



## UPSHUR COUNTY COMMISSIONERS COURT

DILMER, TEXAS

February 13, 1978

Commissioner Court met in regular session with all members of the court present.

Judge Dean read the minutes of February 6, 1978. Motion was made by J.W. Meadows, seconded by Bernice Nobles for minutes to stand as read. Motion carried.

A group from Ore City, with Mrs. Gladys Hardin, President for the Chapter of the (AARP) met with the court asking that they act as the contracting agency for them so they could provide Mini-Bus Service in Ore City. Judge Dean told the group the court would not have any objection to acting as contracting agency, but first he would check with ETCOG on the status of the transportation committee.

Motion was made by Charles Still, seconded by Floyd Drennan to approve permit application for Petro-Lewis Inc. for a drive way culvert on R.O.W. of county road, Crepe Myrtle Road. Motion carried. (Copy attached)

Charles Still made motion, seconded by Floyd Drennan to approve payment of \$277.00 annual dues of the National Association of Counties. Motion carried.

J.W. Meadows made a motion, seconded by Floyd Drennan to adopt a resolution, amendments of the Muti-Jurisdictional agreement, of local units of government. Motion carried. (Copy of resolution attached)

Judge Dean made motion, seconded by Floyd Drennan, to allow any two officers of the C. M. U. W. probation unit to sign checks instead of only the chairman and vice-chairman. Motion carried.

Motion was made by J.W. Meadows, seconded by Floyd Drennan, to approve a request for new employment of Patti Lynn Fincher, for clerk of District Clerk office, also a correction to be made in Bernice Ashbrook's salary. Motion carried. (Copies Attached)

County Auditor Keith Barber gave a report on the County Judge's and Commissioners Conference he attended in College Station the 7th, 8th, 9th of February.

Floyd Drennan made a motion, seconded by Charles Still, for Keith Barber to attend a revenue sharing conference in Kilgore February 15th and a unemployment work shop in Tyler Friday. Motion carried.

Floyd Drennan made a motion, seconded by Bernice Nobles, to approve the unpaid bills. Motion carried.

Charles Still made motion, seconded by Floyd Drennan to adjourn.

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

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PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

Date Feb. 10, 1978

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

Formal notice is hereby given that Petro-Lewis, Inc.

whose principal address is 1545 W. Mackenhead, Dallas

does propose to place a driveway culvert

within the ROW of County Road Cross Myrtle Rd.

as follows:

Driveway to Petro-Lewis field office

The location and description of the proposed lines or  
improvements 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  
\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

FIRM: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

*Approved*  
*2-13-78*

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

1978 FEB 13 PM 1: 10

RESOLUTION

BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE  
COUNTY OF Upshur, TEXAS:

SECTION 1: That the County of Upshur hereby approves and adopts certain amendments to the Multi-Jurisdictional Agreement which established a consortium of local units of government for the purpose of administering a comprehensive program under the Comprehensive Employment and Training Act (CETA) of 1973 (PL 93-203) in the East Texas Planning Region. Said amendments are those recommended by action of the East Texas CETA Consortium Board of Directors on January 4, 1978, a copy of which is attached hereto and made a part hereof for all purposes.

SECTION 2: That the County Judge is hereby authorized and directed to execute this resolution and to forward it to the Administrative Unit of the Consortium, the East Texas Council of Governments.

SECTION 3: That this Resolution shall become effective from and after its day of passage.

INTRODUCED AND PASSED by the Commissioners Court of Upshur County, Texas, this 13 day of February, 1978.

  
County Judge

Attest:   
County Clerk

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A MULTI-JURISDICTIONAL AGREEMENT  
BETWEEN  
THE EAST TEXAS COUNCIL OF GOVERNMENTS  
AND  
FOURTEEN COUNTIES IN THE EAST TEXAS STATE  
PLANNING REGION  
FOR THE ESTABLISHMENT OF A  
CONSORTIUM AND ~~COMPREHENSIVE-MANPOWER-PROGRAM~~ TO OPERATE  
*THE CETA PROGRAM*

THIS AGREEMENT establishes a consortium of local units of government which shall be a prime sponsor under the Comprehensive Employment and Training Act of 1973 (PL 93-203) and designates the East Texas Council of Governments (ETCOG) as the administrative unit to operate ~~a comprehensive manpower~~ *the CETA* program in the East Texas State Planning Region.

WITNESSETH

WHEREAS, unemployment and underemployment are serious and persistent conditions which affect local well-being and economic growth; and

WHEREAS, ~~manpower~~ employment and training programs to overcome these conditions should be planned and implemented on an economically-integrated labor market, area-wide basis; and

WHEREAS, the 93rd Congress enacted the Comprehensive Employment and Training Act (CETA) of 1973; and

WHEREAS, CETA makes financial assistance available to designated prime sponsors to carry out a comprehensive ~~manpower~~ *employment and training* program; and

WHEREAS, the Counties of Anderson, Camp, Cherokee, Gregg, Harrison, Henderson, Marion, Panola, Rains, Rusk, Smith, Upshur, Van Zandt and Wood are units of local government, organized in accordance with Article 9, Section I of the Texas Constitution, located in the East Texas State Planning Region in reasonable proximity of each other; and

WHEREAS, the East Texas Council of Governments has been established under Article 1011m of the Revised Civil Statutes of Texas, as amended, and has been serving as the Manpower CETA Program Operator and Planning Agency in the East Texas State Planning Region; and

WHEREAS, this agreement provides a central mechanism for the administration of CETA throughout the fourteen-county area and complies with Article 4413(32c), the Interlocal Cooperation Act of Texas;

NOW THEREFORE, in consideration of these premises, the counties signatory hereto and the East Texas Council of Governments, acting pursuant to Constitutional, statutory or implied powers, do agree as follows:

1. To form a consortium consisting of the counties signatory hereto which shall act as the prime sponsor for the purpose of planning and conducting a comprehensive manpower *employment and training* program under CETA to serve the economically disadvantaged, unemployed and underemployed persons of the East Texas State Planning Region. The area to be served by the program is more particularly shown as Exhibit "A" which is attached hereto and made a part hereof by reference.
2. That State and Local law permits services under the consortium agreement to be provided within the entire geographical area covered by the agreement.
3. That each party signatory to the agreement has the legal authority under State or Local law to enter into a consortium arrangement as verified by each unit's chief legal officer. (Verification attached)

4. That population to be served is 471,300 according to the latest population estimate released by the Bureau of the Census and one of the parties signatory hereto, that being Smith County, has a population of 100,000 or more persons according to the latest population estimate. A copy of that estimate is attached hereto, marked Exhibit "B" and made a part hereof by reference.
5. That the consortium created by this agreement shall be governed by a Board of Directors composed of the County Judge or a designated member of the County Commissioners Court of the Counties signatory to this agreement. This Board shall meet at least quarterly and upon call. The Consortium Board shall finally approve grant applications prior to their submission to the U. S. Department of Labor and review program performance.
6. That parties signatory hereto, to the extent consistent with State and Local law, accept responsibility for operation of the Comprehensive-Manpower CETA Program and shall ultimately remain responsible for its success. However, no county signatory to this agreement shall be responsible for the Comprehensive-Manpower CETA Program in excess of its proportionate share of CETA funds.
  - A. *To assist with the overall responsibility of program operation, the consortium board shall appoint and maintain a planning council. This council shall be appointed by the consortium board and shall be advisory only. The council shall advise the consortium board in setting goals, policies and procedures, shall make recommendations regarding program plans; shall provide continuing analysis of needs for employment, training and*

~~tiun-board-and-making-recommendations-concerning-CETA-programs-and-other-manpower-related-matters.--The-staff-of-the-administrative-unit-shall-serve-as-secretariat-to-this-body.~~

*To provide staff support and serve as secretariat for the planning council.*

- D. ~~To submit grant applications upon proper approval; to modify grants; to receive funds; to expend funds and to enter into contracts, sub-grants, and other agreements necessary for the operation of the program.~~

*To prepare and submit annual plans and grant applications; to modify grants to receive and expend funds; and to develop contracts, sub-grants and other agreements necessary for the operation of the program, upon proper approval by the consortium board.*

- E. To establish adequate administrative procedures to insure sound fiscal management, to evaluate program performance, and to undertake corrective actions when actual performance is inconsistent with planned performance. ETCOG shall be responsible for the accountability of all Federal funds provided for manpower employment and training programs.

- F. To employ, organize, and train personnel for the effective administration of the programs and to guarantee services to program participants leading to their eventual placement in unsubsidized employment. Such services may include, but are not limited to, the following: outreach, intake and assessment, orientation, counseling, job development, job placement, transportation, health care and medical services, child care, assistance in securing bonds, legal services and follow-up.

*related services, and shall provide other functions as may be prescribed by the consortium board and CETA regulations. The number of council members, the representation of those members, and other operational matters shall be determined by the consortium board and subject to CETA regulations."*

7. That each party signatory hereto reserves the right to evaluate any employment and training programs operating within its jurisdiction, to make recommendations concerning the need for programs or reallocation of program funds in its jurisdiction, to disapprove any program not meeting the needs of its jurisdiction and to review any manpower employment and training plan as it relates to its jurisdiction.
8. That the East Texas Council of Governments is designated as the administrative unit with the following functions and responsibilities:
  - A. To provide staff support and serve as secretariat for the consortium board.
  - B. To develop procedures for program planning, operations and assessment. These procedures shall be reduced to writing and shall insure that elected officials of local governments within the area of the consortium have the opportunity to participate in the decision-making process.
  - C. ~~To establish and maintain by annual appointment a Manpower Advisory Committee meeting the guidelines of CETA for the purpose of advising the administrative unit and the consor-~~

9. ~~That grant agreements and modifications to grant agreements with the Department of Labor shall be signed by the Executive Director of ETCOG.~~

*That the authority to contract will rest with the consortium board and that the authority to execute grants and agreements with DOL, sub-grant agreements and other official documents will be delegated to the Chairman or Acting Chairman of the consortium board at the time these transactions are authorized.*

10. That the allocation formula for distribution of funds between the counties signatory to this agreement will be accomplished by employing the formula in the appropriate title of the CETA Act. Data sources utilized by the Department of Labor to allocate funds to the consortium will be used in preparing a county-by-county allocation.
11. That a listing of ineligible governmental units, if any, which would normally be within the jurisdiction of the consortium but have informed the members of the agreement of their desire not to have services provided through the consortium is attached hereto, marked Exhibit "C" and made a part hereof.
12. That this agreement shall be effective upon the date of its ratification by ordinance, minute order, resolution or other appropriate signification of assent by the parties hereto as shown by a certified copy of said ordinance, minute order, resolution or signification of assent under the hand of the clerk or secretary of any signatory party. The agreement shall have a term ending September 30, 1979.
13. That any party may withdraw from the consortium by giving sixty days written notice to the other parties.

**REQUEST FOR NEW EMPLOYMENT OR CHANGE IN STATUS OF EMPLOYEE**

February 10, 1978

Payroll Name of Employee Pattie Lynn Fincher

Effective Payroll Date February 10, 1978

Department District Clerks Office

Address Where Employed Court House

New Employment  Dropped  Resignation  Salary Increase  Location Change

Promotion  Transfer  Change to or from hourly or dally basis  Car Allowance

Present Title County Clerks Office Present Salary \$ 444.67

Proposed Title District Clerks Office Proposed Salary \$ 444.67

Have Services Been Satisfactory? Yes

Reason For Resignation or Drop: \_\_\_\_\_

Name of Employee Being Replaced Lynn Quinn

Remarks \_\_\_\_\_

Leo Williams  
Signature of Official

**COMMISSIONERS' COURT ACTION**

Presented to Court 2-13 - 1978

Approved 2-13 1978

Disapproved \_\_\_\_\_ 19 \_\_\_\_\_

Other Action \_\_\_\_\_

Recorded on Page \_\_\_\_\_ Volume \_\_\_\_\_ Commissioners' Court Minutes

(TO BE SUBMITTED IN TRIPPLICATE FOR ALL NEW EMPLOYEES, EMPLOYEES CHANGING STATUS OR LEAVING SERVICE AND TRANSFERS)