
THE STATE OF TEXAS

COUNTY OF SABINE

On this the 26th day of October, 1976, 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
Paul Lout	Commissioner, Precinct No. 3
Jimmy R. Vickers	Commissioner, Precinct No. 4
W. W. Cavender	Clerk of the Court

Motion by Commissioner G. W. Russell, Jr., seconded by Commissioner Jimmy R. Vickers and with all voting in favor, Election Clerks will be paid \$20.00 per day.

Motion by Commissioner G.W. Russell, Jr., seconded by Commissioner R. E. Smith the Court awarded County Insurance for the Courthouse and Jail to Sabine Insurance Agency.

Motion by Commissioner G. W. Russell, Jr., seconded by Commissioner R. E. Smith and by unanimous vote, the Court approved a Grant Contract with Thomas E. Barber and Associates, a copy of which is attached to the minutes of this date and marked Exhibit "A".

The Court approved a contract with the State Department of Public Welfare for Participation in a Service Program for Families and Children and a copy of said contract is attached to the minutes of this date and marked Exhibit "B".

Motion by Commissioner G. W. Russell, Jr., seconded by Commissioner Jimmy R. Vickers that funds in Road & Bridge Special Fund, Road & Bridge Tax Fund and Lateral Road Fund be prorated among the Commissioner Road & Bridge Funds according to the number of miles of County Roads in each precinct. Voting for the motion were Commissioner G. W. Russell, Jr., Commissioner Paul Lout, and Commissioner Jimmy R. Vickers and voting against the motion was Commissioner R. E. Smith. Motion carried and on the basis of

Precinct No. 1 having 60 miles of County Roads

Precinct No. 2 having 90 miles of County Roads

Precinct No. 3 having 45 miles of County Roads

Precinct No. 4 having 120 miles of County Roads

the treasurer was directed to prorate the above funds to the various commissioner precincts at the following ratio:

Precinct No. 1-----19%

Precinct No. 2-----28%

Precinct No. 3-----15%

Precinct No. 4-----38%

The Court agreed that Federal Revenue Sharing Funds would be prorated when the funds are received.

Motion by Commissioner G. W. Russell, Jr., seconded by Commissioner R. E. Smith a resolution requesting a grant for the District Attorney's Office was approved by the Court and is attached to the minutes of this date and marked Exhibit "C".

Motion by Commissioner G. W. Russell, Jr., seconded by Commissioner R. E. Smith a resolution to the U. S. Department of Commerce was approved by the Court and is attached hereto and marked Exhibit "D".

Clyde W. Dickerson of Page Southerland Page presented a Preliminary Phase I Planning Study for the Sabine County Jail which was filed in the Court Records of this date.

Motion by Commissioner G. W. Russell, Jr., seconded by Commissioner R. E. Smith and by unanimous vote, the above Preliminary Foremat was approved and a letter noting the Courts' acceptance was signed by Judge W. T. Love and mailed to Page Southerland Page.

Motion by Commissioner R. E. Smith, seconded by Commissioner Paul Lout the Court voted unanimously to appoint Minnie Gooch Judge of the Election to canvass Absentee election returns.

Accounts were allowed and made payable.

There being no further business, the Court adjourned.

W. T. Love
COUNTY JUDGE

R. E. Smith
COMMISSIONER, PRECINCT NO. 1

Paul Lout
COMMISSIONER, PRECINCT NO. 3

G. W. Russell
COMMISSIONER, PRECINCT NO. 2

Jimmy Chiles
COMMISSIONER, PRECINCT NO. 4

D. D. Saunders
CLERK OF THE COURT

EXHIBITS ATTACHED

STATE OF TEXAS X

COUNTY OF SABINE X

This Agreement is made by and between the COUNTY OF SABINE hereinafter referred to as "County" and THOMAS E. BARBER & ASSOCIATES, hereinafter referred to as "Consultant", and is as follows:

WHEREAS, it is the intention of the County to apply for Public Works funds and participate in Title I and III of the Public Works Act of 1976 of the United States Government and secure the grant of such funds to the County for the purposes of providing employment and public works facilities for the County; and

WHEREAS, Consultant is knowledgeable and specializes in the preparation of applications and performing grant administration requirements pertaining to grants from the United States Government.

NOW THEREFORE,

It is hereby agreed by and between the County and Consultant, that Consultant is hereby employed to assist in making and processing such applications for such grants as may be applied for by the County under Title I and III of the Public Works Act of 1976 of the United States Government, pursuant to resolution or resolutions that are hereinafter passed by the Commissioners Court subject to the following terms and conditions.

1.

Consultant has advised with agents of the County including the County Judge, W. T. Love and discussed his employment contract and agreement and the County's opportunity for grants with the Commissioners Court and in a general way is familiar with the general plans and intentions of the present County Judge, W. T. Love and County.

Exhibit A

It is agreed that Consultant will advise the County of such grants as are available through the Acts of the U.S. Congress and the regulations of the administrative agencies of the Executive Department of the United States Government of such grants as are available to the County for the purpose of benefiting the County in development of its plans and satisfying its needs, through Title I and III of the Public Works Act of 1976 of the United States Government.

When the County has passed its resolution authorizing and directing its County Judge, W. T. Love, to proceed with the application for funds under Title I and III of the Public Works Act of 1976 of the United States Government, Consultant will then assist the County and its agents in the processing of such applications doing those things which are set forth in Exhibit A attached hereto, and in the completion of such additional requirements made by the Economic Development Administration or the E.P. Agency.

2.

The Consultant will submit reasonable charges monthly for his services based on two and one-half technical salaries plus reimbursable expenses. The Consultant agrees the first such submission will be after the County receives grant approval from the Government. It is agreed that such reasonable charges shall not in any event exceed an amount equal to FIVE THOUSAND & NO/100 DOLLARS (\$5,000.00).

3.

It is understood and agreed that the County shall be liable to Consultant to pay his fees out of the general funds of the County should his payment not be included in the grant as an eligible expense.

4.

The County will make available to Consultant:

1. The County's descriptive needs
2. Information necessary to prepare application for funding under Title I and III of the Public Works Act of 1976.

5.

Should either the County or Consultant fail to perform any of its obligations or responsibilities under the terms and provisions of this Contract, the only remedy of either party shall be to terminate the Contract on notice to the other party.

Either party to this Contract may terminate the same by written notice to the other, provided however, that in any event if Consultant has performed services pursuant to the resolution as above provided, and the grant is ultimately procured from the Federal Governemnt, that cancellation or termination of the Contract shall not affect the fees for services to which he is entitled under the terms and provisions of Paragraph 2 hereof.

EXECUTED this the 26 day of October,
19 76.

COUNTY OF SABINE

By: W. T. Love
W. T. Love, County Judge

Thomas E. Barber, Consultant

94

EXHIBIT A

Basic Services

The Consultant's Basic Services consist of (1) the phases described below, (2) performance of each during the first grant year of the Act and (3) shall include any additional requirements made by the Economic Development Administration or EPA or delete any requirements waived by the Administrations.

I. Application Phase

1. The Consultant shall prepare EDA or EPA application for grant conforming to the prescribed forms.
2. The Consultant shall advise as to the required documentation for the conduct and administration of the process in accordance with all civil laws and regulations.
3. The Consultant shall prepare and conduct the environmental review.
4. The Consultant shall prepare submission to the A-95 Clearinghouse.
5. The Consultant shall provide to the Attorney required draft resolutions and copies of all laws and regulations which apply to the Act.

II. Grant Administration

1. The Consultant shall recommend an organizational structure to implement public works activities and shall aid organization in developing internal capacities.
2. Consultant shall recommend and monitor procedures as to cost principles applicable to grants from the Federal Government as defined in Federal Management Circular 74-4.
3. Consultant shall establish and monitor a financial reporting system to conform to OMB Circular A-102.
4. The Consultant shall establish and monitor procedures to comply with the required administration and enforcement of labor standards.
5. The Consultant shall aid in responding to government audit findings.
6. The Consultant shall maintain liaison with EDA/EPA on matters pertaining to the process.

EXHIBIT A - Continued

III. Execution of those activities described in Part 316 570.200 of the Rules and Regulations for Local Public Works Capital Development and Investment Program as printed in the Federal Register, Volume 41, Number 164.

EXHIBIT A approved as part of the foregoing Contract,
this the 26 day of October, 1976.

COUNTY OF SABINE

By: W. T. Love
W. T. Love, County Judge

Thomas E. Barber, Consultant

APR 4 1975

Information Required for a Contract Between a County and the State Department of Public Welfare for Participation in a Service Program for Families and Children

A. There are certain basic provisions that must have the approval of the County Commissioners' Court and must be included in each contract. These provisions, listed below, shall be reviewed with the County Judge and County Commissioners to determine their willingness to accept these provisions. Any questions, objections, comments or suggestions made by these County officials should be noted in the space on the right hand side of the page.

1. The State Department of Public Welfare is responsible for the day-by-day administration of the program of services to families and children.
2. The State Department of Public Welfare shall have full responsibility for the employment, supervision and dismissal of employees in this program.
3. The State Department of Public Welfare plan for personnel administration shall be followed. This includes job classifications, salary scales, travel allowances, per diem expenses, observance of State Holidays and Merit System provisions.
4. There shall be no discrimination in employment, service, or dismissal because of race, color, religion, sex or national origin. The Civil Rights Act of 1964 shall be complied with in all operations.
5. The program must meet the child-caring and child-placing licensing standards administered by the State Department of Public Welfare.
6. The program shall include, at a minimum, the kinds of services which the State Department of Public Welfare is committed to provide under its official State Plan for services to families and children as defined in Title IV, Parts A and B of the Federal Social Security Act, as amended, and the State and Federal regulations pertaining thereto. The County has no direct responsibility and/or authority regarding services under Part A except those related to Child Welfare Services.

Exhibit B

7. The statistical and reporting systems of the State Department of Public Welfare shall be followed.
8. The County shall provide adequate office space and utilities for the staff of this program headquartered in the County.
9. The County shall provide adequate funds for all necessary child care, including boarding care, clothing, transportation of children and medical care not provided through Title XIX, according to good child care standards. Medical care shall include routine physical examinations, corrective medical treatment, immunization, hospital care, psychological evaluation and dental care (including preventive dental care). The State Department of Public Welfare will pay certain child care expenses for children eligible for the AFDC-Foster Care program and the State will pay premiums for Title XIX medical coverage for eligible children in foster care.
10. The County shall appoint a County Child Welfare Board in accord with State statutes. The size, membership and experience of the Board shall be determined by the County Commissioners' Court and the State Department of Public Welfare. Terms of the Child Welfare Board members shall be arranged so as to provide for a rotating board membership. The County Commissioners' Court and the State Department of Public Welfare shall assign duties to the Child Welfare Board including, but not limited to, the following: The Child Welfare Board will serve in an advisory capacity to the staff of the

State Department of Public Welfare, develop local policies not inconsistent with policies of the State Department of Public Welfare, prepare an annual budget for the operation of family and children's services and present this budget for consideration by the County Commissioners' Court, review regularly the expenditure of funds, and interpret the services of the Department to the community. The Child Welfare Board shall, in accord with State laws, be considered an entity of the State Department of Public Welfare for the purposes of providing State and local public welfare services for children and their families and coordinated utilization of Federal, State and local funds for these services.

11. Administrative staff of the State Department of Public Welfare shall authorize the expenditure of local funds, upon the approval of the County Child Welfare Board, for the purposes for which the Commissioners' Court allocated such funds.
12. The County Commissioners' Court, the Child Welfare Board and the State Department of Public Welfare will review the contract at least annually to determine whether revisions are needed. Any necessary amendment must have the mutual approval of the State Department of Public Welfare and the County Commissioners' Court.
13. If the State Department of Public Welfare should cease to have the legal responsibility or financial ability to fulfill this contract, the contract is immediately terminated. The County Commissioners' Court or the State Department of Public Welfare may terminate the contract for other reasons providing reasonable advance notice is given.

B. If the County agrees to the mandatory provisions listed in Section A, the division of responsibilities between the State and County for the following areas must be negotiated on an individual basis in the light of the specific circumstances existing in a particular County.

- 1. Shall the State or County be responsible for paying for staff travel necessary in the performance of official duties?

Note: As a general rule, a County is responsible for paying the travel and per diem for only the employee whose full time is devoted to protective services for neglected or abused children in the County in which the employee is headquartered. Even for these employees, the State usually pays the travel and per diem necessary for their attendance at State in-service training programs and administrative staff meetings.

- 2. Shall the State or County provide office equipment, such as desks, chairs, typewriters, recording equipment, files, etc.?

Note: It is usually the responsibility of the County to provide such office equipment for only the employee whose full time is devoted to protective services for dependent and neglected children in the County in which the staff is headquartered.

- 3. Shall the State or County provide office supplies such as paper, pencils, postage, etc.?

Note: The State Department of Public Welfare provides certain letterhead stationery, memorandum paper, envelopes, and printed forms for all offices. The County may be requested to provide other office supplies for any employee whose full time is devoted to protective services for neglected and abused children exclusively in the County in which the employee is headquartered.

4. Shall the State or County pay telephone expenses?

Note: The County is usually responsible for paying the local and long distance telephone expenses necessary in the performance of official duties by an employee whose full time is devoted exclusively to the provision of protective services for neglected or abused children in the County in which the employee is headquartered.

5. Is the County requesting probation services for delinquent children?

Note: The Department provides Child Welfare Services to children in conflict with the law if those children are below the age of ten years. If the County requests probation services to children older than nine years of age, the Regional Administrator will immediately contact his Director of Field Staff, Social Services Division, to discuss the matter.

6. What system shall be used in handling local funds?

Note: Local funds may be handled through the regular County fiscal channels and procedures, such as through the County Treasurer, or handled directly by the County Child Welfare Board. A special account, or accounts, shall be maintained to keep adoption reimbursement fees in escrow until legal consummation of adoptions, to keep unused portions of Social Security or Veteran benefit funds for the children who are in foster care and who are eligible for such funds, and to keep special donations from individuals and groups in the community.

- C. The submission of this information to State Office for the purpose of determining whether the Department and the County can agree on the terms of a contract for services to families and children. Questions or problems indicated on the questionnaire must be resolved satisfactorily before a contract can be drafted. The submission of this questionnaire to State Office does not commit the Department to enter into a contract with the County. The suggestions and requests of the County officials will be given full consideration but such suggestions or requests will be reflected in the terms of the contract only if approved by the State Office of the Department.

When a County Commissioners' Court officially votes to contract with the State Department of Public Welfare, a copy of the official minutes of the Commissioners' Court meeting, at which this action is taken, shall be submitted to the State Office of the State Department of Public Welfare.

Please list below the names of the County Judge and four County Commissioners exactly as they may appear on a contract. If the County Commissioners' Court prefers to authorize only the County Judge to sign a contract, please indicate this.

J. P. [Signature]
Judge, *[County Name]* County

R. E. Smith
Commissioner, Precinct 1

[Signature]
Commissioner, Precinct 2

[Signature]
Commissioner, Precinct 3

[Signature]
Commissioner, Precinct 4

State the date on which the County prefers for the contract to become effective:

Note: This questionnaire, when completed, should be sent to:

John H. Lindell, Administrator
Program and Policy Development Division
Social Services Branch
State Department of Public Welfare
John H. Reagan Building
Austin, Texas 78701

RESOLUTION

OF THE COUNTY OF SABINE AUTHORIZING THE FILING OF A LOCAL PUBLIC WORKS CAPITAL DEVELOPMENT ADMINISTRATION OF THE U.S. DEPARTMENT OF COMMERCE: AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE LOCAL PUBLIC WORKS CAPITAL DEVELOPMENT AND INVESTMENT PROGRAM.

WHEREAS, the Commissioners Court of Sabine County desires to cooperate with the Congress of the United States in responding to urgent needs of unemployed citizens; and

WHEREAS, the need exists for certain public works facilities in the County of Sabine; and

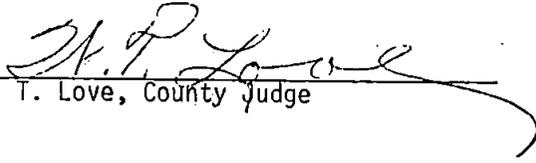
WHEREAS, it is necessary and in the best public interest that the Commissioners Court of Sabine County avail itself of Title I of the Local Public Works Capital Development and Investment Act of 1976; and

WHEREAS, the Commissioners Court of Sabine County desires the County Judge to act as the County's Chief Executive Officer and Authorized Representative;

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF SABINE COUNTY:

1. That a Local Public Works Capital Development and Investment Program Application, on behalf of the County, is hereby authorized to be filed with the Economic Development Administration.
2. That the Commissioners Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Local Public Works Capital Development and Investment Program.

Passed and Approved this 26 day of October, 1976.


W. T. Love, County Judge

ATTEST:



Exhibit C

THE STATE OF TEXAS X
COUNTY OF SABINE X

COMMISSIONERS COURT
SABINE COUNTY

RESOLUTION

WHEREAS, the County of Sabine has in the past been in full support of law enforcement, and in full support of the District Attorney's office, and has contributed financially and through contribution of space for clerical work and;

WHEREAS, it is found that the District Attorney's office is attempting to upgrade its services by use of funds now available through the Texas Criminal Justice Council by obtaining a grant therefrom. The County being in favor of such improvement and such grant for use in prosecution; and

WHEREAS, the County heretofore has been contributing, it will now therefore continue to contribute in the amounts and in the manner heretofore done, and, as stated in the Grant Application attached to and now a part of this Resolution;

BE IT THEREFORE RESOLVED, that the Commissioners' Court of Sabine County authorizes the County Judge of Sabine County to sign this Resolution favoring continued contribution and to place the same upon the Minutes of the Commissioners Court of Sabine County.

PASSED AND APPROVED, this 26 day of October, 1976.

SABINE COUNTY COMMISSIONERS' COURT

By W. T. Love
W. T. Love, County Judge

Exhibit D

104

