

THE STATE OF TEXAS
COUNTY OF SABINE

SPECIAL MEETING

On this the 2nd day of January, 1976 the Honorable Commissioners Court met in special session with the following members present, to-wit:

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

The Court approved the Bond and Oath of Marie White, Tax Assessor-Collector Sabine County, Texas and Judge W. T. Love administered the oath of Office.

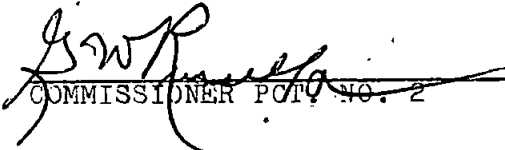
Motion by Commissioner Paul Lout seconded by Commissioner R. E. Smith and by unanimous vote the Court approved Donna Swaze to temporary employment in the Tax Assesor-Collectors office through January 12, 1976 at the minimum wage rate.


Motion by Commissioner R. E. Smith, seconded by Commissioner G.W. Russell, Jr. and with all voting "aye" the Court appointed Marsha Williams Deputy Tax Assessor-Collector, Sabine County, Texas, effective Jan. 1, 1976.


COUNTY JUDGE


COMMISSIONER PCT. NO. 1


COMMISSIONER PCT. NO. 3


COMMISSIONER PCT. NO. 2


CLERK OF COURT

THE STATE OF TEXAS
COUNTY OF SABINE

On this the 12th day of January, 1976 the Honorable Commissioners Court met in regular session with the following members present to-wit:

W. T. Love	County Judge
R. E. Smith	Commissioner, Prec. No. 1
G. W. Russell	Commissioner, Prec. No. 2
Paul Lout	Commissioner, Prec. No. 3
Jimmy Vickers	Commissioner, Prec. No. 4

Motion by Commissioner, G. W. Russell, Jr. seconded by Commissioner Jimmy Vickers and by unanimous vote, John McCary, Courthouse Custodian

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was authorized a \$50.00 per month increase in Salary effective January 1, 1976

Motion by commissioner R. E. Smith, seconded by Commissioner G. W. Russell, Jr. and by unanimous consent, Frank Mears, County Agent for Sabine County was authorized a \$50.00 per month raise in salary effective January 1, 1976.

Motion by Commissioner G. W. Russell, Jr. seconded by Commissioner Paul Lout and with all voting "aye" the court authorized a salary increase of \$50.00 per month for Marie White, newly appointed Tax-Assessor-collector, Sabine County, Texas effective January 1, 1976 and whose salary including the raise would be \$544.00 per month.

By reason of her appointment as Deputy Tax Assessor-Collector the salary of Marsha Kay Williams was set at \$406.00 per month effective January 1, 1976.

Motion by Commissioner G. W. Russell, Jr. seconded by Commissioner R. E. Smith the court voted unanimously to increase the salaries of the employees of the various commissioners precincts by 25 cents per hour.

Motion by Commissioner Jimmy Vickers to increase courthouse employees by 25 cents per hour, did not receive a second to the motion.

Motion by Commissioner R. E. Smith seconded Commissioner G. W. Russell, Jr. and with all concurring the court authorized a salary increase of \$25.00 per month to Oscar P. Pate, County Service Officer, effective January 1, 1976.

Motion by Commissioner Paul Lout, seconded by Commissioner R. E. Smith, the court voted unanimously to authorize Bobby G. White, Justice of the Peace, Precinct No. 4 an expense account of \$50.00 per month effective January 1, 1976.

In compliance with Article 3912E, Section 2, R.C.S., motion by Commissioner R. E. Smith, seconded by Commissioner G. W. Russell, Jr. and with all voting "Aye" the court directed that Sabine County continue compensating its County officers for the fiscal year 1976 on the basis of an annual salary.

Motion by Commissioner R. E. Smith, seconded by Commissioner Paul Lout and by unanimous vote, the request of Claude Taylor, to appoint, Phillip C. Taylor to be his Deputy Constable was denied by the Court.

Royce Smith, agent for the Western Surety Insurance Company appeared before the court and announced that Western Surety did not



wish to write Workmans Compensation for Sabine County when the present policy expires in February 1976.

Motion by Commissioner Paul Lout, seconded by Commissioner R. E. S. Smith and with all voting "Aye", the court reaffirmed that the Brooms Gin Road which leads off FM 2024 in a southerly direction across the Britton Smith property, is a county road.

RESOLUTION AND ORDER

A motion was made by Commissioner R. E. Smith to accept the recommendation of County Attorney James Allen Payne as follow: "It is hereby ordered that the County Court of Sabine County shall have four (4) regular terms for the transaction of civil, criminal, and probate business during 1976. The terms shall begin on the first Monday in February, May, August, and November and each term shall continue and the Court remain in session until the beginning of the next succeeding regular term. The sessions or sittings of the County Court during each term are entirely within the discretion and control of the Judge of the Court." The motion was seconded by Commissioner G. W. Russell, Jr. and carried unanimously.

H. P. Love
COUNTY JUDGE

R. E. Smith
COMMISSIONER PCT. NO. 1

Paul Lout
COMMISSIONER PCT. NO. 3

[Signature]
CLERK OF COURT

ATTEST: [Signature]
COUNTY CLERK

MR. Trekell appeared before the Court concerning impounding live-stock running-at-large on government property. A meeting will be held in the future on this matter.

The following letter was presented to the Court:

To The Honorable County Commissioner Court:

I recommend that Donna Swayze be appointed as deputy Tax-Assessor-Collector, Sabine County, Texas affected January 12, 1976.

Marie White /s/

Motion by Commissioner G. W. Russell Jr., seconded by Commissioner Paul Lout and with all in favor of the motion, Donna Swayze was appointed Assistant Deputy Tax-Assessor-Collector at a salary of \$2.30 per hour effective January 12, 1976.

Motion by Commissioner Paul Lout, seconded by Commissioner G. W. Russell, Jr, and with all concurring the following budget was approved by the court:

FRANK MIEARS
COUNTY AGENT BUDGET

Salary: \$2208.00

Travel: \$499.92

Supplies & Telephone

\$500.00

The Court directed that the following amounts be transferred to Officer Salary Fund from the funds indicated.

GENERAL COUNTY \$18981.52

PERMANENT IMPROVEMENT \$5745.24

JURY \$4716.88

W. T. Love
COUNTY JUDGE

R. E. Smith
COMMISSIONER PCT. NO. 1

Paul Lout
COMMISSIONER PCT. NO. 3

G. W. Russell
COMMISSIONER PCT. NO. 2

W. H. ...
COMMISSIONER PCT. NO. 4

CLERK OF COURT

THE STATE OF TEXAS

COUNTY OF SABINE

On this the 20th day of January, 1976 the Honorable Commissioners Court met in Special session with the following members present, to-wit:

- W. T. Love County Judge
- R. E. Smith Commissioner, Prec. No. 1
- G. W. Russell, Jr. Commissioner, Prec. No. 2
- Paul Lout Commissioner, Prec. No. 3

Motion by Commissioner R. E. Smith, seconded by Commissioner G. W. Russell, Jr. and by unanimous approval, the following RESOLUTION and AGREEMENT, marked exhibits A & B, and attached hereto were adopted by the Court.

COUNTY JUDGE

R. E. Smith
COMMISSIONER, PREC. NO. 1

Paul Lout
COMMISSIONER, PREC. NO. 3

G. W. Russell
COMMISSIONER, PREC. NO. 2

CLERK OF THE COURT



RESOLUTION

WHEREAS, Recent legislation (namely, S.B. 283) passed by the 1973 Regular Session of the Texas Legislature requires that political subdivisions provide Workmen's Compensation Insurance Benefits to their employees, in accordance with a time frame included in the legislation, and

WHEREAS, It is our desire to comply with the new law and to improve working conditions within our political subdivisions by providing Workmen's Compensation Insurance Benefits to our employees, and

WHEREAS, We have examined the Bylaws, rules and regulations and terms of the Agreement of the Deep East Texas Workmen's Compensation Insurance Fund, and

WHEREAS, After examining the above-described documents, we find said documents to be consistent with good business practices and the provisions of Article 8309h Sections 2 and 4 of the Texas Workmen's Compensation Law;

NOW THEREFORE BE IT RESOLVED BY THE Commissioners Court
(Governing Body)

OF THE County of Sabine THAT:
(Name of Political Subdivision)

1. The County of Sabine will
(Name of Political Subdivision)
provide Workmen's Compensation Insurance Benefits to its employees, effective February 1, 1976, by becoming a member of the Deep East Texas Workmen's Compensation Insurance Fund, a joint fund established to provide Workmen's Compensation Insurance Coverage for the political subdivisions located in the Deep East Texas State Planning Region.

2. W. T. Love, County Judge of
(Name) (Title)
the County of Sabine is
(Name of Political Subdivision)
hereby authorized to enter into an Agreement with the Deep East Texas Workmen's Compensation Insurance Fund and to negotiate the annual premium for the coverage to be provided in accordance with the established rates of the Fund.

3. W. T. Love, County Judge of
(Name) (Title)
the County of Sabine is
(Name of Political Subdivision)
hereby designated as the County of Sabine
(Name of Political Subdivision)
representative on the Board of Directors of the Deep East Texas Workmen's Compensation Insurance Fund.

PASSED AND APPROVED AT A REGULAR MEETING OF THE Commissioners Court
(Governing Body)

OF THE County of Sabine, THIS THE 20th DAY
(Name of Political Subdivision)

OF January, 1976.

SIGNED:

W. T. Love
Title:

ATTEST
[Signature]
Title:

Exhibit "A"

Exhibit - "B"

A G R E E M E N T

DEEP EAST TEXAS WORKMEN'S COMPENSATION INSURANCE FUND

AND

Sabine County

(Political Subdivision)

The DEEP EAST TEXAS WORKMEN'S COMPENSATION INSURANCE FUND, hereinafter referred to as the "Fund", does hereby agree with the above-named POLITICAL SUBDIVISION, in consideration of the premiums set forth in the proposed Bylaws of the Fund, and the reliance upon the statements of the POLITICAL SUBDIVISION in its application and subject to the limits, exclusions, conditions and other terms, enter into this Insuring Agreement in accordance with Article 8309h V.A.T.S.

1. The Fund agrees to pay promptly, when due, all compensation and other benefits required of the POLITICAL SUBDIVISION by the Workmen's Compensation Law of the State of Texas, Article 8309h V.A.T.S.
2. Workmen's Compensation Law. The unqualified term, "Workmen's Compensation Law", means that Workmen's Compensation Law and Occupational Disease Law adopted and set forth in Article 8309h V.A.T.S.
3. The contraction of disease is not an accident within the meaning of the word "Accident" and the term "Bodily Injury by Accident"; and only such diseases that result directly from a bodily injury by accident is included within the term "Bodily Injury by Accident". The term "Bodily Injury by Disease" include only such diseases as is not included within the term "Bodily Injury by Accident".
4. This Agreement applies only to injuries by accident occurring during the Agreement period; or by disease caused or aggravated by exposure, of which the last day of the last exposure under the employment of the POLITICAL SUBDIVISION, to conditions causing the disease, occurs during the Agreement period.
5. This Agreement does not apply to punitive or exemplary damages on account of bodily injury to, or death of, any employee employed in violation of law; or with respect to any employee employed in violation of law with a knowledge or acquiescence of the POLITICAL SUBDIVISION.
6. The premium charged under this Agreement will be determined as set forth by the Board of Directors by the power given them as set out in the Bylaws of the Fund.
7. Terms of Agreement: The terms of this Agreement will run from 12:01 a.m. February 1, 1976, through 11:59 p.m. January 31, 1977.
8. The Fund and any rating authority having jurisdiction by law shall each be permitted, but not obligated, to inspect at any reasonable time the work places, operations, machinery and equipment of the POLITICAL SUBDIVISION. Neither the right to make inspections, nor the making thereof, nor any report thereof, shall constitute an undertaking on behalf of, or for the benefit of, the POLITICAL SUBDIVISION or others; to determine or warrant that such working places, operations, machinery or equipment are safe.

The Fund, and any rating authority having jurisdiction by law, shall each be permitted to examine the POLITICAL SUBDIVISION payroll records, general ledger, disbursements, vouchers, contracts, tax reports and all other books, documents and records of any and every kind, at any reasonable time during the Agreement period, and any extension thereof, and within three years after termination of this Agreement, as far as they show, or tend to verify, the amount of remuneration or other premium basis, or related to the subject matter of this Agreement.

9. When an injury occurs, written and oral notice by phone, shall be given by, and on behalf of, the POLITICAL SUBDIVISION to the Fund, or any of its authorized agents, as soon as practical. Such notice shall contain particulars sufficient to identify the POLITICAL SUBDIVISION and the injured person or persons, also reasonably obtainable information respecting the time, place and circumstances of the injury, the names and addresses of available witnesses, etc., to complete the required injury reports.
10. If claim is made, or suit or other proceedings are brought against the POLITICAL SUBDIVISION concerning Workmen's Compensation Insurance, the POLITICAL SUBDIVISION shall immediately forward to the Fund every demand notice, summons or other process received by them.
11. The POLITICAL SUBDIVISION shall cooperate with the Fund and, upon the Fund's request, shall attend hearings and trials and shall assist in affecting the settlements, securing evidence, obtain the attendance of witnesses and the conduct of suits or proceedings. The POLITICAL SUBDIVISION shall not, except at its own expense, voluntarily make any payment, assume any obligation, incur any expense, other than for such immediate medical and other services at the time of injury as required by the Workmen's Compensation Law.
12. The Fund shall be directly and primarily liable to any person entitled to the benefits of the Workmen's Compensation Law under this Agreement. The obligations of the Fund shall be enforced by such person, or for his benefit by any agency authorized by law, whether against the Fund alone, or jointly with the POLITICAL SUBDIVISION. Any default of the POLITICAL SUBDIVISION shall not relieve the Fund of any of its obligations under the Workmen's Compensation Law.
13. As between the employee and the Fund, notice or knowledge of the injury on the part of the POLITICAL SUBDIVISION shall be noticed or acknowledged as the case may be, on the part of the Fund; the jurisdiction of the POLITICAL SUBDIVISION, for the purpose of the Workmen's Compensation Law, shall be the jurisdiction of the Fund and the Fund shall, in all things, be bound by, and subject to, the findings, judgments, awards, decrees, orders or decisions rendered against the POLITICAL SUBDIVISION in the form and manner provided by such law and with the terms, limitations or provisions of this Agreement, not inconsistent with such law.
14. All provisions of the Workmen's Compensation Law shall be and remain a part of this Agreement as fully and completely as if written herein, as far as they apply to compensation of the benefits provided by this Agreement and to special taxes, payments to security or other special funds and the assessments required of, or levied against, compensation

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funds under such law or amendments thereto; and nothing herein shall relieve the POLITICAL SUBDIVISION of the obligations imposed upon the POLITICAL SUBDIVISION by the other terms of this policy.

15. The POLITICAL SUBDIVISION shall reimburse the Fund for any payments required of the Fund under the Workmen's Compensation Law, in excess of the benefits regularly provided by this law, because of injury to any employee by reason of a serious and willful conduct of the POLITICAL SUBDIVISION, or any employee of the POLITICAL SUBDIVISION in violation of law with the knowledge or acquiescence of the POLITICAL SUBDIVISION or any officer thereof. This provision shall also apply to the misclassification of an employee to the detriment of the Fund.
16. In the event of any payment under this Agreement the Fund shall be subrogated to all the rights of recovery thereof of the POLITICAL SUBDIVISION and any person entitled to the benefits against any person or organization, and the POLITICAL SUBDIVISION shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The POLITICAL SUBDIVISION shall do nothing after a loss to prejudice such rights.
17. This Agreement can only become cancelled in accordance with the Bylaws of the Fund.
18. Should any of the terms of this Agreement be in conflict with the provisions of the Workmen's Compensation Law (Article 8309h), they are hereby amended to conform to such law.
19. By the acceptance of this Agreement, the POLITICAL SUBDIVISION agrees that the statements in the application are their agreements in representation, that this Agreement is issued in reliance upon the truth of such representations, and that this Agreement embodies all agreements existing between the POLITICAL SUBDIVISION and the Fund.
20. In witness whereof, the Fund has caused this Agreement to be signed by its Director.

DEEP EAST TEXAS WORKMEN'S
COMPENSATION INSURANCE FUND

By: Danny Newsom
Danny Newsom, Director

INSURED:

Sabine County
(Political Subdivision)

By: W. P. Love

TITLE: County Judge

I W. W. Cavender, County Clerk of Sabine County, Texas do hereby certify that the foregoing instrument was filed _____

1976 at _____ O'clock _____ M and duly recorded 1-22

1976 at 2 O'clock P M.

W. W. Cavender CLERK BY Gayle Leone DEPUTY.