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THE STATE OF TEXAS

COUNTY OF SABINE

On this the 26th day of November, 1973, the Honorable Commissioners' Court met in regular session with the following members present, to-wit:

Charlie Forse	County Judge
R. E. Smith	Commissioner, Precinct No. 1
G. W. Russell, Jr.	Commissioner, Precinct No. 2
Paul Lout	Commissioner, Precinct No. 3
H. E. Wilburn	Commissioner, Precinct No. 4
W. W. Cavender	Clerk of the Court

Motion by Commissioner G. W. Russell, Jr., seconded by Commissioner Paul Lout and with all voting "AYE", the Sabine County Tax Assessor Collector was authorized a Temporary Deputy Registrar Clerk for five months effective December 10, 1973 and continuing through May 10, 1974 at a salary of \$267.50 per month to be paid out of a Special Fund to be used for defraying expenses of the registrars office in the registration of voters. The name of the Deputy Registrar is to be submitted to the Court for approval on December 10, 1973.

The Court directed that the following Contract be entered in the Minutes of the Court:

STATE OF TEXAS 0  
COUNTY OF TRAVIS 0

FILED FOR RECORD  
At 12 o'clock N M.  
Nov. 19, 1973  
/s/ W. W. Cavender  
Clerk, County Court, Sabine County  
By Minnie Gooch Deputy

FOOD STAMP CONTRACT

"The Food Stamp Act of 1964," codified as Title VII, Sections 2011 et seq., United States Code Annotated, as amended, authorized the distribution of foods through a cooperative federal-state program to be operated through normal channels of trade. This federal law authorized the Secretary of Agriculture to promulgate rules and regulations for the purpose of carrying out the functions and responsibilities imposed on the State Welfare Departments in setting up the Food Stamp Programs.

Article 695c, Vernon's Texas Civil Statutes, as amended, and other related laws authorize the Texas State Department of Public Welfare, hereinafter referred to as the Department, to administer the Food Stamp Program. Under Senate Bill No. 1, Third Called Sessions, 62nd Legislature, State of Texas, 1972, in Article III, page 169, item 24, and under House Bill No. 139, Regular Sessions, 63rd Legislature, State of Texas, 1973, in Article II, page 52, item 25, the Department is designated as the State agency to establish and operate a statewide Food Stamp Program.

The Department and the undersigned County, hereinafter referred to as the County,

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hereinafter referred to as the County, agree to enter into this contract to effectuate the implementation of a statewide Food Stamp Program.

I.

It is understood and agreed that the agreement embodied in Form 500 W now in effect should continue until the commodity inventory has been transferred to the designated site as prescribed in Article V, infra, at which time said agreement shall be terminated. Any other previous agreement and all amendments thereto which have been entered into between the County and the Department pertaining to the program for the distribution of USDA donated commodities is hereby superseded.

II.

The Department will assume total responsibility for the operation of the Food Stamp Program in the County on the effective date of this contract, and, after implementation of the State-operated program in the County, the Department will be totally responsible for the operation of the Food Stamp Program in the County.

III.

The County agrees to remain liable to the Department and the United States Government for any substantiated claim for loss or damage sustained prior to the effective date, as a result of any violation of the applicable federal or State law or regulations, or of any failure to fully account for donated foods received in connection with the Commodity Distribution Program, and on demand to pay the amount due as a result of such loss or damage. It is expressly understood and agreed that, by entering into this contract, the County is in no way relieved of any liabilities or claims, including claims resulting from audit exceptions, which may be levied against the County due to its participation in the Commodity Distribution Program prior to the effective date.

IV.

It is expressly understood and agreed that the Department is not obliged to employ any of the personnel currently employed in the County in connection with the Commodity Distribution Program when the Department assumes operation of the Food Stamp Program.

The Department may, at its discretion, employ those Commodity Distribution Program employees who meet appropriate Merit System standards. As to such employees, if any, it is further expressly understood that the Department assumes no responsibility to credit or reimburse such employees for vacation or sick leave accrued but unused by them prior to the effective date of this Contract.

V.

It is agreed that when the Department begins operation of the Food Stamp Program on the effective date, representatives of the Department will conduct an inventory of all USDA donated commodities received by the County in connection with the Commodity Distribution Program which have not been distributed by the County. Said inventory will be delivered, at County governing authority expense, to the appropriate district warehouse designated by the Department or to any appropriate warehouse of another operating county Commodity Distribution Program.

VI.

The County agrees to maintain and retain supporting fiscal documents adequate to assure that claims for federal matching funds are in accord with applicable federal requirements.

Said documents shall be maintained and retained by the County for a period of three (3) years after the date of submission of the final expenditure report. In the event

that audit by or on behalf of the federal government occurs, documents will be retained until the resolution of audit questions.

VII.

For the faithful performance of the terms of this contract, the parties hereto in their capacities as stated, affix their signatures and bind themselves, effective the 1st day of November, 1973.

STATE DEPARTMENT OF PUBLIC WELFARE

SABINE COUNTY  
COMMISSIONERS' COURT

By /s/ R. W. Vowell  
Raymond W. Vowell, Commissioner

By /s/ Charlie Forse  
County Judge

/s/ R. E. Smith  
Commissioner, Precinct 1

/s/ G. W. Russell, Jr.  
Commissioner, Precinct 2

/s/ Paul Lout  
Commissioner, Precinct 3

/s/ H. E. Wilburn  
Commissioner, Precinct 4

All accounts were allowed and made payable

There being no further business, the Court adjourned.

Charlie Forse  
COUNTY JUDGE

R. E. Smith  
COMMISSIONER, PRECINCT NO. 1

Paul Lout  
COMMISSIONER, PRECINCT NO. 3

G. W. Russell  
COMMISSIONER, PRECINCT NO. 2

H. E. Wilburn  
COMMISSIONER, PRECINCT NO. 4

CLERK OF THE COURT

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