

SPECIAL SESSION COMMISSIONERS' COURT

Tuesday, October 16, 2012 8:30 a.m.

Members of the Court Present:

Charles Watson	County Judge
Gene Graham	Commissioner Pct. #1
Jimmy McDaniel	Commissioner Pct. #2
Doyle Dickerson	Commissioner Pct. #3
Fayne Warner	Commissioner Pct. #4
Janice McDaniel	County Clerk

Also present: Randy Blanks with David Waxman Associates

Jamey Mayo

Judge Watson called the meeting to order.

AGENDA ITEM #1-Discuss with possible action to approve a resolution to submit a CDBG application for the FY 2013/2014 funding cycle and an interlocal agreement between Sabine County and GM

Commissioner Graham moved to approve the resolution and to submit a CDBG application for the FY 2013/2014 funding cycle and an interlocal agreement between Sabine County and GM. Commissioner McDaniel seconded. All voted for. Motion carried.

Commissioner Warner moved to adjourn. Commissioner Dickerson seconded. All voted for. Meeting adjourned.

Charles E. Watson CHARLES WATSON

Gene Graham GENE GRAHAM

Jimmy McDaniel JIMMY MCDANIEL

Doyle Dickerson DOYLE DICKERSON

Fayne Warner FAYNE WARNER

ATTEST: COUNTY CLERK

Janice McDaniel JANICE MCDANIEL

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF SABINE COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the Commissioners Court of Sabine County desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of Sabine County to apply for funding under the Texas Community Development Block Grant Program;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF SABINE COUNTY, TEXAS:

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the County with the Texas Department of Agriculture.
2. That the County's application be placed in competition for funding under the Community Development Fund.
3. That the application be for \$275,000.00 of grant funds to provide a water improvement project for first time water service with G-M Water Supply Corporation, with \$0.00 matching funds.
4. 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 Texas Community Development Block Grant Program.

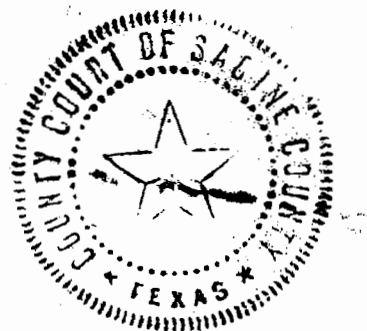
PASSED AND APPROVED by the Commissioner's Court of Sabine County, Texas, on this the 16 day of October, 2012.

Charles E. Watson

Charles Watson, County Judge
County of Sabine, Texas

ATTEST:

Janice McDaniel
Janice McDaniel, County Clerk
County of Sabine, Texas



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INTER-GOVERNMENTAL AGREEMENT
BETWEEN
COUNTY OF SABINE
AND
G-M WATER SUPPLY CORPORATION

STATE OF TEXAS

COUNTY OF SABINE

This Agreement between the COUNTY OF SABINE, TEXAS, whose address is, P. O. Box 716, Hemphill, Texas 75948 hereinafter referred to as "County" and the GM Water Supply Corporation whose address is P. O. Box 727, Hemphill, Texas 75948 hereinafter referred to as GM, is as follows:

WHEREAS, the County will apply for a Texas Community Development Block Grant Program (TxCDBGP) Grant from the Texas Department of Agriculture in the amount of \$275,000.00 of funds for construction & engineering is being applied on behalf of GM Water Supply Corporation for water improvements and first time water service to low-to-moderate households along Hwy. 21 near Carrice Creek at Toledo Bend Reservoir.

WHEREAS, the County and GM are desirous of reciting in writing certain duties and obligations between the parties hereto:

FOR AND IN CONSIDERATION of the mutual benefits flowing to GM as well as the County as a result of the application by the County and the receipt of a contract award under the Texas Community Development Block Grant Program and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. In the event the County should incur any costs at the request or under the direction of/or approved by the GM which is determined by the Texas Department of Agriculture to exceed actual or reasonable costs for performances rendered under said Texas Community Development Block Grant Program Contract, the GM will be responsible and pay for any such costs on or before thirty (30) days from the date of notice and demand for payment of same with the County providing a copy of the paid receipt or invoice in question.
2. The Project Engineer shall coordinate with the County and GM all plans and specifications.
3. Prior to the bidding process, the Project Engineer shall submit specifications to the County, Texas Commission on Environmental Quality and GM for approval.
4. The County shall fully and satisfactorily perform all of the conditions and obligations of the County as contractor under the terms of the TxCDBGP Contract.
5. GM will fully and satisfactorily perform all of its obligations under the terms of this contract.

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6. The County shall submit such reports as are required under the TxCDBGP Contract. GM shall provide the County with all information and documents in the possession of GM necessary for such required reports of the County. Should GM fail to timely furnish any such information or documents in the possession of GM following timely request for same, should the County incur any expenses or damages whatsoever as a result of GM failing to timely furnish such information necessary to comply with the reporting requirements of said TxCDBGP Contract then the District shall be required to repay such expenses to the County and otherwise indemnify the County for any loss or damages sustained as a result thereof.
7. GM hereby agrees to indemnify and hold harmless the County against any and all claims, demands, causes of action of every kind or character which may be asserted by the Texas Department of Agriculture, an agency of the State of Texas, occurring or in any way incident to, arising out of, or in connection with the services to be performed by the GM under this Contract.
8. In the event of the termination of the TxCDBGP CONTRACT for any grounds other than the negligence or intentional violation of the TxCDBGP CONTRACT by the County resulting in said termination, the GM shall indemnify and hold harmless the County for any and all claims, demands, damages, or other causes of action asserted by any subcontractors or suppliers or others, as a result of any contract entered into by and between the County and any said subcontractors or others as a result of the award of said TxCDBGP CONTRACT to the County.
9. The County and/or GM may terminate this Contract in whole or in part at either of the following times: (1) Upon notification by the Department of the termination of said TxCDBGP CONTRACT, or (2) upon a violation of the terms of the Contract by other party.
10. The parties expressly agree that the County requested and obtained the partial amount allocated for this proposed TxCDBGP Grant at the request of GM for the benefit of the citizens in the project area. Therefore, it is expressly agreed that any expenses or damages suffered by the County as a result of said project under the TxCDBGP Contract or grant, other than such damages or unreasonable expenses which are incurred as a result of the intentional conduct of the County, shall be paid by GM. All said additional expenses not covered by the allocated grant funds shall be paid for by GM.
11. The parties further agree that all land purchases and improvements placed thereon, and all water facility improvements acquired by funds from said TxCDBGP CONTRACT and/or purchased or provided by GM shall be conveyed in fee simple to GM by the County upon completion of the grant contract. In consideration therefore, GM agrees and will assume all legal responsibilities and obligations connected with the improvements and operation of said water facilities.
12. This is a good faith effort between the County and GM to accommodate and assist the citizens of the County by providing improved on-site sewer facilities to the project target area and each of the entities here do pledge their best efforts to fulfill the

obligation set forth herein as well as the obligations and requirements set forth in said TxCDBGP Contract if awarded by the Texas Department of Agriculture, the same being incorporated herein by reference the same as if fully set forth in this Contract.

COUNTY OF SABINE

WITNESS OUR HANDS effective this 16 day of October, 2012.

Charles E. Watson
Charles Watson, County Judge
County of Sabine, Texas

ATTEST:

Janice McDaniel
Janice McDaniel, County Clerk
County of Sabine, Texas

GM WATER SUPPLY CORPORATION

WITNESS OUR HANDS effective this _____ day of _____, 2012.

Joe R. Kelley
Joe Kelley, President
GM Water Supply Corporation

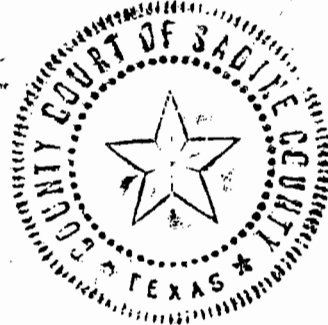
ATTEST:

Roman D. Griffin
Secretary
GM Water Supply Corporation

The State Of Texas
County Of Sabine

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

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JANICE McDANIEL, COUNTY CLERK
BY Pam Cavender
Deputy



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