Monday, June 8, 1992, the Sabine County Commissioners Court met in a regular session at 8:30 A. M., with the following members present:

Richard L. smith

Carlin McDaniel

Commissioner, Prct. # 1

Lynn Smith

Commissioner, Prct. # 2

James H. Conn

Commissioner, Prct. # 3

Chester Cox, Sr.

Commissioner, Prct. # 4

Nadine Gary

County Clerk

Meeting was called to order by Judge Richard Smith; Brother Clarence Howell led opening prayer.

Minutes of last meeting were approved as read. Monthly reports were presented for approval.

#3 - Open Bids for county Health Insurance: Pill Vrooman, a local agent, presented two bids: Bid from Guardian Life, our present carrier was: Health, \$223.29 per employee, and Life \$13.95, making a total cost of \$237.24, with \$450.00 deductable.

Bid from Lamar Life with \$250.00 deductable is: Health\$151.18, and Life \$16.58, making a total of \$167.76. This also has dependent coverage available. Both bids includes a \$15,000.00 Life Policy.

Motion was made by Commissioner Chester Cox to accept bid from Lamar Life. commissioner Jimmy Conn seconded, and motion carried.

#4 - Sabine County Fire Fighters' Association: Tabled until meeting June 22nd.

#5 - Susan Dunmire informed the Court a road in Precinct 2, which has been a public road for years, now has a gate across it. She asked that it be re-opened since it leads to some of her property. Dwayne Williams from Brookeland, who put the gate up, was called and asked to come to court.

While waiting for Mr. Williams, Court went into executive session. Went back into open session at 9:49.

The Court accepted a letter of resignation from Bobby G. White, J.P. Prct. 4. This letter was presented as a matter of record. Thomas Hamilton, J. P. Prct. 1, questioned filling this vacancy, due to re-districting. Motion was made by Commissioner Chester Cox to appoint Gayla McBride as J. P. 4 until next election. Commissioner Jimmy Conn seconded, and motion carried, with 3 voting for, and Commissioner Lynn Smith voted against.

#8 - Motion was made by Commissioner McDaniel to pay medical bills from the Sheriff's department as they come in, and have County Attorney start legal action to get reimbursed. Commissioner Conn seconded, and motion carried.

Motion was made by Commissioner Lynn Smith to approve Blue Warrant agreement with the Texas Department of Criminal Justice to allow prisioners in Sabine county jail on parole violations to be transferred to an approved facility. commissioner Cox seconded, and motion carried.

Due to sensitive equipment in County Jail, Sheriff Greer requested a "No Smoking" policy for prisioners, employees, and visitors to the jail. Motion was made by Commissioner Smith to approve this policy. Commissioner McDaniel seconded, and motion carried, with 3 voting for. Commissioner Conn voted against.

Vol W Pg 202

Dwayne Williams arrived and informed the Court maintenance of road in question had been swapped to the Forest Service 25 or 30 years ago. No action taken. Commissioner Lynn Smith made motion to table until meeting June 22. Commissioner Chester Cox seconded, and motion carried.

Commissioner Carlin McDaniel made the motion to adopt a "No Soliciting" policy in County Court house. Commissioner Jimmy Conn seconded, and motion carried.

Municipal Lease Agreement on Bo-Mag Recycler - No action taken.

Motion was made by Commissioner McDaniel, seconded by Commissioner Conn, to approve purchase of a numbering machine for the County Clerk's office at a price of \$650.00. Motion carried.

Commissioner cox made the motion to pay bills. Commissioner Conn seconded. Commissioner Cox withdrew his motion.

Motion was made by Commissioner Cox to set Friday, July 3 as July 4th holiday. Commissioner Conn seconded, and motion carried.

Commissioner McDaniel made motion to pay bills. Commissioner Conn seconded, and motion carried.

Meeting adjourned.

COUNTY JUDGE

COMMISSIONER, PRCT. # 1

COMMISSIONER, PRCT. # 2

COMMISSIONER, PRCT. # 3

COMMISSIONER, PRCT. # 4

COUNTY OF EDV

vol W Po 203

Date Received	Vendor Name	Brief Description	Check#	Assaunt	A
05/26/92 05/28/92 05/28/92 05/28/92 05/21/92 06/01/92 06/02/92 06/03/92 06/04/92	Postmaster East Texas Ed. & Off Supp Butler Paper Michael J. Adams Terrill Petroleum Co., In	Telephone bills; Judge - 133.23; Treasurer - 29.63; Attorney - 45.63; J.P.#1 32.46; Vetera 29.88; Tax Assessor - 95.93; Co. Agent - 40.3 District Clerk - 49.20; County Clerk 30.53 and Sheriff - 338.74 Postage Meter	ns 0; 52894 52895 52916 52915 52917 52918 52904 52909	General General General General General General General General General	\$ 825.5 1,500.00 288.00 232.1 375.00 52.70 4,616.0 30.65
06/05/92 06/05/92 06/05/92 06/05/92 06/05/92 06/05/92	Naomi Louise Clark Gladys Nacine Gary Theresa Diane Husband Deight P. McDaniel B. Janice McDaniel Johnnie Lou Palmer Yvette Louise Parks	50331.0 - 79.59; 50332.0 - 104.24; 50380.0 - 33.84  Salary - 1/2 Month	52913 1377 1378 1379 1380 1381 1382 1383	General General General General General General General General	1,284.9 352.6 393.7 528.7 572.4 381.1 395.5

Attest: Made County Clerk

Grand Total

Fund Totals

Total

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
06/05/92 06/04/92 06/04/92	Thomas R. Philips Tammy Sepulvado Richard L. Smith Ollie Faye Sparks James L. Thornton Terry Lynn Vaughn Tanya Kim Walker Bruce White Rhonda S. Williams James Edgar Williams Lawton P. Crain Johnnie Lou Palmer Yvette Parks Thomas R. Philips Mary Lou Russell Terry Lynn Vaughn Bruce W. White James Edgar Williams Joe Bass Sharon Snow Community Coffee  Coast to Coast Sabine Co. Appraisal Dist	Salary - 1/2 Month Salary - Holiday pay - 05/25/92 Salary - Holiday pay - 05/25/92 & 16 hrs. 0/ Salary - 16 hrs. Overtine Salary - Holiday pay - 05/25/92 Salary - Holiday pay - 05/25/92 Salary - Holiday pay - 05/25/92 & 16 hrs. 0/ Salary - Holiday pay - 05/25/92 Mowing Refund for Road & Bridge Tax Invoice # 9270-3880; 4074; 4272; 4463; 4652; 4848, Coffee for jail Invoice #758-312; 407; 408; 410; 412	1396 1397 I 1398	General	\$ 661.22 381.17 719.02 503.72 677.60 409.92 543.72 618.10 381.17 380.55 19.73 132.84 102.80 32.85 126.20 148.76 32.85 19.73 20.00 5.00 101.00 29.06 1,623.50

Fund Totals

Total

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
06/04/92	Corley's	Reibersment for Lynn Smith	52923	General	20.25 377.77
06/04/92	Brookshires	Food Bill for inmates special diet	52924	General	14.63
06/04/92	Reliable	Invoice #6247601 Supplies for Sheriff office	52926	General	69.74
06/04/92	Xerox	Invoice #533218062 Customer #957240211	52927	General	40.35
06/04/92	Viking Office PRoducts	Invoice #500386 Supplies for Sheriffs Dept	52928	General	220.95
06/04/92	Superior Supply Company	Invoice #2376 Supplies for jail	52929	General	87.55
06/04/92	K-C Drugs #2	Rx #176444; 177324; 177325 Horne & 2 for Buel	au 52930	General	85.00
06/04/92	Martin F. Rueffer D.D.S.	John Lord X-Rays (2)	52931	General	105.00
06/04/92	Eastex Medical Lab., Inc.	Bill for Lee Rash Account # RAS1040	52932	General	775.00
06/04/92	Leonard D. Shockey M.D.	Bill for Lee Rash	52933	General	
06/04/92	Sabine Co. Hospital	Bill for Broyal Armstrong	52934	General	1,112.05
06/04/92	Edgars Conoco	Invoice #6456762 Sheriffs car	52935	General	218.35
06/04/92	Jordan's Auto Supply	Invoice #20595	52936	General	15.40 786.61
06/04/92	Hemphill Motor Company	Invoice #051224; 51192; 51224	52937	General	
06/04/92	Terrill Petroleum Co., In	c. Fuel for Sheriff Dept.	52938	General	1,095.00
06/04/92	Corley's	#65; 61; 62   Fuel for Sheriff Dept.	52939	General	69.32
06/04/92	Hemphill Postmaster	Stamps for County Clerks Office	52940	General	29.00
06/03/92	Secretary of State	Registration Fee to attend Election Law Semin	nar 52941	General	60.00
06/01/92	Coast to Coast	Supplies for Courthouse Invoice #758404	52942	General	3.89
06/04/92	Brookshires	Invoice #185795 coffee cup for Judge	52948	General	6.49
06/04/92	Lufkin Typewriter & Cash	Reg. Invoice #003940 Supplies Ollie Fay	52944	General	11.10
06/04/92	B & W hardware	Supplies for Courthouse	52945	General	22.93
06/04/92	Blan Greer	Board Bill for May 1992	52946	General	739.20
06/04/92	Rogers Office Supply	Invoice #8884 Tax office	52947	General	2.95

Grand Total

Approved:

Attest:

Fund Totals

Total

Date Received	Vendor Name	Brief Description	Check#	Account	Amount .
06/04/92 06/04/92 06/04/92 06/05/92 06/08/92 06/08/92 06/08/92 06/08/92 06/08/92	Lanes Xerox Corporation Xerox Corporation Procella Service Station W. L. Boone Teresa F. Moody Lula Jane Parks T. W. Thomas Jodie Douglas Welch	Reciept #13 Invoice #033319932 Customer #662767672 Invoice #033319933 Customer #972290217 Service car, Unit #64 and flats Salary - 48 hrs. @ 5.00 hr Dump - Part Ti Salary - 54 hrs. @ 4.25 hr Dump - Part Ti Salary - 48 hrs. @ 5.00 hr Part Time Salary - 48 hrs. @ 5.00 hr Part Time Salary - 71½ hrs. @ 4.25 hr Dump - Part Ti Salary - 64 hrs. @ 4.50 hr Dump - Part Ti	he 1403 1404 Time 1405	General General General General General General General General General	9.95 192.00 267.00 82.50 221.64 211.94 208.74 272.54 245.24
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Grand Total

pproved:

Attest:

Fund Totals

\$27,220.40 Total

Date Received	Vendor Name	Brief Description	´ Check#	Account	Amount
06/02/92	Texas Co.& Dist.Retire.	Retirement Report for May, 1992	52904	Criminal Justice	\$ 163.12
06/01/92	First State Bank	Social Security and Withholding for wages paid 05/31/92	5.2902	  Criminal Justice	291.26
06/04/92	   Hemphill Motor Company,Ir	c. 1992 Ford U340 Explorer XL 4x4 4 wheel Driv	·þ		
	<u> </u>	4 Door/112	52954	Criminal Justice	
06/04/92	Gall's, Inc.	Invoice #1409808 - Equipment for Explorer	52955	Criminal Justice	1,282.23
06/04/92	Jefferson County Council on Alcohol and Drug Abus	eClient - Ronnie Pearson for the month of May,	1992 52956	Criminal Justice	540.00
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Grand Total

Approved:

County Judge

C. Carlin he Danil

Comm. Pct. 2

Attest:

County Clerk Date
Comm. Pct. -3

Chester D. Coylic

Total \$21,215.61

VOI W PG 208

	N. L. Nama	Brief Description	Check#	Account	Amount
06/03/92 06/03/92	Vendor Name  Motorola Credit Corporati  Capital City Leasing, Inc.	on Invoice #20034052 - Radio Communications Equipment	52952 52953	Debt Service Debt Service	\$4,012.07 715.33
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**Grand Total** 

Approved: County Judge

Attest:

Fund Totals Debt Service

XXXXXXXXXXX

XXXXXXXXXX

Total \$4,727.40

Sabine County, Texas Summary of claims to be approved \_\_\_\_J June 8

Date Received	Vendor Name	Brief Description	Check#	Account	<del></del>
05/29/92 05/29/92 05/29/92 05/29/92 06/01/92 06/01/92 06/01/92 06/04/92 06/04/92 06/04/92 06/04/92 06/04/92 06/04/92 06/08/92 06/08/92 06/08/92	First State Bank  Sears East Texas Mill Supply Leslo Sales of Hemphill Terrill Petroleum Co., Hemphill Tire Store Terrill Petroleum Co., In Texas Co.& Dist. Retire. City of Hemphill David Cook Trucks & Equip Napa Auto Parts  Napa Auto Parts Pineland Turf & Tree Equipment Napa Auto Parts Keith Clent Clark Dascome Davis Felts Jerry Ray Miller Comelco Leasing Co.	Retirement Report for More 1000	52896 52900 52957 52958 52959 52960 52961 52905 52912 52962 52963 52964 52965 52966 1106 1109 1114	Account  Road & Bridge #1	\$ 641.7 570.7 107.9 55.5 328.5 183.7 1,968.1 710.9 20.0 118.1 145.0 6.0 4.0 169.9 427.5 193.3 470.6

Attest:

Grand Total

Fund Totals

Date Received	Vendor Name	Brief Description	Check#	- Account	A
05/29/92 Ja 05/29/92 Cc 05/29/92 Gc 05/29/92 Gc 06/01/92 Tc 06/01/92 Gc 06/01/92 Gc 06/01/92 Tc 06/01/92 Tc 06/02/92 Tc 06/03/92 Dc 06/04/92 Nc 06/04/92 Nc 06/04/92 Nc 06/04/92 Lc 06/08/92 Cc	levland Mack Sales, Inc. riffin Feed Company, Inc. errill Petroleum Co., exas Co.& Dist.Retire. eep E.Tex.Electric Co-OP apa Auto Parts Hemphill  apa Auto Parts urf & Tree Equipment & W Hardware ast Texas Mill Supply apa Auto Parts ynn Smith ascome Davis Felts andy Jarrell Lynn reddie Mae Moody	Social Security and Withholding for wages paid 5/26/92 Customer # 001555 Invoice #1856827 Invoice #090085 Invoice #20784; 20793; 20815; 20737; 20756 Invoice #33568; 33702; 33737	52897 52973 52974 52975 52976 52977 52978 52979 52980 52906 52910 52981 52981 52982 52983 52984 52985 52986 1109 1113 1115	Road & Bridge #2	\$ 847.26 892.24 10.00 8.00 328.50 45.95 259.80 1,115.27 1,447.48 353.36 16.43 145.06 23.55 59.81 29.99 397.40 86.74 49.72 236.82 456.26 380.55 373.59

proved:

Attest:

Fund Totals

Grand Total

Date Received Vendor Name 05/29/92 First State Bank	Brief Description	. Check#	Account	- Amount
06/02/92 Texas Co.& Dist.Ret	pment Customer #079072 Parts Invoice #0769457 Customer #079072 Parts Invoice #0770752 Invoice #104206 Oxygen & Acetylene Inc Invoice #20756; 20756; 20784; 20793; 20815 Invoice #33651All Grader; Mount Invoice #16396 Culvert Invoice #58667 Invoice # 20736 Fuel Invoice #031429; 031456; 031490; 031522; 0357 and Invoice #412303 Parts	52990 52991 52992 52993 52994 75 52996 52996 1107 1110 1111 1118	Road & Bridge #3	\$ 637.2 646.13 175.3 29.4 12.00 328.50 510.00 181.00 254.60 1,147.11 145.00 109.15 18.52 10.00 686.5 441.80 441.80 378.3 241.72

Approved:

Attest:

County Clerk

19 92

Grand Total

Fund Totals

06/02/92   Texas Co.& Dist.Retire.   May, 1992 Retirement Report   52908   Road & Bridge #4   80   100	Amount
06/01/92   East Texas Mill Supply   Invoice #9516; 9599 Parts   Invoice #031429; 031456; 031522; 031575; 031824   Salary - 80 hrs.   Colored to the color of the	870.54 804.78 24.01 328.50 179.08 193.14 ,586.50 51.36 145.06 63.88 411.84 90.00 131.02 193.94 470.63 456.26 433.45

Grand Total

Approved:

Attest:

Fund Totals

Total \$6,553.99

## PRISONER CUSTODY AGREEMENT

This Prisoner Custody Agreement (this "Agreement") is entered into as of Tune County ("County") the County Department of Criminal Justice, Pardons and Paroles Division.

## RECITALS

whereas; the Texas Department of Criminal Justice, Pardons and Paroles Division ("TDCJ PPD") has an agreement with a private organization to operate an intermediate sanction facility ("Facility") as a correctional center for certain persons described herein who are under the jurisdiction of TDCJ persons described herein who are under the jurisdiction of TDCJ persons described herein who are under the jurisdiction of TDCJ persons described herein who are under the jurisdiction who have persons the custody of County authorities, and who have violated the terms and/or conditions of their parole;

WHEREAS, TDCT PPD: and the County desire to enter into this Agreement to which the State of Texas will assume responsibility for the physical custody and care of certain prisoners previously incarcerated by County pursuant to the County's previously incarcerated by County pursuant to the County's authority to detain prisoners in a detention facility operated authority to detain prisoners in a detention facility operated by a private organization under Local Government Code Section 351.101;

- 1. Assumption of Custody. In accordance with and subject to the terms of this Agreement, Texas Department of Criminal Justice, Pardons and Paroles Division shall assume physical custody, care and control of certain Blue Warrant Prisoners (as hereinafter defined) with constructive custody maintained by the hereinafter defined) with constructive custody maintained by the County. Except as otherwise set forth herein, the Texas County. Except as otherwise set forth herein, the Texas County of Criminal Justice, Pardons and Paroles Division Department of Criminal Justice, Pardons and Paroles Division shall bear all expenses associated with such physical custody, care and control of Blue Warrant Prisoners.
- 2. Eligibility Requirements. Prisoners eligible for transfer to the Facility shall be limited to technical parole violators incarcerated by County who are under the jurisdictions of TDCJ PPD by virtue of having had issued against them a Blue Warrant, which shall remain in effect, and who (a) have violated their parole, (b) are in reasonably good health, with no current and/or existing medical problem that could cause hospitalization, and (c) have had a specified time of confinement authorized by TDCJ PPD as a condition of the continuance of their parole. Such persons are referred to herein as "Blue Warrant parole. Such persons are referred to herein as "Blue Warrant Prisoners". TDCJ PPD or its designee shall be authorized to return to the physical custody of the County at County's expense, any prisoner who does not meet the eligibility requirements for incarceration at the Facility as set forth in this paragraph 2.

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PRISONER CUSTODY AGREEMENT Page: 2.

- 3. Maximum Prisoners. County may initially transfer prisoners for incarceration at the Facility, beginning on the date specified by notice of which shall be given by the Their PPD to County at least seven (7) days in advance with the maximum number of prisoners to be designated by Their PPD subject to increase or decrease upon ten (10) days notice to the County.
  - 4. Jail Standards. The Facility shall be operated and maintained in accordance with minimum jail standards of Texas Commission on Jail Standards (the "Commission"), including such variances from Jail Standards as may be approved by the Commission. If the Commission, at any time, determines that the Facility does not meet Jail Standards, either party may terminate this Agreement without penalty, at which time all Blue Warrant Prisoners shall be returned to the physical custody of County.
- Transportation. Upon County's request, the TDCJ PPD's designee shall provide at the TDCJ PPD's or it's designee's expense, transportation of all eligible Blue Warrant Prisoners from a transportation site ("Transportation Site") for the County, to be designated by the TDCJ PPD, to the Facility and back to the Transportation Site.
- 6. Release of Prisoners. Blue Warrant Prisoners who are to be released from the Facility will be returned to the physical custody of the County at the Transportation Site for release or transfer to the Institutional Division of the Texas Department of Criminal Justice by the County that incarcerated the prisoner.
- 7. Term. This Agreement is effective as of the date the first above written and shall continue until August 31, 1992, at which it may be extended for additional one year periods upon the mutual agreement of TDCJ PPD and County. Either party may cancel this Agreement upon seven: (7) days written notice to the other party, at which time TDCJ PPD will return to the physical custody of the County each of its Blue Warrant Prisoners.
  - 8. Notice. All notices required to be given hereunder shall be effective upon receipt by the party to which notice is given. Notice shall be given, if to County, to:

COMMUNITY SERVICES

92,3M4,11,NUC,SE

MECEIVED

and if to TDCJ PPD to:

PRISONER CUSTODY AGREEMENT Page 3

> Bob Owens, Division Director Texas Department of Criminal Justice Pardons and Paroles Division P.O. Bow 13401, Capitol Station Austin, Texas 78711

9. Assignmen's of Obligations. County acknowledges that it is aware that the TDCJ PPD has contracted with the private organization to provide for the care, physical custody and control of prisoners at the Facility, and hereby consents to TDCJ PPD's assignment to the private organization of all of its obligations because with respect to the physical custody. obligations hereunder with respect to the physical custody, care and control of County Blue Warrant Prisoners.

10. Termination and Return of Prisoners. In the event that (a) TDCJ PPD's contract with the private organization for the care and physical custody of prisoners at the Facility is terminated for any reason, or (b) TDCJ PPD is for any reason prevented from using the Facility to house Blue Warrant Prisoners, then this Agreement shall terminate immediately and TDCJ PPD or its designee shall return the Blue Warrant Prisoners to the physical custody of the County at the Transportation to the physical custody of the County at the Transportation Site, and County shall accept into its custody any Blue Warrant Prisoners incarcerated at the Facility who were previously incarcerated by County.

Executed as of the date first above written.

TEXAS DEPARTMENT OF CRIMINAL JUSTICE

PARDONS AND PAROLES DIVISION

BOB OWENS

DIVISION DIRECTOR PARDONS AND PAROLES COMMISSIONERS COURT OF 5abine

NAME

PRINTED OR TYPED ADDRESS:

STREET

ZIP

7-3543

CODE and PHONE NUMBER

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

NADINE BARY, COUNTY CLERK by X (1:1) A C COUNTY by Xalla

Vol W Pg 216