

THE STATE OF TEXAS
COUNTY OF SABINE

On this the 23rd day of July, 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, Paul Lout, seconded by Commissioner G. W. Russell, Jr., the Court voted unanimously to purchase & install air conditioners for the offices of the County Agent and County Service Officer.

Voting for the motion by Commissioner Paul Lout, seconded by Commissioner R. E. Smith that the City of Pineland reimburse Sabine County for the board bill on all prisoners held in the County jail for the City of Pineland were Commissioner Paul Lout, Commissioner R. E. Smith and Commissioner H. E. Wilburn. Voting against the motion was Commissioner G.W. Russell, Jr.

Motion by Commissioner G. W. Russell, Jr., seconded by Commissioner Paul Lout the court voted in favor of turning off all air conditioners in the courthouse offices when the offices are closed at the end of each day, and the janitor was directed to notify all courthouse officers of this order for their compliance.

Motion by Commissioner Paul Lout, seconded by Commissioner R. E. Smith, the Court approved the following:

TEXAS STATE DEPARTMENT OF PUBLIC WELFARE
APPLICATION AND AGREEMENT
FOR
USDA COMMODITIES

APPLICATION

Sabine
(County)
File No. _____

Application is hereby made by Sabine County Welfare Program (referred to
(Name of County of Welfare Agency)
herein as the Recipient Agency) of _____, P. O. Box 326,
(Street Address) (Mailing Address)

Hemphill
(Town), for Food Commodities made available to the State Department of Public 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 needy persons on the basis of a potential participation of 800 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 used 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, including freight bills and receipts, will be retained for a period 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.
3. 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 be notified as soon as practical and requested to if possible transfer such items as cannot be used and are in good condition to another Recipient Agency. Neither the Distributing Agency nor U.S.D.A. shall be responsible for delays in delivery or for nondelivery of commodities due to any cause.
4. The Recipient Agency will meet assessments as levied by the Distributing Agency to meet the administrative expenses of the Commodity Distributing Program as provided 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 purpose.
5. The Distributing Agency and the United States Department of Agriculture are authorized to inspect any reasonable time the commodities in storage 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.
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 Recipient Agency shall cause an inspection to be made by Federal, State or local health officials. Should the commodity item(s) be condemned as being unfit for human consumption, a report will be made to the Distributing Agency immediately, including information as to when received, conditions under which stored, when if known, when inspected and by whom. Two (2) copies of the condemnation statement received from the condemning authority will be attached to this report. The condemned commodity item(s) will be disposed of in accordance with instructions issued by the Distributing Agency.
8. The County Judge or the Chairman of the Board of the Welfare Agency will designate 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 receipt, handling, storage, accountability and utilization of donated commodities and who will submit such reports as may be required.
9. The Recipient Agency assumes full responsibility for carrying out the terms and conditions of this Agreement. Any Recipient Agency which fails to comply with the provisions of this Agreement or any instructions or procedures issued in connection herewith, or any agreements entered into pursuant hereto, 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. Should the 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 remaining 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 good 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 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 adopted by the Recipient Agency and approved by the Distributing Agency and for whom a record of such eligibility is maintained by the Recipient Agency, said Standards of Eligibility, a copy 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 Welfare Handbook of Commodity Distribution, dealing with this 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 virtue of their receipt of U.S.D.A. donated commodities.

15. In distributing U.S.D.A. donated commodities to needy persons there shall be no discrimination among recipients by virtue 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 shall be no political campaigning, distribution of political campaign literature or cards, or display of political campaign posters on the premises or in the immediate vicinity of the building from which commodities are distributed 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 persons in the United States 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 United States or the State Distributing Agency shall have the right to seek its enforcement by judicial or any other means authorized by law. 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
(Name of County or Welfare Agency)

By /s/ Charlie Forse
(County Judge or Chairman of Welfare Agency Board)

County Judge
(Title)

STATE DEPARTMENT OF PUBLIC WELFARE

CERTIFICATE OF AUTHORITY

This is to certify that Lois Smith, (Name), (Title)
is the Authorized Representative of the Sabine County Welfare
(Name of Recipient Agency)
(City), located at Hemphill, Sabine, Texas
(City) (County) (State)
and making application to the State Department of Public Welfare for food commodities donated by the U. S. Department of Agriculture.

The Authorized Representative is hereby given full responsibility for all matters pertinent to the receipt, handling, storage, protection, accountability, and use of such food commodities, and the maintenance of all required records and reports incident thereto until such time as the Recipient Agency notified the State Department of Public Welfare of a change in a uthorization.

/s/ Charlie Forse
(Signature of official of Recipient Agency)

County Judge
(Title)

July 24, 1973
(Date)

/s/ Lois Smith
(Signature of Authorized Representative)

(Title)

(Mailing Address)

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 Lent
COMMISSIONER, PRECINCT NO. 3

B.W. [unclear]
COMMISSIONER, PRECINCT NO. 2

H.E. Wilburn
COMMISSIONER, PRECINCT NO. 4

[Signature]
CLERK OF THE COURT
