



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS
December 30, 1977

FILED
CLERK UPSHUR COUNTY
1977 DEC 30 AM 10:43

The Commissioners Court met in special session.

Sheriff Johnson reported that the Sheriff's auto (1976 Ford) was not in running condition. The court declared an emergency existed for need to purchase a new auto for the sheriffs department. County Auditor advised to negotiate deal for a new auto under emergency order and forego bids for said auto.

Ernest Deane

Bernie Nobles

Joe Meadows

Charles L. Mill

Steph D. Dorman

INTERLOCAL AGREEMENT

FOR

Texas Association of Counties Unemployment Compensation Group Account Fund

This Contract and Agreement entered into and between the Texas Association of Counties Unemployment Compensation Group Account Fund (hereinafter referred to as "Fund") and Upshur County, (hereinafter referred to as "Fund Member") is for the purpose of providing the statutory benefits prescribed by Article 5221b, V.A.C.S. of the Texas Unemployment Compensation Act for employees of political subdivisions.

WITNESSETH:

1. The Term of this Contract shall be for a term of twenty-four months commencing on January 1, 1978.

By this instrument the above-named Fund member, an employing unit which is a political subdivision of the State of Texas and whose address is Courthouse, Gilmer, Tx. appoints the Fund as its agent to represent it in its relations with the Texas Employment Commission, and specifically authorizes said agent to transact any and all business as between Fund Member and said Commission and to do any and all acts necessary thereto.

2. By the execution of this agreement, the Fund Member elects in accordance with Section 8(b)(3) of the Texas Unemployment Compensation Act to pay reimbursements for benefits paid out as authorized by said act and as provided by this agreement.

3. Fund Member agrees to promptly make such payments as are necessary to the Fund for all sums due by the Fund to the Commission, and will also share in the cost of a surety bond or adjusted surety bond if such bonds are requested by the Commission. The Fund Member shall submit to the Fund a payroll estimate of its employees for the first quarter of 1978 and pay into the Fund .8 of 1% of its estimated payroll for the quarter by the 10th of January, 1978. At the beginning of each succeeding calendar year quarter, the Fund Member shall pay .8 of 1% of its preceding quarter's payroll on all non-elected employees including part-time, up to \$6,000 per employee annually.

4. A Fund Member may withdraw from the Fund upon 90 days written notice of intent to terminate. All liability for claims charged to that Member after termination date and prior to the date the Fund ceases to be responsible to TEC for claims against said withdrawing member will become the liability of said Member and the Fund is to be reimbursed for any claims paid after such termination by Fund Member, such reimbursement to be made within 10 days of notice that payment is due. Any remaining balance belonging to the Member held by the Fund at date of termination will be returned to said Member after all claims attributable to the period involved have been determined.

5. Fund Member will furnish reports and information to the Fund and to the TEC that are necessary for administration of the Texas Unemployment Compensation Act. The Fund Member agrees that it will appoint an Unemployment Compensation coordinator, and that the Fund and its contractor shall not be required to contact any other individual except this one designated person. Any notice to or any agreement made by the Fund with the coordinator shall be binding upon the Fund Member. The Fund Member reserves the right to change the coordinator from time to time by giving written notice to the Fund and to the contractor.

6. The Fund will maintain separate accounts for each Fund Member, reflecting the amounts of deposits made by such member, claims paid out, and other charges and credits that affect the obligations of the Fund Member to the Fund, and of the Fund to the member. Each quarter the Fund will supply to each Fund Member a computer printout involving a statement of claims, claims status, and activity report cumulative for each Fund year.

7. The Fund Member agrees to abide by the Bylaws of the Fund.

8. The Fund Member must be a member in good standing of the TAC, and failure to pay annual dues to TAC will constitute grounds for termination.

9. The failure of Fund Member to pay charges or file payroll reports when due, is grounds for termination, and said Member shall accept all responsibility for claims and charges by TEC allocable to Fund Member.

10. Deposits by Fund Members will be invested by Executive Director of TAC under guidelines and authority of the Unemployment Compensation Board of Trustees, established pursuant to the By-Laws. Interest from the monies invested will be used to pay for the services of Reed Roberts, Associates, (presently, \$1.80 per employee per year, and counting two part-time employees as Equalling one full time employee) and \$0.20 per employee per year for the administrative cost to TAC.

11. The Fund will pay all claims billed by TEC against Fund Members. In the event a Fund Member's claims exceed its Fund balance, the Member will be billed for the amount of the deficiency. Also, if the Fund balance maintained in the account of the Fund Member does not produce enough interest to pay Reed Roberts and TAC the above mentioned fees for a year, the Fund Member will be billed the deficiency.

12. Fund Member agrees to adhere to all provisions of this Agreement, and to make payments within 10 days of billing.

Executed in triplicate originals this the 30 day of December, 1977.

Texas Association of Counties
Unemployment Compensation
Group Account Fund

By *Sam E. Clonts*
Sam E. Clonts
Executive Director

By *Ernest Deen*
County Judge
Upshur County, Texas

Attest:

Bea Reed
County Clerk
Upshur County, Texas

Keith Barber
County Auditor
Box 1084, Gilmer, Texas 75644

(Return two executed copies)

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DEPUTATION

THE STATE OF TEXAS

COUNTY OF Upshur I, J. B. Hill, Jr.

of the County of Upshur and State of Texas, having full confidence in Linda Williamson of said County, and State, do hereby with the consent of the Commissioners' Court of Upshur County, Texas, duly entered herein, nominate and appoint the said Linda Williamson my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Deputy County Clerk of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30 day of Dec. 19 77

J. B. Hill, Jr.

of Upshur County, Texas.

THE STATE OF TEXAS

COUNTY OF Upshur BEFORE ME, a Notary Public

in and for Upshur County, Texas, on this day personally appeared J. B. Hill, Jr.

known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office at Gilmer, Texas,

this 30 day of Dec. 19 77

C. B. Pittman

Notary Public, Upshur County, Texas



OATH OF OFFICE

I, Linda Williamson

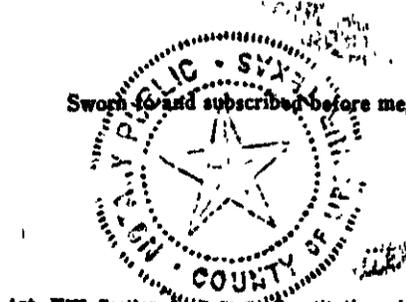
do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Deputy County Clerk and for Upshur County of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment or the confirmation thereof. So help me God.

Signed Linda Williamson

Sworn to and subscribed before me, this 30 day of Dec. A. D. 19 77

C. B. Pittman

Notary Public, Upshur County, Texas



FILED
J.B. HILL, JR.
CLERK UPONOR COUNTY

VOL. 18 PG. 143

1977 DEC 30 AM 10:43

December 18, 1977

Gentlemen:

This is my official notice of resignation as constable of Precinct 1 effective 1 January 1978.

Due to my other business, I can not devote the time that is necessary to being a constable.

Sincerely,

Willa Stegall
Willa Stegall

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PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date Dec 20, 1977

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

Formal notice is hereby given that Fritchett Water Supply Corp.
whose principal address is P. O. Box 567 Gilmer, Texas 75644
does propose to place a water line
within the ROW of County Road West Commerce St.
as follows:

1 in. PVC water line incased in a 1 1/2 in. PVC to serve
James Clay res.

The location and description of the proposed lines or
appertenances is more fully shown by three (3) copies of
drawings attached to this application.

All work will be as directed by the County Commissioner or
his designate in full accordance with Upshur County Road &
Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after
20 th day of December, 1977.

FIRM: Fritchett Water Supply Corp.

BY: J. K. Sage

TITLE: Operator

ADDRESS: Rt. #2, Big Sandy, Tex. 75755

approved
12-30-77

