Monday, July 25, 2011, the Sabine County Commissioners' 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 Pastor Digmon led the Court in prayer.

AGENDA ITEM \#1- General Business
Commissioner Clark moved to approve the minutes as written for the July $11^{\text {th }}$ regular, July $18^{\text {th }}$ special, July $18^{\text {th }}$ public hearing and July $19^{\text {th }}$ budget workshop sessions of Court. Commissioner McDaniel seconded. All voted for. Motion carried.

AGENDA ITEM \#2- Approve Reports
Commissioner Clark moved to accept the reports from the Treasurer and the Agri Life Extension Agent. Commissioner Warner seconded. All voted for. Motion carried.

AGENDA ITEM \#3- Budget Amendments
No budget amendments were submitted.

## AGENDA ITEM \#4- Line Item Transfers

Commissioner Clark moved to approve the line item transfer for R\&B Precinct 2. Commissioner Warner seconded. All voted for. Motion carried. See attached copy.

AGENDA ITEM \#5- Discuss with possible action on TDRA Ike Projects contract awards

Kevin Gee with Goodwin-Lassiter, Inc. presented a letter of recommendation for awards to the following:

Package A-Pinnacle Materials, Inc. \$109,410.00
Package B-Mathews Const./APAC-Texas, Inc. \$207,405.00
Package C-Rural Pipe \& Supply \$ 2,458.80

Commissioner McDaniel moved to approve the recommendation and award the contracts as recommended. Commissioner Warner seconded. All voted for. Motion carried. See attached copy of recommendation.

Another portion of the Ike Disaster Recovery DRS 010160 projects is a generator for Timberland Water System. Kevin Gee presented a letter of recommendation for this also. The recommendation is to award the contract to Duplichain Contractors, LLP.

Commissioner McDaniel moved to approve the recommendation and award the contract to Duplichain Contractors, LLP. Commissioner Dickerson seconded. All voted for. Motion carried. See attached copy of letter of recommendation with all bids listed.

AGENDA ITEM \#6- Discuss with possible action on County Health insurance renewal

Tricia Jacks, County Treasurer, said it is time to renew our health insurance. She stated that our current carrier, TAC, said there is a 5.9 percent increase which will equal out to about $\$ 32.00$ per person per month. This would equal out to approximately $\$ 20,568.00$ a year increase. TAC is offering a renewal credit of $\$ 22,359.00$. She said we have good insurance with TAC and our representative has always helped when we needed it. She recommended staying with TAC. If we don't stay with TAC, we will have to go out for bids.

Commissioner Dickerson moved to continue our health insurance coverage with TAC. Commissioner Warner seconded. All voted for. Motion carried. See attached copy.

AGENDA ITEM \#7- Discuss with possible action on renewal of Irterlocal Agreement for E 9-1-1 Automatic Location Maintenance Services with DETCOG at 911 Coordinator's office

AND
AGENDA ITEM \#8- Discuss with possible action on renewal of Irterlocal Agreement for E 9-1-1 Public Safety Answer Point Services with DETCOG at Sheriff's office

Commissioner McDaniel moved to approve the renewal of the Interlocal Agreements with DETCOG for the 911 Coordinator's office and the Sheriff's office. Commissioner Dickerson seconded. All voted for. Motion carried. See attached copies.

AGENDA ITEM \#9- Discuss with possible action on request from Constable Pct. \#1, Chad Murray

Chad Murray, Constable of Precinct 1, asked the Court for authorization for appointment of up to 2 Reserve Constables.


Judge Watson moved to not give the Court's authorization. Commissioner Clark seconded. All voted for. Motion carried. See attached copy.

AGENDA ITEM \#10- Discuss with possible action on Order Adopting Redistricting Plan

Mr. Lloyd, 911 Administrator, said there were some last minute minimum changes and Allison-Bass are redrawing the plat with the changes included. This new plan will be Plan 5B. He said this brings the maintained road mileage to 82.2 miles for precinct 1,100 miles each for precincts 2 and 3 and 119 miles for precinct 4.

Commissioner Dickerson moved to approve the Order Adopting Plan 5B for Redistricting. Commissioner Warner seconded. All voted for. Motion carried.

AGENDA ITEM \#11- Discuss with possible action to pay off loan notes for Precincts 2,3 and 4

Commissioner McDaniel, precinct 2, said his was approved at the special meeting on July 18, 2011 and the line item transfer approved today is for the payoff.

Commissioner Dickerson moved to approve the pay-off of loan notes for precincts 3 and 4. Commissioner Warner seconded. All voted for. Motion carried.

AGENDA ITEM \#12-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.


CHARLES WATSON
 KEITH CLARK
 DOYLE DICKERSON

pAYNE WARNER


ATTEST: COUNTY CLERK


$$
\text { yol } 3-B_{2} \mathrm{PG} 530
$$



| Invoise Number <br> Description |
| :--- |

[^0]

[^1]| Invoice Number Description $\quad$ Inv.Date | Tms.Date Due.Date Account | Amount | Discount | Amount Paid | Check Date Check Number | Bank | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 127507 06/14/11 | 07/22/11 07/29/11 |  |  |  |  |  |  |
| VAREITY PAC SACK CHIPS | 6542.560 | \$6.99 |  |  |  |  | \$6.99 |
| SMOKED SAUSAGE | 6542.560 | \$19.59 |  |  |  |  | \$19.59 |
| HYTOP SALE \& PEPPER, SUGAR FREE KOOLAID | 6542.560 | \$9.36 |  |  | (1) |  | \$9.36 |
| MIRACLE WHIP \& JALAPENO PEPPERS | 6542.560 | \$10.48 |  |  | 1 |  | \$10.48 |
| HYTOP RICE | 6542.560 | \$2.79 |  |  |  |  | \$2.79 |
| CANDY AND COOKIES | 6542.560 | \$14.64 |  |  | $\bigcirc$ |  | \$14.64 |
| BANANAS | 6542.560 | \$1.64 |  |  |  |  | \$1.64 |
|  | INVOICE 127507 TOTALS: | \$65.49 | \$0.00 | \$0.00 |  |  | \$65.49 |
| 127538 06/14111 | 07/22/11 07/29/11 |  |  |  | 1 |  |  |
| LARGE WHITE BREAD | 6542.560 | \$11.90 |  |  | $\cdots$ |  | \$11.90 |
| GRAPE AND TROPICAL PUNCH | 6542.560 | \$6.77 |  |  |  |  | \$6.77 |
| RUSSELL STOVER CANDY | 6542.560 | \$6.00 |  |  | 0 |  | \$6.00 |
| VARIETY PAC SACK CHIPS | 6542.560 | \$27.96 |  |  | $\pm$ |  | \$27.96 |
| BUTTERMILK, EGGS, CHEESE | 6542.560 | \$22.29 |  |  |  |  | \$22.29 |
| CORN MEAL AND SUGAR | 6542.560 | \$9.04 |  |  |  |  | \$9.04 |
| ZIPLOC QUART FREEZER BAGS | 6542.560 | \$9.30 |  |  |  |  | \$9.30 |
| cleaning item | 6313.560 | \$4.58 |  |  |  |  | \$4.58 |
|  | INVOICE 127538 TOTALS: | \$97.84 | \$0.00 | \$0.00 |  |  | \$97.84 |
| 127550 06/17/11 | 07/22/11 08/01/11 |  |  |  |  |  |  |
| CHEESE AND EGGS | 6542.560 | \$16.31 |  |  |  |  | \$16.31 |
| COOKIES AND CHIPS | 6542.560 | \$18.36 |  |  |  |  | \$18.36 |
| MILK AND PUNCH | 6542.560 | \$13.45 |  |  |  |  | \$13.45 |
| CHinet PLATES | 6542.560 | \$12.38 |  |  |  |  | \$12.38 |
| SUGAR | 6542.560 | \$6.69 |  |  |  |  | \$6.69 |
| BREAD | 6542.560 | \$8.33 |  |  |  |  | \$8.33 |
| FOIL | 6542.560 | \$2.38 |  |  |  |  | \$2.38 |
| HAM HOCKS AND SAUSAGE | 6542.560 | \$15.03 |  |  |  |  | \$15.03 |
| ALLERGY RELIEF | 6542.560 | \$4.29 |  |  |  |  | \$4.29 |
|  | INVOICE 127550 TOTALS: | \$97.22 | \$0.00 | \$0.00 |  |  | \$97.22 |
| 143351 06/17/11 | 07/22/11 08/01/11 |  |  |  |  |  |  |
| VARIETY PACK SACK CHIPS | 6542.560 | \$13.98 |  |  |  |  | \$13.98 |
| RUSSELL STOVER CANDY | 6542.560 | \$9.98 |  |  |  |  | \$9.98 |
| MINUTE RICE, BREAD, CORNBREAD MIX | MX 6542.560 | \$17.29 |  |  |  |  | \$17.29 |
| COOKIE AND CAKE FROSTING | 6542.560 | \$11.94 |  |  |  |  | \$11.94 |
| PICKLES AND SMOKED SAUSAGE | 6542.560 | \$13.67 |  |  |  |  | \$13.67 |



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*     - Denotes Voided Check Entries

| 07/22 111 5.06:13 PM |  |  | GENERAL FUND |  |  |  |  | Page: 7 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 5.06.13 PM AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail) |  |  |  |  |  |  |  |  |
| Ledger as of : 7/25/2011 |  |  |  |  |  |  |  |  |
| Invoice Number <br> Description$\quad$ Inv.Date | Trns. Date Accou | Due. Date | Amount | Discount | Amount Paid | Check Date Check Number | Bank | Balance |
| $24 \times 32$ WHT SUPERTUFF LINER 500 | 6310.4 |  | \$54.10 |  |  |  |  | \$54.10 |
| 60 GAL BLACK LOW-D LINER | 6310.4 |  | \$99.88 |  |  | $\bigcirc$ |  | 599.88 |
| WHT TOLL TOWEL 1.75 | 6310.4 |  | \$55.25 |  |  |  |  | \$55.25 |
|  |  | INVOICE 255610 TOTALS: | \$209.23 | 50.00 | \$0.00 | , |  | \$209.23 |
|  | DIX | E PAPER COMPANY TOTALS: | \$304.34 | \$0.00 | \$0.00 |  |  | \$304.34 |
| FACO FAITH COMMUNICATIONS |  |  |  |  |  |  |  |  |
| 541816 O6/29/11 0 | 07/22/11 | 0813311 |  |  |  |  |  |  |
| INSTALL SIREN | 6452.5 |  | \$89.00 |  |  | O |  | \$89.00 |
| INSTALL SWITCH BOX | 6452.5 |  | \$59.00 |  |  | 1 |  | \$59.00 |
| Remove siren | 6452.5 |  | \$35.00 |  |  | $N$ |  | \$35.00 |
| STAR 100 W SIREN W/PA FULL | 6452.5 |  | \$135.00 |  |  |  |  | \$135.00 |
| ABLE 2.7 POS SWICH BOX W CREDITWRIGHT CHRYSLER CHARGES | 6452.5 |  | \$175.00 |  |  |  | 5 | \$175.00 |
|  | 6452.5 |  | (5378.00) |  |  |  |  | (\$378.00) |
|  | INVOICE 541616 TOTALS: |  | \$115.00 | \$0.00 | 50.00 |  |  | \$115.00 |
| FAITH COMMUNICATIONS TOTALS: |  |  | \$115.00 | \$0.00 | \$0.00 |  |  | \$115.00 |
| FJdj Juvenile probation department |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| OPERATING FUNDS FOR THE 2010-2011 YR | 1 6551.5 |  | \$12,556.00 |  |  |  |  | \$12,556.00 |
|  |  | InNOICE 7/18/2011 TOTALS: | \$12,556.00 | 50.00 | \$0.00 |  |  | \$12,556.00 |
| Juvenile probation department totals: |  |  | \$12,556.00 | \$0.00 | \$0.00 |  |  | \$12,556.00 |
| FLSE Fleet services |  |  |  |  |  |  |  |  |
| 000009 06/06/11 | 07/22/11 | 07/21/11 |  |  |  |  |  |  |
| 18.466 GALLONS OF DIESEL | 6335.5 |  | \$72.00 |  |  |  |  | \$72.00 |
| EXEMPTED TAXES | 6335.56 |  | (\$4.49) |  |  |  |  | (\$4.49) |
|  |  | INVOICE 000009 TOTALS: | \$67.51 | \$0.00 | \$0.00 |  |  | \$67.51 |
| 92126039 06/09/1110.401 GALLONS OF DIESELEXEMPTED TAXES | 0772211 | 07/2411 |  |  |  |  |  |  |
|  | 6335.5 |  | \$38.89 |  |  |  |  | \$38.89 |
|  | 6335.5 |  | (\$2.53) |  |  |  |  | (52.53) |
|  |  | INVOICE 92126039 TOTALS: | \$36.36 | \$0.00 | \$0.00 |  |  | \$36.36 |
| 2537 06/11/11 | 07122/11 | 07/26/11 |  |  |  |  |  |  |
| * - Denotes Voided Check Entries |  |  |  |  |  |  |  |  |


| $\begin{aligned} & \text { 07/22/11 } \\ & \text { 5:06:13 PM } \end{aligned}$ | GENERAL FUND |  |  |  |  |  |  | Page: 8 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail) |  |  |  |  |  |  |  |
|  | Ledger as of : 7/25/2011 |  |  |  | Check Date | Check Number | Bank |  |
| Invoice Number Inv.Date Description | Trns.Date Due.Date Account | Amount | Discount | Amount Paid |  |  |  | Balance |
| 18.308 GALLONS OF DIESELEXEMPTED TAXES | 6335.560 | \$70.28 |  |  |  |  |  | \$70.28 |
|  | 6335.560 | (\$4.45) |  |  |  |  |  | (\$4.45) |
| EXEMPTED TAXES | INVOICE 2537 TOTALS: | \$65.83 | \$0.00 | 50.00 |  | $\infty$ |  | \$65.83 |
| AS26071 06/13/11 | 07/22/11 07/28/11 |  |  |  |  | ก1 |  |  |
| 14.034 GALLONS OF GASOLINE | 6335.560 | \$49.10 |  |  |  | ) |  | \$49.10 |
| EXEMPTED TAXES | 6335.560 | (\$2.57) |  |  |  | $\infty$ |  | (\$2.57) |
|  | INVOICE AS26071 TOTALS: | \$46.53 | \$0.00 | \$0.00 |  | 0 |  | \$46.53 |
| 002136 06/27/11 | 07/22/11 08/11/11 |  |  |  |  | $\bigcirc$ |  |  |
| 21.698 GALLONS OF UNLEADED EXEMPTED TAXES | 6335.560 | \$82.00 |  |  |  | 1 |  | \$82.00 |
|  | 6335.560 | (\$3.97) |  |  |  |  |  | (\$3.97) |
|  | INVOICE 002136 TOTALS: | \$78.03 | \$0.00 | \$0.00 |  | $\cdots$ |  | \$78.03 |
| 7784 | 07/22/11 08/15/11 |  |  |  |  | S |  |  |
| 20.185 GALLONS OF DIESEL | 6335.560 | \$75.07 |  |  |  | $\geqslant$ |  | \$75.07 |
| EXEMPTED TAXES | 6335.560 | (\$4.90) |  |  |  |  |  | (\$4.90) |
|  | INVOICE 7784 TOTALS: | \$70.17 | \$0.00 | \$0.00 |  |  |  | \$70.17 |
| 599027 07/05/11 | 07/22/11 08/19/11 |  |  |  |  |  |  |  |
| 19.480 GALLONS OF DIESEL | 6335.560 | \$74.02 |  |  |  |  |  | \$74.02 |
| EXEMPTED TAXES | 6335.560 | (\$4.73) |  |  |  |  |  | (\$4.73) |
|  | INVOICE 599027 TOTALS: | \$69.29 | \$0.00 | \$0.00 |  |  |  | \$69.29 |
| 07222011 07/22111 | 07/22/11 09/05/11 |  |  |  |  |  |  |  |
| MONTHLY CARD CHG | 6335.560 | \$16.00 |  |  |  |  |  | \$16.00 |
|  | INVOICE 07222011 TOTALS: | \$16.00 | \$0.00 | \$0.00 |  |  |  | \$16.00 |
|  | FLEET SERVICES TOTALS: | \$449.72 | \$0.00 | \$0.00 |  |  |  | \$449.72 |
| FRAP FRANKSON'S PRINTING |  |  |  |  |  |  |  |  |
| 07132011 07/13/11 | 07/22/11 08/27/11 |  |  |  |  |  |  |  |
| 1000 DEPOSITION FORMS | 6325.560 | \$160.00 |  |  |  |  |  | \$160.00 |
|  | INVOICE 07132011 TOTALS: | \$160.00 | \$0.00 | \$0.00 |  |  |  | \$160.00 |
|  | FRANKSON'S PRINTING TOTALS: | \$160.00 | \$0.00 | \$0.00 |  |  |  | \$160.00 |
| FSTB FIRST STATE BANK |  |  |  |  |  |  |  |  |
| 678 07/21/11 | 07/21/11 09/04/11 |  |  |  |  |  |  |  |
| * - Denotes Voided Check Entries |  |  |  |  |  |  |  |  |




| Ledger as of : 7/25/2011 |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Invoice Number <br> Description <br> Inv.Date | Tms.Date Due.Date Account | Amount | Discount | Amount Paid | Check Date Check Number | Bank | Balance |
| NECO NEWTON COUNTY |  |  |  |  |  |  |  |
| SABJUNE11 07/01/11 | 07/22/11 08/15/11 |  |  |  |  |  |  |
| AMBER MCGOWN: 27 DAYS IN JUNE © 6544.560 37.95 PER DAY |  | \$1,073.25 |  |  | 5 |  | \$1,073.25 |
|  | INVOICE SABJUNE11 TOTALS: | \$1,073.25 | \$0.00 | \$0.00 |  |  | \$1,073.25 |
|  | NEWTON COUNTY TOTALS: | \$1,073.25 | \$0.00 | \$0.00 | $\cdots$ |  | \$1,073.25 |
| QUCO QUILL CORPORATION |  |  |  |  |  |  |  |
| 5367390 07/11/11 | 07/22/11 08/25/11 |  |  |  | $\cdots$ |  |  |
| HP 96/97 COMBO PK | 6310.455 | \$66.99 |  |  | 1 |  | \$66.99 |
| QUILL STANDARD STAPLES 5000 CT | 6310.455 | 56.95 |  |  | $\cdots$ |  | \$6.95 |
| SCOTCH MAGIC TAPE, 3/4X 1296' | 6310.455 | \$5.18 |  |  |  |  | \$5.18 |
|  | INVOICE 5367390 TOTALS: | \$79.12 | \$0.00 | \$0.00 | E |  | \$79.12 |
| 5398181 07/12/11 | 07/22/11 08/26/11 |  |  |  |  |  |  |
| HP CE255A BLACK TONER | 6310.499 | \$130.49 |  |  |  |  | \$130.49 |
|  | INVOICE 5398181 TOTALS: | \$130.49 | \$0.00 | \$0.00 |  |  | \$130.49 |
|  | QUILL CORPORATION TOTALS: | \$209.61 | \$0.00 | \$0.00 |  |  | \$209.61 |
| SAIN SABINE INTERNET |  |  |  |  |  |  |  |
| 11-07120001 07/12/11 | 07/22/11 08/26/11 |  |  |  |  |  |  |
| DOMAIN REGISTRATION | 6502.560 | \$32.00 |  |  |  |  | \$32.00 |
| DOMAIN REGISTRATION | 6502.560 | \$32.00 |  |  |  |  | \$32.00 |
|  | INVOICE 11-07120001 TOTALS: | \$64.00 | \$0.00 | \$0.00 |  |  | \$64.00 |
| SABINE INTERNET TOTALS: |  | \$64.00 | \$0.00 | \$0.00 |  |  | \$64.00 |
| SCTA SABINE COUNTY TAX ASSESSOR/COL |  |  |  |  |  |  |  |
| 109603 03/31/11 | 07/22/11 05/15/11 |  |  |  |  |  |  |
| CHECK ORDER CHARGES | 6310.499 | \$75.80 |  |  |  |  | \$75.80 |
|  | INVOICE 109603 TOTALS: | \$75.80 | \$0.00 | \$0.00 |  |  | \$75.80 |
| 109918CHECK ORDER CHARGES | 07/22/11 05/15/11 |  |  |  |  |  |  |
|  | 6310.499 | \$52.99 |  |  |  |  | \$52.99 |
|  | INVOICE 109918 TOTALS: | \$52.99 | \$0.00 | \$0.00 |  |  | \$52.99 |

61077 03/31/11 07/22/11 05/15/11
v - Denotes Voided Check Entries



[^2]




Commissioner, Precinct \#1



Jimmy McDaniel Commissioner, Precinct \#2


Fayne Warner
Commissioner, Precinct \#4

Approved for payment by Sabine County Commissioner's Court on July 25, 2011.


Ledger as of : 7/22/2011


*     - Denotes Voided Check Entries



V - Denotes Voided Check Entries



| MELODY'S SOUTHWEST CONSORTIUM TOTALS: |  | \$150.00 | \$0.00 | \$0.00 |
| :---: | :---: | :---: | :---: | :---: |
| NAWI NALCOM WIRELESS COMMUNICATIONS |  |  |  |  |
| 36140 07/07/11 | 07/21/11 08/21/11 |  |  |  |
| 136-174 MHZ5OW 128CH/128 ZONE CONVENTIONAL | 6652.602 | \$308.22 |  |  |
| 3/4' MOBILE ANTENNA MOUNT | 6652.602 | \$13.50 |  |  |
| 152-162 1/4 WAVE MAXRAD ANTENNA | 6652.602 | \$11.40 |  |  |
| TRUNK GTRUNK GROOVE MOUNT L BRACKET | 6652.602 | \$6.25 |  |  |
| UHF (M) CRIMP RG-58 | 6652.602 | \$6.50 |  |  |
| SHIPPING | 6652.602 | \$10.00 |  |  |
|  | INVOICE 36140 TOTALS: | \$355.87 | \$0.00 | \$0.00 |
| NALCOM WIRELESS COMMUNICATIONS TOTALS: |  | \$355.87 | \$0.00 | \$0.00 |
| RUPS RURAL PIPE \& SUPPLY |  |  |  |  |
| 84357 07/11/11 07121/11 08/25/11 |  |  |  |  |
| 100-N12-122018-12"X20' ADS CULVERT 60 - N12-1520IB - $15^{\circ} \times 20^{\circ}$ ADS CULVERT | T 6370.602 | \$584.00 |  |  |
|  | 6370.602 | \$472.80 |  |  |
|  | INVOICE 84357 TOTALS: | \$1,056.80 | \$0.00 | \$0.00 |
|  | RURAL PIPE \& SUPPLY TOTALS: | \$1,056.80 | \$0.00 | \$0.00 |



|  | $\$ 12.50$ |
| ---: | ---: |
|  | $\$ 12.50$ |



[^3]



Commissioner, Precinct \#1



Commissioner, Precinct \#4

Approved for payment by Sabine County Commissioner's Court on July 25, 2011.




Approved for payment by Sabine County Commissioner's Court on July 25, 2011.

## TREASURERS CERTIFICATE

I hereby certify that the foregoing constitutes the Sabine County Treasurer's Report for the period of June 30, 2011.

This report was prepared for the purpose of comparing and reconciling the actual balance for the county's cash accounts and investments to its general ledger for the period stated.

Respectfully submitted,


## ORDER APPROVING TREASURER'S REPORT

After comparing and examining the Treasurer's Report for the period of June 2011, and determining that the report is correct, the court finds that the report should be approved. It is therefore ORDERED that the report is approved.

It is FURTHER ORDERED that the amounts received and paid from each fund, and the cash balance remaining in the treasurer's custody, are as indicated in the report itself.

APPROVED and EXECUTED THIS $25^{\text {th }}$ day of July, 2011.


## Geist Clash KEITH CLARK, COMMISSIONER, PRECINCT 1




JIMMY MCDANIEL, COMMISSIONER, PRECINCT 2
Forgone Dowered
FAYNE WARNER, COMMISSIONER, PRECINCT 4

## ATTEST:



## FEES COLLECTED IN JUNE, 2011

JEFF COX, JUSTICE OF THE PEACE,
PRECINCT \#1, PLACE \#1
JAMES BRASHER, JUSTICE OF THE PEACE, PRECINCT \#2, PLACE \#2 ..... 3,084.90
TANYA WALKER, DISTRICT CLERK ..... 8,377.61
JANICE MCDANIEL, COUNTY CLERK ..... 11,675.50

| FINANCIAL REPORT |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| June 30, 2011 |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| FUND | BALANCE | BALANCE | RECEIPTS | DISBURSEMENTS | BALANCE |
|  | 06/30/10 | 05/31/11 |  |  | 06/30/11 |
| GENERAL | 1,689,369.85 | 2,106,512.54 | 142,525.62 | 232,344.86 | 2,016,693.30 |
| COMPENSATION TO VICTIMS OF CRIME | 60.00 | 10.00 | 0.00 | 0.00 | 10.00 |
| ARREST FEES | 1,144.50 | 608.57 | 2,200.00 | 0.00 | 2,808.57 |
| CIVIL LEGAL SERVICES INDIGENT | 146.30 | 61.75 | 71.00 | 3.55 | 129.20 |
| TIME PAYMENT | 492.50 | 232.50 | 195.00 | 0.00 | 427.50 |
| CHILD SAFETY SEAT \& SEAT BELT VIOLATIONS | 24.60 | 60.50 | 121.00 | 0.00 | 181.50 |
| BAIL BOND FEE | 594.00 | 243.00 | 210.00 | 21.00 | 432.00 |
| STATE TRAFFIC FEE | 1,799.78 | 655.50 | 1,140.00 | 57.00 | 1,738.50 |
| MOTOR CARRIER WEIGHT VIOLATIONS | 1,662.40 | 194.00 | 1,561.00 | 0.00 | 1,755.00 |
| DISTRICT CLERE STATE FEES | 1,946.40 | 565.00 | 578.95 | ט̄.ū0̄ | 1,143.95 |
| CCC 01/01/04 FORWARD | 7,126.62 | 2,668.53 | 4,778.50 | 477.85 | 6,969.18 |
| CCC 09/01/01 THRU 12/31/03 | 0.00 | 0.00 | 30.00 | 3.00 | 27.00 |
| CCC 08/31/99 THRU 08/31/01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| CCC 09/01/97 THRU 08/30/99 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |


| FUND | - BALANCE | BALANCE | RECEIPTS | DISBURSEMENTS | BALANCE |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |
|  | 06/30/10 | 05/31/11 |  |  | 06/30/11 |
| CCC 09/01/91 THRU 08/31/97 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| EMS TRAUMA FUND | 90.00 | 90.00 | 0.00 | 0.00 | 90.00 |
| DNA TESTING | 0.00 | 121.50 | 34.00 | 3.40 | 152.10 |
| FAILURE TO APPEAR | 610.82 | 244.50 | 492.00 | 0.00 | 736.50 |
| JURY REIMBURSEMENT FEE | 558.00 | 234.00 | 444.00 | 44.40 | 633.60 |
| JUDICIAL SUPPORT - CRIMINAL STATE | 815.40 | 351.00 | 580.82 | 0.00 | 931.82 |
| JUDICIAL SUPPORT - CIVIL | 2,006.90 | 714.00 | 625.00 | 0.00 | 1,339.00 |
| FAMILY PROTECTION FEE | 1,215.00 | 1,995.00 | 30.00 | 0.00 | 2,025.00 |
| NONDISCLOSURE FEE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| DRUG COURT PROGRAM | 167.40 | 62.10 | 50.00 | 5.00 | 107.10 |
| INDIGENT DEFENSE FUND | 261.00 | 111.60 | 200.00 | 20.00 | 291.60 |
| MOVING VIOLATION FINES | 0.99 | 0.99 | 1.30 | 0.13 | 2.16 |
| CHILD SAFETY SEAT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| JUDICIAL FUND | 0.00 | 245.00 | 235.00 | 0.00 | 480.00 |
| MARRIAGE LICENSE STATE FEES | 0.00 | 240.00 | 180.00 | 0.00 | 420.00 |
| BIRTH CERTIFICATE STATE FEES | 0.00 | 25.20 | 27.00 | 0.00 | 52.20 |


| FUND | BALANCE | BALANCE | RECEIPTS | DISBURSEMENTS | BALANCE |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | 06/30/10 | 05/31/11 |  |  | 06/30/11 |
| RECORD MANAGEMENT FEE | 6,421.81 | 8,757.82 | 288.50 | 0.00 | 9,046.32 |
| COURTHOUSE SECURITY | 69,208.66 | 75,945.66 | 697.00 | 0.00 : | 76,642.66 |
| COURTHOUSE SECURITY - JP | 3,705.26 | 4,298.26 | 101.00 | 0.00 | 4,399.26 |
| LIBRARY | 27,161.51 | 28,289.51 | 360.00 | 2,869.00 | 25,780.51 |
| COURT RECORDS PRESERVATION | 970.00 | 2,968.00 | 130.00 | 0.00 | 3,098.00 |
| JUSTICE COURT TECHNOLOGY FUND | 5,961.31 | 8,039.22 | 419.00 | 0.00 | 8,458.22 |
| COUNTY \& DISTRICT CLERK TECHNOLOGY FUND | 52.00 | 372.00 | 20.00 | 0.00 | 392.00 |
| STATE SCHOOL MONEY - SHERIFF | 5,948.44 | 6,720.24 | 0.00 | 0.00 | 6,720.24 |
| STATE SCHOOL MONEY - CONSTABLE, PCT. \#1 | 1,238.26 | 1,900.48 | 0.00 | 0.00 | 1,900.48 |
| STATE SCHOOL MONEY - CONSTABLE, PCT. \#2 | 0.00 | 662.67 | 0.00 | 0.00 | 662.67 |
| JUDICIAL SUPPORT- CRIMINAL COUNTY | 2,680.93 | 3,114.33 | 66.40 | 0.00 | 3,180.73 |
| OMNI PEE | 336.58 | 223.01 | 204.00 | 0.00 | 427.001 |
| ALTERNATE DISPUTE RESOLUTION | 2,955.00 | 5,130.00 | 120.00 | 0.00 | 5,250.00 |
| GUARDIANSHIP FEE | 2,780.00 | 3,660.00 | 80.00 | 0.00 | 3,740.00 |
| BALANCE AS OF 06/30/11 |  |  |  |  | 2,189,274.88 |


| FINANCIAL REPORT |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| June 30, 2011 |  |  |  |  |  |
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|  |  |  |  |  |  |
|  |  |  |  |  |  |
| $\begin{array}{\|llllll} \text { ROAD \& BRIDGE \#1 } & 222,249.48 & 946,998.41 & 20,791.85 & 863,459.17 \end{array}$ |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  | - |  |  |
| ROAD \& BRIDGE \#3 |  |  |  |  |  |
|  |  |  |  |  |  |
| ROAD \& BRIDGE \#4 | 428,223.81 | 1,246,422.07 | 22,271.42 | 38,519.88 | 1,230,173.61 |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  | - |  |
| BALANCE AS OF 06/30/11 |  |  |  |  | 4,154,398.28 |



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## MONTHLY SCHEDULE OF TRAVEL REPORT



| Other expenses in field (list): |  |
| :---: | :---: |



Educational programs of the Texas AgriLifo Extension Service are open to all poople without regard to race, color, sex, disability, religion, age, or national origin. The Texas A\&M University System, U.S. Department of Agriculture, end the County Commissioners Courts of Texas Cooperating.

County
MONTHLY REPORT TO COMMISSIONERS COURT
Month: JUNE Name: CHRISTIE KNNG Title: CEA-FCS

## This Month:

2,9,16,23,30- CHRONIC DISEASE SELF-MANAGEMENT PROGRAM, FIRST BAPTIST CHURCH, PINELAND 6-9 - CHEFS-IN-TRAINING, JASPER COUNTY
14,15 -STATE ROUND-UP, COLLEGE STATION
22- MEETING WITH NUTRITIONIST AT WOODLAND HEIGHTS HOSPITAL, LUFKIN
24- SET-UP FOR CHILD CARE CONFERENCE, WOODVILLE
25- CHILD CARE CONFERENCE, WOODVILLE

## Next Month:

JULY
7,14 - CHRONIC DISEASE SELF-MANAGEMENT
11-14 - CHEFS-IN-TRAINING, NEWTON COUNTY
15- MULTI-COUNTY MEETING, NACOGDOCHES
19- D5 TEEA MEETING, CENTER
Yo 3-B_PG-567


## LINE-ITEM TRANSFERS

Date: July 25, 2011

Honorable Commissioners' Court of Sabine County:
I submit to you for your consideration the following line-item transfers:

|  | FUND | DEPT. | ACCOUNT | AMOUNT |
| :--- | :---: | :---: | :---: | :---: |
| FROM: | Road \& Bridge | Precinct \#2 | Capital Reserve | $89,973.00$ |
|  |  |  |  |  |
|  |  |  | Total | $89,973.00$ |
| TO: | Road \& Bridge | Precinct \#2 | Vehicle \& Equipment | $89,973.00$ |
|  |  |  |  |  |
|  |  |  |  | Total |




Sabine County DRS 010150 Project 22 Read improvements
Kevin Gee [kgee@goodwinlasiter.com](mailto:kgee@goodwinlasiter.com)
Thursday, July 14, 2011 2:36 pin
'Charles Watson' [charles.watson@co.sabine.tx.us](mailto:charles.watson@co.sabine.tx.us)
davidjvaxmanesbcglobal.net, 'Susan Stover' [susan.stover@sbcglobal.net](mailto:susan.stover@sbcglobal.net) , 'Pat Oates' [poates@goodwinlasiter.com](mailto:poates@goodwinlasiter.com)

Attached is the letter of recommendation for the Materials Only bid held on July 11, 2011.
Please include consideration of contract award on the July 25th agenda.
Thank you,
Kevin T. Gee
Project Manager
GOODWN-LASITER, INC.
936-637-4900

GODDWIN • LASITER, INC.
HOME OFFAL
[936] 637-4900
ENGINEERS • AFACHTECTS : SUAVEYORS
FAX 18GE 637-6930
TEPE FAM $\# 413$
CENTRAL TEXAS OFFICE
979] Ese-a7
FAX [9 Tel 895-2Ens
July 14, 2011
Sabine County
P.O. Box 716

Hemphill, Texas 75948
(VIA Email charles.watson@co.sabine.tx.us)

Attn: Hon. Charles E. Watson, County Judge
RE: 2008 Ike Disaster Recovery Project \#2 Road Improvements (Materials Only) ERS 010160

Judge Watson,
The County received bids for the referenced project on Monday July 11, 2011. Bids were requested for the following:

1. Package A - Glauconite Road Base
2. Package B - Oil Sand
3. Package C-Pipe Culverts

Bids were received from three contractors. A tabulation of the bids is attached.
The low bidder and amounts are as follows:

1. Package A Pinnacle Materials, Inc. - $\$ 109,410.00$
2. Package B Mathews Construction / APAC-Texas, inc. - $\$ 207,405.00$
3. Package C Rural Pipe \& Supply. - $\$ 2,458.80$

The total for the three packages is $\$ 319,273.80$ and is within the Construction Budget of $\$ 366,000$.
Goodwin-Lasiter, Inc. recommends contract award to these suppliers.
Please include consideration of contract award on the Commissioners Court Agenda for Monday July 25, 2011.

Sincerely,


Project Manager

Cc: David Taxman, David J. Waxman, Inc.(Via Email)

 PGO / 381015, 15.0

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| G-L. NO: 381015 |  |  |  | Mathews-APACJasper, Texas 75951 |  | $\qquad$ |  | Rural Pipe \& Supply Jaspar, Texas 75959 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| BASE BID PACKAGE A: GLAUCONITE ROAD BASE |  |  |  |  |  |  |  |  |  |
| ITEM | descripmon | aTY | UNIT | UNIT PRICE | AMOUNT (\$) | UNIT PRACE | AMOUNT (s) | UNIT PRICE | AMOUNT (S) |
| 1 | GLAUCONITE ROAD BASE, 2 MAX SIIZE DELIVERED TO PRECINCT 1 ROADS | 6430 | TON |  | \$ | \$ 13.00 | \$ 83,590.00 |  | \$ - |
| 2 | GLAUCONITE ROAD BASE, $2^{2}$ MAX SIZE, DELIVERED TO PRECINT 2 ROADS | 1080 | TON |  | \$ | \$ 45.00 | \$ 16,200.00 |  | \$ - |
| 3 | GLAUCONITE ROAD BASE, $2{ }^{2}$ MAX SIZE, AT PIT, LOADED BY SUPPLIER IN COUNTY TRUCKS FOR PRECINCT 4 ROADS | 740 | TON |  | \$ | \$ 13.00 | \$ 9,620.00 |  | \$ |
| TOTAL BASE BID PKG A |  |  |  | NO BID |  | 5 109,410.00 |  | NOBID |  |

BASE BID PACKAGE B: OIL SAND ROAD BASE

| ITEM | DESCRIPTION | QTY | UNIT | UNIT PRICE | AMOUNT (\$) | UNIT PRICE | AMOUNT (\$) | UNIT PRICE | AMOUNT (s) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | MIXING PIANT PRODUCED OIL SAND, DELIVERED TO PRECINCT 1 ROADS | 2055 | TON | \$ 75.00 | \$ 154,125.00 |  | \$ - |  | \$ |
| 2 | MIXING PLANT PRODUCED OIL SAND, DELIVERED TO PRECINCT 2 ROADS | 720 | TON | 74.00 | \$ 53,280.00 |  | \$ - |  | \$ - |
| TOTAL BASE BID PKGB |  |  |  | \$ | 207,405.00 | NOBID |  | NOBID |  |

BASE BID PACKAGE C: PIPE CULVERTS

| ITEM | DESCRIPTION | ary | UNIT | UNIT PRICE | AMOUNT (\$) | UNIT PRICE | AMOUNT (s) | UNIT PRICE | AMOURT $(\$)$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | 15" 24 LF HDPE (DUAL WALL) PIPE, DELIVERTED TO PRECINCT 1 YARD | 1 | EA |  | \$ . | \$ 248.64 | \$ 248.64 | \$ 196.80 | \$ 196.80 |
| 2 | 15" X 30 LF HDPE (DUAL WALL) PIPE, DELIVERED TO PRECINCT 2 YARD | 2 | EA |  |  | \$ 310.80 | \$ 621.60 | \$ 246.00 | \$ 492.00 |
| 3 | $18^{\prime \prime} \times 30$ LF HDPE (DUAL WALL) PIPE, DELIVERED TO PRECINCT 2 YARD | 3 | EA |  | 5 - | \$ 360.00 | \$ 1,080.00 | \$ 344.00 | \$ 1,032.00 |
| 4 | $15^{\prime \prime} \times 30$ LF HDPE (DUAL WALL) PIPE, DELIVERED TO PRECINCT 2 YARD | 3 | EA |  | \$ - | \$ 310.80 | \$ 932.40 | \$ 246.00 | 738.00 |
| TOTAL BASE BID PKG C |  |  |  | NO BID |  | \$ | 2,882.64 | 2,458.80 |  |

```
30%%
Fon Kevin Gee <kgee@goodwinlasiter.com>
Generator for Timberiane Water Systom:
\Xi#": Thursday, July 14, 2011 1:53 pm
₹%.Charles Watson' <charles.watson@co.sabine.tx.us>
```

Judge Watson,
One of the Sabine County Ike Disaster Recovery DRS 010160 projects is a generator for Timberlana Water System.
Because this project costs less than $\$ 50,000$, I have procured bid quotes using the TDRA Small Purchase procurement guidelines.
Attached is the record of the Small Purchase Procurement, for your review. All three of these contractors have performed well on Disaster Recovery generator projects in recent months.

Please place consideration of contract award on the agenda for the July $\mathbf{2 5 t h}$ Commissioners Court. I will bring contracts for your signature.

Thank you and call if you would like to discuss.

[^4]
## SMALL PURCHASE PROCUREMENT RECORD

## SCOPE OF SERVICEITEM DESCRIPTION:

Sabine County - 2008 TDRA Ike Disaster Recovery Project \#1 DRS 010160

Furnish and Install 25 KW LP Gas Gen-Set at Timberlane Water System Plant including Sitework, slab, transfer switch, \& electrical work.

## CONTACTS MADE:

1. $\qquad$
A\&A Electric
6/24/11

| NAME OF FIRM/SUPPLIER (NO.1) |
| :---: |
| DOug Jackson |
| NAME OF PERSON CONTACTED |

2. $\qquad$ NAME OF FIRM/SUPPLIER (NO.2)

Greg Duplichain NAME OF PERSON CONTACTED

| 6/24/11 |
| :---: |
| DATE CONTACTED |
| $\$ 41.168 .86$ |
| QUOTED PRICE |

2. 

| DATE CONTACTED |
| :---: |
| $\$ 28,290.00$ |
| QUOTED PRICE |

3. 

| 4-D Construction Co. |
| :---: |
| NAME OF FIRM/SUPPLIER (NO.3) |
| Jeremy Dickerson |
| NAME OF PERSON CONTACTED |


| $6 / 24 / 11$ |
| :---: |
| DATE CONTACTED |
| $\$ 33,360.00$ |
| QUOTED PRICE |

BASED ON THE CONTACTS MADE CONCERNING THE ABOVE REFERENCED SCOPE OF SERVICESITEM DESCRIPTION, I AUTHORIZE Duplichain Contractors, LLP ON $\qquad$ July 25 , , 2011 TO BEGIN WORK ANDIOR TO SUPPLY THE ITEMS(S) FOR THE QUOTED PRICE.
Tuly 25,2011
DATE

July 14, 2011
Sabine County
P.O. Box 716

Hemphill, Texas 75948
(VIA Email charles.watson@co.sabine.tx.us)

Attn: Hon. Charles E. Watson, County Judge

## RE: 2008 Ike Disaster Recovery Project \#2 Road Improvements (Materials Only) ERS 010160

Judge Watson,
The County received bids for the referenced project on Monday July 11, 2011. Bids were requested for the following:

1. Package A -Glauconite Road Base
2. Package B-Oil Sand
3. Package C-Pipe Culverts

Bids were received from three contractors. A tabulation of the bids is attached
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The total for the three packages is $\$ 319,273.80$ and is within the Construction Budget of $\$ 366,000$.
Goodwin-Lasiter, Inc. recommends contract award to these suppliers.
Please include consideration of contract award on the Commissioners Court Agenda for Monday July 25, 2011.

Sincerely,


Kevin T. Gee, P.E
Project Manager


Cc: David Waxman, David J. Waxman, Inc.(Via Email)


[^5]
## 2011-2012 Renewal Notice and Benefit Confirmation

Return to TAC by: 07/27/2011

Please initial and complete each section confirming your group's benefits and fill out the contribution schedule according to your group's funding levels. Fax to 1-512-481-8481 or email to kimc@county.org
For any plan or funding changes other than those listed below, please contact Kim Crippen at 1-800-456-5974.

Medical: Plan $1100 \$ 25$ Copay, $\$ 750$ Ded, $80 \%, \$ 3000$ OOP Max
RX Plan: Option 3A \$10/20/35
Your \% rate increase is: 5.90\%
Your payroll deductions for medical benefits are: Pry Tax

| Tier | Current <br> Rates | New Rates <br> Effective <br> $10 / 1 / 2011$ | New Amount <br> Employer <br> Pays | New Amount <br> Employee <br> Pays | New Amount <br> Retiree Pays <br> (if applicable) |  |
| :--- | :--- | :---: | :---: | :---: | :---: | :---: |
| Employee Only | $\$ 548.10$ | $\$ 580.44$ |  | $\$ 580.44$ | $\$ 0.00$ | $\$$ |
| Employee + Child | $\$ 667.16$ | $\$ 706.52$ |  | $\$ 580.44$ | $\$ 126.08$ | $\$$ |
| Employee + Children) | $\$ 847.74$ | $\$ 897.76$ |  | $\$ 580.44$ | $\$ 317.32$ | $\$$ |
| Employee + Spouse | $\$ 1,135.18$ | $\$ 1,202.16$ |  | $\$ 580.44$ | $\$ 821.72$ | $\$$ |
| Employee + Family | $\$ 1,393.10$ | $\$ 1,475.28$ |  | $\$ 580.44$ | $\$ 894.84$ | $\$$ |

Qrmitial to accept Medical Plan and New Rates.


36227 - Sabine County, 2011-2012 Renewal Notice and Benefit Confirmation

Basic Life Products:
(Rates are per thousand)

|  | New Rates <br> Effective | Amount <br> Employer <br> Pays | Amount <br> Employee <br> Retiree Pays <br> (if applicable) |
| :--- | :--- | :--- | :--- |
| Basic Term Life | Rates | $\mathbf{1 0 / 1 / 2 0 1 1}$ |  |
| Basic AD\&D | $\$ 0.330$ | $\$ 0.300$ | $100 \%$ |

Coverage Volume per Employee:
$\$ 15,000$

New Rates

10/1/2011
$\$ 0.300$
$\$ 0.035$

Amount
Employee Retiree Pays (if applicable)

0\%
0\%

0
Initial to accept New Basic Life Rates.

Waiting period applies to all benefits.

Employees
30 days - Day following waiting period Initial to confirm.

Elected Officials
30 days - Day following waiting period

Please indicate how your group manages COBRA administration:
Self Administration on OASys $\square$ BCBS $\square$ Other
If "Other", please indicate COBRA Administrator: $\qquad$
Initial to confirm COBRA Administration.
PLAN INFORMATION
Please indicate your broker / agent's name, if applicable David Coupe,

- Retirees pay the same premium as active employees regardless of age for medical and dental
- Rates based upon current benefits and enrollment. A substantial change in enrollment ( $10 \%$ over 30 days or $30 \%$ over 90 days) may result in a change in rates.
- Form must be received by $07 / 27 / 2011$ in order to avoid additional administrative fees.
- Signature on the following page is required to confirm and accept your group's renewal.


## TAC HEBP Member Contact Designation Sabine County

## CONTRACTING AUTHORITY

As specified in the Interlocal Participation Agreement, each Member Group hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that TAC HEBP shall NOT be required to contact or provide notices to ANY OTHER person. Further, any notice to, or agreement lay, a Member Group's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member Group reserves the right to change its Contracting Authority from time to time by giving written notice to TAC HEBP.

Please list changes and/or corrections below.


Signature of County Judge or Contracting Authority
$\qquad$
Please PRINT Name and Title
The Texas Association of Counties would like to thank you for your membership in the only all county-owned and county directed Health and Employee Benefits Pool in Texas.


36227 - Sabine County, 2011-2012 Renewal Notice and Benefit Confirmation


Texas Association of Counties Health and Employee Benefits Pool

2011-2012 RENEWAL CREDIT CONFIRMATION Sabine County - GROUP \#36227

Sabine County is eligible to receive a renewal credit for the 2011-2012 plan year, effective on your anniversary date. Upon renewing your health plan with TAC HEBP, beginning on your effective date, each monthly bill will reflect a credit for $1 / 12^{\text {th }}$ of the total below:
\$22,359

Please sign below indicating the Commissioners Court or Board approval to receive the renewal credit for 2011-2012.

Signature of County Judge or Contracting Authority:
$\qquad$ $1 / 26 / 11$ Charles Watson, Sabine County Judge
(Please print name and title)

# FY'12-‘13 <br> INTERLOCAL AGREEMENT FOR E9-1-1 AUTOMATIC LOCATION INFORMATION MAINTENANCE SERVICES 

## Article 1: Parties \& Purpose

1.1 The Deep East Texas Council of Governments (DETCOG) (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 14 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.
1.2 Sabine County (Local Government) is a local government that has agreed to participate in implementing enhanced 9-1-1 services in the Region in accordance with the RPC's Strategic Plan as approved by the Commission.
1.3 The Commission, as authorized by Health \& Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.
1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of $9-1-1$ service, the use of wireline and wireless $9-1-1$ fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.
1.5 Automatic location information (ALI) maintenance is a critical component of 9-1-1 service and ensures the timely delivery of accurate 9-1-1 information and location data to the correct public safety answering point. This Agreement between the RPC and Local Government sets forth the requirements for ALI maintenance.

## Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act, Texas Government Code (including Uniform Grant and Contract Mariagement Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

4 3
2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

## Article 3: Deliverables

3.1 The Local Government agrees to perform the activities related to maintaining location information used in the RPC's 9-1-1 Database as specified in the Scope of Work attached hereto.

### 3.2 Ownership, Transference \& Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).
3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.
3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.
3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and $B$ to this Agreement.
3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by DETCOG and proof of insurance shall be provided upon request.
3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.
3.3 Inventory
3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;
3.3.2 All 9-1-1 equipment shall be tagged with identification labels.
3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.
3.4 Security
3.4.1 The Local Government shall limit access to the 9-1-1 Database only to authorized personnel.
3.5 Training
3.5.1 The RPC shall provide training upon request of Local Government, and as approved in the Strategic Plan.
3.6 Operations

The Local Government shall:
3.6.1 Designate an ALI maintenance contact and provide related contact information to the RPC;
3.6.2 Allow 24 -hour access to the 9-1-1 equipment for repair and maintenance service, as required;
3.6.3 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

## Article 4: Performance Monltoring

4.1 The RPC and the Commission reserve the right to perform on-site monitoring for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes.

## Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.


5.2 The RPC shall E-2 per this Agreement.

## Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.
6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.
6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.
6.4 The Local Government shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.
6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval.
6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving $9-1-1$ Funds as presecribed by the RPC's Strategic Plan and any amendments thereto.

## Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;
7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government or by any other entity that has performed or will perform services related to this Agreement.
7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

## Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

## Article 9: Nondiscrimination and Equal Opportunity

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreernent, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

## Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.
10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.
10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.
10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.
10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

## Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act
on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Govemment, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

## Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.
12.2 The RPC's address is:

210 Premier Dr, Jasper, TX 75951
The Local Government's address is:
PO Box 716, Hemphill, TX 75948
12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term
13.1 This Agreement is effective as of September 1, 2011 and shall terminate on August 31, 2013.
13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.
13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

## Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local

Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

## Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.
15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

## Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

## Article 17. Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

## Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.
18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.
18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.
18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.
18.5 The following Attachments are part of this Agreement:

Attachment A Ownership Agreement
Attachment B Transfer of Ownership Form
Attachment C Scope of Work
Attachment D Performance Measures and Monitoring
Attachment E Commission Documents - Legislation, Rules and Program Policy Statements
18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.
18.7 This Agreement is executed in duplicate originals.

DETCOG
$\mathrm{By}:$


Printed Name: Walter G. Diggles
Title: Executive Director


Sabine County
By: $\qquad$
Printed Name: Charles Watson
Title: County Judge
Date: July 25,2011

Attachment A
Ownership Agreement
As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at Sabine Co Tax Office, in Sabine County, to be the property of DETCOG, hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

DETCOG.


Printed Name: Walter G. Diggles
Title: Executive Director


Sabine County
By. Cfack-E. Watson
Printed Name: Charles Watson
Title: County Judge
Date: July $25 ; 2011$
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ALI GPS-TRIMBLETTER
ALI MPPLOTTER
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0329133185 928819948 MY9181C04M N/A 180VGGI

## Attachment B Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between $\quad$ (RFC)
 RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

Indicate the appropriate classification:
Transfer $\qquad$ Disposition $\qquad$ Lost $\qquad$
Please provide the following information in as much detail as possible.

| Inventory Number | Current Assignee: |
| :--- | :--- |
| Description | Location: |
| Serial Number | Signature: |
| Acquisition Date | Date: |
| Acquisition Cost | New Assignee: |
| Vendor | Location: |
| Invoice Number | Signature: |
| Purchase Order Number | Date: |
| Condition |  |

Continued.

## Attachment B Transfer of Ownership Form (continued)

Action Recommended by: $\qquad$
Title: $\qquad$
Date: $\qquad$
Comments: $\qquad$

Approved: $\qquad$ Yes $\qquad$ No

Proceeds, if any: $\qquad$

Approved by: $\qquad$
Title:
Comptroller
Date: $\qquad$

Disposed or Lost Property shall require approval by the agency head.
Reviewed by:
Executive Director (or other appropriate title of agency head)
Date: $\qquad$

## Attachment C Scope of Work



## DETCOG will reimburse the county up to $\$ \mathbf{2 5 , 0 0 0}$ per year under this agreement.

The county agrees to perform the following functions by employing county staff, contracting with a vendor, or entering into an interlocal agreement with another governmental entity: 1) maintain the county's electronic GIS map, 2) maintain the ALI database including MSAG, ESNs, and TN records through the state 9-1-1 ALI providers web application, 3) coordinate with USPS, telcos, incorporated cities, adjoining counties, elected officials, general public and DETCOG staff to resolve errors and issues in the ALI database and GIS electronic map, and 4) other issues that may be assigned related to E911 ALI maintenance. Under this agreement DETCOG is assigning primary ALI maintenance responsibilities to the county.

DETCOG will provide the GIS software including maintenance agreements and access to the state ALI database provider's web application. DETCOG will provide technical assistance and required training to the county's designated E911 ALI Maintenance Coordinator.

DETCOG will monitor the deliverables (functions above) on a regular basis and will provide a copy of the monitoning report to the E911 ALI Maintenance Coordinator. Any findings not resolved satisfactorily by the E911 ALI Maintenance Coordinator will be reported to the County Judge for corrective action.

## Attachment D <br> ALI Maintenance Performance Measures and Monitoring

RPC personnel will conduct site visits at least twice per year to evaluate compliance with this Agreement.

## Reports

The RPC may request that the Local Government provide it with specialized reports which may include, but are not limited to:


As requested.

## Attachment E Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. Commission Legislation: http://www.911.state.tx.us/browse.php/rules legislation
2. Commission Rules: http://www.911.state.tx.us/browse.php/rules legislation
3. Commission Program Policy Statements: http://www.911.state.tx.us/browse.php/program policy staternents

# FY '12-'13 <br> <br> INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY <br> <br> INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES 

 ANSWERING POINT SERVICES}

## Article 1: Parties \& Purpose

 planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region , (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.
1.2 (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as approved by the Commission.
1.3 The Commission, as authorized by Health \& Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.
1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of $9-1-1$ service, the use of wireline and wireless $9-1-1$ fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

## Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act, Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Govemment Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).
2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least

10 days prior to the time such policies or procedures are enforceable against the Local Government.

## Article 3: Deliverables

3.1 The Local Government agrees to:
3.1.1 Operate and maintain the Sabine County Sheriffs Office PSAP(s) located at 310 Main St, Hemphill, TX 75948;
3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and
3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements.
3.2 Ownership, Transference \& Disposition of Equipment
3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).
3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.
3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipinent against loss, damage or theft.
3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UIGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.
3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and

3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

### 3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;
3.3.2 All 9-1-1 equipment shall be tagged with identification labels.
3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.
3.4 Security
3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

### 3.5 Training

3.5.1 The Local Government shall notify the RPC of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

### 3.6 Operations

The Local Government shall:
3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;
3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;
3.6.3 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;
3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;
3.6.5 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;
3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;
3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;
3.6.8 Log all trouble reports and make copies available to the RPC as required by the RPC;
3.6.9 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.
3.7.0 Log all manual ALI lookups including date, time, staff, and reason for manual ALI lookup.
3.7.1 Accept incoming 9-1-1 calls on behalf of another DETCOG network PSAP during contingency routing necessitated by network failure, equipment failure, or other natural or manmade disasters.

## Article 4: Performance Monitoring

4.1 The RPC and the Commission reserve the right to perform onsite monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes.

## Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.
 per this Agreement.

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6.4 The Local Government shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval.
6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

## Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;
7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.
7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

## Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

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10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them.

To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.
10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
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11.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RF'C has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget years).

## Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

### 12.2 The RPC's address is:

210 Premier Dr, Jasper, TX 75951
The Local Government's address is:
PO Box 716, Hemphill, TX 75948
12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

## Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2011 and shall terminate on August 31, 2013.
13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.
13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

## Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

## Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.
15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

## Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

## Article 17. Historically Underutilized Business Requirements

17.1. The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

## Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.
18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.
18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.
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Attachment A Ownership Agreement
Attachment B Transfer of Ownership Form
Attachment C Scope of Work
Attachment D PSAP Operations Performance Measures and Monitoring
Attachment E Commission Documents - Legislation, Rules and Program
Policy Statements
18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.
18.7 This Agreement is executed in duplicate originals.

- ETCOG

By: $\qquad$ Gulf t 1

Printed Name: Walter G. Diggles
Title: Executive Director
Date: $\qquad$ $7 / 2912011$

By: Clachan E. Wharton
Printed Name: Charles Watson
Title: County Judge
Date: July 25, 2011

Attachment A
Ownership Agreement
As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at Sabine County SO (PSAP Name), in Sabine County, to be the property of DETCOG, hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.



Printed Name:Walter G. Diggles
Title: Executive Director


Sabine County


Printed Name: Charles Watson
Title: County Judge
Date: July $25,20 / 1$

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SAP ALI ROUTER(S) (CISCO 1841)
PSAP BCM-White
PSAP BCM-White
SAP CPU#1-Central
PSAP CPU#2-NonCentral 1
PSAP Magic Server
PSAP Mapped ALI Monitor-Central
PSAP Mapped ALI Monitor-NonCentral I
PSAP Monitor #1-Central
PSAP Monitor # 2-NonCentral 1
PSAP METCLOCK
PSAP NETCLOCK
PSAP Printer
PSAP Rrinterde
PSAP TTY
PSAP UPS
PSAP Vesta Pallas Serva
PSAP Vesta Pallas Server
SAP Vesta Pallas Server Monitor
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| FTX133380WR | 1530 | 11-20-09 | 1,832 |
| NT7B10AAFH | 001383 | 10-25-07 | 765 |
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| 2UA7231H7Q | 001380 | 10-25-07 | bundled |
| MX294901KG | 1581 | 7-7-10 | 13,297 |
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| CNOCC38871618773AH54 | 001378 | 10-25-07 | bundled |
| CNOCC38871618773AH67 | 001377 | 10-25-07 | bundled |
| CNOCC38871618773AH6D | 001379 | 10-25-07 | bundled |
| 42 | 1582 | 7-7-10 | 6,542 |
| Version 5.2 | N/A | 10-25-07 | bundled |
| MY73F71042 | 001381 | 10-25-07 | bundled |
| MXP403029R | 001415 | 4-1-08 | 14,933 |
| 30371101573 | 1430 | 316/08 | 396 |
| 9640ALCPS625900038 | 001471 | 11/07/08 | 8067 |
| MX270301AZ | 001384 | 10-25-07 | bundled |
| CNOCC38871618773AH6G | 001385 | 10-25-07 | bundled |
| SFTX1352AOJX | 1572 | 4-13-10 | 4,702 |

## Attachment B

## Transfer of Ownership Form


Indicate the appropriate classification:
Transfer $\qquad$ Disposition $\qquad$ Lost $\qquad$
Please provide the following information in as much detail as possible.

|  |  |
| :--- | :--- |
| Inventory Number | Current Assignee: |
| Description | Location: |
| Serial Number | Signature: |
| Acquisition Date | Date: |
| Acquisition Cost | New Assignee: |
| Vendor | Signature: |
| Invoice Number | Date: |
| Purchase Order Number |  |
| Condition |  |

Continued. $\qquad$

## Attachment B <br> Transfer of Ownership Form (continued)

Action Recommended by: $\qquad$
Title: $\qquad$
Date: $\qquad$
Comments: $\qquad$

Approved: $\qquad$ Yes $\qquad$
Proceeds, if any $\qquad$

Approved by: $\qquad$
Title:
Comptroller
Date: $\qquad$

Disposed or Lost Property shall require approval by the agency head.
Reviewed by:
Executive Director (or other appropriate title of agency head)
Date: $\qquad$
vor 3-B Pg. 607

## Attachment C Scope of Work

The local government (PSAP) agrees to meet the minimum federal and state legal requirements and DETCOG and CSEC rules related to operating a PSAP. PSAP agrees to take 9-1-1 calls from outside the PSAP's jurisdiction and transfer to appropriate PSAP/responders as necessitated by any contingency routing required as a result of equipment failure, network failure, or natural of manmade disasters. PSAP agrees to cooperate with testing requirements of telco service providers and DETCOG.

DETCOG agrees to provide all 9-1-1 CPE, procurement, maintenance, and insurance for CPE equipment. DETCOG will provide all network connectivity required. DETCOG will perform network testing on a regular basis. DETCOG will provide PSAPs with recommended Standard Operating Procedures. DETCOG will provide technical assistance and training opportunities (when funding is available).

## Attachment D <br> PSAP Operations Performance Measures and Monitoring

## Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to: As requested

## Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per as requested;
2. List of service affecting issues once per as requested;
3. Certification of TTY/TDD testing once per as requested;
4. TTY/TDD call logs as requested; and
5. Manual ALI Look-up Log as requested.

## Quality Assurance Inspections

RPC personnel will conduct site visits at least six times per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

In addition, quality assurance inspections will be conducted as follows:

## as needed at determination of DETCOG

## Attachment E Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RFC:

1. Commission Legislation: http://www.911.state.tx.us/browse.php/rules legislation
2. Commission Rules: http://www.911.state.tx.us/browse.php/rules legislation
3. Commission Program Policy Statements:
http://www. 911 .state.tx.us/browse.php/program policy statements

# CHAD MURRAY <br> SABINE COUNTY CONSTABLE PRECINCT 1 

July 11, 2011

The Honorable Charles E. Watson
Sabine County Judge
P.O. Box 716

Hemphill, Texas 75948
Dear Judge Watson:
In compliance with Section 86.012(a) of the Local Government Code (LGC), please receive this as a formal request for the Sabine County Commissioners Court to authorize the potential appointment of up to two (2) Precinct 1 Reserve Deputy Constables.

These duly credentialed peace officers, as described by Article 2.12 of the Code of Criminal Procedure, would serve in compliance with all State regulations, codes and statutes and all Sabine County policies and procedures when it is necessary to have additional officers to preserve the peace and enforce the law.

As stipulated in Section 86.012(b)(1) LGC, the reserve officers would serve without compensation and would not be eligible for participation in any program provided by the County that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers.

Further, per Section 86.012(e) LGC, the County and the Constable's office do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Please be kind enough to place this authorization request on the agenda of the next meeting of the Sabine County Commissioners Court and please notify me accordingly so that I can make myself available to answer any questions that you and the Commissioners may have relative to this matter.

Thanking you for your time and consideration, I remain


## IN THE COMMISSIONERS COURT OF SABINE COUNTY, TEXAS

## ORDER ADOPTING REDISTRICTING PLAN FOR COMMISSIONERS COURT PRECINCTS

BE IT REMEMBERED, that on the 25th day of July 2011, came on to be considered the issue of periodic redistricting of county political boundaries. This Court has, in due time, given deliberate consideration to the legal issues and of governmental duties imposed by state and federal law. In addition, the Court has previously entered in the minutes of this Court, criteria by which any redistricting plan would be considered. The prior Order being incorporated herein by reference.

This Court has commissioned and has received an Initial Assessment by qualified professionals experienced in the field of redistricting law for the purpose of making a preliminary determination of population distribution between the four commissioners court precincts, and the obligation to comply with "one-person-one-vote" balance as required by applicable state and federal law. This assessment has been filed in the minutes of this Court, and is incorporated by this reference as Exhibit 1, Initial Assessment. A finding; based upon this assessment, recognized the legal duty to redraw political boundaries to comply with applicable law, and a copy of this finding is entered into the minutes of this court, by which reference this prior finding is incorporated into this Order of the Commissioners Court, Exhibit 2, Order Requiring Redistricting.

After convening in Public Hearing for comment upon any and all proposed plans, and after meeting in open session for the purpose of considering alternatives available to the County for modification of existing political boundaries in a manner designed to achieve both acceptable levels of numerical balance between the four commissioners court precincts, and to protect the voting rights of all residents of Sabine County, the Commissioners Court has determined to adopt the redistricting plan attached to this Order in map and data form, Exhibit 3, Proposal 5 B. Att a later date, this Court will receive a more complete description of this plan, including a map depiction of all new political
boundaries, polling places, election precinct boundaries, and any affect such changes in Commissioners Court precincts may have upon Justice of the Peace/Constable precincts. This supplemental order will be taken up and considered by the Court after public notice as required by law.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED that the Redistricting Plan depicted in the maps and data attached to this Order are hereby APPROVED and ADOPTED by the Commissioners Court of Sabine County, Texas. Upon final approval of the supplemental data to be provided at a later date, a submission of this plan, along with supporting maps, charts and/or data, will be made to the United States Department of Justice pursuant to Section 5 of the Voting Rights Act of 1964, 42 U.S.C §1973. This Redistricting Plan adopted by this Order shall be effective, subject to the Department of Justice preclearance, on January 1, 2012, and for all subsequent elections until changed or modified by later Order of this Court. It is expressly understood that implementation of this plan shall not take place until the receipt of preclearance approval by the United States Department of Justice.

## Signed this 25th__ day of July 2011.



County Judge, Sabine County
Charles E. Watson


Comm missioner, Precinct 3
Doyle Dickerson ATTEST:

Commissioner, Precinct 4
Fayne Wärner


## Sabine County, Texas

## Proposed 5B

Statistical Measures of Population Equality
(County Population 10,834)

| Commissioner <br> Precinct | Actual <br> Population | Ideal <br> Population | Absolute <br> Deviation | Relative <br> Deviation |
| :---: | :---: | :---: | :---: | :---: |
| Precinct 1 | 2,707 | 2,709 | -2 | $-0.07 \%$ |
| Precinct 2 | 2,738 | 2,709 | 29 | $1.07 \%$ |
| Precinct 3 | 2,734 | 2,709 | 25 | $0.92 \%$ |
| Precinct 4 | 2,655 | 2,709 | -54 | $-1.99 \%$ |
| Total Population | 10,834 |  |  |  |

Ideal Population is defined as (total county population divided by 4). Absolute and Relative (\%) Deviations are difference in actual and ideal.
-54 to 29 Absolute Range is the spread in absolute deviation from the smallest precinct to the largest.
$-1.99 \%$ to
1.07\%
27.5
1.02\%
16.56
0.61\%
4.06\%

Relative Range is the spread in relative deviation (\%) from the smallest precinct to the largest.

Absolute Mean Deviation is the average deviation, which is calculated by adding all the absolute deviations (ignoring " + " and "-" signs) and dividing by 4.

Relative Mean Deviation is the average deviation, which is calculated by adding
all the relative deviations (ignoring " + " and "-" signs) and dividing by 4.
Standard Deviation of Population is the square root of the sum of the squares of all the absolute deviations divided by 4.

Standard Deviation of Relative Deviations is the square root of the sum of the squares of all the relative (\%) deviations divided by 4.

Total Absolute Deviation is the sum of all relative deviations (ignoring " + " and "-" signs).

### 3.06\%

Total Maximum Deviation is the sum of the relative deviations (\%) of the smallest and largest precincts, (ignoring " + " and "-" signs).

1

Sabine County, Texas
Proposed 5B
Analysis of Population in Commissioner Precincts based on 2010 Census data

Ethnic Background of Total Population

|  | Anglo | Black | Amer. <br> Indian | Asian | Hispanic | Hawaii/ <br> Pac. Is. | Other | Multi <br> Race | Prec. <br> Total | \% of <br> County |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Precinct 1 | 2,369 | 145 | 12 | 16 | 127 | 0 | 0 | 38 | 2,707 | $24.99 \%$ |
| Precinct 2 | 2,407 | 193 | 10 | 5 | 82 | 0 | 5 | 36 | 2,738 | $25.27 \%$ |
| Precinct 3 | 2,561 | 73 | 12 | 3 | 64 | 0 | 1 | 20 | 2,734 | $25.24 \%$ |
| Precinct 4 | 2,147 | 367 | 20 | 9 | 71 | 0 | 0 | 41 | 2,655 | $24.51 \%$ |
| County <br> Total | 9,484 | 778 | 54 | 33 | 344 | 0 | 6 | 135 | 10,834 | $100.00 \%$ |
| \% of <br> County | $87.54 \%$ | $7.18 \%$ | $0.50 \%$ | $0.30 \%$ | $3.18 \%$ | $0.00 \%$ | $0.06 \%$ | $1.25 \%$ | $100.00 \%$ |  |

Ethnic Background as a \% of Total Population

|  | Anglo | Black | Amer. Ind. | Asian | Hispanic | Haw/Pac | Other | MultI | \% Total |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Precinct 1 | $87.51 \%$ | $5.36 \%$ | $0.44 \%$ | $0.59 \%$ | $4.69 \%$ | $0.00 \%$ | $0.00 \%$ | $1.40 \%$ | $100.00 \%$ |
| Precinct 2 | $87.91 \%$ | $7.05 \%$ | $0.37 \%$ | $0.18 \%$ | $2.99 \%$ | $0.00 \%$ | $0.18 \%$ | $1.31 \%$ | $100.00 \%$ |
| Precinct 3 | $93.67 \%$ | $2.67 \%$ | $0.44 \%$ | $0.11 \%$ | $2.34 \%$ | $0.00 \%$ | $0.04 \%$ | $0.73 \%$ | $100.00 \%$ |
| Precinct 4 | $80.87 \%$ | $13.82 \%$ | $0.75 \%$ | $0.34 \%$ | $2.67 \%$ | $0.00 \%$ | $0.00 \%$ | $1.54 \%$ | $100.00 \%$ |

Ethnic Background of Voting Age Population

|  | Anglo | Black | Amer. <br> Indian | Asian | Hispanic | Hawaii/ <br> Pac. Is. | Other | Multi <br> Race | Prec. <br> Total | \% of <br> County |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Precinct 1 | 1,959 | 107 | 12 | 13 | 75 | 0 | 0 | 18 | 2,184 | $25.06 \%$ |
| Precinct 2 | 2,069 | 143 | 8 | 3 | 55 | 0 | 1 | 21 | 2,300 | $26.39 \%$ |
| Precinct 3 | 1,939 | 55 | 11 | 2 | 39 | 0 | 0 | 9 | 2,055 | $23.58 \%$ |
| Precinct 4 | 1,795 | 290 | 13 | 9 | 48 | 0 | 0 | 20 | 2,175 | $24.96 \%$ |
| County <br> Total | 7,762 | 595 | 44 | 27 | 217 | 0 | 1 | 68 | 8,714 | $100.00 \%$ |
| $\%$ of <br> County | $89.08 \%$ | $6.83 \%$ | $0.50 \%$ | $0.31 \%$ | $2.49 \%$ | $0.00 \%$ | $0.01 \%$ | $0.78 \%$ | $100.00 \%$ |  |

Ethnic Background as a \% of Voting Age Population

|  | Anglo | Black | Amer. Ind. | Asian | Hispanic | Haw/Pac | Other | Multi | \% Total |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Precinct 1 | $89.70 \%$ | $4.90 \%$ | $0.55 \%$ | $0.60 \%$ | $3.43 \%$ | $0.00 \%$ | $0.00 \%$ | $0.82 \%$ | $100.00 \%$ |
| Precinct 2 | $89.96 \%$ | $6.22 \%$ | $0.35 \%$ | $0.13 \%$ | $2.39 \%$ | $0.00 \%$ | $0.04 \%$ | $0.91 \%$ | $100.00 \%$ |
| Precinct 3 | $94.36 \%$ | $2.68 \%$ | $0.54 \%$ | $0.10 \%$ | $1.90 \%$ | $0.00 \%$ | $0.00 \%$ | $0.44 \%$ | $100.00 \%$ |
| Precinct 4 | $82.53 \%$ | $13.33 \%$ | $0.60 \%$ | $0.41 \%$ | $2.21 \%$ | $0.00 \%$ | $0.00 \%$ | $0.92 \%$ | $100.00 \%$ |


| Commissioner Precinct 1 Commissioner Precinct 2 Commissioner Precinct 3 Commissioner Precinct 4 | SABINE <br> COUNTY <br> Proposed 5B $\begin{aligned} & \text { Commissioner Precincts } 616 \\ & \text { vor } 3-\mathrm{BG} .6 \end{aligned}$ | Allison, Bass \& Associates, LLP <br> Date: 7/27/2011 <br> Data Source: 2010 Census |
| :---: | :---: | :---: |




[^0]:    V - Denotes Voided Check Entries

[^1]:    V-Denotes Voided Check Entries

[^2]:    V - Denotes Voided Check Entries

[^3]:    V - Denotes Voided Check Entries

[^4]:    Kevin T. Gee
    Project Manager
    GOODNAHN-LASITER :
    936-637-4900

[^5]:    BSOO ST, MGHNAY SS. SLYTE IDE • COLI ESE STATION, TEXAS • TTEAE PO / 381015, 15.0

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