THE STATE OF TEXAS

COUNTY OF SABINE

On this the 22nd day of November, 1982, the Honorable Commissioners Court met in Regular Session with the following present, to-wit:

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

Motion by Commissioner, R. E. Smith, seconded by Commissioner G. W. Russell, Jr. to split the R. & B. Special money in the amount of \$3,836.10 percentage wise. All voted in favor, Motion Carried.

Motion by Commissioner G. W. Russell, Jr., seconded by Commissioner R. E. Smith to pay bills previously incurred by Precinct # 2 to Lucky's Garage in Pineland, Texas. Motion Carried.

Motion by Commissioner G. W. Russell, Jr., seconded by Commissioner R. E. Smith to close Friday & Monday for Christmas & New Years also. All voting in favor, Motion carried.

Motion by R. E. Smith, seconded by Commissioner G. W. Russell, Jr. to sign the agreement that the money the county receives from U. S. Forestry be used for schools and Road and Bridge as outlined in the status. 50 % for Road and Bridge and 50 % for schools. " See Exhibit Attached".

Motion by Commissioner G. W. Russell, Jr., seconded by Commissioner Eldridge Ellison to pay \$44,157.00 on the October bill on the jail construction.

Accounts were allowed and made payable.

There being no further business the Court adjourned.

COMMISSIONER, PRECINCT NO.1

PRECYNCT NO.

NO. 3

COMMISSIONER, PRECINCT NO. 4

## Grant

# between

# County of <u>Sabine</u>

and

# State of Texas

This Grant Agreement, is made and entered into by and between the County of <u>Sabine</u>, hereinafter referred to as the County, and the State of Texas, hereinafter referred to as the State, under the provisions of 16 U.S.C. 500 and 7 CFR 3015 and Article 2351b-4 Revised Civil Statutes of Texas.

### WITNESSETH:

WHEREAS, the County is entitled to share receipts from the National Forests located within its boundaries. Their share shall represent 25 percent of all monies received from those Forests during the fiscal year. When a National Forest is in more than one State, territory, or county the distributive share to each shall be proportional to its area therein. The "term monies received" includes: (1) all collections under the Act of June 9. 1930, (Knutson-Vandeberg Act), and (2) all amounts earned by or allowed to purchasers of National Forest timber and other Forest products, within such State, as purchaser credits for construction of roads on the National Forest Transportation System within such National Forests or parts thereof in connection with any Forest Service timber sales contract, as well as direct receipts from the sale of Forest products, minerals, and land use.

WHEREAS, monies received by the State and distributed to the County are considered a "Grant" as defined in 7 CFR 3015, Appendix A.

WHEREAS, the Office of Management and Budget (OMB) has formally indicated to the Department of Agriculture that, as a minimum, Attachments G - Standards for Grantee Financial Management Systems and P - Audit Requirements of OMB Circular A-102 shall be made applicable to these payments. These attachments are incorporated into 7 CFR 3015, subpart H and subpart I, respectively.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

A. The County shall:

1. ensure that the funds are used for the benefit of the public schools and public roads as the State legislature has prescribed; and

2. comply with subparts H and I of 7 CFR 3015.

B. The State shall:

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1. ensure that the payments will be made as soon as practical after the final distribution of funds are received by the State from the Forest Service, U. S. Department of Agriculture.

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#### It is mutually agreed that: c.

no member of, or Delegate to Congress or Resident Commissioner shall 1. be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit;

2. this agreement shall be effective upon execution by both parties hereto; and ...

3. either party may terminate the agreement by providing 60 days written notice. Unless terminated by written notice, this agreement will remain in force indefinitely.

IN WITNESS WHEREOF, the parties hereto have executed this grant as the last date written below.

I, Minnie Gooch, County Clerk, Sabine County, Texas do hereby certify

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and duly recorded

BY:

L

Hed Chamber

that the foregoing instrument was filed for record

O'Clock

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at Q

:00

Minnie Gooch, Clerk

1982

982 at

Deputy

D. EXECUTION

ed Official JUDGE anny

Author

State Authonized

1982 <u>No v</u> 3 Date

Date