

THE STATE OF TEXAS

COUNTY OF SABINE

On this the 9th day of January, 1978, the Honorable Commissioners' Court met in regular session with the following present, to-wit:

W. T. Love	County Judge
R. E. Smith	Commissioner, Precinct No. 1
G. W. Russell, Jr.	Commissioner, Precinct No. 2
Eldridge Ellison	Commissioner, Precinct No. 3
Jimmy Vickers	Commissioner, Precinct No. 4
Minnie Gooch	Clerk of the Court

Motion by Commissioner R. E. Smith, seconded by Commissioner G. W. Russell, Jr. and with all voting "Aye" the Court ruled that Sabine County employees be compensated on a Salary Basis for the year 1978.

Motion by Commissioner G. W. Russell, Jr., seconded by Commissioner R. E. Smith and by unanimous consent the court entered into an Agreement for Texas Association of Counties Unemployment Compensation Group Account Fund. Marked "Exhibit A" and attached to Minutes of this date.

Motion by Commissioner G. W. Russell, Jr., seconded by Commissioner Jimmy Vickers and with all voting in favor of the motion the court authorized the Sheriff to hire extra help for the sheriff's office, effective January 16, 1978 at a salary of \$438.43 and expense of \$98.00 per month.

Accounts were allowed and made payable.

There being no further business, the court adjourned.

INTERLOCAL AGREEMENT

FOR

Texas Association of Counties Unemployment Compensation Group Account Fund

This Contract and Agreement entered into and between the Texas Association of Counties Unemployment Compensation Group Account Fund (hereinafter referred to as "Fund") and SABINE COUNTY, (hereinafter referred to as "Fund Member") is for the purpose of providing the statutory benefits prescribed by Article 5221b, V.A.C.S. of the Texas Unemployment Compensation Act for employees of political subdivisions.

WITNESSETH:

1. The Term of this Contract shall be for a term of twenty-four months commencing on January 1, 1978.

By this instrument the above-named Fund member, an employing unit which is a political subdivision of the State of Texas and whose address is Hemphill, Texas appoints the Fund as its agent to represent it in its relations with the Texas Employment Commission, and specifically authorizes said agent to transact any and all business as between Fund Member and said Commission and to do any and all acts necessary thereto.

2. By the execution of this agreement, the Fund Member elects in accordance with Section 8(b)(3) of the Texas Unemployment Compensation Act to pay reimbursements for benefits paid out as authorized by said act and as provided by this agreement.

3. Fund Member agrees to promptly make such payments as are necessary to the Fund for all sums due by the Fund to the Commission, and will also share in the cost of a surety bond or adjusted surety bond if such bonds are requested by the Commission. The Fund Member shall submit to the Fund a payroll estimate of its employees for the first quarter of 1978 and pay into the Fund .8 of 1% of its estimated payroll for the quarter, by the 10th of January, 1978. At the beginning of each succeeding calendar year quarter, the Fund Member shall pay .8 of 1% of its preceding quarter's payroll on all non-elected employees including part-time, up to \$6,000 per employee annually.

4. A Fund Member may withdraw from the Fund upon 90 days written notice of intent to terminate. All liability for claims charged to that Member after termination date and prior to the date the Fund ceases to be responsible to TEC for claims against said withdrawing member will become the liability of said Member and the Fund is to be reimbursed for any claims paid after such termination by Fund Member, such reimbursement to be made within 10 days of notice that payment is due. Any remaining balance belonging to the Member held by the Fund at date of termination will be returned to said Member after all claims attributable to the period involved have been determined.

5. Fund Member will furnish reports and information to the Fund and to the TEC that are necessary for administration of the Texas Unemployment Compensation Act. The Fund Member agrees that it will appoint an Unemployment Compensation coordinator, and that the Fund and its contractor shall not be required to contact any other individual except this one designated person. Any notice to or any agreement made by the Fund with the coordinator shall be binding upon the Fund Member. The Fund Member reserves the right to change the coordinator from time to time by giving written notice to the Fund and to the contractor.

6. The Fund will maintain separate accounts for each Fund Member, reflecting the amounts of deposits made by such member, claims paid out, and other charges and credits that affect the obligations of the Fund Member to the Fund, and of the Fund to the member. Each quarter the Fund will supply to each Fund Member a computer printout involving a statement of claims, claims status, and activity report cumulative for each Fund year.

7. The Fund Member agrees to abide by the Bylaws of the Fund.

8. The Fund Member must be a member in good standing of the TAC, and failure to pay annual dues to TAC will constitute grounds for termination.

9. The failure of Fund Member to pay charges or file payroll reports when due, is grounds for termination, and said Member shall accept all responsibility for claims and charges by TEC allocable to Fund Member.

10. Deposits by Fund Members will be invested by Executive Director of TAC under guidelines and authority of the Unemployment Compensation Board of Trustees, established pursuant to the By-Laws. Interest from the monies invested will be used to pay for the services of Reed Roberts, Associates, (presently, \$1.80 per employee per year, and counting two part-time employees as Equalling one full time employee) and \$0.20 per employee per year for the administrative cost to TAC.

"Exhibit A"

11. The Fund will pay all claims billed by TEC against Fund Members. In the event a Fund Member's claims exceed its Fund balance, the Member will be billed for the amount of the deficiency. Also, if the Fund balance maintained in the account of the Fund Member does not produce enough interest to pay Reed Roberts and TAC the above mentioned fees for a year, the Fund Member will be billed the deficiency.

12. Fund Member agrees to adhere to all provisions of this Agreement, and to make payments within 10 days of billing.  
Executed in triplicate originals this the 9<sup>th</sup> day of January, 1978.

Texas Association of Counties  
Unemployment Compensation  
Group Account Fund

By *Sam E. Clonts*  
Sam E. Clonts  
Executive Director

By *[Signature]*  
County Judge  
*[Signature]* County, Texas

Attest:

*Minnie Gooch*  
County Clerk  
*[Signature]* County, Texas

COORDINATOR:

Minnie Gooch

Telephone 713-787-3786  
P. O. Box 716  
Hemphill, Texas 75948

(Return two executed copies)

*W. P. Love*

COUNTY JUDGE

*R. E. Smith*

COMMISSIONER, PRECINCT NO. 1

*E. Ellison*

COMMISSIONER, PRECINCT NO. 3

*G. W. Russell*

COMMISSIONER, PRECINCT NO. 2

*J. Wick*

COMMISSIONER, PRECINCT NO. 4

*Minnie Goach*

CLERK OF THE COURT