
THE STATE OF TEXAS
COUNTY OF SABINE

On this the 9th day of September, 1974, 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

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Mrs. Williams of the Brookeland Community requested that the old Stringtown road be graded and the bridge on the road be repaired. No action was taken on the request.

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Motion by Commissioner R. E. Smith, seconded by Commissioner G. W. Russell, Jr., and by unanimous vote the Court prorated county ad valorem taxes for the year 1974 as follows:

10/16 General Fund
3/16 Road & Bridge Fund
1/16 Jury Fund
2/16 Permanent Improvement Fund

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The Court took up for consideration the request of Deputy Sheriffs W. J. Barlow and L. B. Cupit, submitted at the last regular meeting of the Court for a salary and/or expense raise of \$332.00 per month.

Motion by Commissioner Paul Lout to deny the request was seconded by Commissioner G. W. Russell, Jr. and the voting on the motion was as follows:

For the motion: Commissioners Paul Lout, G. W. Russell, Jr. and R. E. Smith
Against the motion: Commissioner H. E. Wilburn.

Motion by Commissioner H. E. Wilburn to raise all county employees and county officials salary did not receive a second.

The Court requested David Waxman of the Deep East Texas Council of Governments to see if the Deep East Texas Council of Governments could assist the County in salary and/or expenses of the Deputy Sheriffs. He agreed to take the matter under advisement and report back to the County by Friday, September 13, 1974.

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Motion by Commissioner H. E. Wilburn, seconded by Commissioner R. E. Smith and with all voting "AYE", the Court voted to give the Deputy Sheriffs a salary and/or expense raise of \$332.00 per month, if the funds were made available from Deep East Texas Council of Governments sources.

Motion by Commissioner G. W. Russell, Jr., seconded by Commissioner R. E. Smith, the Court voted unanimously on a resolution authorizing the signing of the following contract:

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF JASPER

AGREEMENT

This Agreement is entered into by and between the Deep East Texas Council of Governments, having its office at 272 East Lamar, Jasper, Jasper County, Texas, hereinafter designated as the "Council", organized and existing under the Laws of the State of Texas, hereinafter known as the "County".

In consideration of the mutual promises and covenants contained herein, the Council and the County agree as follows:

- (1) The County agrees to operate the Sabine County Mini-Bus for Older Americans grant as provided for under Title III of the Older Americans Act of 1965, as amended and the Council agrees to pay for these costs of operating said Mini-Bus grant which are fully set forth and described in Exhibit "A" attached hereto.
- (2) The County agrees to advertise bid specifications and purchase said Mini-Bus from the bidder offering the lowest price as per compliant bid specifications. The Motor Vehicle Title certificate to said Mini-Bus shall vest as legal title in the name Sabine County; however it is understood and agreed between the parties that equitable title and ownership shall remain with the Governor's Committee on Aging, a division of the Governor's Office of the State of Texas, until a release of such equitable title is either executed by the proper officer and agent of the Governor's Committee on Aging, or is automatically released upon the expiration of four years from the anniversary date of the execution of this agreement, whichever occurs first.
- (3) The County agrees to provide transportation five (5) days a week, eight (8) hours a day, fifty two (52) weeks a year based on a predetermined, advertised and posted travel schedule, for those designated and identified Older American participants, without cost to such participants.
- (4) The County is to provide and pay for automobile license tags for the said Mini-Bus, and is to provide qualified drivers properly licensed under the laws of the State of Texas for operation of said Mini-Bus.
- (5) The County is to provide liability insurance for the said Mini-Bus to include all passengers on the Mini-Bus as well as liability coverage for all persons who may be injured as a result of the operation of said Mini-Bus.
- (6) The County agrees to provide for all gasoline, oil, maintenance and repair including tires which will be necessary for the operation of said Mini-Bus.
- (7) The County agrees to designate and establish sheltered pick-up points for the project participants which are accessible to telephones; said pick-up areas are to prominently display routes and schedules which the Mini-Bus will be following.
- (8) The County is to maintain a volunteer center where information can be received and disseminated with respect to identifying and encouraging persons to participate in the Mini-Bus Project. Said volunteer center shall maintain a listed telephone number and shall keep an accurate record on those forms set forth for such purposes in said Exhibit "B", of volunteer hours donated, for record keeping purposes pursuant to said grant.
- (9) The County agrees to provide all those services set forth in the Application for Sabine County Mini-Bus for Older Americans project attached hereto as Exhibit "B", such services to include all terms, responsibilities and procedures described under the Goals and Objectives section of said Application.

- (10) It is agreed between the parties that should the project be discontinued or terminated, or, in the sole discretion of the Governor's Committee on Aging, should the project fail to fulfill any of the goals and objectives set forth in said project application any time before the expiration of four (4) years from the date of execution hereof, the Governor's Committee on Aging may transfer said legal and equitable title to said Mini-Bus to another Mini-Bus Project area. The County agrees to return possession and execute title to said Mini-Bus to effect any such transfer under the hereinabove provisions.
- (11) The County shall comply with all Federal, State and local laws and regulations governing the transportation of persons in such Mini-Bus project; the County shall procure and keep in effect all necessary licenses, permits, and inspections as required by law. The County shall comply with all applicable Federal, State and local laws and regulations pertaining to the hiring, wages and hours of employment.
- (12) The Council shall reimburse the County monthly for those allowable reimbursable costs set forth in Exhibit "A" attached hereto. The County is to complete Form 6-1.01, which is attached hereto as Exhibit "C" for purchase vouchers or reimbursement of costs, and said form must be correctly and completely prepared before reimbursement from the Council can be authorized. The Council shall forward said form to the Governor's Committee on Aging, Austin, Texas, and immediately upon receipt of these reimbursement costs from the Governor's Committee on Aging, the Council shall forward to the County funds received pursuant to said allowable reimbursable costs.
- (13) The Council shall not be obligated to pay for transportation services and other costs which do not meet prescribed requirements or are not otherwise authorized for reimbursement by the Governor's Committee on Aging.
- (14) The County hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, Public Law 83-352, as amended, to the end that no person shall on the grounds of race, sex, creed, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the County receives federal financial assistance; and the County gives further assurance that it will properly take any measures necessary to effectuate this commitment. This assurance shall obligate the County for the contract period during which federal financial assistance is extended to the Texas Governor's Committee on Aging and is given in consideration for the purpose of obtaining funds for which the agreement is made. The United States shall have the right to seek judicial enforcement of this assurance.
- (15) The County agrees to post in a conspicuous place available to the employees and applicants for employment, Government notices setting forth the provisions of this nondiscrimination clause. The County will, in all solicitation or advertisements for employees placed by or on behalf of the County, state that all qualified applicants to race, sex, creed, color or national origin. However, pursuant to said Title VI of the Older Americans Act of 1965, the County must give preference to persons aged 60 or over in the hiring of all staff positions, when other qualifications are equal. Project staff must be, to the extent feasible, minority individuals in numbers proportional to minority project participants.
- (16) The County shall indemnify and hold harmless the Council against any loss or damage (including attorney's fees and other costs of litigation), cause by the County's negligent act or omission, theft by the County's employees, or the negligent act or omission of the County's agents or employees. The County shall indemnify the Council against damages arising and defend any suit against the grant project or Council alleging personal injury, sickness, or disease arising out of the operation of said Mini-Bus project, or damages arising from the providing of Volunteer services. The County shall promptly notify the Council in writing of any claims against the County, the grant project, or the Council, and in the event of a case being filed, shall promptly forward to the Council all papers in connection therewith. The Council shall not incur any expense or make any settlement without the County's consent. However, if the County refuses or neglects to defend any such suit, or indemnify the Council, the Council may defend, adjust, or settle any such claim and the cost of such defense, judgment, or settlement including reasonable attorney's fees, shall be charged to the County.
- (17) This Agreement along with the said Exhibits, and references

to applicable federal laws, rules and procedures, constitutes the entire agreement between the County and the Council and there are no other or further written or oral understandings or agreements with respect to the subject matter hereof. No variation or modification of this Agreement, and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the project and the County. No assignment or transfer of this Agreement may be made, in whole or in part, without the written consent of the Council first being obtained.

- 18) The Mini-Bus Grant and reimbursable costs incurred incident thereto shall commence _____ 1974, at which time the terms of this Agreement shall be in full force and effect. The Mini-Bus Grant shall operate for a period of twelve (12) months ending _____ unless otherwise terminated pursuant to the termination paragraph set forth hereinafter.
- 19) Either party, may, at any time during the effective dates of this Agreement, or any extension hereof, terminate this Agreement, subject to the terms herein with respect to transportation of Older Americans pursuant to the said Grant, for breach of the terms and conditions set forth herein, by giving fifteen (15) days written notice of its intention to do so. In the event the Texas Governor's Committee on Aging should cease funding under the terms of this grant or if for any reason funds are withdrawn from the Deep East Texas Area Agency on Aging then this Agreement shall automatically terminate as of the date when funds are withdrawn. All vehicles, and other property acquired during the term of this contract shall be returned immediately to the possession of the Council.
- 20) Notwithstanding anything herein to the contrary, it is expressly understood and agreed that the Council's liability under the terms of this Agreement shall be limited to the funds received for project purposes under said project award number _____ under Title VI of the Older Americans Act of 1965, as amended, and that in no event shall the Council be obligated to expend any funds over and above those received pursuant to said grant award. All notices to the Council shall be sent to the Deep East Texas Council of Governments, Director of Social Services, 272 East Lamar Street, Jasper, Jasper County, Texas 75951: all notices to the County shall be sent to Sabine County Commissioner's Court, Sabine County Courthouse, Hemphill, Sabine County, Texas 75948.
- 21) All records of the County bearing upon operation of the Mini-Bus Grant, employees wages and all the other costs of the said Mini-Bus Grant Project shall be made available to the Council upon request. The Project Director or any Project Representative, State Agency or State Distributing Agency Representatives, and the Auditors of the Department of Health, Education and Welfare, the United States General Accounting Office, the Governor's Committee on Aging or Comptroller of the State of Texas, shall, upon request, have access to all such records for audit or review at a reasonable time and place. All such records must be kept for a period of five (5) years beyond the final termination date of this contract or any continuations or extensions thereof.
- 22) The County agrees to supply or provide information or services pursuant to applicable rules, regulations, policies and procedures as may be promulgated from time to time by the Governor's Committee on Aging, Governor's Office, State of Texas, or the Department of Health, Education and Welfare of the United States, respecting Mini-Bus Projects or the expenditure of public funds. Regulations of the Office of Management and the Budget, of the United States, particularly Circulars A-87, and A-102, shall govern in all respects the execution and proper performance of the terms, rules, regulations and requirements of this Agreement.
- 23) The County Shall designate a Project Director, to wit: _____ who shall have the authority and responsibility to act as liaison between the County and Council in the proper execution and performance of the goals and objectives of the Sabine County Mini-Bus for Older Americans Grant.
- 24) In the event there is an excess of funds over and above reimbursable costs for the said contract term, the County and Council may extend the terms of this contract by mutual agreement for that length of time necessary to fully expend any of those said excess funds.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED this Agreement to be signed and executed by their duly authorized officer this 9 day of September, 1974.

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SABINE COUNTY COMMISSIONER'S COURT

DEEP EAST TEXAS COUNCIL OF GOVERNMENTS

/s/ Charlie Forse
Charles Forse - County Judge

/s/ Billy D. Langford
Billy D. Langford - Executive Director

ATTEST:

ATTEST:

/s/ W. W. Cavender

/s/

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 Lant
COMMISSIONER, PRECINCT NO. 3

L. W. Russell
COMMISSIONER, PRECINCT NO. 2

H. E. Welburn
COMMISSIONER, PRECINCTNO. 4

[Signature]
CLERK OF THE COURT