STATE OF TEXAS

COUNTY OF SABINE

On this the 26th day of June, 1972, 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
T. A. Seales	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, H. E. Wulburn, seconded by Commissioner, R. E. Smith and by unanimous consent the Court directed the County Clerk to request the U.S. Forest Service in Hemphill to open and remove obstructions from a County Road which turns off Farm Road 242 at Low's Chapel and runs in a North Easterly direction past the cemetary for about 1/2 mile to the waters edge on Toledo Bend Lake.

The court approved the following application and agreement:

TEXAS STATE DEPARTMENT OF PEBLIC WELFARE APPLICATION AND AGREEMENT FOR

USDA COMMODITIES

Sabine County File Nol

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APPLICATION

Application is hereby made by Sabine County Welfare (referred to herein as the Recipient Agency) of P. O. Box 326, Hemphill, Texas, for Food Commodities made avail-able to the State Department of Fublic Welfare (referred to herein as the Distributing Agency) by the United States Department of Agriculture, under the conditions herein provided.

This application is made for U.S.D.A. donated commodities for distribution to t needy persons on the basis of a potential participation of <u>800</u> persons, which figure may be adjusted from time to time as circumstances or developments may indicate.

AGREEMENT

The Recipient Agency agrees to the following terms and conditions incident to the receipt of U.S.D.A. donated commodities:

- 1. That such commodities as are received will be ased only for issuance to eligible needy persons and will not be sold, traded or otherwise disposed of without the approval of the Distributing Agency.
- 2. Adequate facilities and personnel will be provided for the handling, storing, protection and distribution of commodities and for the accurate maintenance of all necessary and required records incident thereto, also that such records, in-cluding freight bills and receipts, will be retained for a perios of not less than three (3) years beyond the close of the Federal Fiscal Year (which ends June 30th each year) to which they pertain.
- Available commodities will be requested and accepted only in such quantities as can and will be fully utilized and will be receipted for by a representative of the Recipient Agency. Should the Recipient Agency accept a commodity item that cannot be used, or larger quantities of any commodity item(s) than can be fully utilized, the Distributing Agency will benotified as soon as practicable and requested to if possible transfer such items as cannot be used and are in good condition to another Recepient Agency. Neither the Distributing Agency for U.S.D.A. shall be responsible for delays in delivery or for nondelivery of commodities due to any cause. 3. Available с
- 4. The Recipient Agency will meet assessments as levied by the Distributing Agency to meet the administrative expenses of the Commodity Distributing Progress as pro-vided by State Law. Needy persons receiving donated commodities shall not be required to make any payments therefor in money, materials or services nor shall they be solicited in connection with the receipt of commodities for voluntary cash contributions for any punpose.
- 5. The Distributing Agency and the United States Department of Agriculture are auth-orized to inspect at any reasonable time the commodities in storagg and the facilities or warehouses used for handling and storing commodities and to inspect such books and records as are maintained by the Recipient Agency in connection with the receipt, handling, storing and use of commodities to insure compliance with all of the terms and conditions of this Agreement.
- 6. Reusable containers received with donated commodities will be disposed of in accordance with instructions issued by the Distributing Agency or used for such purposes as may be deemed expedient by the Recipient Agency.

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7. The Recipient Agency will abide by the instructions and regulations issued by the Distributing Agency and U.S.D.A. regarding the storage, handling and utilization of donated commodities and will reimburse the Distributing Agency for any loss, spoilage, damage or misappropriation of donated commodities, providing however that such loss, spoilage or damage was due to neglect or oversight on the part of the Recipient Agency or its employees.	
When it is known or suspected that any commodity item is out of condition, the Racipient Agency shall cause an inspection to be made by Federal, State or local health officials. Should the commodity item(s) be dondemned as being unfit for human consumption, a report will be made to the "istributing Agency immediately, including information as to when received, conditions under which stored, when suspected of being out of condition and whyk contributing or causative factors if known, when inspected and by whom. Two (2) copies of the condemnation state- ment received from the condemning authority will be attached to this report. The condemned commodity item(s) will bedisposed of in accordance with instructions issued by the Distributing Agency.	
8. The County Judge or the Chairman of the Boatd of the Welfare Agency will desig- nate by use of 'Certificate of Authority' forms the responsible person who is authorized to act for the Recipient Agency in all matters pertaining to the re- ceipt, handling, storage, accountability and utilization of donated commodities and who will submit such reports as may be required.	
9. The Recipient Agency assumes full reponsibility for carrying out the terms and conditions of this Agreement. Any Recipient Agency which fails to cmmply with the provisions of this Agreement or any instructions or procedures issued in connection herewith, or any agreements entered into prusuant heretom may at the discretion of the Distributing Agency be disqualified from further receipt of commodities. Reinstatement may be made at the option of the Distributing Agency. Disqualification shall not prevent the Distributing Agency from taking other action by other available means when considered necessary incident to claims arising against the Recipient Agency.	
 10.Shouls beh Recipient Agency for any reason become ineligible to receive any commodity item or should the feeding program for which the application was approved end or be discontinued, the reamining inventory of the commodity item for which the Recipient Agency is not eligible or of the unused items, as it may be, will be returned in gppd condition to the Distributing Agency or disposed of in accordance with instructions from the Distributing Agency without charge or obligation to the Distributing Agency. 	•
11.Without reference to the provisions of Paragraph 9 above, either agency may be rescind this Agreement upon thirty (30) days notice in writing. In the event of such action by either agency, the provisions of Paragraph 10 above, regarding the disposition of any remaining inventory of commodity items in the possession of the Recipient Agency, will apply.	
12.Such Commodities as are made available will be distributed only to needy persons eligible to receive them in accordance with the Standards of Eligibility adop- ted by the Recipient Agency and approved by the Distributing Agency and for whom a record of such eligibibity is maintained by the Recipient Agency, said Stan- dards of Eligibility, acopy of which is on file with the Distributing Agency, being made a part of this Agreement.	•
13.In distributing the available commodities to needy persons the Recipient Agency will observe all of the regulations, requirements, procedures and limitations incorporated in Section IV of the Department of Public Waafare Handbook of Com- odity Distribution, dealing with this N matter, a copy of which has been supplied to the Recipient Agency, and of any subsequent revisions thereto, copies of which will be supplied, and are made a part of this Agreement.	
14. The Recipient Agency will not reduce the level of financial or other assistance provided needy persons by viture of their rechtpt of U.S.D.A. donated commodities.	
15.In distributing U.S.D.A. donated commodities to needy persons there whall be no discrimination among recipients by vibtue of political affiliation.	
Donated commodities shall not be used for electioneering purposes or in any attempt to influence the votes of recipients in favor of any individual or political party.	
There whall be no political campaigning, distribution of political campaign literature or cards, or display of political campaign posters on the pr@mises or \$n the immediate vicinity of the building from which commodities are dist- ributed to needy persons.	
16.Recipient Agency assures the United States Department of Agriculture and the State Distributing Agency that it now complies with and shall in the future comply with all requirements imposed by or pursuant to the civil Rights Act of 1964 and the USDA Regulations (7 C.F.R. Part 15), including any subsequent amendments, issued to effectuate that Act. Compliance will be consistent with the objective that no person in the United Stated shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity of recipient agency to which assistance is provided by the USDA. Admission policies are understood and agreed by recipient agency to be a part of such programs and activities. Recipient agency agrees to be obligated by this assurance as long as it receives assistance hereunder or retains possession of any assistance provided by the USDA or the State Distributing Agency. Should Recipient Agency fail to comply with this assurance, the Unifted Stated or the State Distributing Agency shall have the right to seek its enforcement by judicial or any other means authorized by law.	•
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	Federal financial assistance is extended under this agreement in reliance on the representations made herein.
- ·	Except that any termination of this Agreement for non-compliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations.
	Sabine County Welfare (Name of County or Welfare Agency)
	By: Charlie Forse /s/
	County Sudge of Chairman of Welfare Agency Board Title
	Approved for the period from to to to
	Checked in District Commodity Office APPROVED:
	By State Department of Public Welfare
	By Director of Commosity Distribution
	STATE DEPARTMENT OF PBELIC WELFARE
	CERTIFICATE OF AUTHORITY
	This is to certify that <u>Lois Smith</u> , <u>Title</u>
	Name Title Title
	Name of Recipient Agency
	, located at <u>Hemphill</u> <u>Sabine</u> <u>Texas</u> City County Sate
	End making application to the State Department of Public Welfare for Bood commod-
	ities consted by the U.S. Department of Agriculture.
	The Authorized Representative is hereby given full responsiblity for all
	matters pertinent to the receipt, handling, storage, protection, accountability,
	and use of such food commodifies, and the maintenance of all required records and
	reports incident thereto until such time as the Recipient Agency notifies the State
	Department of Fublic Welfare of a change in authorization.
	Charlie Forse /s/
	Signature of official of Recipient Agency Same person who signs application forms.
	County Judge
	Title
	<u>5-31-72</u> Date
	Lois Smith /s/
	Signature of authorized Representative
	Title
	Mailing Address
	The Court directed Jesse Moody to issue the remainder of Ant Poison now on hand
* .*	for so long as it lasts.
	Sheriff Blan Greer appeared before the Court and asked the Court to take under
	consideration the repair of the County Jail or the possibility of building a new one
	since it is in a bad state of repair, the roof leaks very much and the jail has
	already been condemned. Sheriff Greer also asked the Court to consider additional
	help for his department due to increase in population, and visitors to the area.
	County Attorney, James Allen Payne told the Court of the current Grand Jury Report
	where the Grand Jury in its investigation had found that there was an increasing need
· ·	to intensify law enforcement and had recommended additional help for the Sheriff's
	Department. The figurt agreed to make arrangements to meet with Deep East Texas
	Development Association and the mayors of Hemphill and Pineland to discuss these
	issues.

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St the request	c of Glenn Coon, a motion by Commissioner Paul Lout, seconded by	
	Wilburn and by unanimous vote the Court declared a road turning off	
	road and running in a Westerly direction approximately 150 yards to	
the Den Marina to b		
	-	
	nissioner T. A. Seales seconded by Commissioner R. E. Smith and all	
	" the Court voted to continue the ambulance agreement as heretofore.	
	dissioner Paul Lout, seconded by Commissioner R. E. Smith and all ourt accepted the following bid.	
The Honorable Count;	·	
and Commissioners' Sabine County Hemphill, Texas	Court	
Gentlemĝn:		
We are pleased to su as follows:	ubmit our bid on your machinery requirements for Precinct No. 1	
One New Allis-(of:	Chalmers Model HD6G Diesel Tractor Shovel, with standard equipment	
1½ Cu.	Yd. General Purpose Bucket with Teeth: Plat3d Rods, Lift and Dump Cylinders;	
. Heavy I	Duty Hinged Wrap-Around Radiator Guard; at Treated Full-Grouser Shoes;	
Heavy I	Duty Front Idlers; Duty Truck Wheels;	
· Positiv	buty Truck wheels; ve Seal Truck Wheels, Front Idlers and Sypport Rollers; idth Crankcase Guard with Pull Hook;	
Front 1	Ider and Sprocket Guards; Type Fan;	
Armored Muffler	d Type Radiator Core;	
Dry Typ	pe Air Cleaner; t Electric Starbing;	
Fixed I	Drawbar;	
Exhaust	nd Lube Oil Pressure, Water Temperature and Ammeter Gauges; t Deflector and Rainshield; To Mostar Clutche	j
Hydrau]	pe Master Clutch; lic Track Adjusters;	
Hour Me Canopy;	ster;	
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Hour Me Canopy; Less Trade-in c	əter; ;	
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(d) Representative as necessary from civic, business, industry, labor, vete professional, or other groups, to be selected and appointed by the County Judge. veterans,

(2) The powers and duties of the County Divil Defense and Disaster Religf Committee shall include the recommendation for adoption by the Commissioners' Court of a civil defense plan for the County of Sabine, (5) The duties of such Civil Defense and Disaster Relief Committee shall also include the making of a survey of the availability of existing personnel, equipment, supplies and serveces which could be used during an emergency, as provided for herein, as well as a continuing study of the need for amend-ments and improvements in the civil defense plan adopted by the Commissioners' Court. The Civil Defense and Disaster Relief Committee of the County of Sabine, shall meet upon the call of either the Chairman or Vice-Chairman.

(3) It is hereby ordered, adjudged and decreed that the County of Sabine, shall enter into all necessary agreements with all political subdivisions, corporations, individuals and other necessary parties and do all other things, necessary for the purpose of carrying out the provisions of House Bill 784, Acts 52nd Legislature, R_ggular Session, 1951, chapter 311, page 529 (Texas Civil Protection Act of 1951).

(4) The County Judge of the County of Sabine is hereby authorized to join with the Mayors of the cities in this county in the formation of a civil defense orgainzation.

(3) This individual may be appointed as civil defense coordinator if the County Judge is designated as civil defense director.
 (4) This providion and others which supplement it are in accord with the philosophy of the Civil Protection Act of 1951 to utilize existing facilities for civil defense and disaster relief purposes rather than to create new ones for these purposes.

purposes. (5) It is anticipated that this plan will be prepared in coordination with that prepared by the City Committee and the County Council.

Defense plan for the County of Sabine and in the appointment of a Civil Defense Director for the County of Sabine, as well as all powers necessary to participate in a county-wide program of civil defense and disaster relief insofar as that program may affect the County of Sabine outside of the limits of any city located therein (6).

5. The County Judge (County Civil Defense Coordinator) shall have the authority to request the declaration of the existence of an emergency by the Commissioners' Court or by higher authority. In the event it is deemed necessary to declare the existence of an emergency without delay, the Coordinator may, if the Commissioners' Court is not in session, do so, but such action shall be subject to confirmation by the Commissioners' Court at its mext meeting.

The duties and responsibilities of the County Civil Defense Coordinator shall include the following:

(1) The control and direction of the actual or training efforts of the wiwil fefense and disaster relief organization of the County of Sabine;

(2) The determination of all questions of authority and responsibility that may arise within the vivil defense and disaster relief organization of the County of Sabine;

(3) The maintenance of necessary liaison with other municipal, district, State County, regional, Federal, or other Civil Defense Organizations;

(4) The marshaling, after declaration of an emergency as provided for above, of all necessary personnel, equipment or supplies from any department of the County of Sabine to aid in the carrying out of the civil defense plan.

(5) The issuance of all necessary proclamations as to the existence of an emergency and the immediate operational effectiveness of the civil defense plan;

(6) The issuance of reasonable rules, regulations or directives which arenecessary for the protection of life and property in the County of Sabine.

(6) This is the provision which gives authority for the County to join with the Cities in the formation of a council to doordinate and direct defense and disaster relief activities for the entire County including that portion under the jurisdiction of the Cities, It is anticipated that the person selected as Civil Defense Birettor of the County will be the same person selected as AssistanteCivil Defense Coordinator under paragraph 1 (a) of this order and under Section 1(b) of the City Ordinance.

such reles and regulations shall be filed in the office of the County Clerk and shall receive widespread publicity unless publicaty will be of aid and comfort to the enemy;

(7) The supervision of the drafting and execution of mutual aid agreements in coop-eration with representatives of the State and with representatives of municipalities of the County;

(8) With the concurrence of the Commissioners' Court, the supervision of and final authorization for theprocurement of all necessary supplies and equipment, including acceptance of private contributions;

(9) The authorizing of agreements, after approval of the County Attorney, for the use of private property for air raid shelter and other purposes.

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6. The operational civil defense and disaster relief organization of the County of Sabine shall consist of the officers and employees of the County of Sabine designated by the County Eivil Defense Coordinator as well as all votunteer County Civil Defense workers. The functions and duties of this organization shall be dis-tributed among such divisions, services and special staff as the Commissioners' Court shall prescribe by order or the County Civil Defense Coordinator shall provide by direction. Any such order shall set forth the form of organization, establish and

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designate divisions and services, assign functions, duties and powers, and designate officers and employees to carry out the provisions of this order. Insofar as possible the form of organization, titles and terminology shall conform to the recommendation of the State Defense and Disaster Relief Council of the State of Texas and of the Federal Government.

7 7. Each person serving as a member of the County Civil Defense and Disaster Relief Committee, or as an officer, employee or volunteer in any capacity in the County Civil Defense and Disaster Relief Organization created by order or directive pursuant to the authority herein conferred, shall, prior to assuming his duty or duties, take an oath which shall be substantially as foldows:

"I, Charlie Forse, do solemhly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the Stateof Texas, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfylly discharge the duties upon which I am about to enter. And I do further swear (or affirm) that I do not advocate, nor am I a

(7(A Model mutual aid agreement for cities and counties is included in this manuel.

member or an affiliate of any political party or orgainzation, group or combination of persons that advocates the overthrow of the Government of the United States or of this State by force or violance; and that during such time as I am a member of the County Civil Defense and Disaster Relief Committee of the County of Sabine I will not adocate nor become a member or an affiliate of any orgainzation; group, or combination of persons or of any political party that advocated the overthrow of the Government of the United States or of these State by force or violence."

8. At all times when the orders, rules and regulations made and promulgated pursuant to this order shall be in effect, they shall supersede all existing orders rules and regulations insofar as the latter may be inconsistent therewith.

9. This order shall not be construed so as to conflict with any State or Federal statute or with any Military or Naval order, rule or regulation.

10. In carrying out the provisions of the "Texas Civil Protection Act of 1951" and this Commissioners' Court Order, the County shall be functioning in a governmental capacity, and neither the County nor its agents, employees or representatives or any of them engaged in any civil defense activities, while emplying with the "TEXAS Civil Protection Act of 1951" or this Commissioners' Court Order, or while attempting to comply with the above mentioned act or this Court Order, shall be liable for the death of ar any injury to persons or damages to property as a result of such activity. Any person owning or controlling real estate or other premises who voluntarily and without the County to inppect, designate and use the whole or any part or parts of such real estate or premises for the purposes of sheltering persons during an actual, impending or practive enemy attack, shall, together with his successor in interest if any, not be or premises under such license, privilege or bhar permission or for loss of, or damage to, the property of such person.

11. No person shall have the right to expend any public funds of the Gounty in carrying out any civil defense activity authorized by the law or this order, without prior approval of the Commissioner' Gourt not shall any person have any right to bind the County by contract, agreement or otherwise without the proor and specific approval of the Commissioners' Court. All moneys for carrying out the civil defense activities of the County shall be deposited by the County Treasurer in a special account in the County deposityry, and moneys shall be withdrawn from said special fund in keeping with the general laws applicable to withdrawal of moneys from regular County funds.

13. If any portion of this order shall, for any reason, be declared invalid, such invalidity shall not effect the remaining provisions hereof.

PASSED AND APPROVED this the llth day of January, 197].

	Charlie Forse	/s/
	County Judge	
	Sâbine	
	County, Texas.	
ATTEST:		
W. W. Cavender /s/		· •
County Clerk and Ex Officio Clerk,		
Commissioners' Court		
Sabine County, T _e xas.		
All accounts were albowed and made payab	le.	
There baing no further business,"the Cou	nt oddawww.sl	
	rt adjourned.	
Charlie 70 County Judy	20	
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Commissioner, Precinct No. 1	Paul Kout Commissioner, Precinct No. 3
Commissioner, Precinct No. 2	Commissioner, Precinct No. 4
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