE: 08/14/02	DUE: 09/28/02						
1000 - #10 WHITE ENVELOPES	6310.400	\$49.90						\$49.90
	INVOICE 081402 TOTALS:	\$49.90	\$0.00	\$0.00				\$49.90
	ANGLER'S PRINTING & PUBLISHING TOTALS:	\$604.02	\$0.00	\$0.00				\$604.02
OSA BOGEL SALES D/B/A AMSAN-TEXAS								
INVOICE: 308081	DATE: 08/14/02	DUE: 09/28/02						
TYPE "U" VACUUM BAGS	6310.408	\$2.68						\$2.68
1 CASE ROLL TOWEL	6310.408	\$28.85						\$28.85
1 CASE JUMBO TISSUE	6310.408	\$48.65						\$48.65
38X60 HEAVY TRASH BAGS	6310.408	\$47.24						\$47.24
2 - 24X5 DUST MOP HEADS	6310.408	\$16.60						\$16.60
	INVOICE 308081 TOTALS:	\$144.02	\$0.00	\$0.00				\$144.02
INVOICE: 308082	DATE: 08/14/02	DUE: 09/28/02						
1 -TYPE "U" VACUUM BAGS	6310.408	\$2.68						\$2.68
	INVOICE 308082 TOTALS:	\$2.68	\$0.00	\$0.00				\$2.68
	BOGEL SALES D/B/A AMSAN-TEXAS TOTALS:	\$146.70	\$0.00	\$0.00				\$146.70
BRBR BROOKSHIRE BROTHERS, INC.								
INVOICE: 1127444	DATE: 08/01/02	DUE: 09/15/02						
2 - CANS COFFEE	6542.560	\$9.98						\$9.98
SUGAR	6542.560	\$11.99						\$11.99
	INVOICE 1127444 TOTALS:	\$21.97	\$0.00	\$0.00				\$21.97
	BROOKSHIRE BROTHERS, INC. TOTALS:	\$21.97	\$0.00	\$0.00				\$21.97
CELL CELL PAGE, INC.								
INVOICE: 10154693	DATE: 08/11/02	DUE: 09/25/02						
PAGER SERVICE/SEPTEMBER	6614.409	\$55.60						\$55.60
	INVOICE 10154693 TOTALS:	\$55.60	\$0.00	\$0.00				\$55.60
	CELL PAGE, INC. TOTALS:	\$55.60	\$0.00	\$0.00				\$55.60

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*V - Denotes Voided Check Entries

Vendor Detail Ledger (Unpaid Invoices - Payment Detail)
 GENERAL FUND
 Ledger as of : 8/23/02

Description	Account	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
CING CINGULAR WIRELESS								
INVOICE: 343793720/AUG02	DATE: 08/07/02	DUE: 08/21/02						
CELLULAR PHONE BILL/343793720	6420.560	\$82.92						\$82.92
	INVOICE 343793720/AUG02 TOTALS:	\$82.92	\$0.00	\$0.00				\$82.92
	CINGULAR WIRELESS TOTALS:	\$82.92	\$0.00	\$0.00				\$82.92
CLCS CLARK'S COMPUTER SERVICE								
INVOICE: 081302	DATE: 08/13/02	DUE: 08/27/02						
1 - EPSON STYLUS COLOR 670 PRINTER	6310.455	\$80.00						\$80.00
1 - 6' PRINTER CABLE	6310.455	\$9.95						\$9.95
	INVOICE 081302 TOTALS:	\$89.95	\$0.00	\$0.00				\$89.95
	CLARK'S COMPUTER SERVICE TOTALS:	\$89.95	\$0.00	\$0.00				\$89.95
CYMAF CYMA FORMS								
INVOICE: 081302	DATE: 08/13/02	DUE: 08/27/02						
2000 - GENERAL FUND CHECKS.	6310.497	\$224.10						\$224.10
SHIPPING	6310.497	\$23.00						\$23.00
	INVOICE 081302 TOTALS:	\$247.10	\$0.00	\$0.00				\$247.10
	CYMA FORMS TOTALS:	\$247.10	\$0.00	\$0.00				\$247.10
DIAS DIAMOND SHAMROCK								
INVOICE: 62745781/JUL02	DATE: 08/18/02	DUE: 09/30/02						
15.739 GALLONS FUEL	6335.580	\$19.34						\$19.34
12.502 GALLONS FUEL	6335.580	\$18.24						\$18.24
14.624 GALLONS FUEL	6335.580	\$19.00						\$19.00
9.619 GALLONS FUEL	6335.580	\$12.50						\$12.50
13.010 GALLONS FUEL	6335.580	\$16.90						\$16.90
9.634 GALLONS FUEL	6335.580	\$13.00						\$13.00
CREDIT	6335.580	(\$13.81)						(\$13.81)
	INVOICE 62745781/JUL02 TOTALS:	\$85.17	\$0.00	\$0.00				\$85.17
	DIAMOND SHAMROCK TOTALS:	\$85.17	\$0.00	\$0.00				\$85.17
DIPA DIXIE PAPER COMPANY								
INVOICE: 569199-00	DATE: 08/08/02	DUE: 09/22/02						
1 CASE SOFT TISSUE	6313.560	\$40.37						\$40.37

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- Denotes Voided Check Entries

GENERAL FUND

Ledger as of : 8/23/02

Description	Account	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
1 CASE WHITE FOAM CUP	6313.560	\$12.90						\$12.90
1 CASE KITCHEN TOWEL	6313.560	\$15.90						\$15.90
INVOICE 569199-00 TOTALS:		\$69.17	\$0.00	\$0.00				\$69.17
INVOICE: 569207-00								
DATE: 08/08/02	DUE: 09/22/02							
24X33 TRASH BAGS	6313.560	\$18.29						\$18.29
LAUNDRY DETERGENT	6313.560	\$12.00						\$12.00
LATEX GLOVES	6313.560	\$7.86						\$7.86
INVOICE 569207-00 TOTALS:		\$38.15	\$0.00	\$0.00				\$38.15
DIXIE PAPER COMPANY TOTALS:		\$107.32	\$0.00	\$0.00				\$107.32
DORO DONALD ROACH								
INVOICE: 082202								
DATE: 08/22/02	DUE: 10/06/02							
A/C REPAIR SERVICE	6450.408	\$51.00						\$51.00
PART	6450.408	\$28.00						\$28.00
INVOICE 082202 TOTALS:		\$79.00	\$0.00	\$0.00				\$79.00
DONALD ROACH TOTALS:		\$79.00	\$0.00	\$0.00				\$79.00
EEMS EASTEX EMS AMBULANCE SERVICE								
INVOICE: 107								
DATE: 08/01/02	DUE: 09/15/02							
MONTHLY AGREEMENT	6325.409	\$9,958.00						\$9,958.00
7 OF 20 PURCHASE OF EQUIPMENT	6325.409	(\$5,000.00)						(\$5,000.00)
INVOICE 107 TOTALS:		\$4,958.00	\$0.00	\$0.00				\$4,958.00
EASTEX EMS AMBULANCE SERVICE TOTALS:		\$4,958.00	\$0.00	\$0.00				\$4,958.00
ERBO ERICSON BOOKS								
INVOICE: 653								
DATE: 08/12/02	DUE: 08/28/02							
E. TX MILITIA VOL. 1	6310.403	\$15.00						\$15.00
E. TX MILITIA VOL. 2	6310.403	\$15.00						\$15.00
SHIPPING	6310.403	\$5.00						\$5.00
INVOICE 653 TOTALS:		\$35.00	\$0.00	\$0.00				\$35.00
ERICSON BOOKS TOTALS:		\$35.00	\$0.00	\$0.00				\$35.00
EVEC EMERGENCY VEHICLE EQUIPMENT CO								
INVOICE: 023322								
DATE: 08/01/02	DUE: 09/15/02							
AUTOMOBILE EQUIPMENT	6504.560	\$5,200.00						\$5,200.00

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*V - Denotes Voided Check Entries

Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

GENERAL FUND

Ledger as of : 8/23/02

Description	Account	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
INVOICE 023322 TOTALS:		\$5,200.00	\$0.00	\$0.00				\$5,200.00
EMERGENCY VEHICLE EQUIPMENT CO TOTALS:		\$5,200.00	\$0.00	\$0.00				\$5,200.00
EXXO EXXONMOBIL								
INVOICE:	8592025848/JUL02	DATE:	08/01/02	DUE:	09/15/02			
12.121 GALLONS FUEL	6335.560	\$15.75						\$15.75
15.049 GALLONS FUEL	6335.560	\$20.00						\$20.00
FUEL	6335.560	\$34.00						\$34.00
INVOICE 8592025848/JUL02 TOTALS:		\$69.75	\$0.00	\$0.00				\$69.75
EXXONMOBIL TOTALS:		\$69.75	\$0.00	\$0.00				\$69.75
FIUB FIRST USA BANK, NA								
INVOICE:	424631143117990/JUL	DATE:	08/22/02	DUE:	10/06/02			
DELL COMPUTER SYSTEM	6310.475	\$1,134.00						\$1,134.00
SHIPPING	6310.475	\$45.00						\$45.00
CREDIT	6310.475	(\$15.00)						(\$15.00)
INVOICE 424631143117990/JUL TOTALS:		\$1,164.00	\$0.00	\$0.00				\$1,164.00
FIRST USA BANK, NA TOTALS:		\$1,164.00	\$0.00	\$0.00				\$1,164.00
HART HART INTERCIVIC, INC.								
INVOICE:	860709	DATE:	08/08/02	DUE:	09/20/02			
PAPER BAL-EARLY VTG BOARD	6522.403	\$28.00						\$28.00
PAPER BAL-ELECTION SET COMB	6522.403	\$56.00						\$56.00
SHIPPING	6522.403	\$6.86						\$6.86
INVOICE 860709 TOTALS:		\$90.86	\$0.00	\$0.00				\$90.86
HART INTERCIVIC, INC. TOTALS:		\$90.86	\$0.00	\$0.00				\$90.86
LBAU L & B AUTO REPAIR								
INVOICE:	054021	DATE:	08/12/02	DUE:	09/26/02			
SCAN TEST	6451.560	\$22.50						\$22.50
CLEANED EGR SYSTEM PORTS	6451.560	\$45.00						\$45.00
SENSOR	6451.560	\$101.40						\$101.40
INVOICE 054021 TOTALS:		\$168.90	\$0.00	\$0.00				\$168.90
L & B AUTO REPAIR TOTALS:		\$168.90	\$0.00	\$0.00				\$168.90

54
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Vendor Detail Ledger (Unpaid Invoices - Payment Detail)
GENERAL FUND
 Ledger as of : 8/23/02

Description	Account	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
QUCO QUILL CORPORATION								
INVOICE: 4857210	DATE: 08/06/02	DUE: 09/20/02						
UTILITY CART	6310.499	\$99.99						\$99.99
LATERAL FILE	6310.499	\$339.98						\$339.98
FREIGHT	6310.499	\$63.75						\$63.75
INVOICE 4857210 TOTALS:		\$503.72	\$0.00	\$0.00				\$503.72
INVOICE: 5021631	DATE: 08/14/02	DUE: 09/28/02						
1000 MISC. CONV. PACK	6310.497	\$17.98						\$17.98
3- W-2 FOR LASER PRINTERS	6310.497	\$16.98						\$16.98
3- W-2 FOR LASER PRINTERS	6310.497	\$16.98						\$16.98
3- W-2 FOR LASER PRINTERS	6310.497	\$16.98						\$16.98
3- W-2 FOR LASER PRINTERS	6310.497	\$16.98						\$16.98
EPPS FOR W-2 FORMS	6310.497	\$19.78						\$19.78
INVOICE 5021631 TOTALS:		\$105.68	\$0.00	\$0.00				\$105.68
QUILL CORPORATION TOTALS:		\$609.40	\$0.00	\$0.00				\$609.40
SASO THE SARGENT-SOWELL CO.								
INVOICE: 25-2067180	DATE: 02/07/01	DUE: 03/24/01						
	6540.560	\$512.55		\$512.55	2/26/01	26458	A	
				(\$512.55)	2/26/01	26458	A	
				\$512.55	2/26/01	26533	A	
				(\$512.55)	2/26/01	26533	A	\$512.55
	6540.560	\$21.55		\$21.55	2/26/01	26458	A	
				(\$21.55)	2/26/01	26458	A	
				\$21.55	2/26/01	26533	A	
				(\$21.55)	2/26/01	26533	A	\$21.55
INVOICE 25-2067180 TOTALS:		\$534.10	\$0.00	\$0.00				\$534.10
INVOICE: 25-2067180/#2	DATE: 02/07/01	DUE: 03/24/01						
BADGES	6540.560	(\$512.55)						(\$512.55)
SHIPPING	6540.560	(\$21.55)						(\$21.55)
INVOICE 25-2067180/#2 TOTALS:		(\$534.10)	\$0.00	\$0.00				(\$534.10)
THE SARGENT-SOWELL CO. TOTALS:		\$0.00	\$0.00	\$0.00				\$0.00
CESS SENTRY SIGNAL SYSTEMS								
INVOICE: 4131	DATE: 08/01/02	DUE: 09/15/02						
REPLACED SMOKE DETECTOR	6450.560	\$35.00						\$35.00
SMOKE DETECTOR	6450.560	\$61.79						\$61.79

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/ - Denotes Voided Check Entries

Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

GENERAL FUND
Ledger as of : 8/23/02

Description	Account	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
MILEAGE DIFFERENTIAL	6450.560	\$45.00						\$45.00
INVOICE 4131 TOTALS:		\$141.79	\$0.00	\$0.00				\$141.79
SENTRY SIGNAL SYSTEMS TOTALS:		\$141.79	\$0.00	\$0.00				\$141.79
STEM STEVE MILLER								
INVOICE: 081502	DATE: 08/15/02	DUE: 09/29/02						
224 MILES @ .345	6441.457	\$77.28						\$77.28
INVOICE 081502 TOTALS:		\$77.28	\$0.00	\$0.00				\$77.28
STEVE MILLER TOTALS:		\$77.28	\$0.00	\$0.00				\$77.28
STSE STEVE SEALE, ATTORNEY								
INVOICE: 80	DATE: 08/06/02	DUE: 09/20/02						
F. CAMPBELL/#80	6531.435	\$250.00						\$250.00
INVOICE 80 TOTALS:		\$250.00	\$0.00	\$0.00				\$250.00
STEVE SEALE, ATTORNEY TOTALS:		\$250.00	\$0.00	\$0.00				\$250.00
TDCA TDCAA								
INVOICE: 080102	DATE: 08/01/02	DUE: 08/15/02						
MEMBERSHIP DUES/ 9/02 - 9/03	6470.475	\$75.00						\$75.00
INVOICE 080102 TOTALS:		\$75.00	\$0.00	\$0.00				\$75.00
TDCAA TOTALS:		\$75.00	\$0.00	\$0.00				\$75.00
TEXA TEXAS ASSOCIATION OF COUNTIES								
INVOICE: 23530/2020	DATE: 08/08/02	DUE: 09/22/02						
COUNTY COURT BENCH MANUAL	6310.400	\$150.00						\$150.00
INVOICE 23530/2020 TOTALS:		\$150.00	\$0.00	\$0.00				\$150.00
TEXAS ASSOCIATION OF COUNTIES TOTALS:		\$150.00	\$0.00	\$0.00				\$150.00
TRJA TRICIA JACKS								
INVOICE: 082202	DATE: 08/22/02	DUE: 10/06/02						
120 MILES @ .345	6470.497	\$41.40						\$41.40
LUNCH	6470.497	\$11.19						\$11.19
INVOICE 082202 TOTALS:		\$52.59	\$0.00	\$0.00				\$52.59

with PO 543

*V - Denotes Voided Check Entries

Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

GENERAL FUND

Ledger as of : 8/23/02

Description	Account	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
		<u>\$52.59</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$52.59</u>
		<u>\$14,562.32</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$14,562.32</u>

TRICIA JACKS TOTALS:

LEDGER TOTALS:

WELLS FARGO PO 544

SIGN HERE FOR PAYMENT APPROVAL

Jack Leath

**Jack Leath
County Judge**

SIGN HERE FOR PAYMENT APPROVAL

Janice McDaniel

**Janice McDaniel
County Clerk**

SIGN HERE FOR PAYMENT APPROVAL

Keith Clark

**Keith Clark
Commissioner Pct. 1**

SIGN HERE FOR PAYMENT APPROVAL

Lynn Smith

**Lynn Smith
Commissioner Pct. 2**

SIGN HERE FOR PAYMENT APPROVAL

Doyle Dickerson

**Doyle Dickerson
Commissioner Pct. 3**

SIGN HERE FOR PAYMENT APPROVAL

Gene Nethery

**Gene Nethery
Commissioner Pct. 4**

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Approved for payment by Sabine County Commissioner's Court August 26, 2002.

Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

ROAD AND BRIDGES

Ledger as of: 8/23/02

Description	Account	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
BIG4 BIG "4", INC.								
INVOICE: 00322730	DATE: 08/01/02	DUE: 08/01/02						
SPECIAL MIX MATERIAL	6377.601	\$727.50						\$727.50
INVOICE 00322730 TOTALS:		\$727.50	\$0.00	\$0.00				\$727.50
INVOICE: 00322729								
ROAD BASE MATERIAL	6377.603	\$1,368.00						\$1,368.00
INVOICE 00322729 TOTALS:		\$1,368.00	\$0.00	\$0.00				\$1,368.00
BIG "4", INC. TOTALS:		\$2,095.50	\$0.00	\$0.00				\$2,095.50
CLCO C & L CONSTRUCTION								
INVOICE: 10411	DATE: 08/14/02	DUE: 08/14/02						
TRANSPORTED LARGE CULVERT	6375.601	\$240.00						\$240.00
INVOICE 10411 TOTALS:		\$240.00	\$0.00	\$0.00				\$240.00
C & L CONSTRUCTION TOTALS:		\$240.00	\$0.00	\$0.00				\$240.00
DONS DON'S AUTO SALVAGE & OILFIELD								
INVOICE: 09903	DATE: 08/08/02	DUE: 08/08/02						
1 - TUBE	6355.603	\$22.50						\$22.50
DROP HEADLINER REPAIR WATER LEAK	6344.603	\$225.00						\$225.00
INVOICE 09903 TOTALS:		\$247.50	\$0.00	\$0.00				\$247.50
DON'S AUTO SALVAGE & OILFIELD TOTALS:		\$247.50	\$0.00	\$0.00				\$247.50
EOB GEO. P. BANE, INC.								
INVOICE: 01040458	DATE: 08/07/02	DUE: 08/07/02						
BRG. ADJ. SL	6357.602	\$18.70						\$18.70
SEAL	6357.602	\$29.37						\$29.37
CONE	6357.602	\$25.74						\$25.74
SEAL	6357.602	\$20.90						\$20.90
CONE	6357.602	\$37.07						\$37.07
CUP	6357.602	\$10.68						\$10.68
CUP	6357.602	\$22.58						\$22.58
CHAIN	6357.602	\$38.28						\$38.28
COVER ASSY	6357.602	\$39.49						\$39.49
FREIGHT OUT	6357.602	\$4.81						\$4.81
INVOICE 01040458 TOTALS:		\$247.62	\$0.00	\$0.00				\$247.62

546
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Denotes Voided Check Entries

Vendor Detail Ledger (Unpaid Invoices - Payment Detail)
ROAD AND BRIDGES
 Ledger as of : 8/23/02

Description	Account	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
GEO. P. BANE, INC. TOTALS:		\$247.62	\$0.00	\$0.00				\$247.62
GMWS G-M WATER SUPPLY CORP.								
INVOICE: 1262/JUL02	DATE: 08/01/02	DUE: 08/01/02						
BALANCE	6440.602	\$25.13						\$25.13
WATER BILL	6440.602	\$25.13						\$25.13
INVOICE 1262/JUL02 TOTALS:		\$50.26	\$0.00	\$0.00				\$50.26
G-M WATER SUPPLY CORP. TOTALS:		\$50.26	\$0.00	\$0.00				\$50.26
RALA RANDY LADNER								
INVOICE: 3180	DATE: 08/01/02	DUE: 08/01/02						
WELDED BUCKET LEVEL ARM	6346.601	\$40.00						\$40.00
INVOICE 3180 TOTALS:		\$40.00	\$0.00	\$0.00				\$40.00
INVOICE 3269	DATE: 08/01/02	DUE: 08/01/02						
WELDED TAIL CHAIN ON TAIL GATE	6344.601	\$20.00						\$20.00
INVOICE 3269 TOTALS:		\$20.00	\$0.00	\$0.00				\$20.00
INVOICE 3270	DATE: 08/07/02	DUE: 08/07/02						
REPLACED SEAL/SIDE MOWER	6346.602	\$20.00						\$20.00
INVOICE 3270 TOTALS:		\$20.00	\$0.00	\$0.00				\$20.00
RANDY LADNER TOTALS:		\$80.00	\$0.00	\$0.00				\$80.00
GM STEWART GLASS & MIRROR INC.								
INVOICE 31298	DATE: 08/15/02	DUE: 08/15/02						
2 - REAR VIEW MIRROR REPAIRS	6344.602	\$40.00						\$40.00
INVOICE 31298 TOTALS:		\$40.00	\$0.00	\$0.00				\$40.00
STEWART GLASS & MIRROR INC. TOTALS:		\$40.00	\$0.00	\$0.00				\$40.00
LEDGER TOTALS:		\$3,000.88	\$0.00	\$0.00				\$3,000.88

547
 11-17-02
 11-17-02

- Denotes Voided Check Entries

SIGN HERE FOR PAYMENT APPROVAL

Jack Leath

**Jack Leath
County Judge**

SIGN HERE FOR PAYMENT APPROVAL

Janice McDaniel

**Janice McDaniel
County Clerk**

SIGN HERE FOR PAYMENT APPROVAL

Keith Clark

**Keith Clark
Commissioner Pct. 1**

SIGN HERE FOR PAYMENT APPROVAL

Lynn Smith

**Lynn Smith
Commissioner Pct. 2**

SIGN HERE FOR PAYMENT APPROVAL

Doyle Dickerson

**Doyle Dickerson
Commissioner Pct. 3**

SIGN HERE FOR PAYMENT APPROVAL

Gene Nethery

**Gene Nethery
Commissioner Pct. 4**

875
548
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WEL

Approved for payment by Sabine County Commissioner's Court August 26, 2002.

Vendor Detail Ledger (Unpaid Invoices - Payment Detail)
ROAD AND BRIDGE SPECIAL
 Ledger as of : 8/23/02

Description	Account	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
HVEC HI-WAY EQUIPMENT CO								
INVOICE: H47434	DATE: 08/09/02	DUE: 08/09/02						
FILTER KIT	0605.6355	\$179.76						\$179.76
FREIGHT OUT	0605.6355	\$6.40						\$6.40
INVOICE H47434 TOTALS:		<u>\$186.16</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$186.16</u>
HI-WAY EQUIPMENT CO TOTALS:		<u>\$186.16</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$186.16</u>
LEDGER TOTALS:		<u><u>\$186.16</u></u>	<u><u>\$0.00</u></u>	<u><u>\$0.00</u></u>				<u><u>\$186.16</u></u>

675
 LL PG 549
 V

SIGN HERE FOR PAYMENT APPROVAL

Jack Leath

**Jack Leath
County Judge**

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Janice McDaniel

**Janice McDaniel
County Clerk**

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Keith Clark

**Keith Clark
Commissioner Pct. 1**

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Lynn Smith

**Lynn Smith
Commissioner Pct. 2**

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Doyle Dickerson

**Doyle Dickerson
Commissioner Pct. 3**

SIGN HERE FOR PAYMENT APPROVAL

Gene Nethery

**Gene Nethery
Commissioner Pct. 4**

550
W. H. PO

Approved for payment by Sabine County Commissioner's Court August 26, 2002.

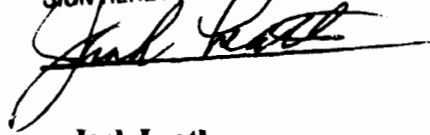
Vendor Detail Ledger (Unpaid Invoices - Payment Detail)
HOTEL/MOTEL TAX
 Ledger as of : 8/23/02

Description	Account	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
HILC HOLIDAY INN LAFAYETTE CENTRAL								
INVOICE: 082102		DATE: 08/22/02	DUE: 08/22/02					
LISA OWENS/#66477605	6470.58	\$239.96						\$239.96
DARRELL & JEANNINE LYONS/#66477605	6470.58	\$239.96						\$239.96
LINDA MAUER/#66477605	6470.58	\$239.96						\$239.96
LA TAX	6470.58	\$79.20						\$79.20
INVOICE 082102 TOTALS:		\$799.08	\$0.00	\$0.00				
HOLIDAY INN LAFAYETTE CENTRAL TOTALS:		\$799.08	\$0.00	\$0.00				
LIOW LISA OWENS								
INVOICE: 081402		DATE: 08/14/02	DUE: 08/14/02					
181 MILES @ .345	6471.58	\$62.45						\$62.45
INVOICE 081402 TOTALS:		\$62.45	\$0.00	\$0.00				
INVOICE: 082202								
POSTAGE		DATE: 08/22/02	DUE: 08/22/02					
	6310.58	\$14.28						\$14.28
INVOICE 082202 TOTALS:		\$14.28	\$0.00	\$0.00				
LISA OWENS TOTALS:		\$76.73	\$0.00	\$0.00				
LISA LISA OWENS								
INVOICE: 082102		DATE: 08/22/02	DUE: 08/22/02					
LISA OWENS	6470.58	\$100.00						\$100.00
DARRELL LYONS	6470.58	\$100.00						\$100.00
JEANNINE LYONS	6470.58	\$100.00						\$100.00
LINDA MAUER	6470.58	\$100.00						\$100.00
INVOICE 082102 TOTALS:		\$400.00	\$0.00	\$0.00				
LISA OWENS TOTALS:		\$400.00	\$0.00	\$0.00				
LEDGER TOTALS:		\$1,275.81	\$0.00	\$0.00				

10/11/02
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 HT
 10/11/02

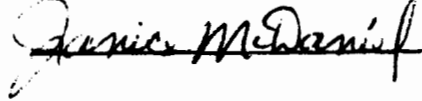
*V - Denotes Voided Check Entries

SIGN HERE FOR PAYMENT APPROVAL



Jack Leath
County Judge

SIGN HERE FOR PAYMENT APPROVAL



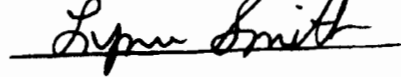
Janice McDaniel
County Clerk

SIGN HERE FOR PAYMENT APPROVAL




Keith Clark
Commissioner Pct. 1

SIGN HERE FOR PAYMENT APPROVAL



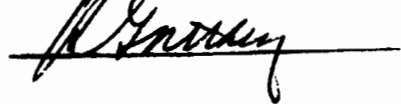
Lynn Smith
Commissioner Pct. 2

SIGN HERE FOR PAYMENT APPROVAL



Doyle Dickerson
Commissioner Pct. 3

SIGN HERE FOR PAYMENT APPROVAL



Gene Nethery
Commissioner Pct. 4

550
LL 77

Approved for payment by Sabine County Commissioner's Court August 26, 2002.

Sabine County Visitors Bureau

(409) 787-1421
email: tourism@sabine.net

P.O. Box 223
Hemphill, TX 75948

August 13, 2002

To: Sabine County Tourism Commission
From: Sabine County Visitors Bureau
Regarding: **Funding proposal for Texas Parks & Wildlife - Prairies and Piney Woods Wildlife Trail**

The Sabine County Visitors Bureau has been working with Texas Parks and Wildlife in their efforts to initiate and complete a new wildlife/birding trail modeled after the Great Texas Coastal Birding Trail.

In April 2001 the Sabine County Visitors Bureau, with assistance from the US Forest Service and TPW, nominated nine sites in Sabine County. These sites will be visited by Texas Parks & Wildlife this fall.

In January 2002, the Texas Transportation Commission approved \$770,880 in federal TEA-21 grant funding. The *Prairies and Piney Woods Wildlife Trail* needs support to fund the 20 percent non federal match of \$192,720.

The Sabine County Visitors Bureau budget for 2002 includes an amount of \$1,000.00 for advertising with Texas Parks & Wildlife.

As the Texas Parks & Wildlife birding trails have a proven history of bringing tourism dollars into communities, I recommend partnering with TPW by funding a sponsorship at the level of \$1,500.00. The additional \$500.00 to be expended from the HOT.

Respectfully,



Lisa Owens
Director
Sabine County Visitors Bureau

Encl

VOI LL PG 553

Sabine County Visitors Bureau

(409) 787-1421
email: tourism@sabinenet.com

P.O. Box 223
Hemphill, TX 75948

August 13, 2002

To: Sabine County Tourism Commission
From: Sabine County Visitors Bureau
Regarding: **Funding proposal for Crappie USA Fishing Tournament - Toledo Bend**

The Sabine County Visitors Bureau has been approached to propose funding for *Crappie USA* Fishing Tournament to be held on Toledo Bend February 22, 2003. This tournament was funded by Sabine County HOT in April of 2002 at Mill Creek Grocery & Lodge on Sam Rayburn with the proviso that *Crappie USA* would hold a similar tournament the following year on Toledo Bend Reservoir.

Crappie USA is sponsored by Cabelas and the tournament trail will be advertised in their publication, Sabine County Tourism also advertises in *Cabelas Outfitter Journal*. *Crappie USA* also produces tournament trail information booklets in which Sabine County Tourism will be featured in the two page centerfold. The booklet is distributed throughout the county.

The cost of hosting the tournament will be \$4,000.00 plus six hotel room nights (two hotel rooms for three nights at \$50.00 per night = \$300.00).

As *Crappie USA* is a relatively inexpensive tournament trail which is geared more so to families and amateur fishing people, advertises on a nation-wide level, and has a proven economic success rate, I recommend funding the *Crappie USA* Tournament in the amount of \$4,300.00.

Respectfully,



Lisa Owens
Director
Sabine County Visitors Bureau

Enclosed

Vol. LT Pg. 554

Surplus Sale Notice

Commissioner Court August 26, 2002

The Sabine County Sheriff's Department hereby gives notice of a surplus sale consisting of 3 vehicles. Vehicles maybe seen at the Sabine County Sheriff's office in Hemphill, TX. Sale to be held on the west side on the Sheriff's office on Friday, September 13, 2002 at 10:00 a.m. For more information, please contact the Sheriff's Department at 409-787-2266.

Sabine County reserves the right to reject any or all sales.

8/28
9/4

2ct

Thank you

WIG LL 555

BUDGET AMENDMENT

DATE: August 26, 2002

Honorable Commissioners Court of Sabine County:

I would like to request the amendment to my departmental budget:

	FUND	DEPARTMENT	ACCOUNT	AMOUNT
TO:	General	Sheriff	Automobiles	1,600.00

There are no areas in my current budget to reduce in order to fund the above mentioned items.



Approved Commissioners Court



Department Head



Attest County Clerk

Vol LL Pg 556



No Plan Change Notice and Rate Acknowledgment

Variable-Rate (ADCR) Plan

Submit this form only if you are making no benefit changes in your plan for 2003. Please keep in mind that even if you are making no benefit changes, your required employer contribution rate may change. If your subdivision is adopting any new option, right or benefit, you must submit the appropriate order or resolution.

Sabine County

Subdivision Name

301

Subdivision Number

2003 Plan Rates

My county or district chooses to make no plan changes for 2003. I understand that our employee and employer contribution rates will be:

Employee Deposit Rate for 2003: 7.00%

Employer Contribution Rate for 2003: 3.75%

Certification

Only the chair of the governing board or the official TCDRS correspondent may sign this form.

Tricia Jacks

Name of Authorized Signee

County Treasurer

Title

Tricia Jacks

Authorized Signature

August 26, 2002

Date

Vol LL Pg 557

**MUTUAL AID AGREEMENT
BETWEEN
THE COUNTIES OF SAN AUGUSTINE AND SABINE
AND THE INCORPORATED CITIES OF EACH AFOREMENTIONED COUNTY**

The contracting cities and counties solemnly agree:

SECTION 1. PURPOSE

The purpose of this agreement is to provide mutual aid among the cities and counties of San Augustine and Sabine (herein referred to as the "counties" and "cities") in meeting any emergency of disaster from enemy attack or other cause, natural or otherwise. This agreement is made pursuant to the Interlocal Cooperation Act, Vernon's Texas Civil Statutes, Article 4413 (32c), and Vernon's Texas Codes Annotated, Government Code Chapter 418, commonly referred to as the Texas Disaster Act of 1975. This agreement recognizes that the prompt, but full and effective utilization of the welfare of the people thereof in the event of a major emergency or disaster. The Directors or Coordinators of Emergency Management of all party cities and counties shall constitute a committee to formulate plans and take all necessary steps for the implementation of this agreement. Such planning shall incorporate the use of resources, including personnel, equipment, and supplies necessary to provide mutual aid.

SECTION 2. RESPONSIBILITIES

It shall be the duty of each party city or county to formulate emergency management plans and programs for application within such cities and counties. There shall be frequent consultation between the representatives of the cities and counties with the State of Texas and the free exchange of information and services. In carrying shall, so far as possible, provide and follow uniform standards, practices and rules and regulations including:

- (a) Warnings and signals for exercises and the mechanical devices to be used in connection therewith;
- (b) Shutting off water mains, gas mains, electrical power connections and the suspension of all other utility services;
- (c) Selection of all materials or equipment used or to be used for emergency management purposes to assure that such materials and equipment will be easily and freely interchangeable when used in or by any other party, city or county.
- (d) The conduct of citizens and the movement and cessation of movement of pedestrians and vehicular traffic, prior, during and subsequent to exercises or disasters;

Vol LL Pg 558

- (e) The safety of public meetings or gatherings.

Any party city or county requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this agreement in accordance with the terms hereof; provided that it is understood that the city or county rendering aid may withhold resources to the extent necessary to provide reasonable protection for such city or county. Each party city or county while operating within its city or county limits under the terms and conditions of this agreement, the same powers (except that of arrest unless specifically authorized by the receiving city or county), duties, rights, privileges and immunities as if they were performing their duties in the city or county in which normally employed or rendering services. Emergency management forces will continue under the command and control of their regular leaders, but the organizational units will come under the operational control of the emergency management authorities of the city or county receiving assistance.

All requests for mutual aid under this agreement shall be made by the local Emergency Management Coordinator or Director through the State Disaster District organization and that organization will serve as a channel through which outside aid will be dispatched.

SECTION 3. LIABILITY

No party city or county or its officers or employees rendering aid in another city or county pursuant to this agreement shall be liable on account of any act or omission in good faith on the part of such forces while so engaged, or on account of the maintenance or use of any equipment or supplies in connection therewith.

SECTION 4. SUPPLEMENTARY AGREEMENTS

Inasmuch as it is probable that the pattern and detail of the arrangements for mutual aid among two (2) or more cities or counties may differ from that appropriate among other cities or counties party hereto, this instrument contains elements of a broad base common to all cities and counties, and nothing herein contained shall preclude any city or county from entering into supplementary agreements with another city or county or cities or counties. Such supplementary agreements may comprehend, but shall not be limited to, provisions for evacuation and reception of injured and other persons, and the exchange of medical care, fire, police, public utility, reconnaissance, welfare, transportation and communications personnel, equipment and supplies.

SECTION 5. COMPENSATION

Each party city or county shall provide for payment of compensation and death benefits to injured members of the emergency forces of that city or county and the representatives of deceased members of such forces in case such member sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within such city or county.

vs. LL Pg 559

SECTION 6. FINANCE

Any party city or county rendering aid in another city or county pursuant to this agreement shall be reimbursed by the party city or county receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment answering a request for aid, and for the cost incurred in connection with such requests; provided, that any aiding party city or county may assume in whole or in part such loss damage expense, or other costs, and provided further that any two (2) or more party cities or counties may enter into supplementary agreements establishing a different allocation of costs as among those cities or counties.

SECTION 7. SEVERABILITY

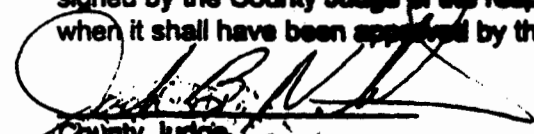
This agreement shall continue in force and remain binding on each party city or county until the City Council or Commissioner's Court of such party city or county takes action to withdraw therefrom. Such action shall not be effective until 90 days after notice thereof has been sent to the Emergency Management Director of the party city or county desiring to withdraw to the Emergency Management Director of the other party city or county.

This agreement shall be construed to effectuate the purpose stated in Section 1, hereof. If any provision of this agreement is declared unconstitutional, or the applicability thereof to any persons or circumstances is held invalid, the constitutionality of the remainder of the agreement and the applicability thereof to the other person and circumstances shall not be affected thereby.

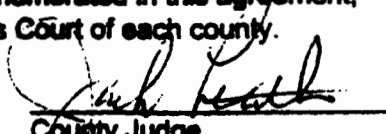
SECTION 8. APPLICABILITY

This agreement shall become operative immediately upon its approval by any city and/or county as between it and any other city and/or county or cities or counties so ratifying. Duly authenticated copies of this agreement and of such supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the party cities or counties and with the Division of Emergency Management and other appropriate agencies of the State of Texas.

This agreement shall become binding and obligatory when it shall have been signed by the County Judge of the respective counties enumerated in this agreement; when it shall have been approved by the Commissioner's Court of each county.



County Judge
San Augustine County
Date: 8-26-02



County Judge
Sabine County
Date: 30 Aug 02

Vol LL Pg 560

**MUTUAL AID AGREEMENT
BETWEEN THE COUNTIES OF GREEN AND SHELBY
AND THE INCORPORATED CITIES OF EACH AFORESAID COUNTY**

The contracting cities and counties solemnly agree:

SECTION 1. PURPOSE

The purpose of this agreement is to provide mutual aid among the cities and counties of Sabine and Shelby (herein referred to as the "counties" and "cities") in meeting any emergency disaster from enemy attack or other cause, natural or otherwise. This agreement is made pursuant to the Interlocal Cooperation Act, Vernon's Texas Civil Statutes, Article 4413 (32c), and Vernon's Texas Civil Statutes, Government Code Chapter 418, commonly referred to as the Texas Disaster Act of 1975. This agreement recognizes that the prompt, efficient and effective utilization of the welfare of the people thereof in the event of a major emergency or disaster. The Directors of Coordinators of Emergency Management of all party cities and counties shall constitute a committee to formulate plans and take all necessary steps for implementation of this agreement. Such planning shall incorporate the use of resources, including personnel, equipment, and supplies necessary to provide mutual aid.

SECTION 2. RESPONSIBILITIES

It shall be the duty of each party city or county to formulate emergency management plans and programs for application within cities and counties. There shall be frequent consultation between the representatives of the cities and counties with the State of Texas and the free exchange of information and services. In carrying shall, so far as possible, provide and follow uniform standards, practices, rules, and regulations including:

- a. Warnings and signals for exercises and the mechanical devices to be used in connection therewith;
- b. Shutting off water mains, gas mains, electrical power connections and the suspension of all other utility services;
- c. Selection of all materials or equipment used or to be used for emergency management purposes to assure that such materials and equipment will be easily and freely interchangeable when used in or by any other party, city or county.
- d. The conduct of citizens and the movement and cessation of movement of pedestrians and vehicular traffic, prior, during and subsequent to exercises or disasters;
- e. The safety of public meetings or gatherings.

Vol. LL Pg. 561

VB 11-563

Date 30 Aug 02

County Judge Sabine County

[Signature]

Date 8-26-02

County Judge Shelby County

[Signature]

This agreement shall become binding and obligatory when it shall have been signed by the County Judge of the respective counties enumerated in this agreement; when it shall have been approved by the Commissioner of the State of Texas.

The agreement shall become operative immediately upon approval by any city and county as herein provided and any other city and county or other counties so willing. Any amendments to any of the terms and conditions of this agreement shall be made in writing and shall be filed with the County Judge of the respective counties and with the Division of Emergency Management and other appropriate agencies of the State of Texas.

SECTION 7. AFFIDAVIT

This agreement shall be considered to effectuate the purpose stated in Section 1, hereof. If any provision of this agreement is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the agreement and the applicability thereof to the other person and circumstances shall not be affected thereby.

SECTION 8. TERMINATION

Any party city or county rendering aid in another city or county pursuant to this agreement shall be reimbursed by the city or county receiving such aid for any loss or damage to, or equipment destroyed in the operation of any equipment moving a request for aid, and for the cost incurred in connection with such requests provided, that equipment, or other costs, and provided further that any two (2) or more party cities or counties may enter into supplementary agreements establishing a different allocation of costs among these cities or counties.

SECTION 9. FINANCE

562
LL
Pg 8

Inasmuch as it is probable that the pattern and detail of the arrangements for mutual aid among two (2) or more cities or counties may differ from that appropriate among other cities or counties party hereto, this instrument contains elements of non-competition to all cities and counties, and nothing herein contained shall preclude any city or county or cities or counties. Such arrangements may be made, but shall not be limited to, provision for equipment and supplies of injured and other persons, and the maintenance of medical care, fire, police, public utility, recreation, water, transportation and communications personnel, equipment and supplies.

SECTION 4. SUPPLEMENTARY AGREEMENTS

The party or county or its officers or employees rendering aid in another city or county pursuant to this agreement shall be liable on account of any act or omission in good faith on the part of such person while engaged, or on account of the maintenance or use of any equipment or supplies in connection therewith.

SECTION 3. LIABILITY

All requests for mutual aid under this agreement shall be made by the local Emergency Management Coordinator or Director through the State Director District organization and that organization will serve as a channel through which outside aid will be dispatched.

Any party or county requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by the agreement in accordance with the terms herein provided that it is understood that the city or county rendering aid may withhold resources to the extent necessary to provide essential protection for such city and county. Each party or county withstanding within the city or county liable under the terms and conditions of this agreement, the same power (except that of arrest unless specifically authorized by the rendering city or county), duties, rights, privileges and immunities as if they were performing their duties in the city or county in which normally engaged or rendering services. Emergency management forces will continue under the command and control of their regular leaders, but the equipment and supplies will come under the operational control of the emergency management authorities of the city or county receiving assistance.

**MUTUAL AID AGREEMENT
BETWEEN
THE COUNTIES OF NEWTON AND SABINE
AND THE INCORPORATED CITIES OF EACH AFOREMENTIONED COUNTY**

The contracting cities and counties solemnly agree:

SECTION 1. PURPOSE

The purpose of this agreement is to provide mutual aid among the cities and counties of Newton and Sabine (herein referred to as the "counties" and "cities") in meeting any emergency of disaster from enemy attack or other cause, natural or otherwise. This agreement is made pursuant to the Interlocal Cooperation Act, Vernon's Texas Civil Statutes, Article 4413 (32c), and Vernon's Texas Codes Annotated, Government Code Chapter 418, commonly referred to as the Texas Disaster Act of 1975. This agreement recognizes that the prompt, but full and effective utilization of the welfare of the people thereof in the event of a major emergency or disaster. The Directors or Coordinators of Emergency Management of all party cities and counties shall constitute a committee to formulate plans and take all necessary steps for the implementation of this agreement. Such planning shall incorporate the use of resources, including personnel, equipment, and supplies necessary to provide mutual aid.

SECTION 2. RESPONSIBILITIES

It shall be the duty of each party city or county to formulate emergency management plans and programs for application within such cities and counties. There shall be frequent consultation between the representatives of the cities and counties with the State of Texas and the free exchange of information and services. In carrying shall, so far as possible, provide and follow uniform standards, practices and rules and regulations including:

- (a) Warnings and signals for exercises and the mechanical devices to be used in connection therewith;
- (b) Shutting off water mains, gas mains, electrical power connections and the suspension of all other utility services;
- (c) Selection of all materials or equipment used or to be used for emergency management purposes to assure that such materials and equipment will be easily and freely interchangeable when used in or by any other party, city or county.
- (d) The conduct of citizens and the movement and cessation of movement of pedestrians and vehicular traffic, prior, during and subsequent to exercises or disasters;

Vol LL Pg 564

(e) The safety of public meetings or gatherings.

Any party city or county requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this agreement in accordance with the terms hereof; provided that it is understood that the city or county rendering aid may withhold resources to the extent necessary to provide reasonable protection for such city or county. Each party city or county while operating within its city or county limits under the terms and conditions of this agreement, the same powers (except that of arrest unless specifically authorized by the receiving city or county), duties, rights, privileges and immunities as if they were performing their duties in the city or county in which normally employed or rendering services. Emergency management forces will continue under the command and control of their regular leaders, but the organizational units will come under the operational control of the emergency management authorities of the city or county receiving assistance.

All requests for mutual aid under this agreement shall be made by the local Emergency Management Coordinator or Director through the State Disaster District organization and that organization will serve as a channel through which outside aid will be dispatched.

SECTION 3. LIABILITY

No party city or county or its officers or employees rendering aid in another city or county pursuant to this agreement shall be liable on account of any act or omission in good faith on the part of such forces while so engaged, or on account of the maintenance or use of any equipment or supplies in connection therewith.

SECTION 4. SUPPLEMENTARY AGREEMENTS

Inasmuch as it is probable that the pattern and detail of the arrangements for mutual aid among two (2) or more cities or counties may differ from that appropriate among other cities or counties party hereto, this instrument contains elements of a broad base common to all cities and counties, and nothing herein contained shall preclude any city or county from entering into supplementary agreements with another city or county or cities or counties. Such supplementary agreements may comprehend, but shall not be limited to, provisions for evacuation and reception of injured and other persons, and the exchange of medical care, fire, police, public utility, reconnaissance, welfare, transportation and communications personnel, equipment and supplies.

SECTION 5. COMPENSATION

Each party city or county shall provide for payment of compensation and death benefits to injured members of the emergency forces of that city or county and the representatives of deceased members of such forces in case such member sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within such city or county.

Vol LL Pg 565

SECTION 6. FINANCE

Any party city or county rendering aid in another city or county pursuant to this agreement shall be reimbursed by the party city or county receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment answering a request for aid, and for the cost incurred in connection with such requests; provided, that any aiding party city or county may assume in whole or in part such loss damage expense, or other costs, and provided further that any two (2) or more party cities or counties may enter into supplementary agreements establishing a different allocation of costs as among those cities or counties.

SECTION 7. SEVERABILITY

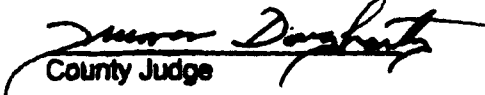
This agreement shall continue in force and remain binding on each party city or county until the City Council or Commissioner's Court of such party city or county takes action to withdraw therefrom. Such action shall not be effective until 90 days after notice thereof has been sent to the Emergency Management Director of the party city or county desiring to withdraw to the Emergency Management Director of the other party city or county.

This agreement shall be construed to effectuate the purpose stated in Section 1, hereof. If any provision of this agreement is declared unconstitutional, or the applicability thereof to any persons or circumstances is held invalid, the constitutionality of the remainder of the agreement and the applicability thereof to the other person and circumstances shall not be affected thereby.

SECTION 8. APPLICABILITY

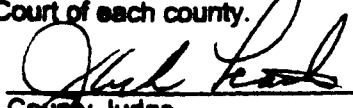
This agreement shall become operative immediately upon its approval by any city and/or county as between it and any other city and/or county or cities or counties so ratifying. Duly authenticated copies of this agreement and of such supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the party cities or counties and with the Division of Emergency Management and other appropriate agencies of the State of Texas.

This agreement shall become binding and obligatory when it shall have been signed by the County Judge of the respective counties enumerated in this agreement; when it shall have been approved by the Commissioner's Court of each county.


County Judge

Newton County

Date: 8/24/2002


County Judge

Sabine County

Date: 8-12-02



WELT Pg 566



CITY OF PINELAND
PINELAND, TEXAS

ORDINANCE NO. 200

AN ORDINANCE ESTABLISHING A PROGRAM RESPONSE AND RECOVERY PHASES OF COMPREHENSIVE EMERGENCY MANAGEMENT; ACKNOWLEDGING THE OFFICE OF EMERGENCY MANAGEMENT DIRECTOR; AUTHORIZING THE APPOINTMENT OF AN EMERGENCY MANAGEMENT COORDINATOR; AND PROVIDING FOR THE DUTIES AND RESPONSIBILITIES OF THOSE OFFICES; IDENTIFYING AN OPERATIONAL ORGANIZATION; GRANTING NECESSARY POWERS TO COPE WITH ALL PHASES OF EMERGENCY MANAGEMENT WHICH THREATEN LIFE AND PROPERTY IN THE CITY OF PINELAND; AUTHORIZING COOPERATIVE AND MUTUAL AID AGREEMENTS FOR RELIEF WORK BETWEEN THIS AND OTHER CITIES OR COUNTIES AND FOR RELATED PURPOSES.

WHEREAS, the City Council of the City of Pineland finds that the identification of potential hazards and the prevention or mitigation of their effects must be an ongoing concern of the City if the lives and property of the populace are to be protected; and

WHEREAS, the City Council hereby declares that the preparation of a Comprehensive Emergency Management plan, and the means for its implementation, for the protection of lives and property of lives and property in the City of Pineland from natural or man caused disasters or threat thereof is immediately essential; and

VOI LH PG 567

WHEREAS, the City Council further finds that in times of disasters which may imperil the safety of the inhabitants of the City, or their property, it becomes necessary to effectuate and place into operation the preconceived plans and preparations with a minimum of delay; and

WHEREAS, the City Council finds, therefore, that the preparation, and implementation of such plans are now imperative; BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PINELAND:

Section 1. ORGANIZATION

There exists the office of Emergency Management Director of the City of Pineland, which shall be held by the Mayor in accordance with State law.

- (a) An Emergency Management Coordinator may be appointed by and serve at the pleasure of the Director;
- (b) The Director shall be responsible for a program of comprehensive emergency management within the City and for carrying out the duties and responsibilities set forth in this ordinance. He/she may delegate authority for execution shall remain with the Director.
- (c) The operational Emergency Management organization of the City of Pineland shall consist of the officers and employees of the City so designated by the Director in the emergency management plan, as well as organized volunteer groups. The functions and duties of this organization shall be distributed among such officers and employees in accordance with the terms of the Emergency Management plan.

Section 2. EMERGENCY MANAGEMENT DIRECTOR-POWERS AND DUTIES

The duties and responsibilities of the Emergency Management Director shall include the following:

- (a) Surveying actual or potential hazards, which threaten life and property within the City, and identifying and requiring or recommending the implementation of measures, which would tend to prevent the occurrence or reduce the impact of such hazards if a disaster did occur.
- (b) Supervision of the development and approval of an emergency management plan for the City of Pineland, and shall recommend for adoption by the City Council all mutual aid arrangements deemed necessary for the implementation of such plan.
- (c) Authority to declare a local state of disaster. The declaration may not be continued or renewed for a period in excess of 7 days except by or with the consent of the City Council. Any order or proclamation declaring, continuing or terminating a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

VOI LL PD 568

- (d) Issuance of necessary proclamations, regulations, or directives, which are necessary for carrying out the purposes of this ordinance. Such proclamations, regulations, or directives shall be disseminated promptly by means calculated to bring its contents to the attention of the general public and, unless circumstances attendant on the disaster prevent or impede, promptly filed with the City Secretary.
- (e) Direction and control of the operations of the City of Pineland Emergency Management organization as well as the training of Emergency Management personnel.
- (f) Determination of all questions of authority and responsibility that may arise within the Emergency Management organization of the City.
- (g) Maintenance of liaison with other municipal, County, District, State, regional or federal Emergency Management organizations.
- (h) Marshaling of all necessary personnel, equipment, or supplies from any department of the City to aid in the carrying out of the provisions of the emergency management plan.
- (i) Supervision of the drafting and execution of mutual aid agreements, in cooperation with the representatives of the State and of other local political subdivisions of the State, and the drafting and execution, if deemed desirable, of an agreement with the county in which said City is located and with other municipalities within the County, for the County-wide coordination of Emergency Management efforts;
- (j) Supervision of, and final authorization for the procurement of all necessary supplies and equipment, including acceptance of private contributions, which may be offered for the purpose of improving Emergency Management within the City.
- (k) Authorizing of agreements, after approval by the City Attorney, for use of private property for public shelter and other purposes.
- (l) Surveying the availability of existing personnel, equipment, supplies, and services, which could be used during a disaster, as, provided for herein.
- (m) Other requirements as specified in the Texas Disaster Act (Chapter 418 of the Government Code).

Section 3. EMERGENCY MANAGEMENT PLAN

A comprehensive Emergency Management Plan shall be developed and maintained in a current state. The plan shall set forth the form of the organization; establish and designate divisions and functions; assign responsibilities, tasks, duties, and powers; and designate officers and employees to carry out the provisions of this ordinance. As provided by the State law, the plan shall follow the standards and criteria established by the State Division of Emergency Management of the State of Texas. Insofar as possible, the form of organization, titles, and terminology shall conform to the recommendations of the State Division of Emergency Management. When approved, it shall be the duty of all departments and agencies to perform the functions assigned by the plan and to maintain their portion of the plan in a current state of readiness at all times. The emergency management plan shall be considered supplementary to this ordinance and have the effect of law during the time of a disaster.

VO: LL Pg 56.9

Section 4. INTERJURISDICTIONAL PROGRAM

The Mayor is hereby authorized to join with the County Judge of the County of Sabine and the mayors of the other cities in said County in the formation of an interjurisdictional emergency management program for the County of Sabine, and shall have the authority to cooperate in the preparation of an interjurisdictional emergency management plan and in the appointment of a joint Emergency Management Coordinator, as well as all powers necessary to participate in a County-wide program of emergency management insofar as said program may affect the City of Pineland.

Section 5. OVERRIDE

At all times when the orders, rules, and regulations made and promulgated pursuant to this ordinance shall be in effect, they shall supercede and override all existing ordinances, orders, rules, and regulations insofar as the latter may be inconsistent therewith.

Section 6. LIABILITY

This ordinance is an exercise by the City of its governmental functions for the protection of the public peace, health, and safety and neither the City of Pineland, the agents and representatives of said City, nor any individual, receiver, firm, partnership, corporation, association, or trustee, nor any of the agents thereof, in good faith carrying out, complying with or attempting to comply with, any order, rule, or regulation promulgated pursuant to the provisions of this ordinance shall be liable for any damage sustained to persons as the result of said activity. Any person owning or controlling real estate or other premises who voluntarily and without compensation grants to the City of Pineland a license of privilege, or otherwise permits the City to inspect, designate, and use the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an actual, impending, or practice enemy attack or natural or man-made disaster shall, together with his successors in interest, if any, not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission or for loss of, or damage to, the property of such person.

Section 7. COMMITMENT OF FUNDS

No person shall have the right to expend any public funds of the City in carrying out any Emergency Management activity authorized by this ordinance without prior approval by the City Council, nor shall any person have any right to bind the City by contract, agreement, or otherwise without prior and specific approval of the City Council unless during a declared disaster. During a declared disaster, the Mayor may expend and/or commit public funds of the City when deemed prudent and necessary for the protection of health, life or property.

Section 8. OFFENSES; PENALTIES

Vol LL Pg 570

- (a) It shall be unlawful for any person willfully to obstruct, hinder, or delay any member of the Emergency Management organization in the enforcement of any rule or regulation issued pursuant to this ordinance.
- (b) It shall likewise be unlawful for any person to wear, carry, or display any emblem, insignia, or any other means of identification as a member of the Emergency Management organization of the City of Pineland, unless authority to do so has been granted to such person by the proper officials.
- (c) Convictions for violations of the provisions of this ordinance shall be punishable by fine not to exceed five hundred dollars (\$500.00).

Section 9. SEVERABILITY

If any portion of this ordinance shall, for any reason, be declared invalid such, invalidity shall not affect the remaining provisions thereof.

Section 10. LIMITATIONS

This ordinance shall not be construed so as to conflict with any State or Federal statute or with any military or naval order, rule, or regulation.

Section 11. REPEALER

All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

READ AND APPROVED on first reading this the 16th day of July, 2002.

READ AND APPROVED AND ADOPTED on second reading this the 20th day of August, 2002.



John O. Booker, Mayor

ATTEST:


Gail Lee, City Secretary

LL 521

City of Hemphill
ORDINANCE# 131

AN ORDINANCE ESTABLISHING A PROGRAM RESPONSE AND RECOVERY PHASES OF COMPREHENSIVE EMERGENCY MANAGEMENT; ACKNOWLEDGING THE OFFICE OF EMERGENCY MANAGEMENT COORDINATOR; AND PROVIDING FOR THE DUTIES AND RESPONSIBILITIES OF THOSE OFFICES; IDENTIFYING AN OPERATIONAL ORGANIZATION; GRANTING NECESSARY POWERS TO COPE WITH ALL PHASES OF EMERGENCY MANAGEMENT WHICH THREATEN LIFE AND PROPERTY IN THE CITY OF HEMPHILL; AUTHORIZING COOPERATIVE AND MUTUAL AID AGREEMENTS FOR RELIEF WORK BETWEEN THIS AND OTHER CITIES OR COUNTIES FOR RELATED PURPOSES.

WHEREAS, the City Council of the City of Hemphill finds that the identification of potential hazards and the prevention or mitigation of their effects must be an on-going concern of the City if the lives and property of the populace are to be protected; and

WHEREAS, the City Council hereby declares that the preparation of a Comprehensive Emergency Management plan, and the means for its implementation for the protection of lives and property in the City of Hemphill from natural or man-caused disasters or threat thereof is immediately essential; and

WHEREAS, the City Council further finds that in times of disasters which may imperil the safety of the inhabitants of the City, or their property, it becomes necessary to effectuate and place into operation the preconceived plans and preparations with a minimum of delay; and

WHEREAS, the City Council finds, therefore, that the preparation, and implementation of such plans are now imperative; BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HEMPHILL:

Section 1. ORGANIZATION

There exists the office of Emergency Management Director of the City of Hemphill, which shall be held by the Mayor in accordance with state law.

- (a) An Emergency Management Coordinator may be appointed by and serve at the pleasure of the Director.

Vol. Lh Pg. 572

- (b) The Director shall be responsible for a program of comprehensive emergency management within the City and for carrying out the duties and responsibilities set forth in this ordinance.
- (c) The operational Emergency Management organization of the City of Hemphill shall consist of the officers and employees of the City so designated by the Director in the emergency management plan, as well as organized volunteer groups. The functions and duties of this organization shall be distributed among such officers and employees in accordance with the terms of the Emergency Management plan.

Section 2. EMERGENCY MANAGEMENT DIRECTOR—POWERS AND DUTIES

The duties and responsibilities of the Emergency Management Director shall include the following:

- a) Surveying actual and potential hazards which threaten life and property within the City and identifying and requiring or recommending the implementation of measures which would tend to prevent the occurrence or reduce the impact of such hazards if a disaster did occur.
- b) Supervision of the development and approval of an emergency management plan for the City of Hemphill, and shall recommend for adoption by the City Council all mutual aid arrangements deemed necessary for the implementation of such plan.
- c) Authority to declare a local state of disaster. The declaration may not be continued or renewed for a period in excess of 7 days except by or with the consent of the City Council. Any order or proclamation declaring, continuing, or terminating a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
- d) Issuance of necessary proclamations, regulations, or directives which are necessary for carrying out the purposes of this ordinance. Such proclamations, regulations, or directives shall be disseminated promptly by means calculated to bring its contents to the attention of the general public and, unless circumstances attendant on the disaster prevent or impede, promptly filed with the City Secretary.
- e) Direction and control of the operations of the City of Hemphill Emergency Management organization as well as the training of Emergency Management personnel.
- f) Determination of all questions of authority and responsibility that may arise within the Emergency Management organization of the City.
- g) Maintenance of liaison with other municipal, County, District, State, regional or federal Emergency Management organizations.
- h) Marshaling of all necessary personnel, equipment, or supplies from any department of the City to aid in the carrying out of the provisions of the emergency management plan.
- i) Supervision of the drafting and execution of mutual aid agreements, in cooperation with the representatives of the State and of other political subdivisions of the State, and the drafting and execution, if deemed desirable,

vo. LL Pg. 523

of an agreement with the county in which said City is located and with other municipalities within the County, for the County-wide coordination of Emergency Management efforts.

- j) Supervision of, and final authorization for the procurement of all necessary supplies and equipment, including acceptance of private contributions which may be offered for the purpose of improving Emergency Management within the City.
- k) Authorizing of agreements, after approval of the City Attorney, for use of private property for public shelter and other purposes.
- l) Surveying the availability of existing personnel, equipment, supplies, and services which could be used during a disaster, as provided herein.
- m) Other requirements as specified in the Texas Disaster Act (Chapter 418 of the Government Code).

Section 3. EMERGENCY MANAGEMENT PLAN

A comprehensive Emergency Management Plan shall be developed and maintained in a current state. The plan shall set forth the form of the organization; establish and designate divisions and functions; assign responsibilities, tasks, duties, and powers; and designate officers and employees to carry out the provisions of this ordinance. As provided by State law, the plans shall follow the standards and criteria established by the State Division of Emergency Management of the State of Texas. Insofar as possible, the form of the organization, titles, and terminology shall conform to the recommendations of the State Division of Emergency Management. When approved, it shall be the duty of all departments and agencies to perform the functions assigned by the plan and to maintain their portion of the plan in a current state of readiness at all times. The emergency management plan shall be considered supplementary to this ordinance and have the effect of law during the time of disaster.

Section 4. INTERJURISDICTIONAL PROGRAM

The mayor is hereby authorized to join with the County Judge of the County of Sabine and mayors of other cities in said County in the formation of an interjurisdictional emergency management program for the County of Sabine, and shall have the authority to cooperate in the preparation of an interjurisdictional emergency management plan and in the appointment of a joint Emergency Management Coordinator, as well as all powers necessary to participate in a County-wide program of emergency management insofar as said program may affect the City of Hemphill.

Section 5. OVERRIDE

At all times when the orders, rules, and regulations made and promulgated pursuant to this ordinance shall be in effect, they shall supersede and override all existing ordinances, orders, rules, and regulations insofar as the latter may be inconsistent therewith.

Voi LL Pg 574

Section 6. LIABILITY

This ordinance is an exercise by the City of its government functions for the protection of the public peace, health, and safety and neither the City of Hemphill, the agents and representatives of said City, nor any individual, receiver, firm, partnership, corporation, association, or trustee, nor any of the agents thereof, in good faith carrying out, complying with or attempting to comply with, any order, rule, or regulation promulgated pursuant to the provisions of this ordinance, shall be liable for any damage sustained to persons as the result of said activity. Any person owning or controlling real estate or other premises who voluntarily and without compensation grants to the City of Hemphill a license or privilege, or otherwise permits the City to inspect, designate, and use the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an actual, impending, or practice enemy attack or natural or man-made disaster shall, together with his successors in interest, if any, not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission or for loss of, or damage to, the property of such person.

Section 7. COMMITMENT OF FUNDS

No person shall have the right to expend any public funds of the City in carrying out any Emergency Management activity authorized by this ordinance without prior approval by the City Council, nor shall any person have any right to bind the City by contract, agreement, or otherwise without prior and specific approval of the City Council unless during a declared disaster. During a declared disaster, the Mayor may expend and/or commit public funds of the City when deemed prudent and necessary for the protection of health, life, or property.

Section 8. OFFENSES; PENALTIES

- a) It shall be unlawful for any person willfully to obstruct, hinder, or delay any member of the Emergency Management organization in the enforcement of any rule or regulation issued pursuant to this ordinance.
- b) It shall likewise be unlawful for any person to wear, carry, or display any emblem, insignia, or any other means of identification as a member of the Emergency Management organization of the City of Hemphill, unless authority to do so has been granted to such person by proper officials.
- c) Convictions for violations of the provisions of this ordinance shall be punishable by fine not to exceed 500 dollars (\$500).

Section 9. SEVERABILITY

If any portion of this ordinance shall, for any reason, be declared invalid such, invalidity shall not affect the remaining provisions thereof.

Vol. LL Pg. 575

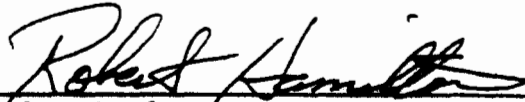
Section 10. LIMITATIONS

This ordinance shall not be construed so as to conflict with any State or Federal statute or with any military or naval order, rule, or regulation.

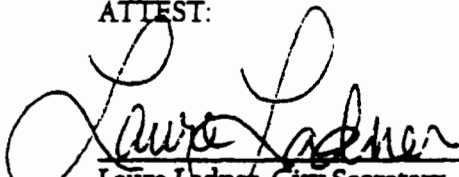
Section 11. REPEALER

All ordinances, parts or ordinances, or resolutions in conflict herewith are expressly repealed.

READ, APPROVED AND ADOPTED on this the September 16, 2002.


Robert Hamilton
Mayor, City of Hemphill, Texas

ATTEST:


Laure Ladner, City Secretary

V01 LH PG 576

**COMMISSIONERS COURT ORDER
ESTABLISHING A COUNTY EMERGENCY MANAGEMENT PROGRAM**

ORDER NO. _____

BY THE COMMISSIONERS COURT OF SABINE COUNTY, TEXAS, ESTABLISHING A PROGRAM OF COMPREHENSIVE EMERGENCY MANAGEMENT; ACKNOWLEDGING THE OFFICE OF EMERGENCY MANAGEMENT DIRECTOR; AUTHORIZING THE APPOINTMENT OF AN EMERGENCY MANAGEMENT COORDINATOR; AND PROVIDING FOR THE DUTIES AND RESPONSIBILITIES OF THOSE OFFICES; IDENTIFYING AN OPERATIONAL ORGANIZATION; GRANTING NECESSARY POWERS TO COPE WITH ALL PHASES OF EMERGENCY MANAGEMENT WHICH THREATEN LIFE AND PROPERTY IN THE COUNTY OF SABINE; AUTHORIZING COOPERATIVE AND MUTUAL AID AGREEMENTS FOR RELIEF WORK BETWEEN THIS AND OTHER CITIES OR COUNTIES AND FOR RELATED PURPOSES; AND MAKING VIOLATIONS A MISDEMEANOR PUNISHABLE BY FINE NOT TO EXCEED \$ _____.

WHEREAS, the Commissioners Court of the County of Sabine finds that the identification of potential hazards and the prevention or mitigation of their effects must be an on-going concern of the County if the lives and property of the populace are to be protected; and

WHEREAS, the Commissioners Court declares that the preparation of a Comprehensive Emergency Management plan, and the means for its implementation, for the protection of lives and property in the County of Sabine from natural or man-caused disasters or threat thereof is immediately essential; and

WHEREAS, the Commissioners Court further finds that in times of disasters which may imperil the safety of the inhabitants of the County, or their property, it becomes necessary to effectuate and place into operation the preconceived plans and preparations with a minimum of delay; and

WHEREAS, the Commissioners Court finds, therefore that the preparation, and implementation of such plans are now imperative; **BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF SABINE COUNTY, TEXAS:**

Section 1. ORGANIZATION

There exists the office of Emergency Management Director of the County of Jasper, which shall be held by the County Judge in accordance with state law.

- (a) An Emergency Management Coordinator may be appointed by and serve at the pleasure of the Director;
- (b) The Director shall be responsible for a program of comprehensive emergency management within the county and for carrying out the duties and responsibilities set forth in this court order. He/she may delegate authority for execution of these

duties to the Coordinator, but ultimate responsibility for such execution shall remain with the Director.

- (c) The operational Emergency Management organization of the County of Sabine shall consist of the officers and employees of the County so designated by the Director in the emergency management plan, as well as organized volunteer groups. The functions and duties of this organization shall be distributed among such officers and employees in accordance with the terms of the emergency management plan.

Section 2. EMERGENCY MANAGEMENT DIRECTOR – POWERS AND DUTIES

The duties and responsibilities of the Emergency Management Director shall include the following:

- (a) Surveying actual or potential hazards which threaten life and property within the county and identifying and requiring or recommending the implementation of measures which would tend to prevent the occurrence or reduce the impact of such hazards if a disaster did occur.
- (b) Supervision of the development and approval of an emergency management plan for the County of Sabine, and shall recommend for adoption by the Commissioners Court all mutual aid arrangements deemed necessary for the implementation of such plan.
- (c) Authority to declare a local state of disaster. The declaration may not be continued or renewed for a period in excess of 7 days except by or with the consent of the Commissioners Court. Any order or proclamation declaring, continuing, or terminating a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the County Clerk.
- (d) Issuance of necessary proclamations, regulations or directives which are necessary for carrying out the purposes of this Court Order. Such proclamations, regulations, or directives shall be disseminated promptly by means calculated to bring its contents to the attention of the general public and, unless circumstances attendant on the disaster prevent or impede, promptly filed with the County Clerk.
- (e) Direction and control of the operations of the Sabine County Emergency Management organization as well as the training of Emergency Management personnel.
- (f) Determination of all questions of authority and responsibility that may arise within the Emergency Management organization of the County.
- (g) Maintenance of the liaison with other municipal, county, district, state, regional or federal, Emergency Management organizations.
- (h) Marshaling of all necessary personnel, equipment or supplies from any department of the County to aid in the carrying out of the provisions of the emergency management plan.

- (j) Supervision of the drafting and execution of mutual aid agreements, in cooperation with the representatives of the state and of other local political subdivisions of the state, and the drafting and execution, if deemed desirable, of an agreement with the cities located in Sabine County for the county-wide coordination of Emergency Management efforts.
- (i) Supervision of, and final authorization for the procurement of all necessary supplies and equipment, including acceptance of private contributions which may be offered for the purpose of improving Emergency Management within the County.
- (k) Authorizing of agreements, after approval by the County Attorney, for use of private property for public shelter and other purposes.
- (l) Surveying the availability of existing personnel, equipment, supplies and services which could be used during a disaster, as provided for herein.
- (m) Other requirements as specified in the Texas Disaster Act, (Chapter 418, Government Code).

Section 3. EMERGENCY MANAGEMENT PLAN

A comprehensive Emergency Management Plan shall be developed and maintained in a current state. The plan shall set forth the form of the organization, establish and designate divisions and functions, assign responsibilities, tasks, duties, and powers, and designate officers and employees to carry out the provisions of this order. As provided by state law, the plan shall follow the standards and other standards established by the State Division of Emergency Management of the State of Texas. Header as provided, the form of organization, titles and terminology shall conform to the recommendations of the State Division of Emergency Management. When approved, it shall be the duty of all departments and agencies to perform the functions assigned by the plan and to maintain their portion of the plan in a current state of readiness at all times. The emergency management plan shall be considered supplementary to this order and have the effect of law during the time of a disaster.

Section 4. INTERJURISDICTIONAL PROGRAM

The County Judge is hereby authorized to join with the mayors of the cities in Sabine County in the formation of an interjurisdictional emergency management program for Sabine and shall have the authority to cooperate in the preparation of an interjurisdictional emergency management plan and in the appointment of a joint Emergency Management Coordinator, as well as all powers necessary to participate in a county-wide program of emergency management header as said program may affect the County of Sabine.

Section 5. OVERSIDE

At all times when the orders, rules and regulations made and promulgated pursuant to this order shall be in effect, they shall supersede and override all existing ordinances, orders, rules and regulations header as the latter may be inconsistent therewith.

Section 6. LIABILITY

This order is an exercise by the County of its governmental functions for the protection of the public peace, health, and safety and neither the County of Sabine, the agents and representatives of said County, nor any individual, receiver, firm, partnership, corporation, association, or trustee, nor any of the agents thereof, in good faith carrying out, complying with or attempting to comply with, any order, rule, or regulation promulgated pursuant to the provisions of this order shall be liable for any damage sustained to persons as the result of said activity. Any person owning or controlling real estate or other premises who voluntarily and without compensation grants to the County of sabine a license of privilege, or otherwise permits the County to inspect, designate and use the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an actual, impending or practice enemy attack or natural or man-made disaster shall, together with his successors in interest, if any, not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission or for loss of, or damage to, the property of such person.

Section 7. COMMITMENT OF FUNDS

No person shall have the right to expend any public funds of the County in carrying out any Emergency Management activity authorized by this order without prior approval by the Commissioners Court, nor shall any person have any right to bind the County by contract, agreement, or otherwise without prior and specific approval of the Commissioners Court unless during a declared disaster. During a declared disaster, the County Judge may expend and/or commit public funds of the County when deemed prudent and necessary for the protection of health, life, or property.

Section 8. OFFENSES: PENALTIES

- (a) It shall be unlawful for any person willfully to obstruct, hinder, or delay any member of the Emergency Management organization in the enforcement of any rule or regulation issued pursuant to this order.
- (b) It shall likewise be unlawful for any person to wear, carry or display any emblem, insignia, or any other means of identification as a member of the Emergency Management organization of the County of Sabine, unless authority to do so has been granted to such person by the proper officials.
- (c) Convictions for violations of the provisions of this order shall be punishable by fine not to exceed _____ dollars (\$ _____).

Section 9. SEVERABILITY

If any portion of this order shall, for any reason, be declared invalid such, invalidity shall not affect the remaining provisions thereof.

Section 10. LIMITATIONS

This order shall not be construed so as to conflict with any State or Federal statute or with any military or naval order, rule, or regulation.

Section 11. Repealer

All orders, parts of orders, or resolutions in conflict herewith are expressly repealed.

READ AND APPROVED on first reading this the 26th day of August, 2002.

READ AND APPROVED AND ADOPTED on second reading this the _____ day of _____, 20____.

Jack Leath
County of Jack Leath, County Judge
Texas

Keith Clark
Keith Clark, Commissioner, Precinct One

Lynn Smith
Lynn Smith, Commissioner, Precinct Two

Doyle Dickerson
Doyle Dickerson, Commissioner, Precinct Three

Gene Nethery
Gene Nethery, Commissioner, Precinct Four

ATTEST:

Jamie McDaniel
Jamie McDaniel, County Clerk



A3-5

Vol Lh Pg 581

Texas A&M University

Office of Continuing Education
certifies that

Keith C. Clark

has earned **1** Continuing Education Unit(s)
for satisfactory completion of **10** hours
of organized instruction in

**North and East Texas
County Judges and Commissioners Association Conference**

June 3, 2002 - June 6, 2002

**North and East Texas
County Judges and Commissioners Association**

Jan R. Bobbitt

Activity Director

Gale T. Wood

Office of Continuing Education

July 24, 2002

Date



W. L. P. 582

Texas A&M University

Office of Continuing Education
certifies that

Lynn Smith

has earned **1.2** Continuing Education Unit(s)
for satisfactory completion of **12** hours
of organized instruction in

**North and East Texas
County Judges and Commissioners Association Conference**

June 3, 2002 - June 6, 2002

**North and East Texas
County Judges and Commissioners Association**



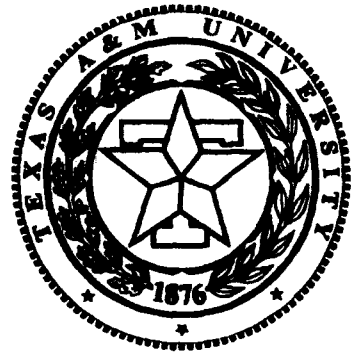
Activity Director



Office of Continuing Education

July 24, 2002

Date



LL 583

Texas A&M University

Office of Continuing Education
certifies that

Doyle Dickerson

has earned **1.2** Continuing Education Unit(s)
for satisfactory completion of **12** hours
of organized instruction in

**North and East Texas
County Judges and Commissioners Association Conference**

June 3, 2002 - June 6, 2002

**North and East Texas
County Judges and Commissioners Association**



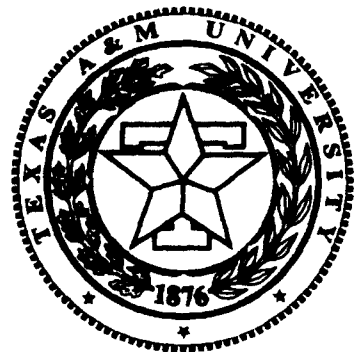
Activity Director



Office of Continuing Education

July 24, 2002

Date



VC LH 584

FEEES COLLECTED IN JULY, 2002

JEFF COX, JUSTICE OF THE PEACE, PRECINCT #1, PLACE #1	2,261.45
STEVE MILLER, JUSTICE OF THE PEACE PRECINCT #2, PLACE #1	3,714.65
TANYA WALKER, DISTRICT CLERK	3,273.08
JANICE MCDANIEL, COUNTY CLERK	10,140.29

LL 585

FINANCIAL REPORT
August 23, 2002

FUND	BALANCE 7/18/02	RECEIPTS	DISBURSEMENTS	BALANCE 8/23/02
GENERAL	840,523.28	125,988.61	179,194.78	787,317.11
CRIMINAL JUSTICE PLANNING	18.00	0.00	18.00	0.00
LAW ENFORCEMENT OFFICERS ADMINISTRATIVE	0.90	0.00	0.90	0.00
LAW ENFORCEMENT OFFICERS CONTINUING EDUCATION	0.00	0.00	0.00	0.00
LAW ENFORCEMENT MANAGEMENT INSTITUTE	0.45	0.00	0.45	0.00
COMPENSATION TO VICTIMS OF CRIME	6,307.60	2,430.95	6,307.60	2,430.95
GENERAL REVENUE	0.00	0.00	0.00	0.00
ARREST FEES	2,851.17	1,217.06	2,851.17	1,217.06
JUDICIAL AND COURT PERSONNEL TRAINING	725.98	295.79	725.98	295.79
OPERATOR'S AND CHAUFFEUR'S LICENSE	0.00	0.00	0.00	0.00
COMPREHENSIVE REHABILITATION	0.00	0.00	0.00	0.00
BREATH ALCOHOL TESTING	0.00	0.00	0.00	0.00
CONSOLIDATED COURT COST	7,084.77	2,838.72	7,084.77	2,838.72
FUGITIVE APPREHENSION	1,827.22	741.97	1,827.22	741.97
JUVENILE CRIME AND DELINQUENCY	177.87	26.26	177.87	26.26
CIVIL LEGAL SERVICES INDIGENT	7.50	267.19	7.50	267.19
TIME PAYMENT	48.14	171.86	48.14	171.86
CORRECTIONAL MANAGEMENT INSTITUTE	171.08	68.21	171.08	68.21
RECORD MANAGEMENT FEE	23,012.00	360.00	0.00	23,372.00
COURTHOUSE SECURITY	26,788.03	836.18	0.00	27,624.21

VOI LL PG 586

FINANCIAL REPORT
August 23, 2002

FUND	BALANCE 7/18/02	RECEIPTS	DISBURSEMENTS	BALANCE 8/23/02
LIBRARY	9,885.16	710.00	0.00	10,595.16
JUSTICE COURT TECHNOLOGY FUND	2,114.73	4.94	0.00	2,119.67
BALANCE AS OF 08/23/02				859,086.16

LL # 587

FINANCIAL REPORT
August 23, 2002

FUND	BALANCE 7/18/02	RECEIPTS	DISBURSEMENTS	BALANCE 8/23/02
ROAD & BRIDGE #1	257,928.57	8,060.28	25,590.47	240,398.38
ROAD & BRIDGE #2	289,401.44	8,948.60	25,494.29	272,855.75
ROAD & BRIDGE #3	254,520.08	8,060.29	27,264.56	235,315.81
ROAD & BRIDGE #4	147,072.59	9,907.44	29,934.37	127,045.66
ROAD & BRIDGE SPECIAL #1	1,410.32	0.00	487.98	922.34
ROAD & BRIDGE SPECIAL #2	113.61	1,500.00	983.16	630.45
BALANCE AS OF 08/23/02				877,168.39

WELK PG 588

FINANCIAL REPORT
August 23, 2002

FUND	BALANCE 7/18/02	RECEIPTS	DISBURSEMENTS	BALANCE 8/23/02
RECORD RETENTIONS	40,587.69	1,368.80	1,178.41	40,788.08
HOTEL/MOTEL TAX	247,943.10	5,922.26	9,732.61	244,132.75
SABINE COUNTY WATER SYSTEM IMPROVEMENTS	0.00	0.00	0.00	0.00
SABINE COUNTY EMS	18,160.52	5,060.77	6,592.28	16,629.03
SABINE COUNTY FIRST TIME WATER SERVICE	0.00	0.00	0.00	0.00
SABINE COUNTY FSM SPECIAL PROJECTS	10,962.93	18.37	190.83	10,790.47
DISTRICT CLERK SPECIAL REVENUE	0.00	525.10	0.00	525.10

Lh 589

The State Of Texas
 County Of Sabine

I HEREBY CERTIFY THAT THESE DOCUMENTS WERE FILED AND
 ONLY RECORDED IN THE COMMISSIONER COURT MINUTES OF SABINE
 COUNTY, TEXAS.



VOL. *Lh* PAGE *535*
 JANICE MEDANIE, COUNTY CLERK
 BY *Janice Clark*
 Deputy

JOINT RESOLUTION FOR EMERGENCY MANAGEMENT

ESTABLISHING THE OPERATING AGREEMENT BETWEEN THE COUNTY OF JASPER, CITY OF JASPER, CITY OF KIRBYVILLE, THE CITY OF BROWDELL, THE COUNTY OF NEWTON, THE CITY OF NEWTON, THE COUNTY OF SABINE, THE CITY OF HEMPHILL AND THE CITY OF PINELAND FOR THE JASPER, NEWTON AND SABINE COUNTY INTERJURISDICTIONAL EMERGENCY MANAGEMENT PROGRAM; ALLOCATION OF COSTS TO SUPPORT THE PROGRAM; OBLIGATIONS OF EACH MEMBER TO THE PROGRAM.

BE IT RESOLVED BY THE COUNTY OF JASPER, CITY OF JASPER, CITY OF KIRBYVILLE AND THE CITY OF BROWDELL, THE COUNTY OF NEWTON, THE CITY OF NEWTON, THE COUNTY OF SABINE, THE CITY OF HEMPHILL AND THE CITY OF PINELAND:

Section 1. Authorization

Under the terms and conditions of Joint Resolution No. _____ the Counties of Jasper, Newton, Sabine and the Cities of Jasper, Kirbyville, Browndell, Newton, Hemphill and Pineland (collectively referred to herein as the Directory) established the program which became known as the Jasper, Newton and Sabine County Interjurisdictional Emergency Management Program (herein known as "Program").

Section 2. Physical/Principal Location

- (a) The physical/principal location of the Emergency Management Coordinator (EMC) shall be at a place determined to be most advantageous to the EMC in being responsive to the Directory and the Public.
- (b) The physical/principal location of the Emergency Operating Center shall be located as specified in the Basic Plan.

Section 3. Member Services and Obligations

- (a) The County of Jasper shall, acting as an agent, employ the Emergency Management Coordinator and as such shall provide:
 - 1) Salary, Insurance
 - 2) Vehicle or Allowance
 - 3) Physical/Principal location
 - 4) Supplies and equipment deemed necessary by the EMC and the Directors for effective management of the program.

Vol LL 589A

- (b) The remaining members of the Directory shall be responsible for reimbursing the agent (County) for each entities' pro-rate share of the costs of maintaining and operating the program on a per capita basis as determined by the most recent census or Census Bureau estimates (whichever is the most recent).
- (c) The agent shall be the recipient of all reimbursements from the State of Texas for costs reimbursable by the State to the program.

Section 4. Budget Requirements

- (a) The fiscal year of the Emergency Management Program shall commence October 1st of each year and shall end on September 30th of the subsequent year to coincide with the annual budget of the Federal Emergency Management Agency.
- (b) An annual budget shall be developed by the Emergency Management Coordinator for submission to the Directory.
- (c) The annual budget as submitted shall contain all of the following:
 - 1. a plan of operation for the year in sufficient detail to provide the Directory with a complete understanding of missions and goals for the program during the proposed fiscal year;
 - 2. a schedule of anticipated revenues from all sources;
 - 3. A schedule of anticipated expenditures by function, activity and class.
- (d) The proposed expenditures shall be reimbursable under the regulations promulgated by the Emergency Management Assistance Program, except for Capitol Expenditures approved by the Directory.
- (e) The budget shall be approved by all of the members of the Directory.

Section 5. Recordkeeping and Reporting

- (a) The EMC shall be responsible for maintaining the records of the Program and shall be responsible to FEMA, the Division of Emergency Management (State of Texas) and the Directory for reporting the activities of the program as prescribed by law and this resolution.

Vol. LL No. 589B

- (b) The EMC shall on a quarterly basis submit to the Directory a report containing the program activities and expenditures.
- (c) At such time as the quarterly report is submitted the members of the Directory shall be responsible to the agent member for the pro-rata share of the operating costs of the program as prescribed in Section 3(b) above.
- (d) The records and results of operations of the program shall be subject to audit annually along with the records of the agent member's independent Auditor.

Section 6. Effective Date

The terms and conditions of this document shall be effective upon acceptance by all members of the Directory.

Resolved this the 28th day of August, 2002.

Attest:

The State Of Texas
County Of Sabine

I HEREBY CERTIFY THAT THESE DOCUMENTS WERE FILED AND DULY RECORDED IN THE COMMISSIONER COURT MINUTES OF SABINE COUNTY, TEXAS.

VOL. LL PAGE 535
JANICE McDANIEL COUNTY CLERK

BY Karen Cobb
Deputy



[Signature]
County Judge - Jasper County

[Signature]
County Judge - Newton County

[Signature]
County Judge - Sabine County

[Signature]
Newton County Clerk

[Signature]
Sabine County Clerk