Monday, June 23, 2008, the Sabine County Commissioners' Court met in regular session. The following members of Court were present:

Charles Watson	County Judge
Keith Clark	Commissioner Pct. #1
Jimmy McDaniel	Commissioner Pct. #2
Doyle Dickerson	Commissioner Pct. #3
Fayne Warner	Commissioner Pct. #4
Janice McDaniel	County Clerk

Judge Watson called the meeting to order and Commissioner Dickerson led the Court in prayer.

Agenda item #1-General Business

Commissioner Clark moved to approve the minutes as written for the June 9<sup>th</sup> regular session of Court. Commissioner McDaniel seconded. All voted for. Motion carried.

Agenda item #2-Line Item Transfers

No transfers were submitted.

Agenda item #3-Reports

No reports were submitted.

Agenda item #4-Discuss and Possible Action on Request to Extend Hours of Bar Cheers

Commissioner Warner moved to pass an order by the Commissioners' Court to allow Bar Cheers extended hours as according to Section 105.103 of the TABC. Commissioner Dickerson seconded. All voted for. Motion carried. This will be effective after the County Attorney drafts the order and it is signed by the Court.

Agenda item #5-Ellen Melton to Address Court Regarding Milam Settler's Day

Ellen Melton presented the Court with an invitation to the presentation of Jeffrey M. Williams of Arthur Temple College of Forestry & Agriculture at Stephen F. Austin State University. Mr. Williams will be speaking on his involvement in trying to plot the original traces of the El Comino Real de Los Tejas.

Agenda item #6-Discuss and Possible Action on Computer Lease for Martha Stone

VOL WW PG 202

Martha Stone, Tax Assessor/Collector, said this is for the software company Pritchard and Abbott. This is a two year contract.

Commissioner Dickerson moved to approve this contract. Commissioner Warner seconded. All voted for. Motion carried. See attached copy.

Agenda item #7-Discuss and Possible Action on Employee for the Chamber of Commerce through Experience Works

Experience Works, formerly Green Thumb, has operated the Senior Community Service Employment Program in Texas since 1971. Claudia Rentrop met with the Court to explain how the program works. The seniors are paid through Experience Works so there would not be any cost to the County. She asked for the Courts' help in getting the message out about the program. See attached copies.

Agenda item #8-Discuss and Take Action on Request to Texas Comptroller of Public Accounts for Unclaimed Capital Credits

Commissioner Clark moved to make the request to the Comptroller. Commissioner Warner seconded. All voted for. Motion carried. Agenda item #9-Dorothy Stanley to Address Court Regarding Request for Funds Assistance for Court Appointed Special Advocates

Ms. Stanley is not present in Court.

Commissioner Dickerson moved to table this agenda item. Commissioner Warner seconded. All voted for. Motion carried. Agenda item #10-Pay Accounts and Salaries

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

Commissioner Warner moved to adjourn. Commissioner Dickerson seconded. All voted for. Meeting adjourned.

( harler E. Watson **CHARLES WATSON** eiel chark KEITH CLARK mmy M & Daniel JIMMY MCDANIEL le I DOYLE DICKERSON FAYNE WARNER

ATTEST: COUNTY CLERK

VOL WW\_PG 203

Ganice McDaniel JANICE MCDANIEL

VOL WW PG 204

1:18:34 PM AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)   Ledger as of : 6/23/2008   Invoice Number Inv.Date   Trns.Date Due.Date   Account Amount   Discount Amount	ink Balance
Invoice Number Inv.Date Trns.Date Due.Date	nk Balance
	ink Balance
ARHF ARMOR HOLDINGS FORENSICS, INC.	
F08-157281   06/11/08   06/20/08   07/26/08     2-NIK TEST G BOX OF 10 TESTS   6500.560   \$49.00	\$49.00
FREIGHT 6500.560 \$8.99	\$8.99
INVOICE F08-157281 TOTALS: \$57.99 \$0.00 \$0.00	\$57.99
ARMOR HOLDINGS FORENSICS, INC. TOTALS: \$57.99 \$0.00 \$0.00	\$57.99
BIGT BIG TIN BARN HOME CENTER	
4400 05/17/08 06/20/08 07/01/08	<b>\$</b> 25.04
6-17 OZ. WASP & HORNET SPRAY 6450.560 \$26.94	\$26.94
4400   05/17/08   06/20/08   07/01/08   \$26.94   \$20.00   \$0.00   \$20.	\$26.94
BIG TIN BARN HOME CENTER TOTALS: \$26.94 \$0.00 \$0.00	\$26.94
BUCK TEXAS SUPERIOR WATER, INC.	
005773 06/17/08 06/20/08 08/01/08	
3- 5 GALLON NATURAL SPRING WATER 6500.560 \$24.00	\$24.00
INVOICE 005773 TOTALS: \$24.00 \$0.00 \$0.00	\$24.00
TEXAS SUPERIOR WATER, INC. TOTALS: \$24.00 \$0.00 \$0.00	\$24.00
CING AT&T MOBILITY	
062008 06/10/08 06/20/08 07/25/08	\$400 <b>7</b> 0
CELLULAR PHONE # 936-275-7891 ACCT# 6420.560 \$128.73 311370493	\$128.73
INVOICE 062008 TOTALS: \$128.73 \$0.00 \$0.00	\$128.73
AT&T MOBILITY TOTALS: \$128.73 \$0.00 \$0.00	\$128.73
CTAT20 CTAT 2008 CONFERENCE	
061908 06/11/08 06/19/08 07/26/08	
REGISTRATION FOR 2008 CONFERENCE 6470.497 \$125.00	\$125.00
INVOICE 061908 TOTALS: \$125.00 \$0.00 \$0.00	\$125.00
CTAT 2008 CONFERENCE TOTALS: \$125.00 \$0.00 \$0.00	\$125.00

GENERAL FUND

Page: 1

CWOOD CHARLES WOODWARD

"V - Denotes Voided Check Entries

06/20/08

#### **GENERAL FUND**

#### Page: 2

#### 1:18:34 PM

# AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Invoice Number Inv.Date Description	Tms.Date Due.Date Account	Amount	Discount	Amount Paid	Check Date Check Number Bank	Balance
160729 06/19/08	06/19/08 08/03/08					
INSTALL A/C IN CLOSET IN TREAS. OF MATERIAL	F 6450.408	\$28.75				\$28.75
LABOR	6450.408	\$96.95			•	\$96.95
	INVOICE 160729 TOTALS:	\$125.70	\$0.00	\$0.00	2	\$125.70
	CHARLES WOODWARD TOTALS:	\$125.70	\$0.00	\$0.00	30	\$125.70
DIPA DIXIE PAPER COMPANY						
63116 06/18/08	06/19/08 08/02/08				PG	
CLEAN/FRESH DISIN/DEID AERO	6310.408	\$46.89			1	\$46.89
12-CHERRY METERED AIR FRESHENE 12/CS	ER 6310.408	\$40.20				\$40.20
NETCARE GLASS CLEANER 12/20 OZ.	6310.408	\$43.06			2	\$43.06
	INVOICE 063116 TOTALS:	\$130.15	\$0.00	\$0.00	A A	\$130.15
	DIXIE PAPER COMPANY TOTALS:	\$130.15	\$0.00	\$0.00	VOL	\$130.15
EUPR EUGENE PROCELLA SERV	/ICE STAT					
012714 06/07/08	06/19/08 07/22/08					
GASOLINE	6106.435	\$64.00				\$64.00
	INVOICE 012714 TOTALS:	\$64.00	\$0.00	\$0.00		\$64.00
EU	GENE PROCELLA SERVICE STAT TOTALS:	\$64.00	\$0.00	\$0.00		\$64.00
AMC FAMILY MEDICAL CLINIC						
465924715-2 05/20/08	06/20/08 07/04/08					
MEDICAL FOR MARTHA GOYNES	6543.560	\$85.00				\$85.00
	INVOICE 465924715-2 TOTALS:	\$85.00	\$0.00	\$0.00		\$85.00
29199440 05/21/08	06/20/08 07/05/08					
MEDICAL FOR MICHAEL CONNER	6543.560	\$125.00				\$125.00
	INVOICE 229199440 TOTALS:	\$125.00	\$0.00	\$0.00		\$125.00
i43037529 05/21/08	06/20/08 07/05/08					
MEDICAL FOR RICHARD JOHNSON	6543.560	\$125.00				\$125.00
	INVOICE 643037529 TOTALS:	\$125.00	\$0.00	\$0.00		\$125.00
	FAMILY MEDICAL CLINIC TOTALS:	\$335.00	\$0.00	\$0.00		\$335.00

#### GENERAL FUND

#### 1:18:34 PM

# AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 6/23/2008

Invoice Number Description	Inv.Date	Trns.Date Due.Date Account	Amount	Discount	Amount Paid	Check Date Check Number Bank	Balance
FLSE FLEET SERVICE	ES						
156885	05/07/08	06/20/08 06/21/08					
16.944 GALLONS UNLEADE	D	6335.560	\$62.00			i i	\$62.00
LESS EXEMPTED TAXES		6335.560	(\$3.10)			~	(\$3.10)
		INVOICE 156885 TOTALS:	\$58.90	\$0.00	\$0.00	Ö	\$58.90
271171 (	05/08/08	06/20/08 06/22/08				ন্দ	
16.003 GALLONS UNLEADE		6335.560	\$56.79				\$56.79
LESS EXEMPTED TAXES		6335.560	(\$2.93)			PG	(\$2.93)
		INVOICE 271171 TOTALS:	\$53.86	\$0.00	\$0.00	1	\$53.86
289791	05/08/08	06/20/08 06/22/08				Z	
14.051 GALLONS UNLEADE	D	6335.560	\$50.01				\$50.01
LESS EXEMPTED TAXES		6335. <b>560</b>	(\$2.57)			3	(\$2.57)
		INVOICE 289791 TOTALS:	\$47.44	\$0.00	\$0.00	<u> </u>	\$47.44
0929816 (	05/09/08	06/20/08 06/23/08				VOL	
17.340 GALLONS UNLEADE	D	6335.560	\$62.42				\$62.42
LESS EXEMPTED TAXES		6335.560	(\$3.17)				(\$3.17)
		INVOICE 0929816 TOTALS:	\$59.25	\$0.00	\$0.00		\$59.25
	05/09/08	06/20/08 06/23/08					
17.514 GALLONS UNLEADE	D	6335.560	\$63.03				\$63.03
LESS EXEMPTED TAXES		6335.560	(\$3.21)				(\$3.21)
		INVOICE 256692 TOTALS:	\$59.82	\$0.00	<b>\$</b> 0. <b>00</b>		\$59.82
	05/15/08	06/20/08 06/29/08					ec 4 02
16.942 GALLONS UNLEADER	D	6335.560	\$64.02				\$64.02 (\$2.10)
LESS EXEMPTED TAXES		6335.560 INVOICE 230418 TOTALS:	(\$3.10) \$60.92	\$0.00	\$0.00		(\$3.10) \$60.92
			<b>400</b> .32	40.00	40.00		<b>400</b> .0 <b>2</b>
	05/16/08	06/20/08 06/30/08	<b>6</b> 40.00				\$40.00
10.815 GALLONS UNLEADE	U	6335.560 6335 560	\$40.00				(\$1.98)
LESS EXEMPTED TAXES		6335.560	(\$1.98)				\$38.02
		INVOICE 287778 TOTALS:	\$38.02	\$0.00	\$0.00		<b>₹30.02</b>
	05/29/08	06/20/08 07/13/08					AF0 40
14.853 GALLONS UNLEADE	D	6335.560	\$56.43				\$56.43
LESS EXEMPTED TAXES		6335.560	(\$2.72)				(\$2.72)
		INVOICE 229076 TOTALS:	\$53.71	\$0.00	\$0.00		\$53.71

\*V - Denotes Voided Check Entries

# GENERAL FUND

# Page: 4

# 1:18:34 PM

.

# AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Invoice Number Description	Inv.Date	Trns.Date Accor	Due.Date		Amount	Discount	Amount Paid	Check Date Check Number Bank	Balance
903286	05/29/08	06/20/08	07/13/08						
11.146 GALLONS UNLEA	DED	6335.	560		\$42.34				\$42.34
LESS EXEMPTED TAXES	3	6335.	560		(\$2.04)				(\$2.04)
			INVOICE	903286 TOTALS:	\$40.30	\$0.00	\$0.00	po	\$40.30
288328	06/05/08	06/20/08	07/20/08					Ó	
8.595 GALLONS UNLEAD	DED	6335.	560		\$33.00				\$33.00
LESS EXEMPTED TAXES	6	6335.	560		(\$1.57)			3	(\$1.57)
			INVOICE	288328 TOTALS:	\$31.43	\$0.00	\$0.00	g	\$31.43
606	06/06/08	06/20/08	07/21/08						
MONTHLY CARD CHARG		6335.			\$16.00				\$16.00
			INVOIC	E 0606 TOTALS:	\$16.00	\$0.00	\$0.00	3	\$16.00
			FLEET SER	VICES TOTALS:	\$519.65	\$0.00	\$0.00	3	\$519.65
IASR J.A. SEXAUE	Ð				•••••••	•••••	<b>40.00</b>	VOL	•••••
180793960		000000	07/20/20					>	
2-ACORN QUICK-CLOZ (	06/05/08	06/20/08 \SSY 6450.	07/20/08		\$151.82				\$151.82
W/BONNE			300		\$151.02				4131.0Z
FREIGHT		6450.	560		\$37.38				\$37.38
			INVOICE 180	793960 TOTALS:	\$189.20	\$0.00	\$0.00		\$189.20
			J.A. SE)	AUER TOTALS:	\$189.20	\$0.00	\$0.00		\$189.20
JBTO JOHN BREN	DAN TONER								
061908	06/18/08	06/19/08	08/02/08						
TRAVEL TO ATHENS DIS 336 MILES	ST. HORSE SI	HOW 6470.	665		\$168.00				\$168.00
MEALS		6470.	665		\$80.00				\$80.00
			INVOICE	061908 TOTALS:	\$248.00	\$0.00	\$0.00		\$248.00
		JOI	IN BRENDAN	ONER TOTALS:	\$248.00	\$0.00	\$0.00		\$248.00
ECM SOUTHEAST	TX FORENS	C CENTER							
	06/10/08	06/19/08	07/25/08						
10-U024									
08-0624 CASE# 08-0624 MICHAEL AUTOPSY	. BEARD	6610.	409		\$1,400.00				\$1,400.00

#### GENERAL FUND

### 1:18:34 PM

# AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 6/23/2008

Invoice Number Inv.Date Description	Trns.Date Due.Date Account	Amount	Discount	Amount Paid	Check Date Check Number Bank	Balance
	SOUTHEAST TX FORENSIC CENTER TOTALS:	\$1,400.00	\$0.00	\$0.00		\$1,400.00
KEDU J. KEVIN DUTTON						
108 06/13/08	06/19/08 07/28/08				0	
CASE# 108-COURTNEY BRIGHT	6531.435	\$350.00			$\circ$	\$350.00
	INVOICE 108 TOTALS:	\$350.00	\$0.00	\$0.00	3	\$350.00
109 06/13/08	06/19/08 07/28/08					
CASE # 109-TYRELL JONES	6531.435	\$350.00			<b>P</b> G	\$350.00
	INVOICE 109 TOTALS:	\$350.00	\$0.00	\$0.00		\$350.00
	J. KEVIN DUTTON TOTALS:	\$700.00	\$0.00	\$0.00	VOL WW	\$700.00
KENR HJMR&R, LLP					31	
KRA05363 05/31/08	06/19/08 07/15/08					
WORK TO DATE DECEMBER 31,20 AUDIT		\$5,000.00			DA	\$5,000.00
	INVOICE KRA05363 TOTALS:	\$5,000.00	\$0.00	\$0.00		\$5,000.00
	H J M R & R, LLP TOTALS:	\$5,000.00	\$0.00	\$0.00		\$5,000.00
L3CO L3 COMM. MOBILE-VIS	ION, INC.					
0123458 06/06/08	06/20/08 07/21/08					
CLEANED MAIN 30 PIN CONNECTO TESTED UNIT	R, 6452.560	\$95.00				\$95.00
	INVOICE 0123458 TOTALS:	\$95.00	\$0.00	\$0.00		\$95.00
	L3 COMM. MOBILE-VISION, INC. TOTALS:	\$95.00	\$0.00	\$0.00		\$95.00
LAES LAW ENFORCEMENT S	YSTEMS, INC.					
155351 06/09/08	06/20/08 07/24/08					
250-CASE MANAGEMENT FILE ENV		\$79.00				\$79.00
SHIPPING	6310.560	\$9.00				\$9.00
	INVOICE 155351 TOTALS:	\$88.00	\$0.00	\$0.00		\$88.00
ı	AW ENFORCEMENT SYSTEMS, INC. TOTALS:	\$88.00	\$0.00	\$0.00		\$88.00
LEXN LEXISNEXIS						
0805137684 05/31/08	06/19/08 07/15/08					

\*V - Denotes Voided Check Entries

### 06/20/08 1:18:34 PM

:

# GENERAL FUND

# AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 6/23/2008

Invoice Number Inv.Date Description	Trns.Date Due.Date Account	Amount	Discount	Amount Paid	Check Date Check Number Bank	Balance
ONLINE & RELATED CHARGES 5/1-3	31/08 6524.403	\$73.00				\$73.00
	INVOICE 0805137684 TOTALS:	\$73.00	\$0.00	\$0.00		\$73.00
	LEXISNEXIS TOTALS:	\$73.00	\$0.00	\$0.00	ol	\$73.00
MISA MIKE'S SANITATION						
061908 06/01/08	06/19/08 07/16/08				6	
TRASH FOR MONTH OF MAY	6614.409	\$80.00				\$80.00
	INVOICE 061908 TOTALS:	\$80.00	\$0.00	\$0. <b>00</b>	- <b>5</b>	\$80.00
	MIKE'S SANITATION TOTALS:	\$80.00	\$0.00	\$0.00	$\geq$	\$80.00
PIBO PITNEY BOWES					3	
31050470608 06/13/08	06/19/08 07/28/08				3	
TERM RENTAL INVOICE	6612.409	\$777.00				\$777.00
	INVOICE 31050470608 TOTALS:	\$777.00	\$0.00	\$0.00	<b>VOL</b> N	\$777.00
	PITNEY BOWES TOTALS:	\$777.00	\$0.00	\$0.00		\$777.00
POST POSTMASTER						
063008 06/10/08	06/19/08 07/25/08					
BOX RENTAL FOR TAX OFFICE #310	6315.409	\$42.00				\$42.00
	INVOICE 063008 TOTALS:	\$42.00	\$0.00	\$0.00		\$42.00
0630081 06/10/08	06/19/08 07/25/08					
BOX RENTAL FOR TREASURER # 59	7 6315.409	\$42.00				\$42.00
	INVOICE 0630081 TOTALS:	\$42.00	\$0.00	\$0.00		\$42.00
630082 06/10/08	06/19/08 07/25/08					
BOX RENTAL FOR SERVICE OFF. #5	36 6315.409	\$26.00				\$26.00
	INVOICE 0630082 TOTALS:	\$26.00	\$0.00	\$0.00		\$26.00
06/10/08 06/10/08 BOX RENTAL FOR CO.JUDGE # 716	06/19/08 07/25/08 6315.409	\$26.00				\$26.00
	INVOICE 0630063 TOTALS:	\$26.00	\$0.00	\$0.00		\$26.00
		420.00	40.00	<b>4</b> 0.00		420.00
62008 06/20/08	06/20/08 08/04/08 6315.560	e73 00				\$72.00
BOX RENTAL FOR SHERIFF # 848		\$72.00				
	INVOICE 062008 TOTALS:	\$72.00	\$0.00	\$0.00		\$72.00

\*V - Denotes Voided Check Entries

Page: 6

#### GENERAL FUND

1:18:34 PM

# AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 6/23/2008

nvoice Number Inv.Date Description	Tms.Date Due.Date Account	Amount	Discount	Amount Paid	Check Date Check Number Bank	Balance
	POSTMASTER TOTALS:	\$208.00	\$0.00	\$0.00		\$208.00
ACH RACH VETERINARY CLINI	c					
036 06/10/08	06/20/08 07/25/08					
HEART-GARD 6PK-BROWN FOR GOO	SE 6500.560	\$35.50				\$35.50
	INVOICE 0036 TOTALS:	\$35.50	\$0.00	\$0.00	6	\$35.50
	RACH VETERINARY CLINIC TOTALS:	\$35.50	\$0.00	\$0.00	-9 <b>6</b> -	\$35.50
RETC AAA RELIABLE TELEPHO	NE				1	
316 06/04/08	06/19/08 07/19/08				A A	
MATERIALS FOR PHONE	6420.455	\$225.00				\$225.00
LABOR	6420.455	\$110.00			2	\$110.00
TRIP CHARGE/FUEL SURCHARGE	6420.455	\$55.00				\$55.00
SHIPPING AND HANDLING	6420.455	\$29.75				\$29.75
	INVOICE 5316 TOTALS:	\$419.75	\$0.00	\$0.00	VOL	\$419.75
	AAA RELIABLE TELEPHONE TOTALS:	\$419.75	\$0.00	\$0.00		\$419.7
NGO RICHARD GOEBEL						
62008 06/10/08	06/20/08 07/25/08					
2- PAIR WORK PANTS	6540.560	\$29.42				\$29.42
	INVOICE 062008 TOTALS:	\$29.42	\$0.00	\$0.00		\$29.4
	RICHARD GOEBEL TOTALS:	\$29.42	\$0.00	\$0.00		\$29.4
ACD SAM'S CLUB						
09695 05/03/08	06/20/08 <b>06/17/08</b>					
CREDIT ON 5-FAIR TRADE COFFEE	6542.560	(\$49.05)				(\$49.0
	INVOICE 009695 TOTALS:	(\$49.05)	\$0.00	\$0.00		(\$49.0
01271 05/15/08	06/20/08 06/29/08					
8- CLASSIC ROAST COFFEE	6542.560	\$81.84				\$81.8
	INVOICE 001271 TOTALS:	\$81.84	\$0.00	\$0.00		\$81.8
	SAM'S CLUB TOTALS:	\$32.79	\$0.00	\$0.00		\$32.7

#### SBAT SCHERTZ BANK AND TRUST

# GENERAL FUND

#### Page: 8

#### 1:18:34 PM

# AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 6/23/2008

Invoice Number Description	Inv.Date	Tms.Date Due.Date Account	Amount	Discount	Amount Paid	Check Date Check Number Bank	Balance
002	06/20/08	06/20/08 08/04/08					
MONTHLY PAYMENT		6502.560	\$1,270.04				\$1,270.04
		INVOICE 002 TOTALS:	\$1,270.04	\$0.00	\$0.00	/	\$1,270.04
		SCHERTZ BANK AND TRUST TOTALS:	\$1,270.04	\$0.00	\$0.00	C	\$1,270.04
SCOT SCOTT - ME	RRIMAN, INC.					r N	
038188	05/31/08	06/19/08 07/15/08				ci i	
3250 STATE JURY CAR	DS	6530.435	\$619.50			bg.	\$619.50
SHIPPING AND HANDLI	NG	6530.435	\$31.00			1	\$31.00
		INVOICE 038188 TOTALS:	\$650.50	\$0.00	\$0.00		\$650.50
038310	05/31/08	06/19/08 07/15/08				$\leq$	
200 DTD DELINQUENT	TAX DOCKET	6310.450	\$186.00			VOIL WW	\$186.00
SHIPPING AND HANDLI	NG	6310.450	\$14.59			オ	\$14.59
		INVOICE 038310 TOTALS:	\$200.59	\$0.00	\$0.00	S S	\$200.59
		SCOTT - MERRIMAN, INC. TOTALS:	\$851.09	\$0.00	\$0.00		\$851.09
SCRE SABINE CO		rer in the second se					
061908	06/06/08	06/19/08 07/21/08					
RENEWAL SUBSCRIPT	ION OF REPO	RTER 6310.400	\$24.00				\$24.00
		INVOICE 061908 TOTALS:	\$24.00	\$0.00	\$0.00		\$24.00
		SABINE COUNTY REPORTER TOTALS:	\$24.00	\$0.00	\$0.00		\$24.00
SCSD SABINE CO	UNTY SHERIF	F'S DEPT.					
062008	06/06/08	06/20/08 07/21/08					
TONY MILLER TRIP TO	MARSHALL	6425.560	\$5.67				\$5.67
BETTY JONES FOOD A	T SCHOOL	6425.560	\$5.40				\$5.40
TOM MADDOX PLANTR	ONIC E370 BL	UE 6500.560	\$58.87				\$58.87
		INVOICE 062008 TOTALS:	\$69.94	\$0.00	\$0.00		\$69.94
	S	ABINE COUNTY SHERIFF'S DEPT. TOTALS:	\$69.94	\$0.00	\$0.00		\$69.94
SHCO SHREVEPO	RT COMMUNK	CATIONS					
534534	05/19/08	06/19/08 07/03/08					

\*V - Denotes Voided Check Entries

#### **GENERAL FUND**

#### 1:18:34 PM

# AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 6/23/2008

Invoice Number Inv.Da Description	te Trns.Date Due.Date Account	Amount	Discount	Amount Paid	Check Date Check Number Bank	Balance
TRAVEL/MILEAGE AND LABOR TO REPROGRAM REPEATER	O 6501.409	\$180.00				\$180.00
	INVOICE 534534 TOTALS:	\$180.00	\$0.00	\$0.00		\$180.00
	SHREVEPORT COMMUNICATIONS TOTALS:	\$180.00	\$0.00	\$0.00	~	\$180.00
SHSB SHELBY SAVINGS BA	ANK CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACT					
603128952 06/06/	08 06/20/08 07/21/08				3	
1 NIGHT STAY AT AUSTIN	1105.000	\$114.00			<b>P</b> G.	\$114.00
CITY TAX	1105.000	\$10.26			٩	\$10.26 \$6.84
STATE TAX	1105.000	\$6.84				
	INVOICE 603128952 TOTALS:	\$131.10	\$0.00	\$0.00	Ş	\$131.10
C5C0F6 06/11/	08 06/19/08 0 <b>7/26/08</b>				$\leq$	
CONTINENTAL AIRLINES TICKET MCALLEN 9/15-19/08		\$193.00			2	\$193.00
	INVOICE C5C0F6 TOTALS:	\$193.00	\$0.00	\$0.00	VOL VV	\$193.00
520953 06/12/	<b>08</b> 06/19/08 <b>07/27/08</b>					
4 NIGHT STAY AT CROWNE PLAZ	ZA 1105.000	\$436.00				\$436.00
DALLAS 6/8-12/08 STATE TAX	1105.000	\$26.16				<b>\$26</b> .16
CITY TAX	1105.000	\$30.52				\$30.52
	INVOICE 520953 TOTALS:	\$492.68	\$0.00	\$0.00		\$492.68
	SHELBY SAVINGS BANK TOTALS:	\$816.78	\$0.00	\$0.00		\$816.78
TRJA TRICIA JACKS						
133 06/18/	08 06/19/08 08/02/08					
69.6 MILES TO JASPER TAKE CO	MPUTER 6470.497	\$34.80				\$34.80
EQUIP. LEFT IN OFFICE	INVOICE 133 TOTALS:	\$34.80	\$0.00	\$0.00		\$34.80
	TRICIA JACKS TOTALS:	\$34.80	\$0.00	\$0.00		\$34.80
TXCA TEXAS COMPUTER A	SSOCIATES					
14490 06/09/	<b>'08</b> 06/19/08 <b>07/24/08</b>					
WORKED ON DSL/ DOC PHAM 5	HRS 6450.409	\$500.00				\$500.00
5/28/08 WORKED ON DSL/ DOC PHAM 4 5/30/08	HRS 6450.409	\$340.00				\$340.00

"V - Denotes Voided Check Entries

#### **GENERAL FUND**

Page: 10

#### 1:18:34 PM

# AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Invoice Number Inv.Date T Description	rns.Date Due.Date Account	Amount	Discount	Amount Paid	Check Date Check Number Bank	Balance
WORKED ON DSL/ DOC PHAM 1.30 HRS 6/3/08	6450.409	\$127.50				\$127.50
WORKED ON DSL/ DOC PHAM 6 HRS 6/6/08	6450.409	\$600.00			. 1	\$600.00
	INVOICE 14490 TOTALS:	\$1,567.50	\$0.00	\$0.00	ゴ	\$1,567.50
TE	XAS COMPUTER ASSOCIATES TOTALS:	\$1,567.50	\$0.00	\$0.00	3	\$1,567.50
YTE TYLER TECHNOLOGIES					- E	
6742 05/31/08 0	6/19/08 07/15/08					
CALL VOLUME ACTIVITY 5/1-31/08 6HRS	6501.455	\$250.00				\$250.00
	INVOICE 66742 TOTALS:	\$250.00	\$0.00	\$0.00	VOL VV	\$250.00
	6/20/08 07/15/08				3	
CALL VOLUME ACTIVITY 5/1-31/08 6HRS	6502.560	\$250.00				\$250.00
	INVOICE 66742-03 TOTALS:	\$250.00	\$0.00	\$0.00	٥,	\$250.00
	6/19/08 07/15/08					
CALL VOLUME ACTIVITY 5/1-31/08 6HRS	6501.457	\$250.00				\$250.00
	INVOICE 66742-2 TOTALS:	\$250.00	\$0.00	\$0.00		\$250.00
	TYLER TECHNOLOGIES TOTALS:	\$750.00	\$0.00	\$0.00		\$750.00
VEST WEST PAYMENT CENTER						
16059502 05/30/08 0	6/19/08 07/1 <b>4/08</b>					
TX VERNONS ANNO STAT WATER CODE V1 SEC 1.001 TO 11.170	4513.450	\$92.50				\$92.50
TX VERNONS ANNO STAT WATER CODE V1A SEC 11,171 TO 16	4513.450	\$92.50				\$92.50
TX VERNONS ANNO STAT WATER CODE V1B SEC 17.001 TO 30	4513.450	\$92.50				\$92.50
TX VERNONS ANNO STAT WATER CODE V1C SEC 31.001 TO 51.300	4513.450	\$92.50				\$92.50
	INVOICE 816059502 TOTALS:	\$370.00	\$0.00	\$0.00		\$370.00
	WEST PAYMENT CENTER TOTALS:	\$370.00	\$0.00	\$0.00		\$370.00
	LEDGER TOTALS:	\$16,846.97	\$0.00	\$0.00		\$16,846.97

SIGN HERE FOR PAYMENT APPROVAL

Labur E. Watson

Charles Watson County Judge

SIGN HERE FOR PAYMENT APPROVAL

Kuith CL

Keith Clark Commissioner Pct. 1

SIGN HERE FOR PAYMENT APPROVAL.

Doyle Dickerson Commissioner Pct. 3

SIGN HERE FOR PAYMENT APPROVAL

Janice McDaniel County Clerk

SIGN HERE FOR PAYMENT APPROVAL

Bg

NN

Я

Jimmy McDaniel Commissioner Pct. 2

SIGN HERE FOR PAYMENT APPROVAL

, steener

Fayne Warner Commissioner Pct. 4

Approved for payment by Sabine County Commissioner's Court on June 23, 2008

#### 1:20:14 PM

# ROAD AND BRIDGES

# AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 6/23/2008

Invoice Nun Description	nber	Inv.Date	Trns.Date Accou		Amount	Discount	Amount Paid	Check Date Check Number Bank	Balance
ATNT	AT&T MOBIL	JTY							
061908		06/01/08	06/19/08	06/01/08					
WIRELE	SS NUMBER 93	6-201-8453	6420.6		\$51.50			3	\$51.50
				INVOICE 061908 TOTALS:	\$51.50	\$0.00	\$0.00	e	\$51.5
						•••••	•••••		••••••
				AT&T MOBILITY TOTALS:	\$51.50	\$0.00	\$0.00		\$51.5
							40.00	27	••••••
BIG4	<b>BIG "4", INC</b>							<b>B</b>	
00332496		06/09/08	06/19/08	06/09/08				<b>4</b> ,	
52 CYD	ROADBASE		6377.6	602	\$572.00			$\sim$	\$572.0
				INVOICE 00332496 TOTALS:	\$572.00	\$0.00	\$0.00	<u>X</u>	\$572.0
00332497		06/10/08	06/19/08	054000				5	
	ROADBASE	00/10/06	6377.6	06/10/08	\$201.50			5	\$201.5
			00/7.0	INVOICE 00332497 TOTALS:	\$201.50	\$0.00	\$0.00		\$201.5
				INVOICE 00332497 TOTALS:	<b>4201.50</b>	\$0.00	\$0.00	VOL	\$201.5
00332507		06/11/08	06/19/08	06/11/08					
60 CYD	ROADBASE		6377.6	504	\$768.00				\$768.0
				INVOICE 00332507 TOTALS:	\$768.00	\$0.00	\$0.00		\$768.0
00332506		06/12/08	06/19/08	06/12/08					
39 CYD	ROADBASE		6377.6		\$429.00				\$429.0
				INVOICE 00332506 TOTALS:	\$429.00	\$0.00	\$0.00		\$429.0
			00/40/00						
00332510	ROADBASE	06/13/08	06/19/08 6377.6	06/13/08	<b>6</b> 420.00				<b>6</b> 433 o
12 0101	NUNDBASE		03/7.0		\$132.00				\$132.0
				INVOICE 00332510 TOTALS:	\$132.00	\$0.00	\$0.00		\$132.0
00332516		06/16/08	06/19/08	06/16/08					
48 CYD (	ROADBASE		<b>63</b> 77.6	504	\$528.00				\$528.0
				INVOICE 00332516 TOTALS:	\$528.00	\$0.00	\$0.00		\$528.0
				BIG "4", INC. TOTALS:	\$2,630.50	\$0.00	\$0.00		\$2,630.5
				BIG 4, INV. IVIALO;	<b>4</b> 4,000.00	<i>40.00</i>	<b>4</b> 0.00		42,000.0
BIGT	<b>BIG TIN BAR</b>	RN HOME CEN	ITER						
003953		04/02/08	06/19/08	04/02/08					
DRAIN S			6657.6		\$16.45				\$16.4
LONG H	DL RD PT SHOV	/EL	6657.6	i02	\$9.45				\$9.4
				INVOICE 003953 TOTALS:	\$25.90	\$0.00	\$0.00		\$25.9

\*V - Denotes Voided Check Entries

# 06/20/08 1:20:14 PM

# ROAD AND BRIDGES

Page: 2

# AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Invoice Number Description	Inv.Date	Trns.Date Due.Date Account	Amount	Discount	Amount Paid	Check Date Check Number Bank	Balance
004290	05/06/08	06/19/08 05/06/08					
12" POLY CULVERT BANK	D	6370.603	\$12.79			•	\$12.79
		INVOICE 004290 TOTALS:	\$12.79	\$0.00	\$0.00		\$12.79
		BIG TIN BARN HOME CENTER TOTALS:	\$38.69	\$0.00	\$0.00	ric Ba	\$38.69
CGNS KORNER GRO							
3627-28	06/12/08	06/19/08 06/12/08				<u> </u>	
36 LB NAILS		6375.603	\$54.00				\$54.00
		INVOICE 3627-28 TOTALS:	\$54.00	\$0.00	\$0.00	3	\$54.00
		KORNER GROCERY TOTALS:	\$54.00	\$0.00	\$0.00	VOL VN	\$54.00
EPSS EUGENE PRO	CELLA SER	VICE STAT.					
012784	06/12/08	06/19/08 06/12/08				9	
CHANGE 2 TIRES		6365.604	\$30.00				\$30.00
		INVOICE 012784 TOTALS:	\$30.00	\$0.00	\$0.00		\$30.00
012763	06/19/08	06/19/08 06/19/08					
CHANGE TIRE		6365.604	\$15.00				\$15.00
		INVOICE 012763 TOTALS:	\$15.00	\$0.00	\$0.00		\$15.00
	EU	GENE PROCELLA SERVICE STAT. TOTALS:	\$45.00	\$0.00	\$0.00		\$45.00
GMWS G-M WATER S	SUPPLY COR	RP.					
061908	06/06/08	06/19/08 06/06/08					
MONTHLY WATER BILL A	CCT. #1262	6440.602	\$31.66				\$31.66
		INVOICE 061908 TOTALS:	\$31.66	\$0.00	\$0.00		\$31.60
		G-M WATER SUPPLY CORP. TOTALS:	\$31.66	\$0.00	\$0.00		\$31.6
JTGR J.T. GREENE	TRUCK & EC	QUIPMENT					
004947	06/09/08	06/19/08 06/09/08					
ROADCALL TO SCRAPPIN REPAIR GRADER TIRE	N VALLEY TO	0 6345.602	\$165.00				\$165.0
		INVOICE 004947 TOTALS:	\$165.00	\$0.00	\$0.00		\$165.0
004950	06/17/08	06/19/08 06/17/08					
REPLACE AND ROTATE O	GRADER TIR	ES 6366.601	\$165.00				\$165.0
V - Denotes Voided Check Er	ntries						

06/20/08 1:20:14 PM

.

#### ROAD AND BRIDGES

#### Page: 3

÷

# AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Invoice Number Inv.D Description	ate Tms.Date Due.Date Account	Amount	Discount	Amount Paid	Check Date Check Number Bank	Balance
	INVOICE 004950 TOTALS	\$165.00	\$0.00	\$0.00		\$165.00
004952 06/18	1/08 06/19/08 <b>06/18/08</b>					
TUBE FOR GRADER TIRE	6356.604	\$59.95				\$59.95
1 1/2 HOUR LABOR TO CLARA L FIX GRADER TIRE	ANE TO 6345.604	\$82.50			8	\$82.50
	INVOICE 004952 TOTALS	\$142.45	\$0.00	\$0.00		\$142.45
	J.T. GREENE TRUCK & EQUIPMENT TOTALS:	\$472.45	\$0.00	\$0.00	6	\$472.4
.CCO LUFKIN CREOSOTIN	IG COMPANY				8	
55433 06/13	1/08 06/19/08 06/13/08					
35-LUMBER CREOSOTE 2X12 14		\$661.50				\$661.50
	INVOICE 55433 TOTALS	\$661.50	\$0.00	\$0.00	2	\$661.50
	LUFKIN CREOSOTING COMPANY TOTALS	\$661.50	\$0.00	\$0.00	VOL W V	\$661.5
APAC TEXAS, INC.					Ň	
200023291 06/07	7/08 06/19/08 06/07/08					
432.22 TONS OIL/SAND MIX	6378.602	\$23,880.17				\$23,880.1
	INVOICE 200023291 TOTALS	\$23,880.17	\$0.00	\$0.00		\$23,880.1
	APAC TEXAS, INC. TOTALS	\$23,880.17	\$0.00	\$0.00		\$23,880.17
RUPS RURAL PIPE & SUPF	PLY					
56344 06/03	1/08 06/19/08 <b>06/03/08</b>					
2- 12" X 20' CULVERTS	6371.601	\$186.40				\$186.4
2- 12" X 24' CULVERTS	6371.601	\$223.68				\$223.6
	INVOICE 56344 TOTALS	\$410.08	\$0.00	\$0.00		\$410.0
56345 06/03						
12" X 30' CULVERT	6371.601	\$139.80				\$139.8
	INVOICE 56345 TOTALS	\$139.80	\$0.00	\$0.00		\$139.8
56460 06/06						
10- 12" X 20' ADS CULVERT	6370.603	\$559.20				\$559.2
	INVOICE 56460 TOTALS	\$559.20	\$0.00	\$0.00		\$559.2
56509 06/09	NOS 06/19/08 06/09/08					
2- 18" X 20' CULVERTS	6371.601	\$353.20				\$353.2
V - Denotes Voided Check Entries						

# ROAD AND BRIDGES

Page: 4

#### 1:20:14 PM

# AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Invoice Number Description	Inv.Date	Trns.Date Acco	Due.Date unt	Amount	Discount	Amount Paid	Check Date Check Number Bank	Balance
			INVOICE 56509 TOTALS:	\$353.20	\$0.00	\$0.00		\$353.20
56557	06/10/08	06/19/08	06/10/08					
4- 15" X 20' CULVERT		6370	.604	\$502.40				\$502.40
4- 12" X 30' CULVERT		6370.	.604	\$559.20			ŧ	\$559.20
			INVOICE 56557 TOTALS:	\$1,061.60	\$0.00	\$0.00	0	\$1,061.60
		R	URAL PIPE & SUPPLY TOTALS:	\$2,523.88	\$0.00	\$0.00	CÓ	\$2,523.88
SHCO SHREVEPOR		CATIONS					Ba	
534534-01	05/19/08	06/19/08	05/19/08					
TRAVEL AND LABOR TO REPROGRAM REPEATER		<b>6</b> 652.	.601	\$180.00			5	\$180.00
			INVOICE 534534-01 TOTALS:	\$180.00	\$0.00	\$0.00	3	\$180.00
534534-02	05/19/08	06/19/08	05/19/08				5	
TRAVEL/LABOR TO REPL REPEATER	ROGRAM	6652.	.602	\$180.00			VOL W W	\$180.00
			INVOICE 534534-02 TOTALS:	\$180.00	\$0.00	\$0.00	×	\$180.00
534534-03	05/19/08	06/19/08	05/19/08					
TRAVEL/LABOR REPROC	RAM REPEA	TER 6652.	.603	\$180.00				\$180.00
			INVOICE 534534-03 TOTALS:	\$180.00	\$0.00	\$0.00		\$180.00
534534-04	05/19/08	06/19/08	05/19/08					
TRAVEL/LABOR REPROGRAM REPEA		TER 6652.	.604	\$180.00				\$180.00
			INVOICE 534534-04 TOTALS:	\$180.00	\$0.00	\$0.00		\$180.00
	:	SHREVEPOR	T COMMUNICATIONS TOTALS:	\$720.00	\$0.00	\$0.00		\$720.00
			LEDGER TOTALS:	\$31,109.35	\$0.00	\$0.00		\$31,109.35

SIGN HERE FOR PAYMENT APPROVAL

Charles Watson County Judge

SIGN HERE FOR PAYMENT APPROVAL

Kuith a

Keith Clark Commissioner Pct. 1

SIGN HERE FOR PAYMENT APPROVAL

Doyle Dickerson Commissioner Pct. 3

SIGN HERE FOR PAYMENT APPROVAL

Janice McDaniel County Clerk

SIGN HERE FOR PAYMENT APPROVAL

δ

NON NON

Jimmy McDaniel Commissioner Pct. 2

SIGN HERE FOR PAYMENT APPROVAL

Fayne Warner Commissioner Pct. 4

Approved for payment by Sabine County Commissioner's Court on June 23, 2008

#### SABINE COUNTY FSM/SPECIAL PROJECTS

#### 1:19:37 PM

# AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Invoice Number Description	Inv.Date	Trns.Date Accou		Amount	Discount	Amount Paid	Check Date Check Number Bank	Balance
FFAI FERRARA FIRE	APARATU	S, INC.						
086095	05/20/08	06/19/08	05/20/08	•				
2-NOZZLE, TURBOJET, 1.5" PISTOLGRIP, 172\$0.0000	'NH,	6504.2	225	\$1,160.00				\$1,160.00
FREIGHT		6504.2	225	\$23.76			$\sim$	\$23.76
			INVOICE 086095 TOTALS:	\$1,183.76	\$0.00	\$0.00	BB	\$1,183.76
		FERRARA F	IRE APARATUS, INC. TOTALS:	\$1,183.76	\$0.00	\$0.00	- 9d	\$1,183.76
PJTE P&J TROPHIES	AND ENG	AVING						
61308	06/13/08	06/19/08	06/13/08				$\geq$	
32 SHIRTS FOR FIRE FIGHT	TERS	6504.2	225	\$320.00				\$320.00
10 2XL SHIRTS FOR FIRE F	IGHTERS	6504.2	225	\$110.00			N N	\$110.00
10 3XL SHIRTS FOR FIRE F	10 3XL SHIRTS FOR FIRE FIGHTERS		225	\$120.00			<u> </u>	\$120.00
			INVOICE 61308 TOTALS:	\$550.00	\$0.00	\$0.00	VOL	\$550.00
		P&J TROPHI	ES AND ENGRAVING TOTALS:	\$550.00	\$0.00	\$0.00		\$550.00
USDA USDA FOREST	SERVICE							
756001136	06/02/08	06/19/08	06/02/08					
PAYMENT FOR WILLOW OA AGREEMENT	AK BRIDGE	6310.2	225	\$23,610.48				\$23,610.48
			INVOICE 756001136 TOTALS:	\$23,610.48	\$0.00	\$0.00		\$23,610.48
		USE	A FOREST SERVICE TOTALS:	\$23,610.48	\$0.00	\$0.00		\$23,610.48
			LEDGER TOTALS:	\$25,344.24	\$0.00	\$0.00		\$25,344.24

SIGN HERE FOR PAYMENT APPROVAL

Jules E. Watson

Charles Watson County Judge

SIGN HERE FOR PAYMENT APPROVAL

Keith Clark Commissioner Pct. 1

SIGN HERE FOR PAYMENT APPROVAL

ORAM

Doyle Dickerson Commissioner Pct. 3

SIGN HERE FOR PAYMENT APPROVAL

Janice McDaniel County Clerk

B

VOL NN

SIGN HERE FOR PAYMENT APPROVAL

Jimmy McDaniel Commissioner Pct. 2

SIGN HERE FOR PAYMENT APPROVAL

Mainer

Fayne Warner Commissioner Pct. 4

Approved for payment by Sabine County Commissioner's Court on June 23, 2008

MILAM SETTLERS DAY ORGANIZATION P. O. Box 215 Milam, Texas 75959

June 19, 2008

Dear Friends & Neighbors,

We, the planners and organizers of Milam Settlers Day annual event, are in an effort to promote Sabine County's history and preserve our heritage and folklore. Our goal is to become a more important instrument of support for historical education, economic development, and tourism promotion not only for the Milam area, but for the entire county.

As a part of that effort, we have invited Mr. Jeffrey M. Williams of Arthur Temple College of Forestry & Agriculture at Stephen F. Austin State University to speak regarding his archaeological research. He has been involved in trying to plot the original traces of the El Camino Real de Los Tejas, part of our presentday State Highway 21. He has made some fascinating discoveries using a type of sonographic technology called Geographic Information Systems or GIS. This same technology was used by Mr. Williams and others in the Space Shuttle Columbia recovery efforts of 2003.

We therefore invite you to attend Mr. Willams' program to be held at the J. R. Huffman Public Library in Hemphill on Monday evening, June 30<sup>th</sup> 2008 at 7:00 pm. There will be a Powerpoint presentation in the theatre room of the library. That presention will be followed by a question-and-answer session which will give attendees an opportunity to talk with Mr. Williams about his work and the vital role of Sabine County in the future. After, the program, refreshments will be served.

We hope that you will make plans to attend and we look forward to seeing you there!

Cordially,

Milam Settlers Day Organization EM

VOI WW PB 223

### Geographic information Systems (GIS) Aided Archaeological Research for Locating and Identifying 18<sup>th</sup> Century Spanish Roads through Sabine County, Texas.

Many generations of indigenous trails through the forests of eastern Texas were utilized by early European explorers. These trails or pathways became modified through heavy use and the expansions and improvements needed to accommodate easy passage of European horses and carts and finally the heavy wagons of Anglo-American settlers. The first road through Texas, *El Camino Real de Los Tejas*, utilized portions of these early trails.

Forking near Lobanella Creek, the road that colonized the whole of Texas presented two alternatives for traveling to and from the well known crossings of the Sabine River. Using historical documents and oral interviews, a GIS model has been developed for managing archaeological survey data with physical landscape data allowing for an integrated study of the landscape forces influencing the selection preferred road locations. The ability to visualize the character of the physical landscape while incorporating both historic and archaeological field data into a single analysis tool is a strength that GIS brings to archaeological research.

Using the GIS, an archaeological survey conducted in 2004 and 2005 resulted in locating, mapping, and documenting existing segments (ruts) of *El Camino Real de Los Tejas*. Located entirely within Sabine County, these old road traces represent a significant element of Texas history. Texas Historical Commission as well as National Park Service personnel who've visited these sites agree that they meet the criteria and have the potential to become designated State Archaeological Landmarks. The identification of these historic features provides a rare and unique opportunity for Sabine County to protect and preserve existing segments of *El Camino Real de Los Tejas*.

#### **Bio:**

Growing up in East Texas, Jeff Williams returned to Nacogdoches just in time to participate as a GIS first responder during the Space Shuttle Columbia search and recovery efforts. As a geospatial scientist, Jeff specializes in remote sensing and GIS applications development and has worked at the National and State level for many years.

Jeff is currently employed as the GIS Systems Administrator for the Arthur Temple College of Forestry and Agriculture where he maintains the GIS laboratories while working with students applying geospatial technologies to ecological research. For over 15 years Jeff has conducted archaeological investigations across East Texas, and recently he has located, identified, and surveyed existing segments of *El Camino Real de los Tejas*.

Jeff has developed an integrated research oriented GIS leading to the discovery and identification of additional existing remnants of early Spanish road features through eastern Texas. Working with the National Park Service's National Historic Trail's office out of Santa Fe, New Mexico, Jeff has been inventorying existing trail resources of East Texas not previously known.

> <u>Jeffrey M. Williams</u> <u>GIS Systems Administrator</u> <u>Arthur Temple College of Forestry and Agriculture</u> <u>Stephen F. Austin State University</u> <u>Nacogdoches, Texas</u> WW

TABC Guide for County Clerks

# Title 4. Regulatory and Penal Provisions Chapter 101. General Criminal Provisions Subchapter A. Procedural Provisions

Sec. 101.09. REPORTS OF CONVICTIONS. Every county and district clerk in the state shall furnish the commission or its representative, on request, a certified copy of the judgment of conviction and of the information against a person convicted of a violation of this code. The clerk may not charge a fee for furnishing the copy.

### **Chapter 105. Hours of Sale: Mixed Beverages**

Sec. 105.03. HOURS OF SALE: MIXED BEVERAGES. (a) No person may sell or offer for sale mixed beverages at any time not permitted by this section.

- (b) A model beverage permittee may sell and offer for sale mixed beverages between 7 a.m. and midnight on any day except Sunday. On Sunday he may sell mixed beverages between midnight and 1:00 a.m. and between 10 a.m. and midnight, except that an alcoholic beverage served to a customer between 10 a.m. and 12 noon on Sunday must be provided during the service of food to the customer.
- (c) in a city or county having a population of 800,000 or more, according to the last preceding federal census, or 500,000 or more, according to the 22nd Decennial Census of the United States, as released by the Bureau of the Census on March 12, 2001, a holder of a mixed beverage late hours permit may also sell and offer for sale mixed beverages between midnight and 2 a.m. on any day.
- (d) In a city or county other than a city or county described by Subsection (c), the extended hours prescribed in Subsection (c) of this section are effective for the sale of mixed beverages and the offer to sell them by a holder of a mixed beverages late hours permit:
  - In the unincorporated areas of the county if the extended hours are adopted by an order of the commissioners court; and
  - (2) in an incorporated city or town if the extended hours are adopted by an ordinance of the governing body of the city or town.
- (e) A violation of a city ordinance or order of a commissioners court adopted pursuant to Subsection (d) of this section is a violation of this code.

Sec. 105.04. HOURS OF SALE: WINE AND BEER RETAILER. The hours of sale and delivery for alcoholic beverages sold under a wine and beer retailer's permit or a wine and beer retailer's off-premise permit are the same as those prescribed for the sale of beer under Section 105.05 of this code, except that no sale shall be allowed between 2 a.m. and noon on Sunday.

Sec. 105.05. HOURS OF SALE: BEER. (a) No person may sell, offer for sale, or deliver beer at any time not permitted by this section.

(b) A person may sell, offer for sale, or deliver beer between 7 a.m. and

Texas Alcoholic Beverage Commission

15

VOL WW PR 225

experience works

# TEXAS PROGRAM-2007

History and Scope: Experience Works (formerly Green Thumb) has operated the Senior Community Service Employment Program in Texas since 1971. Over the years, Experience Works has helped thousands of Texas low-income seniors escape poverty through paid community service training assignments at local nonprofit and public entities. Experience Works and four other grantees operate 2620 SCSEP positions under grants from the U.S. Department of Labor. Experience Works has 670 of the State's SCSEP positions under a contract with the Texas Workforce Commission. Nationally, Experience Works operates 11,657 positions in 30 states and Puerto Rico. The total number of positions for all grantees in states and territories is 60,446. The dual purpose of the SCSEP—community service and job training—fulfills local needs that would otherwise be unmet, and enables poor older Americans to gain skills that are valuable to local employers seeking reliable, conscientious employees. About a third of SCSEP positions annually are expected to transition to jobs off the program.

**Economic Impact of SCSEP in Texas:** Experience Works operates 1236 of the 3290 SCSEP Texas positions. Total funding for the 3290 Texas positions exceeds \$26 million. Over the course of a year Texas participants, working 20 hours a week, provide more than 3.2 million hours of community service, allowing nonprofits and public offices to create new services or expand existing services to communities throughout the state. The value of participant services to the counties is estimated at \$55 million.

# **Changing Lives**

A. Brecchio, 72, holds a master's degree in journalism but needed help finding a job when bad history in a small town impaired his chances of employment. After working for newspapers in Falfurrias and teaching for six years at a local school, Mr. Brecchio quit his job at the age of 55 to stay at home and take care of his ill mother. When she passed away, he needed to get back to the work force and came to Experience Works for help. He was assigned to the Heritage Museum in Brooks County and started conducting thorough research for the museum on a donated computer and taping oral histories. Board members were so impressed with his work that they hired Mr. Brecchio. He has become an invaluable resource to the museum and has been working there for a year now.

### Impact of the Minimum Wage Increase on Texas Low-Income Seniors Wanting Jobs:

Nationally, the SCSEP currently serves 60,446 low-income seniors over the course of a year through the work of national and state grantees. If no additional funds are provided to cover the increased minimum wage effective July 24, 2008, at least 5,440 low-income seniors will be denied training opportunities in program year 2009. If the second phase of the minimum wage increase is not fully covered in the 2008 appropriations bill, the State of Texas would likely lose 296 of its 3290 positions by 2009. These decreases come at a time when both the numbers of seniors and seniors in poverty are on the rise.

VAL NW PG 226

# **History**

For more information contact Communications 703-522-7272 or info@experienceworks.org

The roots of Experience Works' story began in the summer of 1963 when President John F. Kennedy decided to make poverty a focus of his anticipated 1964 re-election campaign. Jim Patton, president of the National Farmers Union and a White House advisor on labor issues, encouraged the President to develop policies that would help disadvantaged residents of America's rural communities. In the last Cabinet meeting before his ill-fated trip to Dallas, the President wrote "poverty, poverty, poverty" in his notes.

Less than thirty days after President Kennedy's assassination, President Lyndon B. Johnson invited several national leaders to the White House to discuss an agenda for his new administration. Johnson needed to quickly develop a theme that would heal a badly shaken nation. Jim Patton and Secretary of Agriculture Orville Freeman remained after the meeting at the President's request. When the President asked for their ideas, Patton immediately replied, "I think you ought to declare war on poverty!" Moments later, the President officially announced his "war" to the press.

With the Economic Opportunity Act, key legislation of the War on Poverty, stalled in congressional debate, however, it took the personal interest of Lady Bird Johnson to help the initiative press forward. A memo to the First Lady outlined the proposal to "take the 'green thumbs' of poor, older, and retired farmers and put them to work to beautify our highways." Mrs. Johnson responded, "What an opportunity is presented here to provide [older farmers] with useful employment for which they are fully qualified, and at the same time, to beautify highways for the benefit of all our people."

On October 5, 1965, President Johnson at last signed the Nelson Amendment to the Economic Opportunity Act, which funded the "green thumb" project of the National Farmers Union. Ten days later, Green Thumb, Inc. (now Experience Works) was launched as the first nonprofit organization created to run a jobs program for disadvantaged rural Americans. The following spring, crews of 280 participant farmers went to work on beautification projects in Arkansas, New Jersey, Oregon, and Minnesota.

That initial project in four states soon evolved into the Senior Community Service Employment Program (SCSEP). The small demonstration program that initially launched Green Thumb in 1965 is now one of a major federal workforce initiative success story. Based on the "Experience Works model," the Senior Community Service Employment Program (SCSEP) annually provides training, employment, and community service opportunities to almost 100,000 seniors across the country. Experience Works is one of thirteen national organizations that, along with Governors of every state, operate the SCSEP under grants with the U. S. Department of Labor. Experience Works continues to operate this innovative and cost effective program, under the Department of Labor's Employment and Training Administration, providing training and employment opportunities to low-income older workers residing in rural areas.

Often in conjunction with the SCSEP, Experience Works operates older-worker training projects across the country. These projects involve occupational skills, classroom, or on-the-job training including:

Occupational skills -- Training focused on developing skills for high-growth occupations such as home health aide, nurse assistant, and computer operator. High-growth occupations are identified for each specific project locality.

Classroom training -- Focused on developing the basic skills some participants need in order to become job ready. Our staff customizes this training to the needs of the participant.

On-the-job training -- Utilizing the skills of individual employers, we coordinate training participants for specific jobs that require special skills. The participating employer receives partial reimbursement for the extraordinary costs that may be associated with training the particular individual.

In 1998 Experience Works initiated the annual, national Prime Time Awards Program, to recognize the valuable contributions of working seniors. In the last nine years, more than 450 extraordinary seniors have been honored through this program.

3/16/07

VOL WW PG 22

### Employment Assistant Program For more information contact Communications 703-522-7272 or info@experienceworks.org

<u>The Changing Workforce</u>: Labor market trends indicate that older workers are the fastest growing pool of workers in the nation. By 2014 they are expected to represent 21 percent of the labor force. Labor market information also report that small businesses employ about half of all private sector workers and generate 60-80 percent of net new jobs annually. The growing population of seniors combined with the challenge of keeping a skilled workforce, especially in rural areas, created the perfect set of circumstances for Experience Works' Employment Assistance Program (EAP). The EAP identifies older unemployed workers who want to remain in their communities and matches them with small businesses that are seeking skilled workers to remain a viable business.

<u>The Experience Works Employment Assistance Program:</u> The EAP was initiated with Small Business Administration funds in 2003 to match disadvantaged older workers (most enrolled in the Senior Community Service Employment Program) with small businesses and break down barriers to their hiring. Integral to success was the creation of business liaisons, specifically dedicated to identifying small businesses with labor shortages and demonstrating to them how older workers could meet those needs. By putting the employer first, reaching out to specific employers, providing employment assistance, and making the interchange seamless, the program has encouraged small businesses to take a chance on hiring a population they might not otherwise have considered.

<u>Primary Partners</u>: Collaboration is an important aspect of program. The two most significant partners are the Small Business Administration and the U.S. Department of Labor. The Small Business Administration is providing funding for the cost of the business liaison positions and training. The Department of Labor, through its SCSEP grant with Experience Works, is the primary source for participant wages while in Employment Assistance Program training classes. When working with a disadvantaged population, wages while in training is a significant incentive, and in some cases is what makes it possible for low-income older individuals to participate.

<u>Operation of the Program:</u> Through the Senior Community Service Employment Program (SCSEP), disadvantaged older workers are identified, trained and placed. Placement is often preceded by job coaching to help the older worker understand the need to enroll in specialized training to learn new skills, update existing skills or obtain certifications where necessary. Other critical and innovative components of this project are: special classes in Spanish for limited English-speaking persons, the creation of part-time job opportunities for persons interested in part-time work, and the training in high-demand occupations such as healthcare.

<u>Additional Resources</u>: Resources have differed from site to site, but Workforce one-stops provide referrals for enrollment and training, local government and community-based organizations provide support services, and business involvement has been a key factor in many areas. For example, business liaisons have worked with more than 50 chambers of commerce that have helped identify potential businesses and get the word out about the project, and the national office of Home Instead Senior Care is introducing Experience Works to its franchisees in several areas around the country.

<u>Results:</u> The EAP is successful in pairing one of the fastest growing labor force segments with the one of the most job rich economic mainstays in rural America, the small business. This project is a win for the older workers, the small businesses and communities primarily in rural areas, and the results are significant. Nationwide, 725 small businesses and 1,069 older workers have been served since 2003. In Florida, one of the states where we operate the EAP, from of July 2005 to June of 2006, 127 received training, over 60 percent were placed, and there was a 97 percent retention rate. Employer satisfaction with EAP services received a 91 percent rating.

<u>Awards</u>: In 2007 the EAP was recognized with U.S. Department of Labor's <u>Recognition of Excellence Award</u> in the category of Recognizing Special Populations in the Workforce.

Experience Works is a national, nonprofit organization that provides training and employment services for mature workers. Established in 1965, Experience Works operates in 30 states and Puerto Rico, and helps train more than 20,000 seniors each year.

VOL WW PB 228

# Fact Sheet For more information contact Communications 703-522-7272 or info@experienceworks.org

Our Mission:

Improve the lives of older people through employment, community service and training.

# Our Strengths:

- Assisting employers to take full advantage of the talents of older workers.
- Helping older people who are low income or at risk of becoming low income.
- Using community service as a path to employment.
- Building strong relationships in local communities.
- Addressing the challenges facing older people in rural America.

# Our Beliefs:

- Older people should have an opportunity to learn new skills and contribute to their community throughout their lives.
- Employers who hire, train and retain older workers will be most successful.
- People who are productive and active throughout their lives will have better health, increased longevity, and a more positive impact on their community.

<u>About Experience Works</u> -Experience Works is a national, charitable, community-based organization that helps seniors get the training they need to find good jobs in their local communities. We began in 1965 as Green Thumb, a small rural, demonstration project that provided work for poor farmers, and have grown to be a leader in providing training, job placement and community service for low-income older people. We currently offer programs designed to help mature individuals enter the workforce, secure more challenging positions, move into new career areas, or supplement their incomes. Experience Works:

- Serves more than 50,000 people each year,
- Has more than 300 employees and operations in 30 states and Puerto Rico,
- Is funded by grants, foundations, sponsorships and contributions from companies and individuals.

<u>Senior Community Service Employment Program</u> - The largest program offered by Experience Works is the Senior Community Service Employment Program (SCSEP). This program, funded under Title V of the Older Americans Act, enables us to help thousands of low-income individuals, age 55 and older. Through this program, seniors benefit from training, counseling, and community service assignments at nonprofit organizations and public agencies in their communities, prior to transitioning into the workforce. SCSEP participants gain valuable new skills and experience that help them secure meaningful employment and provide valuable services to their host agencies and communities. In our last program year seniors on the SCSEP program contributed more than 11 million hours of community service and in the last ten years more than 55,000 low-income seniors found employment through our SCSEP program.

Experience Works Prime Time Awards Program - Experience Works Prime Time Awards Program is a yearlong effort to recognize the contributions of older workers at the local, state, and national level. The effort is capped by activities in Washington, D.C., honoring America's Oldest Worker, outstanding employers of older workers, and outstanding older workers from all 50 states, the District of Columbia and Puerto Rico. By honoring outstanding older workers the program demonstrates the tremendous value older workers bring to the workplace.

8/8/07

VOL WW PG 229

# **Recognizing Special Populations in the Workforce** U.S. Department of Labor Recognition of Excellence Winner

imple, ment Assertance Project

# "Seniors Trained for Jobs in Small, Rural Businesses"

Lift-Off: Labor market trends indicate that older workers are the fastest growing pool of workers in the nation. By 2014 they are expected to represent 21 percent of the labor force. Labor market information also report that small businesses employ about half of all private sector workers and generate between 60-80 percent of net new jobs annually. These conditions, coupled with the challenge of keeping a skilled workforce, especially in rural areas, created the perfect set of circumstances for Experience Works' *Employment Assistance Project* (EAP). The EAP identifies the older unemployed workers who want to remain in their communities and matches them with the small businesses that are seeking skilled workers to remain a viable business.

Approach: The key to the *Employment Assistance Project* solving the dilemma presented above was to reach out first to employers. To do this, business liaisons were hired in two locations, one based in Georgia to cover southern states and the other based in Pennsylvania for northern states where *Employment Assistance Projects* were implemented. The job of the business liaison is to identify small businesses with unfilled positions, convince the employers of the viability of filling the positions with older workers and then work with the businesses to outline the skills and training necessary to qualify the candidates. A grant from the Small Business Administration funded the critical business liaison positions as well as classroom and on the job training.

Through the Senior Community Service Employment Program (SCSEP), disadvantaged older workers were identified, trained and placed. Placement was often preceded by job coaching to convince the older worker to enroll in training to learn new skills, update existing skills or obtain certifications where necessary. The ability to provide a salary while in training afforded by this ETA-funded component was critical because participants in the SCSEP are low-income and many are heads of households. Other critical and innovative components of this project were: special classes in Spanish for limited English-speaking persons, the creation of part-time job opportunities for persons interested in part-time work, and the provision of training in high-demand healthcare occupations.

EAP was successful in pairing one of the fastest growing labor force segments with the one of the most job rich economic mainstays in rural America, the small business. Small businesses often do not have funding available to recruit and train workers, nor the ability to compete with larger companies, especially in rural areas, in attracting workers. This project resulted in a soft landing for the older workers, the small businesses and communities primarily in rural areas.

Touch Down: EAP has served 725 small businesses and 1,069 older workers nationwide since 2003. Results from Florida for the period of July 2005-June 2006 illustrate the impact of the program:

- 127 received training;
- Over 60 percent placed into employment
- 97 percent retention rate.
- Employer satisfaction with EAP services received a 91 percent rating.

# For more information contact:

Sally Boofer, VP of Program Operations 2200 Clarendon Boulevard, Suite 1000 Arlington, VA 22201 T: (703) 522-7272 E-mail: sally\_boofer@experienceworks.org Mary Miller, Director of Small Bus. Programs 34436 McGary Lane Warren, OR 97053 T: (503) 338-7844 E-mail: mary\_miller@experienceworks.org

experience works

VOL WW PG 230

2008 HHS Poverty Guidelines (effective 1/23/08)						
FAMILY INCOME	COLUMN I 100 PERCENT	COLUMN II 125 PERCENT				
1	\$10,400	\$13,000				
2	14,000	17,500				
3	17,600	22,000				
4	21,200	26,500				
5	24,800	31,000				
6	28,400	35,500				
7	32,000	40,000				
8	35,600	44,500				
Add for each family member over 8:	3,600	4,500				

<u>Column I - 100 Percent</u>: Used to determine if income is at or below poverty level. <u>Column II - 125 Percent</u>: Used to determine eligibility for enrollment on SCSEP.

VOL WW PG 231

THE STATE OF TEXAS

# County of Sabine

P.O. Box 716 Hemphill, Texas 75948 Charles E. Watson County Judge



June 23, 2008

Texas Comptroller of Public Accounts Attn: Mr. Larry Schilhabel Unclaimed Property Division Holder Reporting Section PO Box 12019 Austin, TX 78711

Dear Mr. Schilhabel,

Sabine County would like to request their portion of the unclaimed money received by the Comptroller. This transfer is in compliance with the provision of Section 381.004 of the Texas Local Government Code.

Please make these funds payable to the following:

Sabine County, Tax ID 75-6001136 Tricia Jacks, County Treasurer PO Box 597 Hemphill, TX 75948

Sincerely,

n Ta Charle s. E. Waston, County Judg

C Keith Clark Co ioner Pct. 1

ioner Pct. 2

m 477 er Pct. 3

stance ne Fayne Warner, Commissioner Pct. 4

CEW/sg

VOL WW PB232

FAX (409) 787-2044

PHONE (409) 787-3543

# COMPUTER SYSTEM LEASE / LICENSE AGREEMENT January 1, 2009 - December 31, 2010

# STATE OF TEXAS §

#### COUNTY OF SABINE §

THIS COMPUTER SYSTEM LEASE / LICENSE AGREEMENT (the "Agreement") is made and entered into by and between <u>SABINE COUNTY, HEMPHILL TEXAS</u> acting by and through its governing body, the Commissioners Court (hereinafter referred to as the "County"), and PRITCHARD & ABBOTT, INC. VALUATION CONSULTANTS, a professional appraisal firm, 4900 Overton Commons Court, Fort Worth, Tarrant County, Texas, 76132 (hereinafter referred to as "Software Firm"),

WHEREAS, County desires to lease certain computer hardware, and obtain a license for use of certain computer software, from the Software Firm; and

WHEREAS, the Software Firm is willing to lease and license the desired computer hardware/software on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which being hereby acknowledged, the parties hereto agree as follows:

#### ARTICLE I

#### SOFTWARE LICENSE

1.1 License Agreement.

(a) Software Firm agrees to grant to County, and County accepts, a nonexclusive and nontransferable license to use those computer programs and related materials specified in this Agreement and referred to as the "Software".

(b) The Software shall consist of computer programs of Software Firm designated as Software Firm's Collection Software embodied in <u>200 MEG</u> (size) disk, designed to perform tax collection functions pursuant to Software Firm's published specifications. The Software shall also include printed materials consisting of all related printed documentation, including manuals covering the installation, application, and use of the computer programs and published specifications. The Software shall further include all subsequent improvements to either the computer programs or the related printed documentation made by either Software Firm or County.

VOL WW PB23

1.2 <u>License Fees.</u> County agrees to pay the annual amount of \$ 24,308.00 for 2009 and a like amount for 2010, in quarterly fees for each item of Software listed in the Software License Schedule attached to this Agreement as Schedule 1, and incorporated by reference the same as if fully copied and set forth at length.

1.3 <u>Limitation on License Use.</u> County agrees that it shall use each item of Software, including any subsequent updates provided under this Agreement, for its exclusive benefit. The Software may only be used in the United States of America and at the physical address specified in the introductory paragraph of this Agreement, unless Software Firm otherwise consents in writing. All copies of the Software, in whole or in part, including all updates, are the property of Software Firm. No title to or ownership of the Software or any of its parts is transferred under this Agreement to County. The County may not disassemble, recompile, break down or attempt to perform reverse engineering on the Software.

1.4 <u>Designated Hardware</u> County may use each item of licensed Software only on the Hardware that meets the guidelines set forth by the software firm, unless (i) the Hardware is malfunctioning, in which case County may use the Software on other computer hardware during the period of malfunction, or (ii) Software Firm otherwise consents in writing.

1.5 <u>Copies.</u> County may make machine-readable copies of all or part of the Software for County's internal backup use on the Hardware only. County agrees to include Software Firm's copyright, patent, trade secret, and other proprietary legend on each copy of the Software, including partial copies and modifications of the Software. At the request of County, Software Firm will provide a label to be attached to the copies setting forth the information required by this Paragraph 1.5.

1.6 <u>License Term.</u> The Software license granted in this Agreement shall remain in force for the useful life of the Software or for the minimum term of  $\underline{\text{two}}(2)$  years, January 1, 2009 thru December 31, 2010, whichever is shorter (the "License Term"), unless terminated prior to that time as provided in this Agreement. Upon expiration of the License Term specified in this Paragraph 1.6, the Software license shall automatically renew for successive minimum terms unless County gives Software Firm notice of its intention not to renew the license within ninety (90) days prior to the expiration of a term.

# ARTICLE II

#### PROPERTY RIGHTS

2.1 <u>Title to Hardware and Software.</u> Title to the Hardware and Software is reserved to Software Firm. County acknowledges and agrees that Software Firm is and shall remain the owner of the Software and any leased Hardware, and shall be the owner of all copies of the Software made by County pursuant to the provisions of this Agreement.

2.2 <u>Confidentiality of Software</u>. County acknowledges that the Software is confidential in nature and constitutes a trade secret belonging to Software Firm. County agrees to hold Software in confidence for Software Firm and not to sell, rent, license, distribute, transfer

-2-

VOL WW PB 230

or disclose the Software or its contents, including methods or ideas used in the Software, to anyone except to employees of County (taxpayers may view data), or to employees of taxing jurisdictions within the county served by the County, when disclosure to such employees is necessary to use the license granted in this Agreement. County shall instruct all persons to whom any such disclosure is made that the disclosure is confidential and that the employee must keep the software confidential by using the care and discretion that they use with other data designated by County as confidential. The confidentiality requirements of this Paragraph 2.2 shall be in effect both during the term of this Agreement and after it is terminated.

2.3 <u>Security.</u> Licensee agrees to keep the Software at a secure place, under access and use restrictions satisfactory to Software Firm. County agrees to at least implement the security precautions that it normally uses to protect its own confidential materials and information.

2.4 <u>Disclosure Is Breach</u>. County agrees that any disclosure of the Software to a third party constitutes the material breach of this Agreement and shall terminate the license granted by this Agreement. Computer terminal display of tax account information to taxpayers does not constitute disclosure.

### ARTICLE III

#### COUNTY GENERAL RESPONSIBILITIES

3.1 <u>Risk of Loss.</u> If any item of Hardware or Software is damaged, lost, or destroyed by any means for which County is responsible, County shall be liable for the expense of repairing that item, or, if repair cannot be made, for an amount equal to the replacement cost.

3.2 <u>Site Preparation and Maintenance.</u> County shall meet all of the requirements for installation of the Hardware specified in the manufacturer's installation manual, including a suitable place of installation, appropriate air conditioning and suitable electric power supply.

3.3 <u>Supplies.</u> County shall be responsible for and shall furnish all supplies consumed or required by the Hardware and Software, unless otherwise specifically stated in this Agreement. All supplies, including magnetic tapes, disks, and other storage media shall meet the Hardware manufacturer's applicable specifications.

#### 3.4 Lease / License Charges.

(a) County shall pay Software Firm, for the use of each item of Hardware and Software, the quarterly charge set forth for it in the Hardware Lease Schedule and the Software License Schedule attached to and made a part of this Agreement.

(b) Payments due Software Firm under this Agreement shall be made to Software Firm at its address in the introductory paragraph of this Agreement or to such other person and place as Software Firm may designate in writing.

VOL WW PG 235

-3-

3.5 <u>Maintenance Charges.</u> Unless otherwise provided in this Agreement, County agrees to incur and pay Hardware and Software maintenance charges, whether performed by the manufacturer or otherwise.

# 3.6 <u>Reports.</u>

(a) In the event any accident or incident arises out of the apparent or alleged improper manufacture, functioning, or operation of any item of Software and any leased Hardware, County shall notify Software Firm of each such accident or incident immediately after it occurs. That report shall identify the item of Hardware and Software and include the time, place and nature of the accident or incident, the damage, the names and addresses of any parties involved, persons injured, witnesses, and owners of any property damaged, and any other material information.

(b) County shall promptly advise Software Firm of all correspondence, papers, notices, and other documents of any kind that County receives in connection with any claim or demand involving or relating to any alleged improper manufacture, functioning or operation of any item of Hardware and Software. County and its employees shall aid in the investigation and defense of all such claims and in the recovery of damages from any third persons liable for the claims.

(c) When reasonably requested by Software Firm, County shall permit persons designated by Software Firm to examine each item of Software and any leased Hardware.

#### ARTICLE IV

#### SOFTWARE FIRM'S GENERAL RESPONSIBILITIES

# 4.1 <u>Warranty of Title.</u>

(a) Software Firm warrants that it has good title to the Hardware and Software and the right to lease and/or license it to County free of any proprietary rights or any encumbrance of any other party.

(b) Software Firm shall defend County against any and all claims that the Hardware, Software or County's use of same under this Agreement violates the trade secret, trademark, copyright, patent, or other proprietary right of any other party. Software Firm shall indemnify and hold County harmless from any liability for damage, cost or other loss incurred by County in connection with any such claim. County shall notify Software Firm of the assertion of any such claim and shall cooperate with Software Firm in the investigation and resolution of the claim. HOWEVER, SOFTWARE FIRM SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT.

VOI WW PR 236

-4-

(c) Software Firm shall not indemnify County against any claim or liability based on County's modification or conversion of Hardware and/or Software or the subsequent use of that modification or conversion.

4.2 <u>Warranty Disclaimer.</u> EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SOFTWARE FIRM MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED. BY ITS LEASE OF THE HARDWARE AND ITS LICENSE OF THE SOFTWARE, SOFTWARE FIRM SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE MERCHANTABILITY, FITNESS, DESIGN, CONDITION, OR QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE HARDWARE AND/OR SOFTWARE.

4.3 <u>Delivery of Hardware and Software.</u> Software Firm shall deliver the Hardware, one copy of the computer program portion of the Software and <u>one (1)</u> copy of the printed portion of the Software to County.

4.4 <u>Installation Services.</u> Software Firm shall assist in the installation of the Software and any leased Hardware. Technical Services shall be provided by Software Firm in connection with the installation of the Software at County's site for <u>three (3)</u> days at no charge.

4.5 <u>Training</u>. Software Firm shall provide <u>five (5)</u> days of technical orientation and training for all of County's computer operations employees. Training and orientation shall be provided at the Software Firm's place of business.

4.6 <u>Technical Support.</u> Software Firm shall provide additional technical support services to County on request and as available at the rate of FIFTY FIVE DOLLARS (\$<u>55.00</u>) per hour, including travel time, plus cost of travel, such as tolls, parking, out-of-pocket costs, and mileage at the rate of FIFTY AND ONE HALF CENTS (<u>\$0.505</u>) per mile or the current IRS standard mileage rate.

Programming Travel time and associated out-of-pocket costs. Mileage will be charged at the rate of \$ 0.505 per mile or the current IRS standard mileage rate.	\$ 75.00/hr
System Analyst Travel time and associated out-of-pocket costs. Mileage will be charged at the rate of \$ 0.505 per mile or the current IRS standard mileage rate.	\$ 85.00/hr
 Customer training Per diem includes travel and out-of-pocket charges.	\$ 500.00/day

4.7 Software Firm agrees to provided County the following:

(a) Updates required by changes in Property Tax code, tax law, or

VOL WW PG 237

-5-

#### (b) All program changes / enhancements made by Software Firm.

4.8 Should Software Firm sell the business County has the option to terminate this lease. Software Firm will give County 90 days written notice of intent to sell.

#### ARTICLE V

#### **TERMINATION**

5.1 <u>Cause for Termination</u>. The lease pursuant to, and/or the license granted in, this Agreement shall be terminated automatically and without further notice upon the occurrence of any of the following events:

(i) Expiration of the term specified in Paragraph 1.6 of this Agreement or of any automatic renewal term as specified under said paragraphs;

(ii) Subject to the provisions of Paragraphs 2.2 and 2.4, disclosure by County of the Software to a third party, whether directly or indirectly and whether inadvertently or purposefully;

(iii) Refusal by County to pay any periodic fee or other charge provided for in this Agreement;

- (iv) Cessation of business by County or Software Firm; or
- (v) Commission by County of an event of default as defined in Paragraph 5.4

below.

5.2 <u>Optional Termination by County.</u> Should Software Firm fail to cure defects in the Hardware or Software within 90 days of written notice of same by County, County may terminate this Agreement.

5.3 <u>Events of Default.</u> County commits an event of default under this Agreement, and the lease and/or license granted under this Agreement shall terminate, if any of the following occur:

(i) County attempts to use, copy, license, or convey the Software in any manner contrary to the terms of this Agreement, or in derogation of Software Firm's proprietary rights in the Software; or

(ii) County fails and neglects to perform or observe any of its existing or future obligations under this Agreement, including, without limitation, timely payment of any sums due Software Firm within ten (10) days after notice that payment is delinquent.

5.4 <u>Effect of Termination</u>. County agrees that immediately on termination under Paragraph 5.1, it shall immediately return all Hardware, Software and all copies of Software to

-6-

VOL WW PG 238

Software Firm, certify to Software Firm that it has retained no copies of the Software, and acknowledge that it may no longer use the Software. County further agrees that in the event of termination through its default, all fees or charges due for the remaining term of this Agreement shall immediately become due and payable. Upon termination of the lease and/or license granted under this Agreement, Software Firm's obligations under this Agreement shall cease. Notwithstanding any other provision of this Agreement to the contrary, the obligations of County under Paragraph 2.2 shall survive any termination of this Agreement.

### ARTICLE VI

### **GENERAL PROVISIONS**

6.1 <u>Assignment.</u> County shall not assign or otherwise transfer its rights under this Agreement or the Hardware and Software obtained pursuant to this Agreement without the prior written consent of Software Firm. Any attempt to make such an assignment without Software Firm's consent shall be void.

6.2 <u>Governing Law.</u> The parties acknowledge that this Agreement has been made in Texas and agree that it shall be construed pursuant to the laws of the State of Texas.

6.3 <u>Notices.</u> Any notice required or permitted by this Agreement to be given to either party shall be deemed to have been given if in writing and delivered personally or mailed by first-class, registered or certified mail, postage prepaid and addressed to the respective addresses specified in the introductory paragraph of this Agreement, or at such other address that either party may have designated as the address of such party or such purpose.

6.4 <u>Attorneys' Fees.</u> If any legal proceeding is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

6.5 <u>Severability.</u> If any part of this Agreement is declared to be invalid by any court of competent jurisdiction, that part of the Agreement shall be severed from this Agreement and the remainder of this Agreement shall remain in full force and effect.

6.6 <u>Non-Waiver</u>. The parties agree that a waiver of a breach or default under this Agreement shall not constitute a waiver of any subsequent breach or default. The parties also agree that no failure to exercise or delay in exercising any right under this Agreement on the part of either party shall operate as a waiver of the right.

6.7 <u>Amendments.</u> This Agreement shall be modified only by a written agreement executed by the persons authorized to execute agreements on behalf of the parties.

6.8 <u>Valid Agreement.</u> By their execution of this Agreement, each party hereby represents and warrants that it is authorized by proper action to enter into and execute this Agreement. Additionally, the Tax Assessor Collector for the County approves this Agreement by his/her signature below.

VOL WW PG 239

-7-

6.9 <u>Amendment in Certain Events.</u> There exists a possibility the Texas Legislature will enact changes in the Property Tax Code which could affect this Agreement. Should that occur, the parties will re-examine this Agreement and renegotiate same, if necessary. Further, should there be a judicial interpretation of the Property Tax Code which effects the legality or validity of any portion of this Agreement, the parties will re-examine this Agreement and renegotiate same, if necessary.

-8-

VOL WW PB 240

this

. •

IN WITNESS WHEREOF, \_\_\_\_\_\_ day of \_\_\_\_\_\_ the parties have executed this Agreement to be effective

SABINE COUNTY

Charles E. Watson

Software Firm:

PRITCHARD & ABBOTT, INC.

M Bunt By:

Printed Name: Kevin McBurnett Title: Information Services Manager

**APPROVED BY:** 

Tax Assessor-Collector Sabine County

VOL WW PG 241

-9-

# SABINE COUNTY

# **SCHEDULE** 1

COLLECTION SOFTWARE: Software provides the ability to post current and delinquent taxdes: 1-800 Customer Service Support; Admission to User Meetings; Generate Monthly Reports; Provide daily, weekly summary totals; Error & Supplemental Reports; Print Supplemental Reports; Print Receipts on demand; 1 copy of 2 <sup>nd</sup> Notice Statements; 1 copy of Posted Tax Roll; No charge for convert of Appraisal District tape	2009-2010 ANNUAL FEE \$ 6,000.00
SOFTWARE LICENSE FEE	\$ 3,500.00
PC HARDWARE 1 Host Tax Office Data in Fort Worthj; 6 Dell PC's; 2 Laser Printers; 1 Ethernet Network; 1 HP laserjet 4200 DTN	\$ 9,100.00
PRINT CURRENT TAXROLLS AND STATEMENTS: Software for Taxrolls & Statements; 2 Copies of Taxroll; 1 Copy of Non-Detachable Tax Statements. (19028 items @ \$.30 per item)	\$ 5,708.00
TOTAL ANNUAL FEE	\$ 24,308.00

The annual fee of \$ 24,308.00 shall be made in quarterly payments per year as follows:

\$ 6,077.00	in February, 2009, 2010
\$ 6,077.00	in May, 2009,2010
\$ 6,077.00	in August, 2009,2010
\$ 6,077.00	in November, 2009,2010

VOL WW PG 242

-10-

### COMPUTER SYSTEM LEASE / LICENSE AGREEMENT January 1, 2009 - December 31, 2010

# STATE OF TEXAS §

### COUNTY OF SABINE §

THIS COMPUTER SYSTEM LEASE / LICENSE AGREEMENT (the "Agreement") is made and entered into by and between <u>SABINE COUNTY, HEMPHILL TEXAS</u> acting by and through its governing body, the Commissioners Court (hereinafter referred to as the "County"), and PRITCHARD & ABBOTT, INC. VALUATION CONSULTANTS, a professional appraisal firm, 4900 Overton Commons Court, Fort Worth, Tarrant County, Texas, 76132 (hereinafter referred to as "Software Firm"),

WHEREAS, County desires to lease certain computer hardware, and obtain a license for use of certain computer software, from the Software Firm; and

WHEREAS, the Software Firm is willing to lease and license the desired computer hardware/software on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which being hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I

# SOFTWARE LICENSE

### 1.1 License Agreement.

(a) Software Firm agrees to grant to County, and County accepts, a nonexclusive and nontransferable license to use those computer programs and related materials specified in this Agreement and referred to as the "Software".

(b) The Software shall consist of computer programs of Software Firm designated as Software Firm's Collection Software embodied in <u>200 MEG</u> (size) disk, designed to perform tax collection functions pursuant to Software Firm's published specifications. The Software shall also include printed materials consisting of all related printed documentation, including manuals covering the installation, application, and use of the computer programs and published specifications. The Software shall further include all subsequent improvements to either the computer programs or the related printed documentation made by either Software Firm or County.

VAI WW PA243

1.2 <u>License Fees.</u> County agrees to pay the annual amount of \$ 24,308.00 for 2009 and a like amount for 2010, in quarterly fees for each item of Software listed in the Software License Schedule attached to this Agreement as Schedule 1, and incorporated by reference the same as if fully copied and set forth at length.

1.3 <u>Limitation on License Use.</u> County agrees that it shall use each item of Software, including any subsequent updates provided under this Agreement, for its exclusive benefit. The Software may only be used in the United States of America and at the physical address specified in the introductory paragraph of this Agreement, unless Software Firm otherwise consents in writing. All copies of the Software, in whole or in part, including all updates, are the property of Software Firm. No title to or ownership of the Software or any of its parts is transferred under this Agreement to County. The County may not disassemble, recompile, break down or attempt to perform reverse engineering on the Software.

1.4 <u>Designated Hardware</u> County may use each item of licensed Software only on the Hardware that meets the guidelines set forth by the software firm, unless (i) the Hardware is malfunctioning, in which case County may use the Software on other computer hardware during the period of malfunction, or (ii) Software Firm otherwise consents in writing.

1.5 <u>Copies.</u> County may make machine-readable copies of all or part of the Software for County's internal backup use on the Hardware only. County agrees to include Software Firm's copyright, patent, trade secret, and other proprietary legend on each copy of the Software, including partial copies and modifications of the Software. At the request of County, Software Firm will provide a label to be attached to the copies setting forth the information required by this Paragraph 1.5.

1.6 <u>License Term.</u> The Software license granted in this Agreement shall remain in force for the useful life of the Software or for the minimum term of <u>two (2)</u> years, January 1, 2009 thru December 31, 2010, whichever is shorter (the "License Term"), unless terminated prior to that time as provided in this Agreement. Upon expiration of the License Term specified in this Paragraph 1.6, the Software license shall automatically renew for successive minimum terms unless County gives Software Firm notice of its intention not to renew the license within ninety (90) days prior to the expiration of a term.

### ARTICLE II

#### PROPERTY RIGHTS

2.1 <u>Title to Hardware and Software.</u> Title to the Hardware and Software is reserved to Software Firm. County acknowledges and agrees that Software Firm is and shall remain the owner of the Software and any leased Hardware, and shall be the owner of all copies of the Software made by County pursuant to the provisions of this Agreement.

2.2 <u>Confidentiality of Software</u>. County acknowledges that the Software is confidential in nature and constitutes a trade secret belonging to Software Firm. County agrees to hold Software in confidence for Software Firm and not to sell, rent, license, distribute, transfer

-2-

VOL WW PG 244

or disclose the Software or its contents, including methods or ideas used in the Software, to anyone except to employees of County (taxpayers may view data), or to employees of taxing jurisdictions within the county served by the County, when disclosure to such employees is necessary to use the license granted in this Agreement. County shall instruct all persons to whom any such disclosure is made that the disclosure is confidential and that the employee must keep the software confidential by using the care and discretion that they use with other data designated by County as confidential. The confidentiality requirements of this Paragraph 2.2 shall be in effect both during the term of this Agreement and after it is terminated.

2.3 <u>Security</u>. Licensee agrees to keep the Software at a secure place, under access and use restrictions satisfactory to Software Firm. County agrees to at least implement the security precautions that it normally uses to protect its own confidential materials and information.

2.4 <u>Disclosure Is Breach</u>. County agrees that any disclosure of the Software to a third party constitutes the material breach of this Agreement and shall terminate the license granted by this Agreement. Computer terminal display of tax account information to taxpayers does not constitute disclosure.

### ARTICLE III

#### COUNTY GENERAL RESPONSIBILITIES

3.1 <u>Risk of Loss.</u> If any item of Hardware or Software is damaged, lost, or destroyed by any means for which County is responsible, County shall be liable for the expense of repairing that item, or, if repair cannot be made, for an amount equal to the replacement cost.

3.2 <u>Site Preparation and Maintenance.</u> County shall meet all of the requirements for installation of the Hardware specified in the manufacturer's installation manual, including a suitable place of installation, appropriate air conditioning and suitable electric power supply.

3.3 <u>Supplies.</u> County shall be responsible for and shall furnish all supplies consumed or required by the Hardware and Software, unless otherwise specifically stated in this Agreement. All supplies, including magnetic tapes, disks, and other storage media shall meet the Hardware manufacturer's applicable specifications.

#### 3.4 Lease / License Charges.

(a) County shall pay Software Firm, for the use of each item of Hardware and Software, the quarterly charge set forth for it in the Hardware Lease Schedule and the Software License Schedule attached to and made a part of this Agreement.

(b) Payments due Software Firm under this Agreement shall be made to Software Firm at its address in the introductory paragraph of this Agreement or to such other person and place as Software Firm may designate in writing.

VA WW PR 245

-3-

3.5 <u>Maintenance Charges.</u> Unless otherwise provided in this Agreement, County agrees to incur and pay Hardware and Software maintenance charges, whether performed by the manufacturer or otherwise.

# 3.6 <u>Reports.</u>

(a) In the event any accident or incident arises out of the apparent or alleged improper manufacture, functioning, or operation of any item of Software and any leased Hardware, County shall notify Software Firm of each such accident or incident immediately after it occurs. That report shall identify the item of Hardware and Software and include the time, place and nature of the accident or incident, the damage, the names and addresses of any parties involved, persons injured, witnesses, and owners of any property damaged, and any other material information.

(b) County shall promptly advise Software Firm of all correspondence, papers, notices, and other documents of any kind that County receives in connection with any claim or demand involving or relating to any alleged improper manufacture, functioning or operation of any item of Hardware and Software. County and its employees shall aid in the investigation and defense of all such claims and in the recovery of damages from any third persons liable for the claims.

(c) When reasonably requested by Software Firm, County shall permit persons designated by Software Firm to examine each item of Software and any leased Hardware.

#### ARTICLE IV

#### SOFTWARE FIRM'S GENERAL RESPONSIBILITIES

#### 4.1 <u>Warranty of Title.</u>

(a) Software Firm warrants that it has good title to the Hardware and Software and the right to lease and/or license it to County free of any proprietary rights or any encumbrance of any other party.

(b) Software Firm shall defend County against any and all claims that the Hardware, Software or County's use of same under this Agreement violates the trade secret, trademark, copyright, patent, or other proprietary right of any other party. Software Firm shall indemnify and hold County harmless from any liability for damage, cost or other loss incurred by County in connection with any such claim. County shall notify Software Firm of the assertion of any such claim and shall cooperate with Software Firm in the investigation and resolution of the claim. HOWEVER, SOFTWARE FIRM SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT.

VOL INW PB 246

4\_

(c) Software Firm shall not indemnify County against any claim or liability based on County's modification or conversion of Hardware and/or Software or the subsequent use of that modification or conversion.

4.2 Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SOFTWARE FIRM MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED. BY ITS LEASE OF THE HARDWARE AND ITS LICENSE OF THE SOFTWARE, SOFTWARE FIRM SHALL NOT BE DEEMED TO HAVE MADE ANY **REPRESENTATION OR** WARRANTY RESPECT WITH TO THE MERCHANTABILITY, FITNESS, DESIGN, CONDITION, OR QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE HARDWARE AND/OR SOFTWARE.

4.3 Delivery of Hardware and Software. Software Firm shall deliver the Hardware. one copy of the computer program portion of the Software and one (1) copy of the printed portion of the Software to County.

4.4 Installation Services. Software Firm shall assist in the installation of the Software and any leased Hardware. Technical Services shall be provided by Software Firm in connection with the installation of the Software at County's site for three (3) days at no charge.

4.5 Training. Software Firm shall provide five (5) days of technical orientation and training for all of County's computer operations employees. Training and orientation shall be provided at the Software Firm's place of business.

4.6 Technical Support. Software Firm shall provide additional technical support services to County on request and as available at the rate of FIFTY FIVE DOLLARS (\$ 55.00) per hour, including travel time, plus cost of travel, such as tolls, parking, out-of-pocket costs, and mileage at the rate of FIFTY AND ONE HALF CENTS (\$ 0.505) per mile or the current IRS standard mileage rate.

Programming	\$ 75.00/hr	
Travel time and associated out-of-pocket costs.		
Mileage will be charged at the rate of \$ 0.505 per		
mile or the current IRS standard mileage rate.		
System Analyst	\$ 85.00/hr	
Travel time and associated out-of-pocket costs.		
Mileage will be charged at the rate of \$ 0.505 per		
mile or the current IRS standard mileage rate.		
Customer training	\$ 500.00/day	

Per diem includes travel and out-of-pocket charges. 4.7 Software Firm agrees to provided County the following:

Updates required by changes in Property Tax code, tax law, or (a)

VOI WW PR 2'

-5-

### (b) All program changes / enhancements made by Software Firm.

4.8 Should Software Firm sell the business County has the option to terminate this lease. Software Firm will give County 90 days written notice of intent to sell.

### ARTICLE V

### **TERMINATION**

5.1 <u>Cause for Termination</u>. The lease pursuant to, and/or the license granted in, this Agreement shall be terminated automatically and without further notice upon the occurrence of any of the following events:

(i) Expiration of the term specified in Paragraph 1.6 of this Agreement or of any automatic renewal term as specified under said paragraphs;

(ii) Subject to the provisions of Paragraphs 2.2 and 2.4, disclosure by County of the Software to a third party, whether directly or indirectly and whether inadvertently or purposefully;

(iii) Refusal by County to pay any periodic fee or other charge provided for in this Agreement;

(iv) Cessation of business by County or Software Firm; or

(v) Commission by County of an event of default as defined in Paragraph 5.4

below.

5.2 <u>Optional Termination by County.</u> Should Software Firm fail to cure defects in the Hardware or Software within 90 days of written notice of same by County, County may terminate this Agreement.

5.3 <u>Events of Default.</u> County commits an event of default under this Agreement, and the lease and/or license granted under this Agreement shall terminate, if any of the following occur:

(i) County attempts to use, copy, license, or convey the Software in any manner contrary to the terms of this Agreement, or in derogation of Software Firm's proprietary rights in the Software; or

(ii) County fails and neglects to perform or observe any of its existing or future obligations under this Agreement, including, without limitation, timely payment of any sums due Software Firm within ten (10) days after notice that payment is delinquent.

5.4 <u>Effect of Termination</u>. County agrees that immediately on termination under Paragraph 5.1, it shall immediately return all Hardware, Software and all copies of Software to

-6-

VOL WW PB 248

Software Firm, certify to Software Firm that it has retained no copies of the Software, and acknowledge that it may no longer use the Software. County further agrees that in the event of termination through its default, all fees or charges due for the remaining term of this Agreement shall immediately become due and payable. Upon termination of the lease and/or license granted under this Agreement, Software Firm's obligations under this Agreement shall cease. Notwithstanding any other provision of this Agreement to the contrary, the obligations of County under Paragraph 2.2 shall survive any termination of this Agreement.

### ARTICLE VI

### **GENERAL PROVISIONS**

6.1 <u>Assignment.</u> County shall not assign or otherwise transfer its rights under this Agreement or the Hardware and Software obtained pursuant to this Agreement without the prior written consent of Software Firm. Any attempt to make such an assignment without Software Firm's consent shall be void.

6.2 <u>Governing Law.</u> The parties acknowledge that this Agreement has been made in Texas and agree that it shall be construed pursuant to the laws of the State of Texas.

6.3 <u>Notices.</u> Any notice required or permitted by this Agreement to be given to either party shall be deemed to have been given if in writing and delivered personally or mailed by first-class, registered or certified mail, postage prepaid and addressed to the respective addresses specified in the introductory paragraph of this Agreement, or at such other address that either party may have designated as the address of such party or such purpose.

6.4 <u>Attorneys' Fees.</u> If any legal proceeding is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

6.5 <u>Severability</u>. If any part of this Agreement is declared to be invalid by any court of competent jurisdiction, that part of the Agreement shall be severed from this Agreement and the remainder of this Agreement shall remain in full force and effect.

6.6 <u>Non-Waiver</u>. The parties agree that a waiver of a breach or default under this Agreement shall not constitute a waiver of any subsequent breach or default. The parties also agree that no failure to exercise or delay in exercising any right under this Agreement on the part of either party shall operate as a waiver of the right.

6.7 <u>Amendments.</u> This Agreement shall be modified only by a written agreement executed by the persons authorized to execute agreements on behalf of the parties.

6.8 <u>Valid Agreement</u>. By their execution of this Agreement, each party hereby represents and warrants that it is authorized by proper action to enter into and execute this Agreement. Additionally, the Tax Assessor Collector for the County approves this Agreement by his/her signature below.

-7-

VOI VVV PR 24

6.9 <u>Amendment in Certain Events.</u> There exists a possibility the Texas Legislature will enact changes in the Property Tax Code which could affect this Agreement. Should that occur, the parties will re-examine this Agreement and renegotiate same, if necessary. Further, should there be a judicial interpretation of the Property Tax Code which effects the legality or validity of any portion of this Agreement, the parties will re-examine this Agreement and renegotiate same, if necessary.

VOL WW PB 250

-8-

this

\_day of \_

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective 

SABINE COUNTY

Charles E. Watson

Software Firm:

PRITCHARD & ABBOTT, INC.

Kein M Sunes By: \_

Printed Name: Kevin McBurnett Title: Information Services Manager

**APPROVED BY:** 

Tax Assessor-Collector Sabine County

VOL WW PB 251

# **SABINE COUNTY**

# **SCHEDULE** 1

COLLECTION SOFTWARE: Software provides the ability to post current and delinquent taxdes: 1-800 Customer Service Support; Admission to User Meetings; Generate Monthly Reports; Provide daily, weekly summary totals; Error & Supplemental Reports; Print Supplemental Reports; Print Receipts on demand; 1 copy of 2 <sup>nd</sup> Notice Statements; 1 copy of Posted Tax Roll; No charge for convert of Appraisal District tape	2009-2010 ANNUAL FEE \$ 6,000.00
SOFTWARE LICENSE FEE	\$ 3,500.00
PC HARDWARE 1 Host Tax Office Data in Fort Worthj; 6 Dell PC's; 2 Laser Printers; 1 Ethernet Network; 1 HP laserjet 4200 DTN	\$ 9,100.00
PRINT CURRENT TAXROLLS AND STATEMENTS: Software for Taxrolls & Statements; 2 Copies of Taxroll; 1 Copy of Non-Detachable Tax Statements. (19028 items @ \$.30 per item)	\$ 5,708.00
TOTAL ANNUAL FEE	\$ 24,308.00

The annual fee of \$ 24,308.00 shall be made in quarterly payments per year as follows:

\$ 6,077.00	in February, 2009, 2010
\$ 6,077.00	in May, 2009,2010
\$ 6,077.00	in August, 2009,2010
\$ 6,077.00	in November, 2009,2010

.

VOL WWPB 252

-10-

# **ORDER OF THE COMMISSIONERS COURT**

On this Monday, the 23<sup>rd</sup> day of June, 2008, the Sabine County Commissioner's Court met in regular session and pursuant to Agenda item #4, with notice duly given, and chapter 105 of the Texas Alcoholic Beverage Code the Commissioner's Court unanimously approved this order to allow Bar Cheers to extend its hours of operations for the sale of mixed beverages between 7:00 a.m. and 2:00 a.m. on any day except Sunday and on Sunday between midnight and 2:00 a.m. and other times as provided in the Texas Alcoholic Beverage Code.

E. Watson

County Judge, Charles Watson

County Commissioner, Keith Clark

County Commissioner, Jimmy McDaniel

commissioner, e Dickerson

County Commissioner, Fayne Warner

Attest: County Clerk

THAT THE

VOI WWPR 253