



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

9-23-91

Commissioners Court met in special session with all members present except Judge Dean.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve the minutes of the previous meeting. Motion carried.

Several people met with the court concerning the Christmas lights on the courthouse. Kelly White asked if the county would consider making a donation to the Yulefest committee and let them replace the lights or if the court wanted to take care of it themselves. Commissioner Eatherton stated that he had tried to contact a man in Marshall who does special lighting but had not been able to talk with him yet. After some discussion it was decided to consult with this man and try to get the lighting in place by Thanksgiving.

The bids for prescription drugs for the Upshur County prisoners were opened. Only one bid was submitted: this was from Gilmer Drug Co. The bid was for cost plus \$3.00 for dispensing fee. Motion by Gaddis Lindsey seconded by Tommy Stanley to accept the bid. Motion carried, copy attached.

Douglas Stegall and Thomas Lissner met with the court concerning the closing of Beach Road. After some discussion a motion was made by David Loyd seconded by Tommy Stanley to allow the road to be closed. Motion carried, copy attached.

The bids for general liability insurance for the county were opened. Bids were from Texas Association of Counties and Hibbs-Hallmark. Motion by David Loyd seconded by Tommy Stanley to table and study the bids and make a decision on Sept. 30, 1991. Motion carried, copy attached.

The bids from drug stores on prescriptions for employees were opened. Bids were from Hogg's Pharmacy: Cost plus \$3.60-Gilmer Drug Co.: Cost plus \$4.00 and Med-Shop: Cost plus \$4.50. Motion by Tommy Eatherton seconded by Tommy Stanley to accept the low bid from Hogg's Pharmacy. Gerald Johnson stated that he had been told by the insurance company that the drug company had to be computerized and Hoggs is not. Tommy Eatherton then retracted his motion and made another motion to table this for further study and make a decision on Sept. 30, 1991. Seconded by Tommy Stanley, copy attached.

Dow Freeman from Jobs, Training & Services met with the court to request a place to set up a classroom for training. He stated that JTS would be responsible for all renovations and for installing a heating and cooling system. He said he had found space in the Rock Building that would serve his purpose. Motion by David Loyd seconded by Gaddis Lindsey to approve this. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Eatherton to approve the payroll changes of the following: Lisa Tefteller, Oscar Robertson, Batina King, Terri Webb, Patsy Falls and Claudene Bowden. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve the payment of the bills now due. Motion carried, copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve the release and pledging of new securities requested by First National Bank of Gilmer. Motion carried, copy attached. Tommy Eatherton abstained from voting.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve the agreement between Upshur County and the Attorney General's Office concerning payments in child support cases. Motion carried, copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve the interlocal agreement between Upshur County and the city of Ore City. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve two employees attending a meeting in Austin concerning Federal Wage and Labor. Attending will be Dona Flippo and Linda Howell. Motion carried, copy attached.

Vernon Vick, County Treasurer, met with the court to discuss the jury checks issued to county employees. The policy has been that employees had to return checks to the county and he stated that this was costing more than paying the employees. Motion by Tommy Eatherton seconded by Gaddis Lindsey to allow employees to keep jury checks and to make this retroactive to September 1, 1991. Motion carried.

Motion by David Loyd seconded by Tommy Eatherton to accept an amendment to the contract between Upshur County and the Texas Dept. of Human Services. Motion carried, copy attached.

The county drug and alcohol policy was discussed. It was stated that several employees had take exception to the paragraph reading: Employees remain free to resign their employment at any time for any or no reason, without notice, and the County retains the right to terminate any employee at any time, for any or no reason, without notice. This will be studied.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve the resolution submitted by the Upper Sabine Valley Solid Waste Management District. Motion carried, copy attached.

Motion by Tommy Stanley seconded by Tommy Eatherton to approve the special road use agreement by Lasco to haul logs on Aster Road. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve the special road use agreement by Exxon to haul drilling fluid on Fir Road. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve the special road use agreement by Gene Johnston to haul logs on Bluebird Road. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Eatherton to approve the special road use agreement by Tucker Brothers to haul logs on Owl Road. Motion carried, copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve the special road use agreement by Earnest Redfearn to haul logs on Snapdragon Road. Motion carried, copy attached.

Motion by Tommy Eatherton seconded by Gaddis Lindsey to approve the special road use agreement by Bradley Contractors to haul logs on Raccoon Road. Motion carried, copy attached.

Motion by David Loyd seconded by Gaddis Lindsey to approve the permit application of Ronnie Mitchell to install a culvert within ROW of Cottonwood Road. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve the permit application of East Texas Salt Water Disposal to install a pipeline within ROW of Seagull Road. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve the permit application of East Texas Salt Water Disposal to install a pipeline within ROW of Turkey Road. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve the budget amendments as presented. Motion carried, copy attached.

Motion by Tommy Stanley seconded by Tommy Eatherton to approve the payment of bills now due for Pct. #3. There is no money left in his budget to pay these. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to adjourn. Motion carried.

COUNTY JUDGE

Gaddis Lindsey
COMMISSIONER PCT. # 1

Tommy Stanley
COMMISSIONER PCT. # 2

David Loyd
COMMISSIONER PCT. # 3

Tommy Eatherton
COMMISSIONER PCT. # 4

RECEIVED
UPSHUR COUNTY
SHERIFF DEPT.

VOL 37 PG 893

September 23, 1991

1991 SEP 13 PM 2 38

BY _____
DEPUTY

RE: Pharmacy Discount
for Jail Inmates

Dear Pharmacist,

In order to contain the overall cost of medical services delivered to inmates housed in the Upshur County jail, the Upshur County Sheriff's Department has decided to solicit local pharmacies as to whether they might be interested in offering a "discount" on prescription medications for county jail inmates(?)

In return for a significant discount for prescription medications, the Sheriff's Department shall contract with a selected pharmacy to buy its pharmaceuticals.

Perhaps your pharmacy would be willing to participate by offering such a discount?

Provided you are interested in this, please fill-out the below information and return the bottom portion to the Upshur County Sheriff's Department, Attn: Closed Bid - Nancy Betterton, P.O. Box 866, Gilmer, Texas 75644 (self-addressed envelope enclosed):

Note: Agreement covers the period of Oct. 1, 1991 through Sept. 30, 1992, and may be cancelled with thirty (30) day written notice, with or without cause, by either party.

NAME OF PHARMACY: GILMER DRUG COMPANY PHONE NO. 843-5631
ADDRESS: 118 DAVIS GILMER, TEXAS 75644
DISCOUNT OFFERED: Cost (AWP), plus (+) \$3.00 for dispensing fee.
Note: Write filling fee amount in.
Signed: *Rex Betterton* 9-23-91
(Pharmacy Owner) (Date)

Please Notice: Bids are to be opened in Commissioner's Court, 9 am, Sept. 23rd (Monday). Pharmacy selected will be sent a contract to sign.



UPSHUR COUNTY COMMISSIONERS COURT
DILMER, TEXAS

COMMISSIONERS COURT
REGULAR SESSION
SEPTEMBER 9, 1991
8:30 A.M.

Hear application to close Beach Road.

Everett Dean
County Judge

*Publication
of Public Notice*

** 61.20
Need addresses & phone #*

*Clarib
Approved
9-23-91*

PETITION

Subject: To close a portion of county road known as Beach Rd.

Location: Southeast section of Upshur County, state of Texas, Precinct 3.

Segment of Road: Beginning at cross road known as Birch Rd. and extending to entrance of Ranch known as Roads End Ranch. This segment is approximately .9/mile long.

Landowners wishing to petition the court to close this road are Mr. Kurt Lissner, Mr. Raymond Moody, Mr. Raymond Fletcher and Mr. Joel Howard.

Kurt Lissner
Kurt Lissner

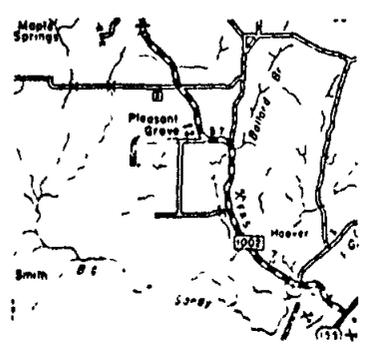
Property was purchased by MR KURT LISSNER
Raymond Moody

Raymond Fletcher
Raymond Fletcher

Joel M. Howard
Joel Howard

Larry Howard

Public Hearing Approved
8-12-91

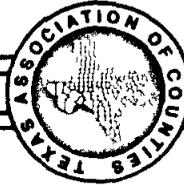


TEXAS ASSOCIATION OF COUNTIES

VOL 37 PG 897

P.O. Box 2131, Austin, Texas 78768

1204 San Antonio, Austin, Texas 78701



Sam D. Seale, Executive Director

September 18, 1991

The Honorable Everett Dean
Upshur County Judge
P.O.Box 790
Gilmer, Texas 75644

Dear Judge Dean:

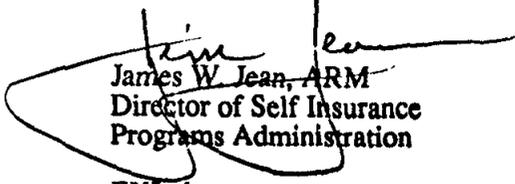
Thank you for the opportunity to present the enclosed proposals to your county. Because of problems that counties have had in the past in obtaining insurance, TAC developed a portfolio of coverages which, I believe, responds well to the unique needs of county government. The proposals enclosed are as follows:

- Automobile Liability Coverage
- Automobile Physical Damage Coverage
- General Liability Coverage
- Property Coverage

To initiate coverage, please complete the enclosed coverage acceptance forms immediately and return them to us. In addition, two copies of Property Casualty Interlocal Agreement are included. Please have the appropriate official sign both copies of the agreement and return one copy of the agreement to us.

If you have any questions or need assistance in completing these forms, please do not hesitate to call me or our Manager of Field Services, Max Wilson at 1-800-456-5974.

Sincerely,


James W. Jean, ARM
Director of Self Insurance
Programs Administration

JWJ:td

Enclosures

AFFIDAVIT TO
UPSHUR COUNTY

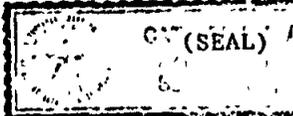
The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other seller or to any other person or persons engaged in this type of business prior to the official opening of this bid, and further, that the Manager, Secretary of other Agent or Officer signing this bid is not and has not been for the past six (6) months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon. This affidavit is signed in compliance with Article 2367 Civil Statutes of the State of Texas.

NAME OF BIDDER: Texas Association of Counties
SIGNED BY: James W. Jean Director of Self Insurance Programs Administration
(sign name in writing) (Title)
ADDRESS: P. O. Box 2131 Austin, TX 78768
TELEPHONE NUMBER: 512-478-8753 DATE: 9-17-91

AFFIDAVIT

STATE OF TEXAS
COUNTY OF

Before me the undersigned authority on this the 17th day of September, 19 91, personally appeared James W. Jean who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.

 (SEAL) Cathleen K. Argo
Notary Public in and for Travis County, Texas
My commission expires 9-4-95

NOTE: Bids not notarized will not be considered.

SEP 1 1991

INTERLOCAL PARTICIPATION AGREEMENT

for

VOL 37 PG 899

TEXAS ASSOCIATION OF COUNTIES PROPERTY AND CASUALTY SELF INSURANCE FUND

This Agreement, entered into by and between the Texas Association of Counties Property and Casualty Self Insurance Fund (hereinafter called "Fund") and UPSHUR COUNTY (hereinafter called "Fund Member") shall be effective as of the date hereinafter shown.

RECITALS:

WHEREAS, the Fund is sponsored by the Texas Association of Counties (hereinafter called "TAC"), and the Fund was formed by the entry of interlocal agreements by member counties. The Fund is an unincorporated association of counties and other political subdivisions of the State of Texas that was created to provide property and casualty coverage to its members pursuant to article 715c, Tex. Rev. Civ. Stat. Ann.; and

WHEREAS, Fund Member desires to take advantage of the benefits made available through the Fund; and

WHEREAS, the parties recognize that the Fund is a self insurance fund for the provision of property and casualty coverage through interlocal agreements which is authorized by statute and the coverage provided is not considered insurance under the Texas Insurance Code and other state laws;

NOW, THEREFORE, it is Agreed and Understood among the parties as follows:

SECTION 1

ELECTION OF PARTICIPATION

1.01. Election

Fund Member hereby elects to become a member of the Fund.

1.02. Fund Year

The benefits and coverage provided under this Agreement will be on a Fund Year basis which shall be January 1 through December 31 of each year.

1.03. Coverage Described in Exhibit A

Member shall participate and receive the benefits as more particularly described in the property and casualty coverage contract which is set forth in Exhibit A, attached hereto and incorporated by reference for all purposes. The benefits described in Exhibit A may differ from member to member depending on the nature of the risk to be covered. The Fund may enter into contracts to provide different benefits to Member or other Members at any time provided that contributions to Fund are commensurate with particular benefits to be provided. The Fund shall assess Pool Members with a contribution for the benefit or benefits selected determined by using the rates established by the Board for providing such coverage. Contributions will be pooled. However, the Fund may establish different coverage programs and the contributions from one program may be kept separately from contributions or participants in the Fund's other programs.

The determination of when to create a separate benefits program and to account for that program separately will be determined by the Board in accordance with the Bylaws of the Fund. When the Fund creates a separate program it may provide that contributions from the program will be used for the administration of that program and for payment of claims thereunder only, and such contributions will not be used for the payment of claims or the administration of the Fund's other programs. Contributions from all programs may be used to pay for the general operating expenses of the Fund. The Fund may create such programs by entering into appropriate interlocal contracts for different types of benefits and coverages to political subdivisions. By resolution adopted by the Board of Trustees or by provision of the Fund Bylaws, the assets of any particular program may be made not subject to liabilities attributable to any other program.

1.04. Term of Election and Replacement of Prior Agreement

Unless otherwise provided in the coverage agreement (Exhibit A), the term of this Agreement shall commence on the ____ day of _____, 19__, and shall continue in full force and effect until the end of the calendar year. At the end of the first calendar year and each calendar year thereafter, this Agreement shall be renewed automatically for an additional one (1) calendar year term without the necessity of any action by the parties. Either party may elect not to renew this Agreement by giving written notice at least sixty (60) days prior to the end of the original term or any renewed term.

1.05. Termination

Except as provided in section 4.09, this Agreement may be terminated by either party by giving sixty (60) days written notice of intent to terminate the Agreement to the other party. Any notice of intent to terminate must be delivered either in person or by deposit in the U. S. Mail, certified, return receipt requested.

1.06. Failure to Maintain Coverage

The failure to maintain property and casualty coverage through the Fund will result in the withdrawal of the Fund Member from the Fund.

1.07. Nonassessable Participation

Participation in the Fund shall be on a nonassessable basis. Fund Member has no joint and several liability other than the maximum annual contribution payable by Fund Member. This contribution may include surcharges specifically related to loss experience.

1.08. Reinsurance, Reserves or Excess Insurance

The Fund shall provide for reinsurance or excess coverage and/or maintain reserves to ensure that the participation of the Fund Member shall at all times be on a nonassessable basis.

1.09. Experience Dividend

Any savings to the Fund resulting from the overall loss experience may be used for dividend credit to the Fund Members as the Board of Trustees may declare from time-to-time, provided such funds are not needed for operations, reserves or the payment of claims.

1.10. Investments and Investment Dividend

The Fund shall invest any and all funds that are on deposit with the Fund pursuant to the investment policy prescribed by the Board of Trustees. The investment earnings from these funds shall be used for the benefit of the Fund Members. The Fund shall distribute an investment dividend to the Fund members when the Board of Trustees determine that such a dividend is financially feasible and that such funds are not needed for operations, reserves or payment of claims.

1.11. Dividend Criteria

The Board of Trustees shall prescribe the criteria to be used in determining the eligibility to receive investment and experience dividends.

1.12. Contract Forms

The coverage agreement forms used by the Fund will be approved by the Board of Trustees of the Fund. The Fund may amend or change the coverage agreement with prior notice to Fund Member. The Fund will notify Fund Member of the change and its effective date.

SECTION 2

POWER, DUTIES

2.01. Powers of Fund

The Fund shall have any power necessary to carry out the purposes of this Agreement which may be conferred by article 715c, Tex. Rev. Civ. Stat. Ann., this Agreement, including the coverage agreement, and the rules, regulations, and Bylaws of the Fund. The Fund shall have the power to employ a Fund Manager and independent contractors to assist in carrying out this Agreement.

2.02. Duty to Act

The Fund shall be under no duty to take any action, except as specifically provided for in this Agreement or Bylaws and except as it shall hereinafter agree in writing to take.

2.03. Obligation of Fund Member

By execution of this Agreement, Fund Member agrees to comply with and abide by this Agreement, including the coverage agreement, and the Bylaws, rules and regulations of the Fund.

2.04. Incorporation of Bylaws

The Bylaws of the Texas Association of Counties Property and Casualty Self Insurance Fund are incorporated by reference and made a part of this Agreement for all purposes as if fully set out herein.

SECTION 3

FUND COORDINATORS

3.01. Appointment

Fund Member shall appoint a property and casualty coordinator to work with the Fund. The name of the coordinator and the address for which notices and other information may be given by the Fund shall be set forth in the space provided below. The property and casualty coordinator will be the primary contact with the Fund, and the Fund shall not be required to contact any other individual regarding matters with Fund Member. The property and casualty coordinator shall be responsible for submitting claims to the Fund.

3.02. Change of Coordinator

Member may change its coordinator and/or the address for such coordinator by giving written notice to Fund of such change prior to the effective date of the change.

SECTION 4
ANNUAL PREMIUM4.01. Submission of Information

Fund Member shall submit to the Fund no later than November 15 of each year documentation necessary for the Fund to use to determine the risk to be covered for the next Fund Year. The Fund will provide forms identifying the information requested.

4.02. Failure to Timely Submit Information

If Fund Member fails to submit the information required in section 4.01 by the due date, the Fund may charge a penalty of \$100 for each month or portion thereof that the information is not received. Failure to submit the information within 30 days of the due date shall subject Fund Member to cancellation and termination after notice.

4.03. Premium Based on Information Provided

The contribution or premium for the Fund Member shall be based upon the information provided by section 4.01. The Fund reserves the right to audit and inspect Fund Member's operations. If the actual premium is more than the estimated premium paid by the Fund Member, the Fund shall notify Fund Member of the difference and Fund Member shall immediately remit the additional amount to the Fund. If the actual premium is less than the estimated premium paid by the Fund Member, the Fund shall refund the excess amount to the Fund Member.

4.04. Agree to Pay

Fund Member agrees to pay into the Fund the premium contribution amount determined for Fund Member based upon the Fund's calculation.

4.05. Calculation of Annual Premium

The Fund shall calculate the annual premium for Fund Member using the appropriate discount and/or surcharge if applicable.

4.06. Annual Premium or Charge

The premium or charge for property and casualty coverage provided by the Fund to Fund Member shall be provided to Fund Member annually. The premium or charge may be adjusted annually by the Board of Trustees of the Fund. In the event that charges are adjusted, the new charge or premium will become effective on the beginning of the Fund Year.

The Fund shall bill the annual premium in advance. Fund Member shall pay the Fund at the address specified in Paragraph 7.08. Fund Member's payment is due upon receipt of invoice, and any payment not received within thirty (30) days of the due date shall be charged interest at the rate of 1% per month pursuant to article 601f, Tex. Rev. Civ. Stat. Ann.

4.07. Surcharge

In the event Fund Member has a higher loss experience than identified in the underwriting standards, the Fund may impose a surcharge on Fund Member as a condition of continued participation in the Fund.

4.08. Termination for Failure to Pay

Notwithstanding any other provision in this Agreement, the Fund may terminate this Agreement upon ten (10) days written notice if any payment or contribution owned by Fund

Member to the Fund is not paid as required by this Agreement. Fund Member shall remain obligated for such unpaid premium or charge for the period preceding termination.

4.09 Collection of Outstanding Contributions

Should the Fund Member fail to make the required payment hereunder, this Interlocal Agreement may be cancelled or suit may be brought to collect any outstanding contributions due and payable to the Fund. It is understood and agreed among the parties that venue for any suit brought for the purpose of collecting any contributions due and payable to the Fund shall be in Austin, Travis County, Texas. The party prevailing in any action brought for the purpose of collecting any outstanding contributions due and payable to the Fund shall be entitled to reasonable attorney's fees, plus court costs.

SECTION 5

CLAIMS

5.01. Claims Submitted

Fund Member shall submit claims to the Fund as set forth in the coverage agreement.

5.02. Fund Member to Cooperate

If the Fund needs assistance from Fund Member or Fund Member's employees regarding a claim, Fund Member will cooperate with the Fund and will provide such assistance.

SECTION 6

SAFETY

6.01. Safety Program

The Fund Member agrees to cooperate in instituting any and all reasonable safety regulations that may be recommended for the purpose of eliminating or minimizing hazards that may contribute to property and casualty losses. In the event that the recommendations submitted by the Fund or a contractor authorized by the Fund to make such recommendations on behalf of the Fund seem unreasonable, the Fund Member has a right to appeal to the Board of Trustees.

SECTION 7

MISCELLANEOUS

7.01. Eligibility of Fund Member

Fund Member is a Texas county or a Texas political subdivision authorized to participate in the Fund by the Board of Trustees.

7.02. Amendment

Except as provided in this Agreement and the Bylaws, this Agreement shall not be amended or modified other than in a written agreement signed by the parties. The coverage agreement may be amended by the Fund with notice of the amendment given to Fund Member.

7.03. Applicable Law

This Agreement is entered into and executed in the State of Texas, and all questions pertaining to its validity or construction shall be determined in accordance with laws of the State of Texas.

7.04. Acts of Forbearance

No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement nor shall the failure of any party to exercise any right or privilege herein granted be considered as a waiver of such right or privilege.

7.05. Application of Texas Trust Code Provisions

In accordance with the provisions of section 113.059, Texas Trust Code, and for the purpose of promoting cooperative endeavors with the Texas Association of Counties and its affiliates, if any, and the economies to be achieved thereby, the Trustees of the Fund are hereby relieved from any duty, liability, or restriction imposed by section 113.053, Texas Trust Code, 113.054, Texas Trust Code or section 113.055, Texas Trust Code to the extent that such sections might otherwise inhibit transactions with the Texas Association of Counties or any affiliate thereof.

7.06. Effect of Partial Invalidity

In case any provision of this Agreement is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Agreement.

7.07. Headings and Captions

The headings and captions in this Agreement are inserted for the purpose of convenience only and shall not be considered in the construction of any provision.

7.08. Notices

Any notice required to be given or payment required to be made to Fund shall be deemed properly sent if addressed to:

Texas Association of Counties
Property and Casualty Self Insurance Fund
P. O. Box 2131
Austin, Texas 78768

and deposited in the United States Mail with proper postage. The Fund may change its address by giving notice to Fund Member. Any notice required to be given or payment required to be made to Fund Member shall be deemed properly sent if addressed to the Fund Member's Property and Casualty Coordinator at the address set forth below. Such person and address may be changed by Fund Member if written notice of such change is given to Fund.

7.09. Counterparts

This Agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

7.10. Exclusive Right to Enforce

The Fund and the Fund Member have the exclusive right to bring suit to enforce this Agreement; and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

7.11. Prior Agreements Superseded

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior agreements respecting the services to be provided under this Agreement.

EXECUTION

IN WITNESS WHEREOF, we hereunto affix our signatures as of the date indicated below.

TEXAS ASSOCIATION OF COUNTIES
PROPERTY AND CASUALTY SELF-
INSURANCE FUND

By: *Sam D. Seale*
Sam D. Seale, Executive Director
Texas Association of Counties

MEMBER _____

By: _____
Title

Date: 8-27-91

Date: _____

FUND MEMBER'S PROPERTY
AND CASUALTY COORDINATOR

Name: _____

Address: _____

VOL 37 PG 906
INTERLOCAL PARTICIPATION AGREEMENT

for

TEXAS ASSOCIATION OF COUNTIES
PROPERTY AND CASUALTY SELF INSURANCE FUND

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WHEREAS, Fund Member desires to take advantage of the benefits made available through the Fund; and

WHEREAS, the parties recognize that the Fund is a self insurance fund for the provision of property and casualty coverage through interlocal agreements which is authorized by statute and the coverage provided is not considered insurance under the Texas Insurance Code and other state laws;

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1.03. Coverage Described in Exhibit A

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The determination of when to create a separate benefits program and to account for that program separately will be determined by the Board in accordance with the Bylaws of the Fund. When the Fund creates a separate program it may provide that contributions from the program will be used for the administration of that program and for payment of claims thereunder only, and such contributions will not be used for the payment of claims or the administration of the Fund's other programs. Contributions from all programs may be used to pay for the general operating expenses of the Fund. The Fund may create such programs by entering into appropriate interlocal contracts for different types of benefits and coverages to political subdivisions. By resolution adopted by the Board of Trustees or by provision of the Fund Bylaws, the assets of any particular program may be made not subject to liabilities attributable to any other program.

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1.05. Termination

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1.06. Failure to Maintain Coverage

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1.08. Reinsurance, Reserves or Excess Insurance

The Fund shall provide for reinsurance or excess coverage and/or maintain reserves to ensure that the participation of the Fund Member shall at all times be on a nonassessable basis.

1.09. Experience Dividend

Any savings to the Fund resulting from the overall loss experience may be used for dividend credit to the Fund Members as the Board of Trustees may declare from time-to-time, provided such funds are not needed for operations, reserves or the payment of claims.

1.10. Investments and Investment Dividend

The Fund shall invest any and all funds that are on deposit with the Fund pursuant to the investment policy prescribed by the Board of Trustees. The investment earnings from these funds shall be used for the benefit of the Fund Members. The Fund shall distribute an investment dividend to the Fund members when the Board of Trustees determine that such a dividend is financially feasible and that such funds are not needed for operations, reserves or payment of claims.

1.11. Dividend Criteria

The Board of Trustees shall prescribe the criteria to be used in determining the eligibility to receive investment and experience dividends.

1.12. Contract Forms

The coverage agreement forms used by the Fund will be approved by the Board of Trustees of the Fund. The Fund may amend or change the coverage agreement with prior notice to Fund Member. The Fund will notify Fund Member of the change and its effective date.

SECTION 2

POWER, DUTIES

2.01. Powers of Fund

The Fund shall have any power necessary to carry out the purposes of this Agreement which may be conferred by article 715c, Tex. Rev. Civ. Stat. Ann., this Agreement, including the coverage agreement, and the rules, regulations, and Bylaws of the Fund. The Fund shall have the power to employ a Fund Manager and independent contractors to assist in carrying out this Agreement.

2.02. Duty to Act

The Fund shall be under no duty to take any action, except as specifically provided for in this Agreement or Bylaws and except as it shall hereinafter agree in writing to take.

2.03. Obligation of Fund Member

By execution of this Agreement, Fund Member agrees to comply with and abide by this Agreement, including the coverage agreement, and the Bylaws, rules and regulations of the Fund.

2.04. Incorporation of Bylaws

The Bylaws of the Texas Association of Counties Property and Casualty Self Insurance Fund are incorporated by reference and made a part of this Agreement for all purposes as if fully set out herein.

SECTION 3

FUND COORDINATORS

3.01. Appointment

Fund Member shall appoint a property and casualty coordinator to work with the Fund. The name of the coordinator and the address for which notices and other information may be given by the Fund shall be set forth in the space provided below. The property and casualty coordinator will be the primary contact with the Fund, and the Fund shall not be required to contact any other individual regarding matters with Fund Member. The property and casualty coordinator shall be responsible for submitting claims to the Fund.

3.02. Change of Coordinator

Member may change its coordinator and/or the address for such coordinator by giving written notice to Fund of such change prior to the effective date of the change.

ANNUAL PREMIUM

4.01. Submission of Information

Fund Member shall submit to the Fund no later than November 15 of each year documentation necessary for the Fund to use to determine the risk to be covered for the next Fund Year. The Fund will provide forms identifying the information requested.

4.02. Failure to Timely Submit Information

If Fund Member fails to submit the information required in section 4.01 by the due date, the Fund may charge a penalty of \$100 for each month or portion thereof that the information is not received. Failure to submit the information within 30 days of the due date shall subject Fund Member to cancellation and termination after notice.

4.03. Premium Based on Information Provided

The contribution or premium for the Fund Member shall be based upon the information provided by section 4.01. The Fund reserves the right to audit and inspect Fund Member's operations. If the actual premium is more than the estimated premium paid by the Fund Member, the Fund shall notify Fund Member of the difference and Fund Member shall immediately remit the additional amount to the Fund. If the actual premium is less than the estimated premium paid by the Fund Member, the Fund shall refund the excess amount to the Fund Member.

4.04. Agree to Pay

Fund Member agrees to pay into the Fund the premium contribution amount determined for Fund Member based upon the Fund's calculation.

4.05. Calculation of Annual Premium

The Fund shall calculate the annual premium for Fund Member using the appropriate discount and/or surcharge if applicable.

4.06. Annual Premium or Charge

The premium or charge for property and casualty coverage provided by the Fund to Fund Member shall be provided to Fund Member annually. The premium or charge may be adjusted annually by the Board of Trustees of the Fund. In the event that charges are adjusted, the new charge or premium will become effective on the beginning of the Fund Year.

The Fund shall bill the annual premium in advance. Fund Member shall pay the Fund at the address specified in Paragraph 7.08. Fund Member's payment is due upon receipt of invoice, and any payment not received within thirty (30) days of the due date shall be charged interest at the rate of 1% per month pursuant to article 601f, Tex. Rev. Civ. Stat. Ann.

4.07. Surcharge

In the event Fund Member has a higher loss experience than identified in the underwriting standards, the Fund may impose a surcharge on Fund Member as a condition of continued participation in the Fund.

4.08. Termination for Failure to Pay

Notwithstanding any other provision in this Agreement, the Fund may terminate this Agreement upon ten (10) days written notice if any payment or contribution owned by Fund

Member to the Fund is not paid as required by this Agreement. Fund Member shall remain obligated for such unpaid premium or charge for the period preceding termination.

4.09 Collection of Outstanding Contributions

Should the Fund Member fail to make the required payment hereunder, this Interlocal Agreement may be cancelled or suit may be brought to collect any outstanding contributions due and payable to the Fund. It is understood and agreed among the parties that venue for any suit brought for the purpose of collecting any contributions due and payable to the Fund shall be in Austin, Travis County, Texas. The party prevailing in any action brought for the purpose of collecting any outstanding contributions due and payable to the Fund shall be entitled to reasonable attorney's fees, plus court costs.

SECTION 5

CLAIMS

5.01. Claims Submitted

Fund Member shall submit claims to the Fund as set forth in the coverage agreement.

5.02. Fund Member to Cooperate

If the Fund needs assistance from Fund Member or Fund Member's employees regarding a claim, Fund Member will cooperate with the Fund and will provide such assistance.

SECTION 6

SAFETY

6.01. Safety Program

The Fund Member agrees to cooperate in instituting any and all reasonable safety regulations that may be recommended for the purpose of eliminating or minimizing hazards that may contribute to property and casualty losses. In the event that the recommendations submitted by the Fund or a contractor authorized by the Fund to make such recommendations on behalf of the Fund seem unreasonable, the Fund Member has a right to appeal to the Board of Trustees.

SECTION 7

MISCELLANEOUS

7.01. Eligibility of Fund Member

Fund Member is a Texas county or a Texas political subdivision authorized to participate in the Fund by the Board of Trustees.

7.02. Amendment

Except as provided in this Agreement and the Bylaws, this Agreement shall not be amended or modified other than in a written agreement signed by the parties. The coverage agreement may be amended by the Fund with notice of the amendment given to Fund Member.

7.03. Applicable Law

This Agreement is entered into and executed in the State of Texas, and all questions pertaining to its validity or construction shall be determined in accordance with laws of the State of Texas.

7.04. Acts of Forbearance

No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement nor shall the failure of any party to exercise any right or privilege herein granted be considered as a waiver of such right or privilege.

7.05. Application of Texas Trust Code Provisions

In accordance with the provisions of section 113.059, Texas Trust Code, and for the purpose of promoting cooperative endeavors with the Texas Association of Counties and its affiliates, if any, and the economies to be achieved thereby, the Trustees of the Fund are hereby relieved from any duty, liability, or restriction imposed by section 113.053, Texas Trust Code, 113.054, Texas Trust Code or section 113.055, Texas Trust Code to the extent that such sections might otherwise inhibit transactions with the Texas Association of Counties or any affiliate thereof.

7.06. Effect of Partial Invalidity

In case any provision of this Agreement is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Agreement.

7.07. Headings and Captions

The headings and captions in this Agreement are inserted for the purpose of convenience only and shall not be considered in the construction of any provision.

7.08. Notices

Any notice required to be given or payment required to be made to Fund shall be deemed properly sent if addressed to:

Texas Association of Counties
Property and Casualty Self Insurance Fund
P. O. Box 2131
Austin, Texas 78768

and deposited in the United States Mail with proper postage. The Fund may change its address by giving notice to Fund Member. Any notice required to be given or payment required to be made to Fund Member shall be deemed properly sent if addressed to the Fund Member's Property and Casualty Coordinator at the address set forth below. Such person and address may be changed by Fund Member if written notice of such change is given to Fund.

7.09. Counterparts

This Agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

7.10. Exclusive Right to Enforce

The Fund and the Fund Member have the exclusive right to bring suit to enforce this Agreement; and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

7.11. Prior Agreements Superseded

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior agreements respecting the services to be provided under this Agreement.

IN WITNESS WHEREOF, we hereunto affix our signatures as of the date indicated below.

TEXAS ASSOCIATION OF COUNTIES
PROPERTY AND CASUALTY SELF-
INSURANCE FUND

By: *Sam D. Seale*
Sam D. Seale, Executive Director
Texas Association of Counties

Date: 8-27-91

MEMBER _____

By: _____ Title

Date: _____

FUND MEMBER'S PROPERTY
AND CASUALTY COORDINATOR

Name: _____

Address: _____



TEXAS ASSOCIATION OF COUNTIES
 P.O. BOX 2131
 AUSTIN, TEXAS 78768

VOL 37 PG 913

PROPOSAL AND ACCEPTANCE FORM

COVERAGE: Property
ENTITY: Upshur County
PROPOSAL DATE: September 23, 1991
EFFECTIVE DATE: FROM 10-1-91 TO 10-1-92

	<u>OPTION A</u>	<u>OPTION B</u>	<u>OPTION C</u>
DEDUCTIBLE:	\$1,000	\$2,500	\$5,000
ANNUAL PROPERTY CONTRIBUTION:	\$9,238	\$8,492	\$7,237

PLEASE REFER TO THE ATTACHED QUOTATION FORM FOR PROPOSED LIMITS AND SUB-LIMITS.

IMPORTANT: A FULLY EXECUTED AGREED AMOUNT STATEMENT MUST ACCOMPANY THIS ACCEPTANCE NOTICE. (APPLICABLE TO PROPERTY ONLY.)

Jim Lee
 Signature of TAC Official
September 23, 1991
 Date

PROPERTY AND/OR AUTO PHYSICAL DAMAGE COVERAGE AS OFFERED ON THIS PROPOSAL IS ACCEPTED.

OPTION A OPTION B OPTION C

Dona Higgs
 Signature of Accepting Official
9-30-91
 Date
Auditor
 Title

This acceptance is not valid unless received by the TAC office no later than one day prior to the effective date shown above.



TEXAS ASSOCIATION OF COUNTIES
P.O. BOX 2131
AUSTIN, TEXAS 78768

ENTITY: Upshur County
PROPOSAL DATE: September 23, 1991
TYPE OF COVERAGE: General Liability Coverage
*LIMITS: Bodily Injury \$100,000/person
\$300,000/occurrence
Property Damage \$100,000/occurrence

*See attached Legal Opinion regarding Tort Limits of Liability

Annual contribution (non-assessable) includes modifier of 1.00. If we determine a different modifier applies, the contribution will be revised accordingly.

	ANNUAL CONTRIBUTION
OPTION A - With no deductible per BI or PD claim	\$21,196
OPTION B - With \$5,000 deductible per BI or PD claim	\$17,834
OPTION C - With \$10,000 deductible per BI or PD claim	\$16,350

Aime Jean
Signature of TAC official

September 18, 1991
Date

COVERAGE ACCEPTANCE

General liability coverage as offered on this proposal is accepted.

I ELECT OPTION A OPTION B OPTION C

Diana Hizzo, Auditor
Effective Date

Insurance Coordinator

9-30-91
Signature and Title of Accepting Official

Date

This acceptance is not valid unless received by the TAC office no later than 60 days from the proposal.



TEXAS ASSOCIATION OF COUNTIES
P.O. BOX 2131
AUSTIN, TEXAS 78768

VOL 37 PG 915

PROPOSAL

COVERAGE: Automobile Physical Damage
ENTITY: Upshur County
PROPOSAL DATE: September 23, 1991
EFFECTIVE DATES: from 10-1-91 to 10-1-92

ALL VEHICLES PER ATTACHED SCHEDULE

	ANNUAL CONTRIBUTION
OPTION A - \$250 Deductible	\$10,508
OPTION B - \$500 Deductible	\$8,274
OPTION C - \$1000 Deductible	\$5,460

Valuation Basis: **ACTUAL CASH VALUE**

This proposal includes the following coverages:

COLLISION

COMPREHENSIVE (ALL CAUSES OF LOSS OTHER THAN COLLISION)

[Signature]
Signature of TAC official

September 18, 1991
Date

COVERAGE ACCEPTANCE

Auto physical damage coverage as offered on this proposal is accepted.

I ELECT OPTION A OPTION B OPTION C

9-20-91
Effective Date

Insurance Coordinator

Dona Dizzo Cuartero
Signature and Title of Accepting Official

Date

This acceptance is not valid unless received by the TAC office no later than 60 days from the proposal.



TEXAS ASSOCIATION OF COUNTIES
P.O. BOX 2131
AUSTIN, TEXAS 78768

ACCEPTANCE FORM

FOR: Upshur County

Coverage: Automobile Liability

Proposal Date: September 23, 1991

Basic Coverage Limit: Bodily Injury - \$100,000/person
\$300,000/occurrence
Property Damage - \$100,000/occurrence

PLEASE CHECK THE OPTION YOU PREFER.		ANNUAL CONTRIBUTION
OPTION A	<input checked="" type="checkbox"/> no deductible per BI or PD claim	\$31,479
OPTION B	<input type="checkbox"/> \$1,000 deductible per BI or PD claim	\$29,815
OPTION C	<input type="checkbox"/> \$5,000 deductible per BI or PD claim	\$27,821

COVERAGE ACCEPTANCE

Automobile liability coverage as offered on this proposal is accepted.

I ELECT OPTION A OPTION B OPTION C

9-30-91
Effective Date

Insurance Coordinator

Dona Higgs, Auditor
Signature/Title of Official

Date

This acceptance is not valid unless received by the TAC office no later than 60 days from the proposal.

TEXAS ASSOCIATION OF COUNTIES
 AUTOMOBILE PHYSICAL DAMAGE
 VEHICLE SCHEDULE

ORIGINAL
 COVERAGE DOCUMENT

10/1/91		10/1/92		UPSHUR COUNTY				
Effective Date	Schedule Veh. No.	Model Year	Type	Make/Model - Description	VIN #	Cost New Value	A.C. Value	
10/1/91	1	1990	4	FORD CROWN VICTORIA	153	13,751	11,001	
10/1/91	2	1990	4	FORD CROWN VICTORIA	152	13,751	11,001	
10/1/91	3	1990	4	FORD CROWN VICTORIA	154	13,751	11,001	
10/1/91	4	1990	4	FORD CROWN VICTORIA	5542	13,751	11,001	
10/1/91	5	1990	4	FORD CROWN VICTORIA	2605	13,751	11,001	
10/1/91	6	1989	4	FORD CROWN VICTORIA	9232	8,001	5,601	
10/1/91	7	1989	4	FORD CROWN VICTORIA	9233	8,001	5,601	
10/1/91	8	1989	4	FORD CROWN VICTORIA	9235	8,001	5,601	
10/1/91	9	1989	4	FORD CROWN VICTORIA	9234	8,001	5,601	
10/1/91	10	1989	4	FORD CROWN VICTORIA	1450	8,001	5,601	
10/1/91	11	1989	4	FORD MUSTANG	7414	15,001	10,501	
10/1/91	12	1991	4	FORD CROWN VICTORIA	8525	18,750	18,750	
10/1/91	13	1991	4	FORD CROWN VICTORIA	8526	18,750	18,750	
10/1/91	14	1991	4	FORD CROWN VICTORIA	8527	18,750	18,750	
10/1/91	15	1991	4	FORD CROWN VICTORIA	8528	18,750	18,750	
10/1/91	16	1986	1	CHEV PU	2977	8,000	4,400	
	17						0	
	18						0	
	19						0	
	20						0	
	21						0	
	22						0	
	23						0	
	24						0	
	25						0	
	26						0	
	27						0	
	28						0	
	29						0	
	30						0	

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 PG 917



TEXAS ASSOCIATION OF COUNTIES
P. O. BOX 2131
AUSTIN, TEXAS 78768

GENERAL LIABILITY CHECKLIST

The Texas Association of Counties Risk Management Fund offers comprehensive general liability coverage including protection for independent contractors, contractual liability and:

- Comprehensive general liability coverage including protection for independent contractors, contractual liability and;
- Products/completed operations (aggregate limit provision \$300,000 BI and \$100,000 PD applies)
- Employee benefit liability coverage affording protection for claims arising out of errors in the administration of employee benefit programs. (\$1,000 deductible)
- The operations of a county dump are covered, with the exception of pollution exposures.
- Pollution claims are not covered.
- The Broad Form Comprehensive General Liability Endorsement including coverages schedule below:
 - contractual liability coverage providing coverage for liability assumed in both written and oral contracts.
 - advertising injury liability.
 - Personal injury is included.
(However, since the comprehensive general liability policy is not intended to provide law enforcement protection, the personal injury provisions covering false arrest, detention, imprisonment or malicious prosecution and covering wrongful entry or eviction or other invasion of the right of private occupancy have been deleted. The result is a restriction in personal injury protection which leaves law enforcement liability protection with those underwriters.)
 - Premises medical payments coverage. (\$1,000 per person)
 - Host liquor law liability coverage.
 - Fire legal liability coverage - for real property. (\$50,000 per occurrence)
 - Broad form property damage liability coverage (including completed operations).
 - Medical malpractice liability coverage. (Coverage for paramedics, nurses, etc. Physicians and hospital employees excluded.)
 - Coverage has been extended to include protection for claims arising from both owned and nonowned watercraft liability (with watercraft under 26 feet in length).
 - Limited worldwide coverage.
- Employees as additional insureds.
- Coverage for county approved volunteers.
- Unintentional errors and omissions endorsement stating that the unintentional failure of the county to disclose all hazards existing as of the inception date of the coverage shall not prejudice that county with respect to coverage by the Pool.
- Blanket additional insured endorsement stating that coverage is provided for additional insureds as required by contracts entered by the county. Except this endorsement shall not apply to any contract between the named insured and any other governmental body, political subdivision or voluntary association.

NOTICE: This form is intended to provide highlights of coverage for easy comparison and is not a coverage document. Please refer to the coverage document for complete details of coverage including definitions, exclusions and other terms and conditions.

BICKERSTAFF, HEATH & SMILEY

400 WEST 15TH STREET, UNITED BANK TOWER, SUITE 1000, AUSTIN, TEXAS 78701-0000

STEVE BICKERSTAFF
C. ROBERT HEATH
MATTHEW C. SMILEY
THOMAS M. FOLLOWS
JERRY CLARKE SMITH
ANDREW NEVCA
CAROLYN E. SULLIVAN
DORIS L. CARROLL
LINDA JAMES
JERRY ALAN SMITH
WYATT C. GENTLE
ROBERT A. CASKY
KATHY HONG
CAROLINE SCOTT
MARGARET B. WINDICE
SUSAN M. PAUL, JR.
DANIEL MICHAEL
MICHAEL J. HAVANAS
MARGA HAVANAS / CAS

(512) 472-0000
TELECOPY NO. 472-0000

December 22, 1986

Mr. Sam E. Clonts
Executive Director
Texas Association of Counties
604 United Bank Tower
400 West 15th Street
Austin, TX 78701

RE: Texas Association of Counties County Government Risk
Management Pool Limits of Liability for Bodily Injury and
Property Damage

Dear Mr. Clonts:

You have requested our opinion concerning the adequacy of the proposed limits of liability for bodily injury and property damage contained in the Texas Association of Counties County Government Risk Management Pool (hereinafter "TAC-Pool"). TAC-Pool coverage is restricted to comprehensive general liability and automobile liability. For both coverages, the proposed limits of liability have been established at \$100,000/person and \$300,000/occurrence for bodily injury and \$100,000/occurrence for property damage. Selection of both the types of coverage and the limits of liability afforded by the TAC-Pool have been impelled by the Texas Tort Claims Act, TEX. CIV. PRAC. & REM. CODE §§ 101.001, et seq. (1986) (hereinafter "the Act").

Under the Act, governmental immunity for counties has been waived in two general instances: (1) negligent operation or use of motor-driven vehicles or equipment and (2) use or condition of property. If damages arise from the operation or use of a motor-driven vehicle or motor-driven equipment, a county can be liable for property damage, personal injury, or death. If damages arise from the use or condition of property, a county can be liable for personal injury and death but not for property damage. You indicate that the TAC-Pool will use standard comprehensive general liability and automobile liability insurance forms approved for general use by the Texas State Board of Insurance. The coverages and protection provided by these policies are for occurrences which are subject to the terms of the Texas Tort Claims Act. The Act specifies that liability of a local governmental unit "is limited to money damages in a maximum amount of \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property." TEX. CIV.

Mr. Sam E. Clonts

-2-

December 22, 1986

REM. CODE § 101.023 (1986). Here, it is relevant to note that recovery for "each person" means each injured person rather than each claimant. Thus, the dollar limit applies to all damages suffered by anyone as a result of the injuries to a single individual. City of Austin v. Cooksey, 470 S.W.2d 386 (Tex. 1978).

Because the maximum dollar amount permitted for recovery under the Texas Tort Claims Act is covered by your proposed limits, a county participating in the TAC-Pool is protected under current law. We note that the TAC-Pool has covered post judgment interest, the one area where a greater liability than the Tort Claims limits can be imposed. Because the TAC-Pool will control when the judgment is paid, you indicate that the TAC-Pool will be responsible for any excess post judgment interest and not the county.

Your proposed limits of liability coordinate with the Texas Tort Claims Act and provide sufficient protection for counties who participate in the TAC-Pool. If higher liability limits had been established for the coverage, this would not increase the amount that a person could recover if his damages were in excess of the limits set forth in the Act. Therefore, these limits are adequate unless there is a change in the law by either the Legislature or the courts.

It is important to remember that liability for a county and a city differ. The failure to understand this distinction has resulted in misunderstandings concerning what a county might be liable for. As you are aware, municipalities have incurred judgments that are in excess of the limitations afforded by the Act when the municipality had engaged in a proprietary function rather than a governmental function. Under current law, the sufficiency of the TAC-Pool proposed limits of liability will not be affected by distinctions between proprietary and governmental functions. While proprietary functions of a municipality are specifically excluded from the Texas Tort Claims Act by section 101.058, a county's liability is not affected by this section. In addition, the Texas Supreme Court has held that the distinction between proprietary and governmental functions of a governmental unit does not apply to counties in that a county does not perform any proprietary functions. Turvey v. City of Houston, 602 S.W.2d 517 (Tex. 1980).

Since the TAC-Pool, at this time, offers coverage only for activities that would be subject to the Tort Claims Act, the limits of liability for personal injury and property damage provided by the TAC-Pool adequately cover potential liability of county TAC-Pool members under current statutory and case law.

Very truly yours, ..

Thomas M. Pollan

Thomas M. Pollan

TMP:ea

TAC PROPERTY RISK POOL		Data of Quote:	
Property Program		9/12/91	
Rate Worksheet		Effective Date: 10/01/91	
(All Risk)		Expiration Date: 10/01/92	
UPSHUR COUNTY			
Item	Property Description	Reported Total Values	Ratable Values
REAL & PERSONAL PROPERTY			
1	Buildings	5,182,500	5,182,500
2	Contents	438,000	438,000
3	Electronic Data Processing - Equipment -	310,000	310,000
AUTOMATIC COVERAGES SUBJECT TO SUBLIMITS			
4	Valuable Papers	25,000	
5	Electronic Data Processing - Media/Software	25,000	
Ratable Subtotal - VE/EDP in excess of \$50,000			0
6	Loss of Revenue	100,000	
Ratable Amount - LR in excess of \$100,000			0
7	Extra Expense	500,000	
Ratable Amount - EE in excess of \$500,000			0
8	Loss of Rents	500,000	
Ratable Amount - LOR in excess of \$500,000			0
9	Accounts Receivable	50,000	
Ratable Amount - AR in excess of \$50,000			0
OPTIONAL SPECIAL COVERAGES			
10	Fine Arts Specific values must be reported.	0	0
11	Leasehold Interest Specific values must be reported.	0	0
12	Personal Effects Specific values must be reported.	0	0
13	Boiler & Machinery	0	0
14	Mobile Equipment (Contractor's Equipment) [Report "Actual Cash Value" for Mobile Equipment]	853,879	853,879
15	Automobile Physical Dam. Catastrophe Coverage [Report "Actual Cash Value" for Automobiles]	0	0
Total Ratable Values - Excluding B&M and ME :			\$ 5,930,500
Total B&M Subject Values :			\$ 0
Total Basic Premium :			\$ 6,326
Total ME Premium :			\$ 911
Total B&M Premium :			N/A
ANNUAL CONTRIBUTION :			\$ 7,237
Per occurrence deductible for all coverages:		\$ 5,000	
Per occurrence deductible for ME coverage:		\$ 5,000	
Per occurrence deductible for B & M coverage:		N/A	
Key Rate :		0.21	
Percentage Non-Combustible (NC) :		92%	
Earthquake Limit :		\$ 5,000,000	
Basic Composite Rate Deviation (+/-) :		0.00%	
Boiler & Machinery Rate Deviation (+/-) :		0.00%	
Basic Composite Rate :		0.1067	
Mobile Equipment Rate:		0.1067	
Boiler & Machinery Rate :		N/A	
TOTAL PRO RATA PROPERTY CONTRIBUTION -			\$ 7,237

TAG PROPERTY RISK POOL
Property Program
Quotation Form

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UPSHUR COUNTY

Effective Date:
10/01/91

A.	COVERAGE BASIS	All Risk
B.	VALUATION METHOD FOR LOSS ADJUSTMENT	
	Real and Personal Property	Replacement Cost
	Mobile Equipment and Automobile Physical Damage	Actual Cash Value
C.	BOILER & MACHINERY COVERAGE - Blanket Basis (1)	N/A
D.	BLANKET LIMIT EACH OCCURRENCE (2)	\$ 6,784,379
E.	BLANKET PER OCCURRENCE DEDUCTIBLE (3)	\$ 5,000
	1. Mobile Equipment Deductible	\$ 5,000
	2. Boiler & Machinery Deductible	N/A
F.	PROPERTY VALUES	
	1. Buildings	\$ 5,182,500
	2. Contents	\$ 438,000
	3. Electronic Data Processing - Equipment	\$ 310,000
	4. Boiler & Machinery	Not Scheduled
	AUTOMATIC COVERAGES SUBJECT TO SUBLIMITS	
	5. Valuable Papers and Electronic Data Processing - Media/Software	\$ 50,000
	6. Loss of Revenue [Business Interruption]	\$ 100,000
	7. Extra Expense	\$ 500,000
	8. Loss of Rents	\$ 500,000
	9. Accounts Receivable	\$ 50,000
	10. Flood (4) Limit is per occurrence & annual aggregate Locations between 100 & 500 year flood zones-- \$ 25,000 Ded.	\$ 1,000,000
	Locations outside of 100 & 500 year flood zones -- Std. Ded.	\$ 2,500,000
	11. Earthquake Limit is per occurrence and annual aggregate	\$ 5,000,000
	12. Newly Acquired Locations [Excess of amount must be reported w/in 60 days]	\$ 1,500,000
	13. Property in the Course of Construction [Builder's Risk]	\$ 500,000
	14. Expediting Expenses	\$ 100,000
	15. Property in Transit	\$ 250,000
	16. Demolition Cost & Increased Cost of Construction	\$ 500,000
	17. Debris Removal	\$ 500,000
	OPTIONAL COVERAGES SUBJECT TO SUBLIMITS	
	18. Fine Arts	N/A
	19. Leasehold Interest	N/A
	20. Personal Effects	N/A
	21. Mobile Equipment (Contractor's Equipment)	\$ 853,879
	22. Automobile Physical Damage Catastrophe Coverage (6)	N/A
G.	ANNUAL PROPERTY CONTRIBUTION	\$ 7,237
H.	PRO RATA FACTOR	100.00%
I.	TOTAL PRO RATA PROPERTY CONTRIBUTION	\$ 7,237

TAG PROPERTY RISK POOL

PROPERTY QUOTATION -- Notes

1. Boiler & Machinery coverage requires a schedule of objects be provided prior to binding. Boiler inspection certificates required by state law will be provided as a pool service. The cost is included in the Boiler & Machinery contribution.
2. Your values may vary from those included in this quotation. Generally speaking, any increase or decrease in the insured values will cause a proportional increase or result in a decrease in contribution the reverse is true if you choose a lower deductible.
4. No Flood Coverage is provided for locations within a 100 year flood zone, or in a zone where no flood designation/classification has been established, as designated by the Federal Emergency Management Agency.
5. There is a \$100,000 minimum deductible for Automobile Physical Damage Catastrophe Coverage.

T E X A S A S S O C I A T I O N O F C O U N T I E S

PROPERTY AND CASUALTY SELF INSURANCE FUND

Property Program

Building & Contents Schedule

AGREED AMOUNT STATEMENT

I _____ as of this day of _____ of 19____, hereby fully acknowledge and understand that the property limits given for both building and contents (as shown on the attached schedule), are the values to which I, acting as the official representative for _____ County, agree the items should be valued and that in the event of a total loss at a given location, this limit will be the maximum amount payable to the member county sustaining the loss..

Authorized Signature: _____

Date: _____

TAC PROPERTY RISK POOL
Buildings & Contents

Authorized
Signature: _____

UPSHUR COUNTY

Effective

Date: _____

Contract No.: [Enter] Date: 10-1-91/92

	Location	*	Occupancy	Sq. Ft./ NBClass	Year Built	Type Construction	BUILDING AMOUNT	Contents Amount	Location Total
1.	100-102 MARSHALL ST. GILMER, TX CNTY 10-10		COURTHOUSE	CKR .21		FRA EC-WR	\$1,705,000	\$200,000	1,905,000
2.	100-102 MARSHALL ST. GILMER, TX GBS RATED		RADIO TOWER	CKR .21		STEEL	\$5,000	\$0	5,000
3.	301 E. BUTLER GILMER, TX BUT 10-301		OFFICE	CKR .21		BV	\$175,000	\$0	175,000
4.	412 N. WOOD GILMER, TX WOO 10-412		GENERAL STORAGE	CKR .21		HT	\$50,000	\$0	50,000
5.	500 GOLDFINCH RD UPSHUR COUNTY, TX GOL 10-500		AUTO REPAIR	CKR 1.00		NC-ICH	\$20,000	\$10,000	30,000
6.	FM HWY 1404 UPSHUR COUNTY, TX HWY 16-1400		AUTO REPAIR	CKR 1.00		NC-ICH	\$20,000	\$10,000	30,000
7.	FM HWY 2088 UPSHUR COUNTY, TX HWY 190-10000		AUTO REPAIR	CKR 1.00		NC-ICH	\$20,000	\$10,000	30,000
8.	7 MI. S. OF GILMER ON U.S. HWY 271 UPSHUR COUNTY, TX WEST 10-3500		OFFICE	CKR 1.00		IC	\$10,000	\$2,000	12,000
9.	15 MI. N.E. OF GILMER ON FM 993 UPSHUR COUNTY, TX HWY 145-500		OFFICE	CKR 1.00		CD	\$5,000	\$1,000	6,000
10.	1 MI. N. OF GILMER ON FM 726 UPSHUR COUNTY, TX WEST 30-97000		COMMUNITY CENTER	CKR 1.00		CD	\$6,500	\$0	6,500
11.	405 TITUS ST. GILMER, TX CNTY 10-20		JAIL	CKR .21		SFR EC-WR	\$2,600,000	\$100,000	2,700,000
12.	11 MI. N.E. OF GILMER ON HWY 155 UPSHUR COUNTY, TX HWY 100-10000		OFFICE	CKR 1.00		CD	\$10,000	\$5,000	15,000
13.	702 TYLER ST. GILMER, TX CNTY 10-30		LIBRARY	CKR .21		NC-B	\$400,000	\$100,000	500,000
14.	700 W. TYLER ST. GILMER, TX CNTY 10-31		ACTIVITY CENTER	CKR .21		BV	\$156,000	\$0	156,000
15.									
16.									
17.									
18.									

VOL 37 pg 996

TAC PROPERTY RISK POOL
Buildings & Contents

Authorized
Signature: _____

UPSHUR COUNTY

Effective

Date: _____

Contract No.: [Enter] Date: 10-1-91/92

Location	*	Occupancy	Sq. Ft./ NBClass	Year Built	Type Construction	BUILDING AMOUNT	Contents Amount	Location Total
55.								
56.								
57.								
58.								
59.								
60.								
61.								
62.								
63.								
64.								
65.								
66.								
67.								
68.								
69.								
70.								
71.								
72.								
TOTALS:						\$5,182,500	\$438,000	\$5,620,500

VOL. 37 PG 977

TAC PROPERTY RISK POOL -- Property Program

ELECTRONIC DATA PROCESSING EQUIPMENT SCHEDULE
UPSHUR COUNTY

Contract No.: [Enter No.]
Property
Effective Date: 10-1-91/92

	DESCRIPTION/LOCATION (Make/Model/Year and Descr.)	SERIAL NUMBER	VALUE
1.	LOCATED AT 100-102 MARSHALL ST., GILMER SCHEDULE TO FOLLOW		\$250,000
2.	LOCATED AT 405 TITUS ST., GILMER SCHEDULE TO FOLLOW		\$60,000
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			

Authorized Signature: _____
Date: _____

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TAC PROPERTY RISK POOL -- Property Program

ELECTRONIC DATA PROCESSING EQUIPMENT SCHEDULE
 UPSHUR COUNTY

Contract No.: (Enter No.)
 Property
 Effective Date: 10-1-91/92

	DESCRIPTION/LOCATION (Make/Model/Year and Desc.)	SERIAL NUMBER	VALUE
33.			
34.			
35.			
36.			
37.			
38.			
39.			
40.			
41.			
42.			
43.			
44.			
45.			
46.			
47.			
48.			
		TOTAL	\$310,000

Authorized Signature: _____
 Date: _____

VOL 31 PG 929

TAC PROPERT RISK POOL -- Property Program

MOBILE EQUIPMENT SCHEDULE
UPSHUR COUNTY

Contract No.: [Enter No.]
Property
Effective Date: 10-1-91/92

VOL. 37 PG 030

	DESCRIPTION (Make/Model/Year and Description)	SERIAL NUMBER	VALUE
1.	AF 65 GRADER	24AD1895	\$4,000
2.	JOHN DEERE BACKHOE	2737901	\$5,000
3.	CASE LOADER	1016793	\$5,000
4.	5800 CASE LOADER/BACKHOE	907008	\$5,000
5.	TERRAIN KING BOOM AXE MODEL BA-398	C415338	\$10,000
6.	FA MODEL M1008 GRADER	2273	\$6,000
7.	FORD MODEL 4610 TRACTOR	C684175	\$10,000
8.	TK MOWER	43407	\$15,000
9.	1988 6708 JOHN DEERE	C734829	\$70,000
10.	PETTIBONE WOOD PREPARIZER/MODEL P730	277	\$5,000
11.	1979 CASE LOADER	9133112	\$8,000
12.	1970 HYSTER	15125	\$2,500
13.	FORD 5000 TRACTOR	02NN70068	\$2,500
14.	1974 JOHN DEERE LOADER	107941	\$7,000
15.	1969 INGRAM PACKER	9ACL0438	\$1,500
16.	1978 CASE LOADER BACKHOE	9128048	\$7,500

Authorized Signature: _____
Date: _____

TAC PROPERT RISK POOL -- Property Program

MOBILE EQUIPMENT SCHEDULE
UPSHUR COUNTY

Contract No.: [Enter No.]
Property
Effective Date: 10-1-91/92

	DESCRIPTION (Make/Model/Year and Description)	SERIAL NUMBER	VALUE
17.	FORD TRACTOR MODEL 5900 W/SIDE MOWER	C7NN70068	\$15,000
18.	FORD FRONT END LOADER	182-501	\$1,800
19.	JOHN DEERE 450C LOADER	354150	\$15,000
20.	CHAMPION 710 GRADER	8854	\$18,000
21.	1985 TIGER SPECIAL TRACTOR/DITCHER & ROTER	T80	\$18,500
22.	1985 FIATALLIS 65B MOTOR GRADER	75A03231	\$24,000
23.	JOHN DEERE 544B WHEEL LOADER	SD249488	\$18,000
24.	FORD BACKHOE	ZX00129	\$14,000
25.	AC 66 FRONT END LOADER	HD6020069	\$5,000
26.	AC HD 6G LOADER	21024	\$5,000
27.	CASE 580B BACKHOE	5260734	\$7,000
28.	FORD 5000 TRACTOR	C419421	\$5,000
29.	FORD TRACTOR & TERRAIN KING W/BOOM AXE MODEL BA398, 38084	C63224	\$15,000
30.	1985 TIGER SPEC. 6610 TRACTOR W/DITCHER #1399, W/MOWER #2541	C727429	\$20,000
31.	CAT 112 GRADER	37V289078P4137	\$25,000
32.	1988 65B GRADER	4100	\$45,000

Authorized Signature: _____
Date: _____

VOL 37
PG 931

TAC PROPERT RISK POOL -- Property Program

MOBILE EQUIPMENT SCHEDULE
UPSHUR COUNTY

Contract No.: [Enter No.]
Property
Effective Date: 10-1-91/92

VOL 37
PG 933

	DESCRIPTION (Make/Model/Year and Description)	SERIAL NUMBER	VALUE
33.	1989 CATERPILLAR 128 MOTOR GRADER	61M13247	\$83,000
34.	TIGER ROTARY BOOM MOWER	TB1535	\$14,000
35.	JOHN DEERE 320 C LOADER	7816	\$24,000
36.	1990 JOHN DEERE 544E RUBBER TIRE LOADER	527680	\$63,000
37.	JOHN DEERE 570A GRADER	57QA05819T	\$5,000
38.	FORD 3550 LOADER/BACKHOE	R111050	\$12,500
39.	REX PULVI MIXER	HK1418	\$30,000
40.	CAT 12G GRADER	61M11929	\$60,000
41.	CAT RUBBER TIRE LOADER 920	62K8614	\$10,000
42.	BELARUS 800 TRACTOR W/RHINO CUTTER	540502/10200	\$10,000
43.	FORD 558 TRACTOR LOADER	C779222	\$18,000
44.	BELARUS 802 TRACTOR W/BOOM MOWER	10151	\$10,000
45.	JOHN DEERE 670B MOTOR GRADER	529462	\$99,079
46.			
47.			
48.			
		TOTAL	\$853,879

Authorized Signature: _____
Date: _____



TEXAS ASSOCIATION OF COUNTIES
 P.O. BOX 2131
 AUSTIN, TEXAS 78768

AUTOMOBILE LIABILITY

PROPOSAL DATE: September 23, 1991

ENTITY: Upshur County

*Limits: Bodily Injury \$100,000/person
 \$300,000/occurrence
 Property Damage \$100,000/occurrence

*See Legal Opinion Attached regarding Tort Limits of Liability

Annual contribution (non-assessable) includes modifier of 1.55. If we determine a different modifier applies, the contribution will be revised accordingly.

No deductible	\$31,479
\$1,000 deductible	\$29,815
\$5,000 deductible	\$27,821

THIS PROPOSAL INCLUDES THE COVERAGES CHECKED BELOW:

- Coverage for nonowned and hired vehicles.
- Coverage for county-owned vehicles only.
- Uninsured motorist coverage-100/300/100 included in contribution.

Limits:	Bodily Injury	-	\$100,000/person
			\$300,000/occurrence
	Property Damage	-	\$100,000/occurrence
- Personal injury protection: ** \$5,000/person included in contribution for private-passenger automobiles, pickups, and vans.
- Limited Mexico coverage included. Provides protection for up to 25 miles from United States border.
- Unintentional errors and omissions endorsement stating the unintentional failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the county with respect to coverage.

** No other limits available through TAC program.

Signature [Handwritten Signature]

Date September 18, 1991



TEXAS ASSOCIATION OF COUNTIES
P.O. BOX 2131
AUSTIN, TEXAS 78768

Uphsur County

September 23, 1991
(Based on \$0 Deductible Quote)

PERSONAL INJURY PROTECTION: **\$5,000/Person
Includes private-passenger, pickups and vans

ADDITIONAL COST \$1,584
(This coverage was not
included in proposal)

Prepared for : UPSHUR COUNTY

Policy name : UPSHUR COUNTY File : C:\AMSDAT00\FLEET22 .FLT

#	Type	Model	Description	Make/Model/Body Type	Identification
1	BA	82		FORD DUMP	6704
2	BA	89		FORD PU	9202
3	BA	82		FORD DUMP	0266
4	BA	82		FORD DUMP	2971
5	MS	90		FORD CROWN VICTORIA	0153
6	MS	90		FORD CROWN VICTORIA	0152
7	MS	90		FORD CROWN VICTORIA	0154
8	MS	90		FORD CROWN VICTORIA	5542
9	MS	90		FORD CROWN VICTORIA	2605
10	BA	82		FORD DUMP	6687
11	BA	82		FORD DUMP	2938
12	BA	82		FORD DUMP	6700
13	MS	89		FORD CROWN VICTORIA	9234
14	MS	89		FORD CROWN VICTORIA	1450
15	BA	86		CHEV TRUCK	3722
16	BA	79		FORD TRUCK	3481
17	BA	79		FORD PU	0175
18	BA	75		FORD TRUCK	3709
19	BA	86		DODGE PU	5218
20	MS	89		FORD MUSTANG	7414
21	BA	81		INT'L TRAC/TRK	5073
22	BA	81		SHOPMADE TRAILER	TBD
23	BA	81		FORD DUMP	0091
24	BA	63		FORD TANK TRK	5128
25	BA	79		INT'L TRK	2609
26	BA	75		FORD TRUCK	0170
27	MS	89		FORD CROWN VICTORIA	9232
28	MS	89		FORD CROWN VICTORIA	9233
29	MS	89		FORD CROWN VICTORIA	9235
30	BA	86		FORD DUMP	7718
31	BA	85		TRAILER	1931
32	BA	80		FORD PU	1121
33	BA	79		GMC DUMP	1516
34	BA	78		CHEV DUMP	7126
35	BA	83		GMC PU	9867
36	BA	78		FORD DUMP	8480
37	BA	73		CHEV TRUCK	7693
38	BA	87		CHEV DUMP	8924
39	BA	75		FORD TRUCK	0836
40	BA	69		FORD DUMP	1761
41	BA	69		FORD DUMP	2785
42	BA	81		CHEV PU	4716
43	BA	73		GENERAL TRAILER	3315
44	BA	79		HERCULES TRAILER	1542
45	BA	73		GENERAL TRAILER	5418
46	BA	85		CZ TRAILER	8506
47	MS	85		CHEV SEDAN	6944
48	MS	85		CHEV SEDAN	3593
49	BA	85		FORD DUMP	0400
50	BA	85		FORD DUMP	2532
51	BA	85		FORD DUMP	2533
52	BA	85		FORD DUMP	2766
53	BA	85		FORD DUMP	2767
54	BA	85		FORD DUMP	2768

55 BA 85
56 BA 85
57 BA 82
58 BA 82
59 MS 85
60 BA 85

61 MS 86
62 MS 86
63 MS 91
64 MS 91
65 MS 91
66 MS 91
67 BA 86
68 BA 88

FORD DUMP 2769
FORD DUMP 2770
FORD DUMP 6684
FORD DUMP 6684
PLYMOUTH 0493
CHEV PU 0739

DODGE ARIES SEDAN 2559
DODGE SEDAN 3518
FORD CROWN VICTORIA 8525
FORD CROWN VICTORIA 8526
FORD CROWN VICTORIA 8527
FORD CROWN VICTORIA 8528
CHEV PU 2977
FORD PU 4985

BICKERSTAFF, HEATH & SMILEY

400 WEST 15TH STREET, SUITE 2000, AUSTIN, TEXAS 78701

(512) 475-0001
TELECOPY NO. 475-0000

STEVE BICKERSTAFF
C. JAMES HEATH
SMILEY
THOMAS W. POLK
AND CLARENCE SMITH
ANDREW SMITH
CAROLYN E. SULLIVAN
BRUCE S. SULLIVAN
LINDA JAMES
JIMMY GLEN SMITH
WALTER C. GENTY
ROBERT A. GENTY
DAVE WONG
CAROLINE SCOTT
WALTER S. WINDICE
STEVEN W. FORD
DANIEL WINDICE
WALTER S. WINDICE

December 22, 1986

Mr. Sam E. Cloats
Executive Director
Texas Association of Counties
604 United Bank Tower
400 West 15th Street
Austin, TX 78701

RE: Texas Association of Counties County Government Risk Management Pool Limits of Liability for Bodily Injury and Property Damage

Dear Mr. Cloats:

You have requested our opinion concerning the adequacy of the proposed limits of liability for bodily injury and property damage contained in the Texas Association of Counties County Government Risk Management Pool (hereinafter "TAC-Pool"). TAC-Pool coverage is restricted to comprehensive general liability and automobile liability. For both coverages, the proposed limits of liability have been established at \$100,000/person and \$300,000/occurrence for bodily injury and \$100,000/occurrence for property damage. Selection of both the types of coverage and the limits of liability afforded by the TAC-Pool have been impelled by the Texas Tort Claims Act, TEX. CIV. PRAC. & REM. CODE §§ 101.001, et seq. (1986) (hereinafter "the Act").

Under the Act, governmental immunity for counties has been waived in two general instances: (1) negligent operation or use of motor-driven vehicles or equipment and (2) use or condition of property. If damages arise from the operation or use of a motor-driven vehicle or motor-driven equipment, a county can be liable for property damage, personal injury, or death. If damages arise from the use or condition of property, a county can be liable for personal injury and death but not for property damage. You indicate that the TAC-Pool will use standard comprehensive general liability and automobile liability insurance forms approved for general use by the Texas State Board of Insurance. The coverages and protection provided by these policies are for occurrences which are subject to the terms of the Texas Tort Claims Act. The Act specifies that liability of a local governmental unit "is limited to money damages in a maximum amount of \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property." TEX. CIV.

REM. CODE § 101.023 (1986). Here, it is relevant to note that recovery for "each person" means each injured person rather than each claimant. Thus, the dollar limit applies to all damages suffered by anyone as a result of the injuries to a single individual. City of Austin v. Cooksey, 470 S.W.2d 386 (Tex. 1978).

Because the maximum dollar amount permitted for recovery under the Texas Tort Claims Act is covered by your proposed limits, a county participating in the TAC-Pool is protected under current law. We note that the TAC-Pool has covered post judgment interest, the one area where a greater liability than the Tort Claims limits can be imposed. Because the TAC-Pool will control when the judgment is paid, you indicate that the TAC-Pool will be responsible for any excess post judgment interest and not the county.

Your proposed limits of liability coordinate with the Texas Tort Claims Act and provide sufficient protection for counties who participate in the TAC-Pool. If higher liability limits had been established for the coverage, this would not increase the amount that a person could recover if his damages were in excess of the limits set forth in the Act. Therefore, these limits are adequate unless there is a change in the law by either the Legislature or the courts.

It is important to remember that liability for a county and a city differ. The failure to understand this distinction has resulted in misunderstandings concerning what a county might be liable for. As you are aware, municipalities have incurred judgments that are in excess of the limitations afforded by the Act when the municipality had engaged in a proprietary function rather than a governmental function. Under current law, the sufficiency of the TAC-Pool proposed limits of liability will not be affected by distinctions between proprietary and governmental functions. While proprietary functions of a municipality are specifically excluded from the Texas Tort Claims Act by section 101.058, a county's liability is not affected by this section. In addition, the Texas Supreme Court has held that the distinction between proprietary and governmental functions of a governmental unit does not apply to counties in that a county does not perform any proprietary functions. Turvey v. City of Houston, 602 S.W.2d 517 (Tex. 1980).

Since the TAC-Pool, at this time, offers coverage only for activities that would be subject to the Tort Claims Act, the limits of liability for personal injury and property damage provided by the TAC-Pool adequately cover potential liability of county TAC-Pool members under current statutory and case law.

Very truly yours,

Thomas M. Pollan

Thomas M. Pollan

TMP:ea

AFFIDAVIT TO
UPSHUR COUNTY

The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other seller or to any other person or persons engaged in this type of business prior to the official opening of this bid, and further, that the Manager, Secretary of other Agent or Officer signing this bid is not and has not been for the past six (6) months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon. This affidavit is signed in compliance with Article 2367 Civil Statutes of the State of Texas.

NAME OF BIDDER: Hibbs-Hallmark & Company

SIGNED BY: Barry L. Jones Executive Vice President
(sign name in writing) (Title)

ADDRESS: P. O. Box 8357 Tyler TX 75711

TELEPHONE NUMBER: (903) 561-8484 DATE: September 20, 1991

AFFIDAVIT

STATE OF TEXAS
COUNTY OF

Before me the undersigned authority on this the 20 day of September, 1991, personally appeared Barry Jones who being duly sworn deposes and says that he signed the above for the purposes and considerations herein expressed.



Diane Roberson
Notary Public
STATE OF TEXAS
Notary Public in and for Smith County, Texas
My commission expires 3-1-93

NOTE: Bids not notarized will not be considered.

TEXAS COMMERCIAL PACKAGE POLICY

Section I - Property

Coverage: XX Fire
XX Extended Coverage
XX Special Extended Coverage
XX Theft
XX Replacement Cost
XX Office Contents Special Form
 Blanket Insurance

AUTOMOBILE

Coinsurance: 90 %

Deductible: \$ 1,000

Total Values:	<u>BUILDING</u>	<u>CONTENTS</u>
	\$ 5,182,500	\$ 438,000

MISC.

Premium: \$ 5,673.

TEXAS COMMERCIAL PACKAGE POLICY

Section II - Liability

Limits: General Aggregate	\$ 1,000,000
Products Aggregate	\$ 1,000,000
Personal Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Legal	\$ 50,000
Medical Expense	\$ 5,000

Coverages: Commercial General Liability

Premises & Operations

Products/Completed Operations

Including:

- Blanket Contractual Liability
- Personal Injury Liability
- Premises Medical Payments
- Host Liquor Liability
- Fire Legal Liability
- Broad Form Property Damage
- Employees as Additional Insureds
- Non-Owned Watercraft
- Advertising Liability
- Limited Worldwide Liability
- 90-Day Automatic Coverage for Newly Acquired Operations
- Incidental Malpractice
- Extended Bodily Injury

Premium: \$ 24,955

**INA COUNTY MUTUAL
BUSINESS AUTOMOBILE POLICY**

AUTOMOBILE

Limits:	Bodily Injury	Per Person	\$ 100,000
		Per Accident	\$ 300,000
	Property Damage		\$ 100,000
Physical Damage:	Comprehensive - Deductible		\$ 100
	Collision - Deductible		\$ 250

Other Coverages:

Hired & Non-Owned Vehicles:	Bodily Injury	Per Person	\$ 100,000
		Per Accident	\$ 300,000
	Property Damage	Per Accident	\$ 100,000
Uninsured/Underinsured Motorists:	Bodily Injury	Per Person	\$ 100,000
		Per Accident	\$ 300,000
	Property Damage	Per Accident	\$ 100,000

MISC

Premium: \$ 52,259

CRUM & FORSTER

BUSINESS AUTOMOBILE POLICY

Limits:	Bodily Injury	Per Person	\$ 100,000
		Per Accident	\$ 300,000
	Property Damage		\$ 100,000
Physical Damage:	Comprehensive - Deductible		\$ 100
	Collision - Deductible		\$ 250

Other Coverages:

Hired & Non-Owned Vehicles:			
	Bodily Injury	Per Person	\$ 100,000
		Per Accident	\$ 300,000
	Property Damage	Per Accident	\$ 100,000
Uninsured/Underinsured Motorists:			
	Bodily Injury	Per Person	\$ 100,000
		Per Accident	\$ 300,000
	Property Damage	Per Accident	\$ 100,000

Premium: \$ 59,720*

*Liability premiums include actual October 1, 1991 Experience
Modifier of 1.55

EQUIPMENT POLICY

Coverage: All Risk Including Theft

Deductible: 1. \$ 500
 2. \$ 1,000
Rate: \$.55
 \$.50

Total Values: \$ 787,379

Premium: 1. \$ 4,331
 2. \$ 3,937

MISC

ELECTRONIC EQUIPMENT POLICY

Coverage: Comprehensive All Risk

Replacement Cost

Deductible: 1. \$ 250

\$ 250 Mechanical Breakdown

Total Values: \$ 340,000

Premium: \$ 324*

*Included on Package Policy

**HIBBS-HALLMARK & COMPANY
CREDIT POLICY AND PROCEDURES**

Hibbs-Hallmark & Company will be pleased to be selected by your organization to provide your insurance program. We feel that it is important to explain our credit procedures in order that you may maximize your cash flow, as well as make you aware of payment dates to assure full coverage at all times.

POLICY INCEPTION/RENEWALS

Payment is required in full for all new or renewal policies on inception date unless placed on a premium finance agreement. The premium finance agreement requires the deposit be paid by inception date.

INTERIM REPORTING PROCEDURES

Monthly, quarterly or semi-annual reports for Workers' Compensation, General Liability or other premium reporting policies are required to be filed with Hibbs-Hallmark no later than the 15th of the month following the end of the period to be reported. The premium payment must be attached to the report. Should you have any questions about the filing procedures or calculation of the report please contact your agent or customer service representative with Hibbs-Hallmark & Company.

COMPANY FINANCE AGREEMENTS

Payments are required to be in the insurance company's office on the date due to avoid cancellation. If cancelled the companies will allow only one reinstatement and a second cancellation will require the entire balance of the premium be paid in full in order to reinstate the coverage.

ENDORSEMENTS

Changes in coverages requiring additional charges by the insurance company will be billed to you by HHC at the time the endorsement is processed. This invoice will be enclosed with your endorsement and is due upon receipt.

AUDITS

Audits will be completed after expiration of each policy requiring them such as workers compensation, general liability, product liability and, property reporting forms. These audits will be mailed to your office as soon as possible after receipt from the company showing any additional or returned premium. Please review these immediately and if you have any questions notify Hibbs-Hallmark & Company at once. If no changes are in order payment is required within 20 days of billing.

Non compliance with the above requirements could cause notice of cancellation to be sent out on those policies involved. Should you have any reasons you can not comply with these procedures please contact our accounting department here at HHC.

NAME OF PHARMACY: Hogg's PharmacyPHONE NO. 843-2729ADDRESS: 104 Davis St.

DISCOUNT OFFER: Cost (AWP), or below cost (% below?), plus (+) \$ 3.60 for dispensing fee. Note: Circle appropriate -- either cost or below cost -- and if offering below cost, write percent amt. in.

SIGNED: _____

(pharmacy owner)

9-9-91

(date)

Please Notice: Agreement covers the period of Oct. 1, 1991 thru May 31, 1992, and may be cancelled with 90 day written notice, with or without cause, by either party.

NAME OF PHARMACY: GILMER DRUG Co

PHONE NO. 903- 843 - 5631

ADDRESS: 118 DAVIS GILMER TX

DISCOUNT OFFER: Cost (AWP), ~~or below cost (-2.50%)~~, plus (+) \$4.00 for dispensing fee. Note: Circle appropriate -- either cost or below cost -- and if offering below cost, write percent amt. in.

SIGNED: *Paul Bates RPh*
(pharmacy owner)

9-5-91
(date)

Please Notice: Agreement covers the period of Oct. 1, 1991 thru May 31, 1992, and may be cancelled with 90 day written notice, with or without cause, by either party.



Professional
Prescription
Compounding Center

the **MED-SHOP**
PHARMACY

VOL 37 PG 949


DON BETHARD, R.PH.
Res Ph. (214) 843-5430

PAT DOWNING, R.PH.
Res. Ph. (214) 843-2300

WAYNE BETHARD, R PH
Res Ph (214) 759-0146

September 5, 1991

Mr. Vernon Vick
County Treasurer
Upshur County
Gilmer, Texas 75644

Dear Mr. Vick,

Please accept this letter of explanation along with our prescription bid. The \$4.50 fee will be added to the AWP (average wholesale price) for each prescription purchased at the Med-Shop, the employee will then pay us a 20% co-pay and we will bill the remainder of the prescription price to the insurance company. This is designed to prevent the employee from spending large sums out-of-pocket for some of today's newer and more expensive medications.

As an example a prescription with an AWP of \$ 20.00 would be priced out at \$ 24.50. The employee would pay us \$ 4.90 and we would bill the insurance company \$ 19.60. If the same product was available in a generic with a \$ 10.00 AWP - we would then charge the customer a \$ 2.90 co-pay and bill the insurance company \$ 11.60.

Please notice that the main purpose of this type of bid is to help keep the employees from having to lay out large sums of money for a particular illness, then having to fill out confusing paper work and having to wait 6 to 12 weeks for insurance reimbursement.

If you have any further questions please give us a call.

Thank you,


Don Bethard & Pat Downing

Hwy 271 North, Gilmer, Texas 75644 (214) 843-5691



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

August 23, 1991

RE: Employee-Group-Discount
on Prescriptions

Dear Sir,

Recently the Commissioner's Court of Upshur County made a decision to eliminate the PCS (prescription card service) system for county employees, due to the need to cutback on the high cost of employee related health care costs.

In an effort to restore some of this benefit to county employees (approx. 120 + dependents) -- and lessen the overall negative impact to employee's pocketbooks -- the Commissioner's Court has decided to solicit local pharmacies as to whether they would be interested in offering an employee-group-discount to county employees on prescription medications (prescription meds only).

Please understand that any "discount" arrangement made with a particular pharmacy will only be offered as an option to employees. It will not be a requirement for employees to make their pharmaceutical purchases at that pharmacy.

Perhaps your pharmacy would be willing to participate with the County of Upshur in offering such a discount to county employees?

Provided you are interested in this, please fill-out the below information and return the bottom portion to the Upshur County Treasurer's Office, Attn: Employee Benefits, P.O. Box 730, Gilmer, Texas 75644 (self-addressed envelope enclosed):

NAME OF PHARMACY: The Med-Ship Pharmacy PHONE NO. (903) 343-5691

ADDRESS: Hwy 271 North, Gilmer, TX 75644

DISCOUNT OFFER: Cost (AWP), or below cost (% below?), plus (+) \$ 4.50 for dispensing fee. Note: Circle appropriate -- either cost or below cost -- and if offering below cost, write percent amt. in.

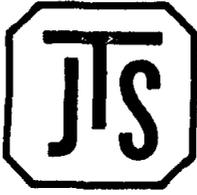
SIGNED: _____

Don Fretwell
(pharmacy owner)

9/5/91
(date)

*See attached
letter.*

Please Notice: Agreement covers the period of Oct. 1, 1991 thru May 31, 1992, and may be cancelled with 90 day written notice, with or without cause, by either party.



Jobs, Training & Services, Inc.

September 18, 1991

Commissioner David Loyd
P. O. Box 730
Gilmer, Texas 75702

Dear Commissioner Loyd:

This is to formally request space for a computer assisted instructional center at 305 East Butler (commonly known as the "Rock Building") in Gilmer. You and I toured the building on September 12, 1991 and decided that the best location in the building is in the back which is now partially occupied by the Aid Bank. JTS built a temporary room in that area to provide a classroom for basic skills during the summer. This has been discussed with Ms. Velma Clay and she has no problems with our proposal.

JTS would propose to expand the temporary room to approximately a 21' x 26' area. We would drop the ceiling and install fluorescent lights. We would provide the proper wiring for the computers, place burglar bars over the outside windows, panel the inside walls on three sides (we would not panel the wall with the windows) and panel the outside walls on two sides. Further, JTS would place linoleum on the floor and install an air conditioner with a heating unit to insure a steady temperature year round. We would also place a lock on the outside door and use that as an entrance to the center rather than the front door of the building.

P.O. Box 1951
Marshall, Texas 75671-1951

Phone:
903-938-4381
903-753-2131

Commissioner David Loyd
September 18, 1991
Page 2

We decided on a special heating and air conditioning unit rather than tying into the existing system because it appeared that the system would not be adequate for the extra space and we would not want to cause any problems with the other tenants in the building.

If approved by the commissioners court and subsequently approved by our funding source, East Texas Council of Governments, JTS would be responsible for making and paying for all the improvements discussed in this letter. All we ask of the commissioners court is free use of the space and utilities. We would further request a lease agreement for an extended period of time, the wording of which to be worked out at a later date.

The center would be equipped as a modern classroom with tables and chairs provided for print study, four (4) computers and a file server and video equipment with headphones. Bookcases and file cabinets will hold the materials. Presently, the closest JTPA learning center is in Longview which means that participants needing to increase their basic skills prior to obtaining employment must commute to Longview each day in order to accomplish this goal. With the implementation of this center, the citizens of Upshur County will be able to obtain those skills right there in Gilmer.

I am enclosing a copy of some of the literature provided by the company that will be installing the computer equipment and would respectfully request a favorable consideration on your part.

If you have questions, please contact me.

Sincerely,



Dow Freeman
Executive Director

:df
encl.

TO: PAYROLL DEPARTMENT

VOL 37 PG 953

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE

EFFECT 9-1-91
(DATE & TIME)

EMPLOYEE Lisa Tefteller

SOCIAL SECURITY NO _____ CLOCK NO 460

THE CHANGE(S)

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE		<u>3.11</u>
<input type="checkbox"/>	<u>4.25 hr.</u>	<u>\$ 861.41</u>

4.97/HR

REASON FOR THE CHANGE(S)

- HIRED
- RE-HIRED
- PROMOTION
- DEMOTION
- TRANSFER
- MERIT INCREASE
- UNION SCALE
- PROBATIONARY PERIOD COMPLETED
- LENGTH OF SERVICE INCREASE
- RE-EVALUATION OF EXISTING JOB
- RESIGNATION
- RETIREMENT
- LAYOFF
- DISCHARGE

LEAVE OF ABSENCE FROM _____ UNTIL _____
(DATE) (DATE)

OTHER (EXPLAIN) from part time
hourly to full time salary

CHANGE AUTHORIZED BY [Signature] DATE _____

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT

VOL 37 PG 954

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE

EFFECT 9-16-91
(DATE & TIME)

EMPLOYEE Oscar Robertson Pct #1

SOCIAL SECURITY NO _____ CLOCK NO 445

THE CHANGE(S)

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input checked="" type="checkbox"/> RATE		<u>4.12</u>
<input type="checkbox"/>		<u>5.35</u>

REASON FOR THE CHANGE(S)

- HIRED
- RE-HIRED
- PROMOTION
- DEMOTION
- TRANSFER
- MERIT INCREASE
- UNION SCALE
- PROBATIONARY PERIOD COMPLETED
- LENGTH OF SERVICE INCREASE
- RE-EVALUATION OF EXISTING JOB
- RESIGNATION
- RETIREMENT
- LAYOFF
- DISCHARGE

LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

OTHER (EXPLAIN) _____

CHANGE AUTHORIZED BY _____ DATE _____

CHANGE APPROVED BY [Signature] DATE 9-16-91

TO: PAYROLL DEPARTMENT

VOL 37 PG 955

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE

EFFECT September 1, 1991
(DATE & TIME)

EMPLOYEE Batina Ann King (TAX OFFICE)

SOCIAL SECURITY NO _____ CLOCK NO 410

THE CHANGE(S)

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input checked="" type="checkbox"/> RATE	8.2 (882.96)	8.3 (904.48)
<input type="checkbox"/>		

REASON FOR THE CHANGE(S)

- HIRED
- RE-HIRED
- PROMOTION
- DEMOTION
- TRANSFER
- MERIT INCREASE
- UNION SCALE
- PROBATIONARY PERIOD COMPLETED
- LENGTH OF SERVICE INCREASE
- RE-EVALUATION OF EXISTING JOB
- RESIGNATION
- RETIREMENT
- LAYOFF
- DISCHARGE

LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

OTHER (EXPLAIN) Increased responsibility due to resignation

CHANGE AUTHORIZED BY [Signature] DATE 8/23/91

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT

VOL 37 PG 456

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE

EFFECT September 1, 1991
(DATE & TIME)

EMPLOYEE Terri L. Webb (TAX OFFICE)

SOCIAL SECURITY NO _____ CLOCK NO 452

THE CHANGE(S)

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input checked="" type="checkbox"/> JOB	<u>861.41</u>	<u>904.48</u>
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE	<u>8.1</u>	<u>8.3</u>
<input type="checkbox"/>		

REASON FOR THE CHANGE(S)

- HIRED
- RE HIRED
- PROMOTION
- DEMOTION
- TRANSFER
- MERIT INCREASE
- UNION SCALE
- PROBATIONARY PERIOD COMPLETED
- LENGTH OF SERVICE INCREASE
- RE-EVALUATION OF EXISTING JOB
- RESIGNATION
- RETIREMENT
- LAYOFF
- DISCHARGE

LEAVE OF ABSENCE FROM _____ UNTIL _____
(DATE) (DATE)

OTHER (EXPLAIN) Added responsibility due to resignation of Mrs Thompson

CHANGE AUTHORIZED BY *Michael Smith* DATE 8/23/91

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT

VOL 37 PG 957

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE

EFFECT September 1, 1991
(DATE & TIME)

EMPLOYEE Patsy M. Fails (TAX OFFICE)

SOCIAL SECURITY NO _____ CLOCK NO 461

THE CHANGE(S)

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input checked="" type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input checked="" type="checkbox"/> RATE	8.1 (861.41)	8.3 (904.48)
<input type="checkbox"/>		

REASON FOR THE CHANGE(S)

- HIRED
- RE-HIRED
- PROMOTION
- DEMOTION
- TRANSFER
- MERIT INCREASE
- UNION SCALE
- PROBATIONARY PERIOD COMPLETED
- LENGTH OF SERVICE INCREASE
- RE-EVALUATION OF EXISTING JOB
- RESIGNATION
- RETIREMENT
- LAYOFF
- DISCHARGE

LEAVE OF ABSENCE FROM _____ UNTIL _____
(DATE) (DATE)

OTHER (EXPLAIN) increased responsibility due to resignation

CHANGE AUTHORIZED BY *M. J. Smith* DATE 8,23,91

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT

VOL 37 PG 95B

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE

EFFECT September 16, 1991
(DATE & TIME)

EMPLOYEE Claudene Edith Bowden (TAX OFFICE)

SOCIAL SECURITY NO 466-44-0086 CLOCK NO 476

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE		
<input checked="" type="checkbox"/> replacement		8.1 (861.41)

REASON FOR THE CHANGE(S)

- HIRED
- RE-HIRED
- PROMOTION
- DEMOTION
- TRANSFER
- MERIT INCREASE
- UNION SCALE
- PROBATIONARY PERIOD COMPLETED
- LENGTH OF SERVICE INCREASE
- RE-EVALUATION OF EXISTING JOB
- RESIGNATION
- RETIREMENT
- LAYOFF
- DISCHARGE

LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

OTHER (EXPLAIN) Replace Talitha Thompson who resigned for a better job.

CHANGE AUTHORIZED BY *MJ Smith* DATE 9/12/91

CHANGE APPROVED BY _____ DATE _____

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 09/10/91 thru 09/23/91

PAGE 1

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
28942-APCA	HC 09/10/91	FIRST NATIONAL BANK GILMER	\$300,000 00	\$300,000 00	CD#20676 PURCHASED @ 6 25% TO MATURE 11/25/91
28943-APCA	HC 09/13/91	RICKY LEWIS PLUMBING	\$228 00	\$228 00	J CTR-PIPING & INSTALLATION/ICE MACHINE@J CTR
28944-APCA	HC 09/13/91	GREGG COUNTY SHERIFF OFFICE	\$90 00	\$30 00	CO CT-CAUSE#7036/BEN McMULLEN(CITATION)
				\$30.00	CO CT-#18,540/JOHNNY W PEPPER(EMORY PEPPER; CITATION)
				\$30.00	CO CT-#18540/JOHNNY W. PEPPER(JIMMY HARRIS; CITATION)
28945-APCA	HC 09/16/91	SOUTHWESTERN ELECTRIC POWER	\$2,436 77	\$2,324 75	CT H-ACCT#56747/AUG 7'91 BILLING
				\$112 02	CT. H-ACCT#16733/STREET LIGHTS(AUG '7'91 BILL)
28946-APCA	HC 09/20/91	TEXAS CORRECTIONS ASSOC	\$120 00	\$120 00	JUV. PROB. -REGISTRATION/TOMLIN, WYLIE/TCA REG. MEET/AUSTIN
28949-APCA	09/23/91	A & E MILL AND WELDING SUPPL	\$38 40	\$9 60	PCT#2-(1)ACEL(1)OX275
				\$19.20	PCT#1-(2)ACEM(2)OX275
				\$9 60	PCT#4-(1)ACEM(1)OX150
28950-APCA	09/23/91	ABC AUTO PARTS	\$43.36	\$34.29	PCT#4-SIV/637 & SIV/U500
				\$9 07	PCT#1-18 GA RED, FUSE HLDKT, FUSES
28951-APCA	09/23/91	ARATEX/IND. UNIFORM & TOWEL	\$654 50	\$59 70	PCT#4-CUST#6058001/UNIFORM SERVICES
				\$53 90	PCT#1-CUST#5945001/UNIFORM SERVICES
				\$41 30	PCT#2-CUST#5935001/UNIFORM SERVICES
				\$54.30	PCT#3-ACCT#5963001/UNIFORM SERVICES
				\$54 70	PCT#4-CUST#6058001/UNIFORM SERVICES
				\$53 90	PCT#1-CUST#5945001/UNIFORM SERVICES
				\$41 30	PCT#2-CUST#5935001/UNIFORM SERVICES
				\$35 00	PCT#3-ACCT#5963001/UNIFORM SERVICES
				\$53 90	PCT#1-CUST#5945001/UNIFORM SERVICES
				\$41 30	PCT#2-CUST#5935001/UNIFORM SERVICES
				\$35 00	PCT#3-CUST#5963001/UNIFORM SERVICES
28952-APCA	09/23/91	ARCHEM, INC	\$92.87	\$92.87	PCT#2-(5)I. S C H @ \$16 20ea. 1gal PUMP
28953-APCA	09/23/91	ARTHUR L. FORT	\$288 60	\$288 60	CO S-BADGES-(1)SHERIFF, (2)DEPUTY, (2)RESERVE DEPUTY, (2)JAILER
28954-APCA	09/23/91	BANCROFT-WHITNEY CO	\$181.80	\$51 20	LAW LIB-TEXAS JUR 3D VOL 75
				\$39 70	LAW LIB-U S SUPREME COURT REPORTS 2D VOL 105
				\$51 20	LAW LIB-TEXAS JUR 3D VOL 76
				\$39 70	LAW LIB-U S SUPREME COURT REPORTS 2D VOL 106
28955-APCA	09/23/91	BARBARA HOLLOWAY	\$11 18	\$11 18	CO TAX-REIMBURSE/RTS MEETING@#LONGVIEW

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
28956-APCA	09/23/91	BARBARA SANDERS	\$266 00	\$266 00	JANITORIAL&FLOWER BEDS/SEPTEMBER '91
28957-APCA	09/23/91	BAYLOR MEDICAL CENTER AT GIL	\$246 90	\$246 90	CO JAIL-SHIRLEY SMITH/ACCT#A59152413/RADIOLOGY 8/28/91
28958-APCA	09/23/91	BEAR GRAPHICS, INC	\$181 05	\$181 05	JP#1, 2, 3, &5-(7)EMBOSSING SEALS 2"
28959-APCA	09/23/91	BENNETT EQUIPMENT COMPANY	\$21 53	\$21 53	PCT#1-ROD END, NUT
28960-APCA	09/23/91	BLAZER RESOURCES, INC	\$2,632 50	\$2,632 50	PCT#2-ACCT#34/130.00BBL ROAD OIL
28961-APCA	09/23/91	BOGEL SALES INC	\$1,050 50	\$350 10	CO JAIL-BLUE SKIES, CLEANER, PAPER TOWELS, BLEACH, DETERGENT, AIR FRESHNER
				\$108 50	IC-5 CASES 9 1/2 x 11 COMPUTER PAPER
				\$217 00	IC-10 CASES 9 1/2 x 11 COMPUTER PAPER
				\$374 90	CO JAIL-TOWELS, POT N
					PAN, CLEANER, STARBRIGHT, BLEACH, SOAP
28962-APCA	09/23/91	BROWN'S WINDSOR DOOR SALES,	\$104 54	\$4 78	PCT#1-2 SACKS SACKRETE
				\$99.76	PCT#1-(4)SHOVELS, GAS CAN, (2)WEED CUTTERS, (4)SACKRETE (4)GLOVES, (9)FILES
28963-APCA	09/23/91	CALAME, LINEBARGER&GRAHAM	\$2,237 73	\$2,237 73	CO TAX-DELINQUENT TAX COLLECTED 8'91
28964-APCA	09/23/91	CAROLYN HILBURN	\$300 00	\$300 00	CO S-"13"/MAN'S WESTERN SADDLE
28965-APCA	09/23/91	CENTAL CELLULAR	\$35 85	\$35.85	CO S-"13"/ACCT#GM00036 SEPT. 9'91 BILLING
28966-APCA	09/23/91	CHEMAX CORPORATION	\$362 36	\$362 36	PCT#1-SAFETY LUBE, TUFF CANS, HAND CLEANER, GASKET MAKER
28967-APCA	09/23/91	CHEROKEE COUNTY	\$183 00	\$183 00	CO CT-CAUSE#MI#13, 446/LOLA B MARTIN
28968-APCA	09/23/91	CHEVRON U.S.A. INC.	\$61 21	\$61.21	CO S-&J. CTR-ACCT#7918170031/AUG. 27'91 BILLING
28969-APCA	09/23/91	CITY OF GILMER	\$1,407 84	\$1,407 84	WASTE-J HAHN/SALARY 6/8/91-9/13/91(CITY DUMP)
28970-APCA	09/23/91	CLIFF'S FOOD MARKET	\$283 41	\$77 75	PCT#1-(4)HD OIL, (1)GREASE
				\$19 00	PCT#1-GASOLINE
				\$59 80	PCT#1-(4gal)HD OIL
				\$7 57	PCT#1-(2)GLOVES, (1)HOE
				\$98 65	PCT#1-(5PR)GLOVES, (6)HYD FLUID
				\$2 78	PCT#1-TAPE
				\$17 86	PCT#1-(2)GLOVES, (2)BROOMS
28971-APCA	09/23/91	CO. & DIST. CLERKS' ASSOC. O	\$50.00	\$25.00	C. CLK-ASSOCIATION DUES JUNE '91-'92
				\$25 00	D CLK-HORACE A RAY/JUNE '91-92 ASSOCIATION DUES
28972-APCA	09/23/91	COMMERCIAL EQUIPMENT CO	\$157 75	\$157.75	CO JAIL-REVERSING TIME FOR WASHING MACHINE

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 09/10/91 thru 09/23/91

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
28973-APCA	09/23/91	COMPLETE BUSINESS	\$467 09	\$23 07 \$22. 71 \$17. 37 \$51. 33 \$34. 91 \$121 46 \$47 64 \$1. 19 \$91. 14 \$56 27	DPS-2 ROLLS FAX PAPER CO. EXT-RICOH#3060 S#282, 1682 copies THRU 8/30/91 CO. TAX-RICOH#3050 S#967, 1287 copies THRU 9/2/91 CO S-RICOH#3050 S#422, 3802 copies THUR 8/28/91 CO. TREAS-RICOH#4418 S#723, 2586 copies THRU 9/3/91 D CLK-RICOH#5520 S#205, 8997 copies THRU 9/3/91 CO. CLK-RICOH#5540 S#257, 3529copies THRU 8/30/91 JP#5-RICOH#3060 S#934, 88 copies THRU 8/27/91 D A -RICOH#4418 S#804, 6751 copies THRU 8/30/91 CO. JUDGE-RICOH#5520 S#203, 4168 copies THRU 9/3/91
28974-APCA	09/23/91	COMPLETE BUSINESS	\$200 00	\$200 00	CO. CLK/RICOH 5540 S#257 SEPT'91(8)
28975-APCA	09/23/91	COMPU / TYPE	\$489 95	\$19 95 \$470 00	COMPUTER-(1)PARRELL PRINTER CABLE COMPUTER-20ea DC6150 TAPES
28976-APCA	09/23/91	CONROY FORD TRACTOR, INC.	\$150 12	\$143 01 \$7. 11	PCT#2-SHAFT, SEAL, PCT#2-FILTER
28977-APCA	09/23/91	CONTINENTAL BUSINESS PRODUCT	\$45 34	\$33 11 \$12. 23	CO TREAS-(1)W/J POST BINDER TREAS-MCA VERTICAL CPU STAND
28978-APCA	09/23/91	CYNTHIA SHATTLES	\$29 07	\$29 07	CO. EXT-REIMBURSE/STATE EXT HOMEMAKERS MEETING
28979-APCA	09/23/91	DAMERON-PIERSON	\$123. 75	\$123 75	CO TAX-CUST#49117/CASH DRAWER KEYED DIFFERENTLY
28980-APCA	09/23/91	DARR EQUIPMENT COMPANY	\$429 64	\$282 37 \$147 27	PCT#3-PARTS PCT#4-CYLINDER, CHAMBER A FOR LOADER
28981-APCA	09/23/91	DAVIS COFFEE COMPANY	\$123 00	\$61 50 \$61 50	CO JAIL-COFFEE CO JAIL-COFFEE
28982-APCA	09/23/91	DEAN'S LAWMOWER &	\$47 90	\$25 00 \$22. 90	CO MAINT-REPAIR LEAK&CLUTCH CO BLDG-REPAIR EDGER
28983-APCA	09/23/91	EAST TEXAS FRAME & ALIGNMENT	\$231 10	\$231 10	PCT#1-USED HANGER, WHEELWEIGHTS, ALIGN FRONT END, BAL 2 TIRES
28984-APCA	09/23/91	EAST TEXAS MACHINERY, INC	\$676 00	\$676 00	PCT#4-(6) INJECTIONS, SERVICE CALL, LABOR

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Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 09/10/91 thru 09/23/91

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
28985-APCA	09/23/91	EAST TEXAS OPEN DOOR, INC	\$120.00	\$120.00	JUV PROB-SHELTER CARE FOR KM 6 DAYS @ \$15.00ea
28986-APCA	09/23/91	EAST TEXAS TRUCK	\$100.13	\$12.68	PCT#1-VALVE
				\$81.00	PCT#1-SEALS, HOSE
				\$6.45	PCT#1-AIR HOSE
28987-APCA	09/23/91	EASTEX TRUCK PARTS, INC	\$6.45	\$6.45	PCT#1-AIRHOSE
28988-APCA	09/23/91	EXPRESS LUBE	\$132.65	\$18.95	CO S-UNIT#12/OIL, FILTER, LABOR
				\$18.95	CO S-UNIT#2/OIL, FILTER, LABOR
				\$18.95	CO S-UNIT#16/OIL, FILTER, LABOR
				\$18.95	CO S-UNIT#17/OIL, FILTER, LABOR
				\$18.95	CO S-UNIT#256/OIL, FILTER, LABOR
				\$18.95	CO S-UNIT#6/OIL, FILTER, LABOR
				\$18.95	CO S-UNIT#207/OIL, FILTER, LABOR
28989-APCA	09/23/91	F L. GARRISON	\$295.96	\$295.96	SEPTEMBER '91/JUVENILE PROBATION BOARD
28990-APCA	09/23/91	GADDIS LINDSEY	\$18.20	\$18.20	PCT#1-REIMBURSE/70mi @ .26ea (PICK UP TRUCK@TYLER)
28991-APCA	09/23/91	GENERAL TELEPHONE COMPANY	\$688.85	\$179.64	D A-#843-5513/SEPT 4 '91 BILLING
				\$89.04	D CT-#843-2836/SEPT 10 '91 BILLING
				\$301.52	CO S-#843-2541/SEPT 10 '91 BILLING
				\$78.19	D CLK-SEP 10 1991 BILLING FOR 1-800-421-0058
				\$40.46	CO LIB-LITERACY PROGRAM-843-3360/SEPT. 16 '91 BILLING
28992-APCA	09/23/91	GEORGE P BANE, INC	\$576.47	\$552.17	PCT#3-CUST#91937/RESEALED MOWER DECK MOTORS
				\$24.30	PCT#3-CUST#91936/REPAIR PARTS FOR 65 GRADER
28993-APCA	09/23/91	GILMER DRUG COMPANY	\$110.29	\$29.93	CO JAIL-PAUL HAMPTON PRESCRIPTION
				\$43.60	CO JAIL-RICHARD SLOAN PRESCRIPTIONS
				\$20.66	CO JAIL-PRIMATENE, CRIEX SPRAY POWDER, BENADRYL
				\$5.61	CO JAIL-PERIDOPHEDRINE HCl, BENADRYL
				\$3.30	CO JAIL-COUGH CONTROL PM
				\$7.19	CO JAIL-PAUL HAMPTON PRESCRIPTION
28994-APCA	09/23/91	GILMER LUMBER COMPANY INC.	\$19.98	\$7.31	CO S-SEARCH TEAM-(3)SACKS SAKRETE
				\$8.77	CO BLDG-PLYWOOD, PLASTIC ANCHORS, SCREWS, WASHERS
				\$8.00	PCT#1-2x8 BOARD 16' LONG
				\$4.10	CRDIT ON ACCOUNT FOR OVERPAYMENT
28995-APCA	09/23/91	GOVERNMENT RECDRDS SERVICES	\$2,729.23	\$2,729.23	C. CLK-CUST#2087/ARCHIVAL RECORDING, INDEXING DOC 3704-4214
28996-APCA	09/23/91	GUARANTEED SUPPLY, INC.	\$96.82	\$96.82	PCT#1-(30)60 WATT A-19 FROST-5000 HR. 1 1

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THE SOFTWARE GROUP, INC

Approved Disbursements
 ALL Checking Accounts
 Disbursements Made from 09/10/91 thru 09/23/91

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
28997-APCA	09/23/91	H&D TIRE & AUTOMOTIVE	\$3,336.12	\$3.96	J CTR-(1)NUT DRIVER
				\$5.55	PCT#1-(1)HOSE(6)CLAMPS
				\$3.22	J. CTR-(2)3-IN-1 OIL
				\$19.61	PCT#1-(1)PTO CABLE
				\$3.97	PCT#2-(1)ULTRA BLUE
				\$19.61	PCT#1-HYD FITTINGS
				\$26.13	PCT#4-(1)AIR FILTER
				\$4.73	J. CTR-(1)KEY SET
				\$14.53	PCT#4-(1)TEFLON TAPE, LABOR
				\$9.86	PCT#1-(1)AIR HOSE
				\$19.76	PCT#1-(1)WATER COOLER
				\$80.39	PCT#1-(2)FILTERS(6)12v BULBS(12)30gal DELCO 400 OIL
				\$110.00	CO EMRG-(1)BATTERY/FOR GENERATOR
				\$8.55	CO EMERG-(1)BATTERY CLAMP
				\$16.36	PCT#4-(2)WIX FILTERS
				\$43.39	PCT#1-(2)WIX FILTERS
				\$3.11	PCT#1-(1)RAD CAP
				\$52.00	CO. S-BATTERY
				\$12.68	PCT#2-(1)PULLEY(2)YARD N GARDEN SHOVEL
				\$14.58	PCT#2-HYD. FITTINGS
				\$0.73	PCT#1-(1)BRASS FITTING
				\$3.96	PCT#1-(4)LUGS
				\$14.68	PCT#1-CABLE, 3/8 COMP SLEEVE, INSERT&COMP NUTS
				\$9.00	PCT#2-(4)RAD SEALS
				\$39.60	PCT#1-(80)1/2 BOLTS(2)NUTS(1)bx WASHERS
				\$75.80	PCT#1-(2)PENCO 90WT OIL 5gal(2)5gal HYD. OIL
				\$4.00	PCT#1-(8)PINS
				\$48.60	PCT#2-(6)FILTERS(2)PENCO 5gal HYD OIL
				\$2.33	PCT#2-(1)DISP ALL SEASON MASK
				\$78.83	PCT#1-(2)1gal BRK FLD(1)4oz OIL CHG(12)DEXRON
					ATF, LUGS
				\$28.00	PCT#2-(1)TUBE
				\$225.09	PCT#2-(1)TIRE/LABOR
				\$2.96	PCT#1-(1)FL RECEPTACLE
				\$8.47	PCT#1-(2)GRINDER WHL, WIRE TERMINAL, PAINT
				\$23.00	PCT#2-(1)PATCH/LABOR
				\$26.65	PCT#3-HYD COUPLER, GREASE HOSE, GREASE TUBES
				\$46.27	PCT#1-FL RECEPTACLES, SLD/TERM LUGS, CABLE, BATT ERY TERMS
				\$463.02	PCT#1-TIRES, TUBES, CORE CHG
				\$92.51	PCT#1-GRINDER, GRIND WHEEL, FILTERS
				\$182.56	PCT#1-TIRES, LABOR, BRAKE FLUID, ADHESIVE
				\$26.43	PCT#4-FILTERS
				\$37.90	PCT#1-V-BELT, NICKLE RODS
				\$24.40	PCT#4-LIGHTS, BULBS
				\$36.42	PCT#2-FUEL PUMP
				\$4.10	PCT#4-PCT#4-WIRE
				\$41.03	PCT#1-OIL, GRINDER WHEEL
				\$26.00	PCT#2-LABOR, PATCH

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 09/10/91 thru 09/23/91

Check #.	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
				\$198.48	PCT#3-114 GAL GASOLINE, 102 GAL DIESEL
				\$65.23	PCT#1-4 CASES OIL, 9 GAL GASOLINE
				\$69.75	PCT#3-93 GAL DIESEL
				\$82.40	PCT#3-103 GAL DIESEL
				\$77.60	PCT#3-97 GAL DIESEL
				\$31.80	PCT#4-30 GAL GASOLINE
				\$2,404.65	PCT#4-1565 GAL GASOLINE, 1030 GAL DIESEL
				\$23.23	CO MAINT-(23)gals REG GASE#1 01ea
				\$5.35	CO. MAINT-(5)gals. PLUS GAS#1 07ea
				\$72.00	PCT#3-90 GAL DIESEL
				\$76.80	PCT#3-96 GAL DIESEL
				\$114.49	PCT#3-107 GAL GASOLINE
				\$84.00	PCT#3-105 GAL DIESEL
				\$56.82	PCT#4-4 CASES DIL
				\$775.10	PCT#2-310 GAL GASOLINE, 593 GAL DIESEL
				\$76.00	PCT#3-95 GAL DIESEL
				\$96.30	PCT#3-90 GAL GASOLINE
				\$4.95	CO. MAINT-(5)gal REG GASE. 99ea
				\$6.93	CO BLDG-7 GAL GASOLINE
				\$129.15	PCT#3-123 GAL GASOLINE
29000-APCA	09/23/91	HIBBS HALLMARK & COMPANY	\$75.00	\$75.00	NON. DEPT-FLOATER ON COMPUTER/J CTR #UZ-TEP146960901
29001-APCA	09/23/91	HOGG'S PHARMACY	\$122.47	\$41.89	IND-GLADYS GLENN/PRESCRIPTION #439483
				\$48.74	IND-GLADYS GLENN/PRESCRIPTION #439484
				\$18.05	IND-GLADYS GLENN/PRESCRIPTION #439485
				\$13.79	IND-ANA FULLER/PRESCRIPTION#439734
29002-APCA	09/23/91	HOLMES CONCRETE PIPE	\$91.35	\$91.35	PCT#1-(7)12"x36"CULVERT
29003-APCA	09/23/91	INTERNATIONAL SUPPLY OF LONG	\$331.97	\$331.97	CO S-8 ACORN CARTRIDGES
29004-APCA	09/23/91	INTERSTATE ELECTRIC	\$313.30	\$313.30	J CTR-160 I40CW SYLVANIA; (1)DIMMER
29005-APCA	09/23/91	IRVIN TIRE COMPANY	\$1,587.92	\$47.82	CO S-UNIT#13/EAGLE GT TIRE
				\$7.00	CO S-UNIT#13/VALVE STEM, WHL BAL, LABOR
				\$143.46	CO S-3 TIRES FOR UNIT #259
				\$21.00	CO. S-UNIT#259/3 VALVE STEMS&LABOR
				\$21.00	CO S-UNIT#5/3 VALVE STEMS, WHL BAL, MT&DISMT TIRE
				\$143.46	CO S-UNIT#5/3 EAGLE GT TIRES
				\$956.40	CO S-20 TIRES
				\$191.28	CO S-UNIT#19/4 TIRES
				\$56.50	CO S-WHEEL BALANCE, ALIGNMENT, STEMS, MT & DISMOUNT
29006-APCA	09/23/91	K&S KWIK STOP	\$9.84	\$9.84	PCT#1-AUGUST BILL FOR ICE
29007-APCA	09/23/91	KIRBY RESTAURANT SUPPLY	\$324.07	\$324.07	CO JAIL-ACCT#7009/PLATES, TRAYS, GLASSES, SHEET

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 09/10/91 thru 09/23/91

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
29016-APCA	09/23/91	MICHAEL MARTIN, ATTY	\$650 00	\$650 00	C CT-CAUSE#20, 662/MARLON TAYLOR SUSTAIRE/CT APPT ATTORNEY
29017-APCA	09/23/91	MICHEAL SMITH	\$33 10	\$33 10	CO. TAX-REIMBURSE/MEALS, MI(4persons, VEHICLE WORKSHOP)
29018-APCA	09/23/91	MIKE LOYD	\$283.32	\$283 32	CO VET-REIMB EXPENSES FOR STATE CONFERENCE, CERT SCHOOL
29019-APCA	09/23/91	NATIONAL ASSOC OF COUNTY	\$50 00	\$50 00	CO AUD-1991/92 STATEMENT OF DUES/DONA FLIPPO
29020-APCA	09/23/91	NICHOLS MACHINERY COMPANY	\$347 40	\$347 40	PCT#4-ACCT#9048/TINES FOR MIXER
29021-APCA	09/23/91	OXMOOR HOUSE	\$23.17	\$23 17	CO EXT-ACCT#91220039480/COMPLETE DO AHEAD COOKBOOK
29022-APCA	09/23/91	PEGUES - HURST MOTOR CO.	\$36 46	\$36 46	PCT#2-(1)HYD HOSE ASSY
29023-APCA	09/23/91	POSTMASTER	\$1,500.00	\$1,500 00	CO CLK-POSTAGE FOR METER
29024-APCA	09/23/91	PROFESSIONAL TECHNICAL	\$1,258 00	\$1,194 00 \$64 00	CO S-(2)HAND HELD RADIOS FOR JAIL CO S-(1)30amp FILTER, LABOR/#10 RADID
29025-APCA	09/23/91	PROJECT TAKING CHARGE	\$28.75	\$28 75	CO EXT-(1)copy"PORJECT TAKING CHARGE"
29026-APCA	09/23/91	QUALITY AUTO	\$2,237.29	\$2,237 29	CO. S-REPAIR 1990 FORD CROWN VICTORIS(MAYFIELD WRECK)
29027-APCA	09/23/91	QUILL CORPORATION	\$347.95	\$347 95	CO TAX&IC-(4)CALCULATORS, PENCILS, TAPE, POST-IT , PENS, PAPER CLIPS & DISPENSERS
29028-APCA	09/23/91	ROADWAY OIL CO., INC	\$9,633 93	\$6,961 70 \$2,672.23	PCT#1-(126 68)CRUDE@18 20ea(248 99)@18 70ea PCT#4-(142 90)bb1s CRUDE OIL@18 70ea
29029-APCA	09/23/91	ROBERT P SHACKELFORD	\$22 35	\$22 35	IND-ANA FULLER/OFFICE VISIT
29030-APCA	09/23/91	RUTH WHITESIDE	\$25 00	\$25 00	SEPTEMBER '91/SERVICE AS LAW LIBRARIAN
29031-APCA	09/23/91	S & S OFFICE WORLD, INC	\$60 00	\$60.00	CO S-LABOR ON PHONE MODEL IOS
29032-APCA	09/23/91	SABINE VALLEY MHMR	\$150 00	\$150.00	JUV PROB-PSYCHOLOGICAL EVALUATION FOR KH
29033-APCA	09/23/91	SAMMIE GREEN EST	\$50 49	\$50 49	CO TAX-UPSHUR COUNTY '90TAX REFUND#R46078
29034-APCA	09/23/91	SANDY LIVENGOOD	\$150 00	\$150.00	D. CT-CAUSE#10355/JASON KEDUGH
29035-APCA	09/23/91	SARGENT-SOWELL, INC	\$166 41	\$166 41	CO S-CUST#423000/2pr. ANKLE CUFFS
29036-APCA	09/23/91	SCHWAAB, INC	\$69 40	\$44 55 \$24 85	D CLK-(2)PREINKED STAMPS D A-(1)PREINKED STAMP

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Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 09/10/91 thru 09/23/91

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
29037-APCA	09/23/91	SEARS MERCHANT #17410	\$57 00	\$29 41 \$27.59	CO BLDG-PLIER SET CO BLDG-DEFLECTOR CLI
29038-APCA	09/23/91	SECRETARY OF STATE	\$90 00	\$90.00	COMM CT-SUBSCRIPTION #91238143, 8/26/91-8/26/92
29039-APCA	09/23/91	SHEPARD'S/McGRAW-HILL	\$178 40	\$178 40	LAW LIB-FEDERAL RULES CITATIONS/SUPPL(4 ISSUES PER YR)
29040-APCA	09/23/91	SKINNER RADIATOR SHOP	\$85 00	\$35 00 \$50 00	PCT#4-CLEAN & REPAIR RADIATOR PCT#2-CLEAN & REPAIR RADIATOR/GRADE ALL
29041-APCA	09/23/91	SOBOL	\$52 50	\$35 00 \$17 50	PCT#1-RENTAL ON (5)LG OXYGEN & (5)SM ACETYLENE BOTTLES PCT#3-CUST#551100/(2)SM OXYGEN, (1)LG OXYGEN, (2)SM ACETYLENE
29042-APCA	09/23/91	SOUTHWESTERN BELL TELEPHONE	\$0 88	\$0 88	D CT-#106-2236-218/SEPT 1'91 BILLING
29043-APCA	09/23/91	SOUTHWESTERN ELECTRIC POWER	\$2,451.82	\$112 39 \$2,339 43	CO CTH-ACCT#1673/SEPT. 9'91 BILLING CT H-ACCT#5674/SEPT 9'91 BILLING
29044-APCA	09/23/91	STATE PURCHASING AND GENERAL	\$125.00	\$125 00	COMM CT-ANNUAL SUBSCRIPTION FEE/TX COOP PURCHASING PROGRAM
29045-APCA	09/23/91	SWIFT INDEPENDENT PACKING	\$624 28	\$377 14 \$247.14	CO JAIL-CUST#17130/ASSORTED MEATS CO JAIL-CUST#17130/ASSORTED MEATS
29046-APCA	09/23/91	TAC WORKERS COMPENSATION	\$31,585 00	\$31,585 00	4th QTR '91/#2300 FOR QTR ENDING 12/31/91
29047-APCA	09/23/91	TELETOUCH CORPORATION	\$107 00	\$107 00	CO S-CUST#LC2303/PAGER #0726, 0755, 0759, 0605 8'91
29048-APCA	09/23/91	THE SOFTWARE GROUP, INC	\$5,957 00	\$334 00 \$337 00 \$546 00 \$265 00 \$155 00 \$304 00 \$216 00 \$334 00 \$163 00 \$3,303 60	CO AUD-PURCHASING MAINT 10/1/91-12/31/91 CO AUD-BUDGETARY MAINT 10/1/91-12/31/91 CO TAX-AUTOMATED TAX MAINT 10/1/91-12/31/91 CO TAX-VOTER REGIS MAINT 10/1/91-12/31/91 CO TREAS-REVENUE PROGRAM MAINT 10/1/91-12/31/91 CO TREAS-ACCTS PAYABLE MAINT 10/1/91-12/31/91 CO TREAS-BANK RECON MAINT 10/1/91-12/31/91 CO TREAS-PAYROLL MAINT 10/1/91-12/31/91 CO CLK-MISC FEES/MAINT 10/1/91-12/31/91 CO TAX-BO, 500 PREPRINTED TAX RECEIPTS
29049-APCA	09/23/91	TIRE GUIDE	\$50 50	\$50 50	CO S-TREAD DESIGN GUIDE 1991, WHO MAKES IT & WHERE 1991
29050-APCA	09/23/91	TITUS PUMP SERVICE, INC	\$1,400 00	\$1,400 00	PCT#4-(2)8'x27'(1)6'x28'x5 1/2'x32' CULVERTS

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

23 SEP 1991

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 09/10/91 thru 09/23/91

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
29051-APCA	09/23/91	TODD TEFTELLER	\$650.00	\$650.00	C. CT-CAUSE#20, 635/RICKEY LEE PEPPER/CT. APPT ATTORNEY
29052-APCA	09/23/91	TYLER UNIFORM CO , INC	\$13.17	\$13.17	CO S-(1)SILVER NAMEPLATE/M ALFORD
29053-APCA	09/23/91	UPSHUR COUNTY APPRAISAL DIST	\$23,608.50	\$23,608.50	CO APPRL-4th QTR '90-'91 BUDGET ALLOCATION
29054-APCA	09/23/91	UPSHUR COUNTY FORD TRACTOR	\$406.46	\$293.15 \$64.95 \$0.70	PCT#2-STARTER, GREASE GUN PCT#2-SEAT PCT#4-BUSHING
				\$28.37	PCT#2-BUSHING & RING
				\$19.29	PCT#2-FILTER & CAP
29055-APCA	09/23/91	UPSHUR-RURAL ELECTRIC COOP ,	\$116.81	\$70.74 \$46.07	PCT#1-ACCT#31885226/SEPT 6'91 BILLING WT MT-ACCT#157460538/SEPT 6'91 BILLING
29056-APCA	09/23/91	VINGO FOODS	\$62.98	\$62.98	D A-HOT CK. RESTITUTION/GLORIA MORGAN
29057-APCA	09/23/91	VINGO FOODS	\$20.31	\$5.66 \$4.65 \$10.00	CO. JAIL-(2)DAWN DETERGENT CO. JAIL-HAIRNETS CO JAIL-BISCUITS
29058-APCA	09/23/91	VINYARD'S	\$236.91	\$175.00 \$61.91	D A--HOT CK RESTITUTION/RODNEY ABRON D A-HOT CK REST/ANGELA CRABTREE
29059-APCA	09/23/91	WAL-MART #146	\$87.69	\$21.10 \$20.70 \$45.89	D A-HOT CK RESTITUTION/ANGELA CRABTREE D A-HOT CK RESTITUTION/JOEL GIBBONS D A -HOT CHECK RESTITUTION FOR DAVID NUTT
29060-APCA	09/23/91	WALMART STORE #146	\$700.61	\$18.38 \$44.81 \$3.38 \$28.68 \$36.56 \$17.88 \$55.60 \$75.74 \$111.24	CO JAIL-(21)TOOTHPASTE(1)NOTEBOOK(1)DESENE CO S-(5)PROCESSED FILM(4)pk MICROCASSETTES CO. LIB-(2)KEYS, PENCILS CO TAX-(3)BINDERS, POLY WRAP CO JAIL-(12)pkS PLASTIC SPOONS(10)BATH TOWELS CC CLK-(3)AUDIO TAPES CO S-(3)VIDEO TAPE, CALCULATOR&PAPER CO S-SHOP VAC, EXT CORD, OUTLETS, FOAM FILTER, CLNG KIT CO S-FILM, PROCESSED FILM, SOLVENT, NOTEBOOK, OSC FAN
				\$308.34	CO. S-VIDED TAPES, HD AA, FILM, 600 FILM, BATTERIES
29061-APCA	09/23/91	WASHCO, INC	\$60.00	\$60.00	CO JAIL-INSTALL REVERSING TIMER ON WASHING MACHINE
29062-APCA	09/23/91	WEST PUBLISHING COMPANY	\$383.75	\$73.25 \$29.50 \$69.75	LAW LIB-ACCT#858-338-296/TX DG 2D V9 & 9A LAW LIB-ACCT#858-338-296/FD 931 LAW LIB-ACCT#858-338-296/USCA T42 1-300 3BK

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 09/10/91 thru 09/23/91

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
				\$28 00	C CT-ACCT#866-760-500/TX ST-BUS&COM CD V3
				\$28 00	D CT-acct#240-543-314/TX ST-BUS&COM CD V3
				\$29 50	LAW LIB-ACCT#858-338-296/FD 932
				\$40 25	LAW LIB-ACCT#858-338-296/TX CS 805-806
				\$28 00	LAW LIB-ACCT#858-338-296/TX ST-BUS&COM CD V3
				\$28 00	D A -ACCT#417-636-300/TX ST-BUS&COM CD V3
				\$29 50	LAW LIB-ACCT#858-338-296/FD 933
29063-APCA	09/23/91	WESTERN AUTO ASSOCIATE STORE	\$42.97	\$42 97	CO S-(1BX)38S&W SHELLS. (2bx)45 AUTOMATIC SHELLS
29064-APCA	09/23/91	WHITE SWAN, NORTH	\$1,171.63	\$604 22	CO JAIL-CUST#420711/ASSORTED FOODS
				\$578 56	CO JAIL-CUST#420711/ASSORTED FOODS
				\$11 15CR	CO JAIL-RETURNED MERCHANDISE
29065-APCA	09/23/91	WILLA STEGALL	\$40.00	\$40 00	D A-BAILIFF/SEPT. 6 '91(8hrs @ \$5 ea)
29066-APCA	09/23/91	WINN'S AUTO & TRUCK REPAIR	\$597.95	\$282 94	CO S-UNIT#9 BRAKE REPAIR, BATTERY, REGULATOR
				\$147 16	CO S-UNIT#10 BRAKE REPAIR, TIGHTEN ALTERNATOR BELT
				\$167 85	CO S-UNIT#6/PADS, SHOES, FILTER, LABOR
29067-APCA	09/23/91	YOLANDA YOUNG	\$19.76	\$19 76	CO LIB-"28"/REIMBURSE 76mi @ 26(ORE CITY)
29068-APCA	09/23/91	YOUNG'S HEATING & AIR	\$151.07	\$151 07	J. CTR-(6)RELAYS & FREIGHT
Total for APCA - Accounts Payable Clearing Account			\$428,439.38		

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Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 09/10/91 thru 09/23/91

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
427-FNB INS	HC 09/10/91	FIRST NATIONAL BANK	\$100,000 00	\$100,000 00	CD#20677 PURCHASED @ 6 25% TO MATURE 9/19/91
428-FNB INS	HC 09/18/91	RISK FUNDING ALTERNATIVES	\$14,286 96	\$14,286 96	GROUP UPS01/CLAIMS PAID, 09/15/91 CUTOFF
429-FNB INS	HC 09/19/91	FIRST NATIONAL BANK	\$75,000 00	\$75,000 00	CD#20725 PURCHASED @ 6 0% TO MATURE 10/03/91
Total for FNB INS - INSURANCE			\$189,286.96		
Grand Total			\$617,726.34		

COUNTY JUDGE, EVERETT DEAN

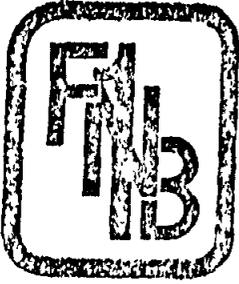
Lindsey Gaddis
COMMISSIONER PCT#1, GADDIS LINDSEY

Tommy L. Stanley
COMMISSIONER PCT#2, TOMMY L. STANLEY

David Loyd
COMMISSIONER PCT#3, DAVID LOYD

Tommy Eatherton
COMMISSIONER PCT#4, TOMMY EATHERTON

FILED
SEP 25 11 02 AM '91
CLERK



FIRST NATIONAL BANK

P. O. BOX 520 • GILMER, TEXAS 75644 • 214-843-3002

September 6, 1991

Ms. Janette Pierce
NCNB Safekeeping Dept.
Box 830307
Dallas, Texas 75283-0307

Dear Ms. Pierce:

Please pledge the following securities to secure the account of Upshur County Commissioners Court:

Fed Home Loan Mtg. Corp				
\$550,000	7.95%	5/08/96	313400NF6	564834

Yours truly,

Muriel Lenhart
Adm. Asst. to the Pres.

Approved
9.23.91



FIRST NATIONAL BANK

P. O. BOX 520 • GILMER, TEXAS 75644 • 214-843-3002

September 6, 1991

Judge Everett Dean
Upshur County Courthouse
Gilmer, Texas 75644

Dear Judge Dean:

We have been informed that the following bond that secures the county deposit accounts with us will mature Sept. 25, 1991:

Fed Home Loan Bank \$500,000 9/25/91 313388QP8 692898

Please sign the enclosed letter releasing the bonds and return same to me so that I can mail same to NCNB Dallas.

Also, I have enclosed a letter that I have written to NCNB pledging the following security to replace the one maturing:

Fed Home Loan Mtg. \$550,000 5/08/96 313400NF6 564834

If you have any questions, please advise.

Yours truly,

Muriel Lenhart
Adm. Asst. to the Pres.

encl.

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September 6, 1991
Gilmer, Texas

Ms. Janette Pierce
NCNB Safekeeping Dept.
Box 830307
Dallas, Texas 75283-0307

Dear Ms. Pierce:

This will be your authority to release the following securities
that are due First National Bank, Gilmer, Tx.:

\$500,000	Fed Home Loan Bank	9/25/91	313388QP8	692898
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Yours truly,



County Judge
Upshur County

COOPERATIVE AGREEMENT FOR TITLE IV-D PROGRAM
BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
STATE OF TEXAS
AND
UPSHUR COUNTY, TEXAS

STATE OF TEXAS)
COUNTY OF UPSHUR)

SECTION 1. PARTIES

This agreement is made and entered into by and between the Office of the Attorney General of the State of Texas, hereinafter referred to as "Attorney General", and the County of UPSHUR, Texas, hereinafter referred to as "County". The parties hereto have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to performance and accomplishment of the tasks hereinafter described.

SECTION 2. AGREEMENT PERIOD

This agreement shall commence September 1, 1991, and shall terminate August 31, 1993, unless terminated at an earlier date pursuant to the provisions of Section 10 of this agreement.

SECTION 3. AUTHORITY AND REPRESENTATIONS

Attorney General, as the state agency designated by Chapter 76 of the Texas Human Resources Code to administer a statewide plan for child support enforcement in compliance with Title IV, Part D, of the federal Social Security Act of 1935, as amended, hereinafter referred to as "Title IV-D", and the regulations promulgated thereunder, seeks to obtain the performances contemplated of County by this agreement as a means of meeting certain requirements of federal and state law pertaining to the administration of such child support enforcement program. County may be required by state law to provide services and performances in a suit affecting the parent-child relationship under Title IV-D, TEX. FAM. CODE ANN. Title 2 (Vernon 1990) including a suit to establish paternity, a suit to establish a child support obligation, a motion to enforce or modify a decree, or a notice of child support delinquency, or in a suit under TEX. FAM. CODE ANN. Ch. 21 (Vernon 1990), and may be partially reimbursed for such services as provided in House Bill 202, Regular Session, 72nd Legislature, hereinafter referred to as "H.B. 202".

SECTION 4. PERFORMANCE STANDARDS

The performances called for in this agreement shall be rendered strictly in accordance with the applicable provisions of Title IV-D and the rules and regulations of the United States Department of Health and Human Services, hereinafter referred to as "DHHS". Such provisions include, but are not limited to, Part 300 of Title 45 of the Code of Federal Regulations and other applicable federal regulations relating to the child support program. In accordance with 45 CFR 303.107, standards of performance must meet federal requirements, and are those specified by this agreement and in H.B. 202, which enumerate the performances County is to provide in return for the payment of fees by Attorney General to the extent specified by H.B. 202 and federal law. Financial arrangements include budget estimates, which have been made on a statewide basis for agreements of this type by the Attorney General; covered expenditures, which are specified by H.B. 202; and methods of determining charges and procedures for billing, which are specified by Subsection C of Section 6 and other provisions of this agreement together with the forms and instructions provided hereunder. The beginning and ending dates of this agreement, conditions for revision or renewal and termination provisions are set forth herein. Payments for services purchased by the Attorney General from County under this agreement must be in accordance with rates of payment which do not exceed the amounts reasonable and necessary to assure the quality of such services and the charges reasonably assignable to such services. The charges or amounts set forth in H.B. 202 represent less than, or no more than, the actual costs expended by the County in performing services for which the Attorney General is liable under this agreement. In no event shall County charges exceed actual costs of performances required pursuant to H.B. 202 and this agreement.

SECTION 5. COUNTY PERFORMANCE

A. GENERAL

County shall carry out certain duties provided by state law regarding the filing, service of process and the issuance of subpoenas, writs and orders in actions filed in conducting a statewide program of child support enforcement pursuant to Title IV-D. County shall provide Attorney General all the performances for which fees are listed in TEX. GOVT. CODE ANN., Section 51 (Vernon 1990).

B. ENUMERATED FUNCTIONS

County shall provide such performances as may be necessary and appropriate to fulfill its obligations pursuant to Subsection A of this Section 5 including, but not limited to, the following enumerated functions:

1. filing and processing actions in suits affecting the parent-child relationship (SAPCR) under Title 2, Texas Family Code, including a suit to establish paternity, a motion to enforce or modify a decree or a notice of child support delinquency, and a suit under Chapter 21, Texas Family Code; and
2. the issuance of service of process; and
3. the issuance of writs, orders and subpoenas as specified in H.B. 202; and
4. filing and processing transfer cases under Section 11.06(1) of the Texas Family Code; and
5. the issuance of orders and writs of income withholding as provided by Sections 14.43 and 14.45 of the Texas Family Code.

SECTION 6. ATTORNEY GENERAL OBLIGATIONS (FINANCIAL)

A. MEASURE OF LIABILITY

In consideration of full, satisfactory and timely performance hereunder, Attorney General shall be liable to County as specified by this Subsection, subject to the limitations set forth in Subsection C of this Section 6, and further subject to the reduction of liability for credits pursuant to Subsection B of this Section 6.

1. Attorney General shall be liable to County in an amount equal to the applicable reimbursement rate (which is sixty-six percent at the signing of this agreement) multiplied by the total permissible amount of charges as specified by Section 5 of H.B. 202 for services or performances provided by County, such charges representing no more than the actual costs incurred by County in performing Title IV-D services payable under H.B. 202.

2. Attorney General shall be liable to County in an amount equal to the state share of the charges by which the applicable reimbursement rate is multiplied pursuant to Paragraph 1 of this Subsection. (It is noted that this Paragraph 2 will not operate to create additional liability on the part of the Attorney General until appropriations in addition to those in effect on the beginning date of this agreement have been made.)

3. The term, "applicable reimbursement rate", shall mean that fractional proportion of allowable child support enforcement program charges for which the federal Office of Child Support Enforcement may and will make payment as federal financial participation (FFP) under federal law and regulations regarding the administration of the child support enforcement program.

4. The term, "state share", means the difference between the total permissible charges by which the applicable reimbursement rate is multiplied pursuant to Paragraph 1 of this Subsection and the liability of Attorney General pursuant to Paragraph 1 of this Subsection.

B. CREDITS

1. If the County recovers direct payments from obligors specifically for services or performances rendered in a Title IV-D child support case and for which Attorney General is liable or has made payment hereunder, then County shall credit such amounts to Attorney General on the billing to the Attorney General for the month during which such recovery

made. All such credits shall be described and documented as Attorney General may reasonably require. Except as further provided by this Paragraph, County shall either, at its option:

- a) reduce the total permissible charges by which the applicable reimbursement rate is multiplied pursuant to Paragraph 1 of Subsection A of this Section 6 by the amount of such credits; or
- b) refund to Attorney General that amount of such credits for which the Attorney General is liable pursuant to Subsection A of this Section 6 or has made payment pursuant to Subsection D of this Section 6.

In the event that the total of such credits exceeds the total permissible charges by which the applicable reimbursement rate is multiplied pursuant to Paragraph 1 of Subsection A of this Section 6, County shall refund to Attorney General that amount of such excess credits for which Attorney General has made, or is in the process of making, payment pursuant to Subsection D of this Section 6.

2. County is not required to credit sums pursuant to Paragraph 1 of this Subsection B recovered from obligors for charges or fees for which Attorney General is not liable hereunder.

C. LIMITATIONS ON LIABILITY

1. It is expressly understood and agreed by the parties hereto that any and all of Attorney General's obligations hereunder are contingent upon the existence of a State Plan for child support enforcement approved by the federal Office of Child Support Enforcement providing for the statewide program of child support enforcement and upon a valid state appropriation statute. In the event that such a State Plan should lapse or otherwise terminate, Attorney General shall notify County within ten (10) days of such fact in writing and Attorney General shall not be liable hereunder subsequent to County's receipt of such written notification, except that Attorney General shall be liable to County for any expenses incurred pursuant to this agreement for which Attorney General receives money from the federal Office of Child Support Enforcement.

2. Attorney General shall be liable pursuant to Subsection A of this Section 6 only for charges and fees becoming due after commencement of this agreement and before termination of this agreement.

3. Attorney General shall not be liable for any charges pursuant to Subsection A of this Section 6 incurred by County of a type not described by, or in excess of, the amounts specified by Section 5 of H.B. 202.

4. Attorney General shall not be required to pay any charges incurred for performances rendered unless such charges are incurred and such performances are rendered strictly in accordance with the terms of this agreement. County must certify that payments for performances do not exceed the reasonable and necessary expenditures assignable to such performances.

5. Attorney General shall not be liable for any County charges pursuant to Subsection A of this Section 6 billed by County which are submitted more than ninety (90) days following the end of the calendar month in which such charges became due.

6. The Attorney General is liable to County pursuant to Paragraph 1 of Subsection A of this Section 6 for any charge only to the extent that the FFP is received by the Attorney General, and if an amount is paid by the Attorney General and that amount is disallowed by the federal government or the FFP is not otherwise received, the District Clerk, Sheriff or Constable to whom the payment was made shall return the amount to the Attorney General not later than the 30th day after the date on which notice to do so is given by Attorney General to County.

7. Attorney General shall be liable to County hereunder only to the extent that an appropriation or appropriations have been made to Attorney General expressly, specifically and exclusively for the purpose of meeting Attorney General's obligations to counties pursuant to Section 5 of H.B. 202. (It is noted that on the beginning date of this agreement an appropriation is made by Section 9 of H.B. 202 from which Attorney General may pay liabilities arising pursuant to Paragraph 1 of Subsection A of this Section 6, but no appropriation has been made from which Attorney General may pay any amounts pursuant to Paragraph 2 of Subsection A of this Section 6.)

D. METHOD OF PAYMENT

1. Except as further provided by this Paragraph, for each calendar month during the period of performance of this agreement, County shall bill Attorney General for liabilities of Attorney General not previously billed by County and unpaid by Attorney General which have accrued pursuant to this Section. County shall bill Attorney General in the

manner and on the forms specified by Attorney General and shall provide such information and documentation as Attorney General may reasonably require. The billing otherwise required by this Paragraph shall not be required for those calendar months during which no liabilities or credits as provided by this Section 6 are applicable.

2. County shall keep records as provided by this Section 6 and Section 9 of this agreement in substantiation of such billings.

3. Attorney General agrees that billings received within fifteen (15) days after the end of the calendar month for which such billings are made shall be reviewed and either:

- a) returned to County for correction or further information within fifteen (15) days of receipt of such billings; or
- b) processed and submitted to Comptroller for payment in accordance with state procedures for issuing state payments.

4. County shall submit monthly vouchers with the accompanying processing forms attached to Attorney General. County shall furnish any other reports or information required by Attorney General or the federal government.

5. A District Clerk, Sheriff and/or Constable may submit monthly vouchers on behalf of County.

6. Notwithstanding any other provision of this agreement, it is expressly understood and agreed by the parties hereto that Attorney General may, at its sole option and in its sole discretion, offset any amounts owing to County hereunder against any amount owing but unpaid by County to Attorney General arising from this or any other obligation between Attorney General and County.

7. In the event that a state appropriation from which Attorney General may pay all amounts pursuant to Paragraph 2 of Subsection A of this Section 6 does not exist (which is the case upon the beginning date of this agreement), the state share shall be met by certified public expenditure by the County through the District Clerk, Sheriff or Constable to the extent the state share is not paid by Attorney General, and County shall certify such fact to Attorney General in such form as may be reasonably requested.

E. EXCESS PAYMENTS

County shall refund within thirty (30) days to Attorney General, any sum of money which has been paid to County which Attorney General determines has resulted in an overpayment to County. County shall be solely responsible and liable for settlement of all audit exceptions which may be taken by DHHS or by Attorney General. In the event that Attorney General makes a settlement with DHHS of audit exceptions for which County is liable or if County's expenses are not allowable under this agreement or federal regulations, County will pay to Attorney General the amounts so determined, provided that Attorney General shall give County timely notice of such exceptions. Attorney General may deduct amounts payable by County to Attorney General pursuant to this Paragraph from amounts payable by Attorney General pursuant to Subsection C of this Section 6.

SECTION 7. FUNDS SECURITY

County shall insure that every person, who, as a part of his or her employment, receives, disburses, handles, or has access to funds collected pursuant to this agreement is covered by a bond against loss resulting from employee dishonesty.

County further agrees to maintain methods of administration designed to assure that persons responsible for handling cash receipts and checks in payment for the fees for services for which Attorney General also may be charged pursuant to this agreement do not participate in accounting or operating functions which would permit them to conceal in the accounting records the misuse of those payments. Such methods of administration shall follow generally recognized accounting standards.

SECTION 8. COMPLIANCE WITH OTHER REQUIREMENTS

County and Attorney General expressly agree they shall comply with federal and state laws and will completely meet obligations imposed by rules, regulations and law in carrying out the program of child support enforcement pursuant to H.B. 202; TEX. FAM. CODE, Section 14.13 (Vernon 1990, as amended) and Title IV-D.

SECTION 9. EQUAL OPPORTUNITY

County agrees that no person shall on the ground of race, color, religion, sex, national origin, age, handicap, political affiliation or belief be excluded from participation in, be denied the benefits of, be subjected to discrimination under or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds made available under this agreement.

SECTION 10. TERMINATION, CHANGES AND AMENDMENTS

A. DISCRETIONARY TERMINATION

Either of the parties to this agreement shall have the right, in such party's sole discretion and at its sole option, to terminate this agreement by notifying the other party hereto in writing of such termination at least five (5) calendar days prior to the effective date of such termination. Such notice of termination shall state the effective date of such termination.

B. REJECTION CHANGE

Upon notification by County to Attorney General of County's rejection of a change pursuant to this Section 10, this agreement shall terminate without further action by either party, such termination to be effective as of the date County sends its written rejection.

C. CHANGES IN LAW

Any alterations, additions or deletions to the terms of this agreement which are required by changes in state or federal law are automatically incorporated into this agreement without written amendment hereto, and shall be effective on the date designated by such state or federal law or other requirement, unless this agreement has been terminated prior to such date.

D. CHANGES BY ATTORNEY GENERAL

It is understood and agreed by the parties hereto that this agreement must at all times be in compliance with state and federal law, and regulations and procedures set forth by Attorney General, and that changes, interpretations and clarifications of such state and federal law and Attorney General's regulations and procedures and other requirements made by DHHS during the agreement period will have the effect of qualifying the terms of this agreement. Based on these considerations, and in order to ensure the legal and effective performance of this agreement by both parties, it is agreed by the parties hereto that this agreement may be amended in the manner provided herein. Attorney General shall have the right to propose to County amendments hereto that relate to such compliance and performance. Attorney General shall furnish County written notice of all amendments proposed pursuant to this Subsection D. Upon such notice by Attorney General to County, an amendment proposed pursuant to this Subsection D shall be deemed accepted and effective immediately upon receipt by County, unless County notifies Attorney General in writing within five (5) calendar days of such receipt of its rejection of the proposed amendment, in which case this agreement will terminate in accordance with the provisions of Subsection B of this Section 10 of this agreement. Upon County's acceptance of the proposed amendment, such amendment becomes binding upon County and Attorney General as if written in this agreement.

E. CONVENTIONAL AMENDMENT

Except as specifically provided otherwise by this Section 10, any alterations, additions or deletions to the terms of this agreement shall be by amendment hereto in writing and executed by both parties to this agreement.

SECTION 11. NOTICE

A. GENERAL

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this Section for the party to whom the notice is given, or on the date of certified receipt following mailing if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address hereinafter specified.

B. ATTORNEY GENERAL ADDRESS

1. All monthly vouchers with IV-D Child Support Court Costs Processing Forms attached, or forms previously approved by Attorney General, shall be mailed to the Office of the Attorney General, Child Support Enforcement Division, Litigation, P.O. Box 12017, Austin, Texas 78711-2017, Att: Child Support Court Costs.

2. Notices for early termination or for any purpose not specifically provided herein shall be mailed to General Counsel of Child Support Enforcement Division, Office of the Attorney General, P.O. Box 12017, Austin, Texas 78711-2017, Att.: Court Costs Agreement.

C. COUNTY ADDRESS

The address of County for all purposes under this agreement and for all notices hereunder shall be:

THE HONORABLE EVERETT DEAN
COUNTY JUDGE
P.O. BOX 790
GILMER, TX 75644

D. ADDRESS CHANGES

Either party may change the address to which notice is mailed hereunder by providing written notice of such change to the other party. The change of address shall become effective for purposes of this Section upon receipt of such notice by such other party.

SECTION 12. VENUE

This agreement shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit brought for any breach of this agreement is fixed in any court of competent jurisdiction in Travis County, Texas, and all payments shall be due and payable in Travis County.

WITNESS OUR HANDS EFFECTIVE THE FIRST DAY OF SEPTEMBER, 1991.

THE HONORABLE DAN MORALES
ATTORNEY GENERAL OF THE
STATE OF TEXAS

by: _____
MARY F. KELLER
DEPUTY ATTORNEY GENERAL

UPSHUR COUNTY
STATE OF TEXAS

by: *Everett Dean*
THE HONORABLE EVERETT DEAN
COUNTY JUDGE

**Office of the Attorney General****DAN MORALES**
ATTORNEY GENERAL**State of Texas**
Child Support Enforcement Division
P. O. Box 12017
Austin, TX 78711-2017

August 28, 1991

*Approved
9-23-91***THE HONORABLE EVERETT DEAN**
COUNTY JUDGE
UPSHUR COUNTY
P.O. BOX 790
GILMER, TX 75644

Dear JUDGE DEAN:

House Bill No. 202, (H.B. 202) enacted during the Regular Session of the 72nd Texas Legislature, permits the Office of the Attorney General to pay certain fees charged by district clerks, sheriffs and constables in child support cases filed. This crucial piece of legislation was the result of a joint effort by the County and District Clerks Association of Texas and the Office of the Attorney General to secure funding for counties performing work in Title IV-D child support cases. The Texas Legislature responded by assuring funding for essential services provided by district clerks, sheriffs, and constables in these cases. Our office has now completed arrangements for the implementation of H.B. 202 and the much needed funding for counties.

Under the terms of H.B. 202, which adds Section 76.009 to the Human Resources Code, effective September 1, 1991, the Attorney General will pay the following:

1. \$45 filing fee for a suit affecting the parent child relationship (SAPCR), paternity action or case under Chapter 21 of the Family Code ;
2. \$15 filing fee for a Motion to Enforce, a Motion to Modify or a Notice of Delinquency;
3. \$8 fee for a citation, a notice or a capias;
4. \$4 fee for a subpoena;
5. \$5 fee for a writ or an employer's order;
6. \$35 fee for service of process (per person/per case).

Federal regulations require that a Cooperative Agreement be executed between the county and the Office of the Attorney General in order that the Attorney General be permitted under federal laws and regulation to pay these fees. Counties which have executed a Cooperative Agreement may bill the Attorney General monthly for services performed in Title IV-D child support cases on the forms provided by the Attorney General, or in cases of larger counties which have automated systems, on forms approved by the Attorney General.

AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

The Attorney General is required to pay fees set forth in the bill in an amount not to exceed that reimbursed by the federal government unless the Legislature makes an appropriation to the Attorney General for the "state share" of those costs. In the absence of a state share appropriation, counties receive only the federal funding received, which at this time is 66 percent.

Alternatively, in larger counties having at least two employees exclusively performing Title IV-D work in filing and serving process in Title IV-D cases, the Legislature authorizes the Attorney General to enter into a contractual agreement with the county. In this case, the Attorney General will pay the employees' salaries in lieu of court costs and fees. If your county is interested in this alternative, please contact Assistant Attorney General, Jo Alene Kirkel, (512) 463-2181, ext. 5740. Even if you plan to pursue this alternative arrangement, I would urge you to please execute the enclosed Cooperative Agreements so that your county may be paid court costs prior to executing a contract for reimbursement of staff costs.

Except as noted above, H.B. 202 states that a district or county clerk, sheriff, constable, or other government officer or employee may not charge the Attorney General, or a private attorney or political subdivision that has entered into a contract with the Attorney General, any fees or other amounts otherwise imposed by law for services rendered in, or in connection with, a Title IV-D case.

We are awaiting input from our federal regional office on our contract forms and other documents. While there may be some changes, we anticipate that any changes would most likely affect internal procedures at the state level rather than the arrangements between the state and your county. Federal regulations require that the method of calculating eligible expenditures must account for specific costs incurred on behalf of cases receiving services under the federal Social Security Act of 1935, as amended. Our form and voucher were formulated to clearly identify per case fees to satisfy the above federal requirements. Determination that the amounts are reasonable and necessary and are reasonably assignable to services should be fully documented in county records.

This letter is being sent to all County Judges, District Clerks, Sheriffs, and in larger counties, the Constables. Cooperative Agreements and the Certification Regarding Lobbying are being sent to the County Judges only. Throughout August and September, Office of the Attorney General staff will be attending various District Clerks' area conferences and meetings to provide assistance with the procedures involved in the implementation of H.B. 202. Please feel free to call Celeste Johnson at (512) 326-7915 if your District Clerk's office has not yet been contacted or if additional assistance is required.

It is essential that the Cooperative Agreements which are enclosed be executed without change before any payment can be made. This agreement was specifically designed to satisfy federal requirements enabling the payment of costs through federal financial participation. Additionally, federal law mandates that states, and parties with whom states

have Cooperative Agreements, must file a Certification Regarding Lobbying, by September 30, 1991, when federal funding in excess of \$100,000 is received. The Federal Register outlining this requirement and the Certification Regarding Lobbying are enclosed.

Please execute three originals of the Cooperative Agreement and the Certification Regarding Lobbying and return them to us as soon as possible. We expect that execution of the Cooperative Agreement will be required at the federal level as a condition of federal funding, so please forward these originals as soon as you sign them. To expedite return of the Cooperative Agreements and Certification Regarding Lobbying, a mailing envelope is enclosed for your convenience. Upon execution, you will be sent an original, fully executed Cooperative Agreement and a verification letter for your files indicating that the Attorney General has been authorized to pay.

If you have any questions regarding the forms or the agreement, please call Assistant Attorney General Jo Alene Kinkel, at (512) 463-2181, extension 5740. We are eager for these Cooperative Agreements to be in effect so that our constituents can enjoy improved services and your county can be compensated for the essential role it plays in the establishment and enforcement of child support obligations. It is anticipated that in the fiscal year 1992, counties will receive an estimated \$4,637,170 in federal funds. We look forward to continuing our mutual efforts to secure support for the children of Texas.

Sincerely,



Cecelia Burke
Director
Child Support Enforcement Division

Enclosures: Three Cooperative Agreements, Mailing Envelope, Certification Regarding Lobbying, Federal Register dated 2-26-90

cc: HORACE A. RAY, DISTRICT CLERK
Sheriff
Constable



CERTIFICATION REGARDING LOBBYING

DEPARTMENT OF HEALTH AND HUMAN SERVICES

FAMILY SUPPORT ADMINISTRATION

CHILD SUPPORT ENFORCEMENT PROGRAM PURSUANT TO TITLE

PROGRAM: IV D OF THE SOCIAL SECURITY ACT OF 1935 AS ADMINISTERED

BY THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS

PERIOD: October 1, 1991 - September 30, 1992

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Title

Agency / Organization

Date

Monday
February 26, 1990

REGULATIONS

Part III

New Restrictions on Lobbying; Interim Final Rule

- Department of Agriculture
- Department of Commerce
- Department of Defense
- Department of Education
- Department of Energy
- Department of Health and Human Services
- Department of Housing and Urban Development
- Department of the Interior
- Department of Justice
- Department of Labor
- Department of State
- Department of Transportation
- Department of the Treasury
- Department of Veterans Affairs

ACTION

- International Development Cooperation Agency
- Agency for International Development
- Environmental Protection Agency
- Export-Import Bank of the United States
- Federal Emergency Management Agency
- General Services Administration
- National Aeronautics and Space Administration
- National Foundation on the Arts and the Humanities
- National Endowment for the Arts
- National Endowment for the Humanities
- National Science Foundation
- Overseas Private Investment Corporation
- Peace Corps
- Small Business Administration
- Tennessee Valley Authority
- United States Information Agency

indicated that the conferees "expect that all agencies shall expeditiously promulgate regulations to implement the requirements of this section, and that all such regulations shall be uniform and shall comply with the government-wide guidance issued by the Office of Management and Budget pursuant to paragraph (b)(7). Also, major agencies, as designated by OMB, shall issue a common rule complying with the guidance issued by OMB."

On December 18, 1989, OMB issued interim final governmentwide guidance. This guidance was published on December 20, 1989 (54 FR 52306-52332). In OMB's guidance, the following 29 major agencies were identified: Departments of Agriculture, Commerce, Defense, Education, Energy, Health and Human Services, Housing and Urban Development, Interior, Justice, Labor, State, Transportation, Treasury, Veterans Affairs; ACTION, Agencies for International Development, Environmental Protection Agency, Export-Import Bank of the United States, Federal Emergency Management Agency, General Services Administration, National Aeronautics and Space Administration, National Endowment for the Arts, National Endowment for the Humanities, National Science Foundation, Overseas Private Investment Corporation, Peace Corps, Small Business Administration, Tennessee Valley Authority and United States Information Agency.

A second interim final common rule, part of the Federal Acquisition Regulation (FAR), for most contracts was published on January 30, 1990 (55 FR 3190). The FAR rule, this common rule, and OMB's interim final guidance will share a public docket. The final versions of all three will be published simultaneously.

Submission of Appendix A, Certification for Contracts, Grants, Loans, and Cooperative Agreements or Statement for Loan Guarantees and Loan Insurance, does not bind the Federal Government to award a contract, grant, loan, or cooperative agreement, or to make a commitment for a loan guarantee or loan insurance.

B. Regulatory Process Matters

This rule is not a major rule under Executive Order 12291. The Act requires certifications and disclosures to be made by all types of entities, including State agencies. For this reason, the agencies have determined that the rule will not have sufficient Federalism implications to warrant the preparation of a Federalism Assessment under Executive Order 12012.

As a statutory matter, this rule applies to all entities, regardless of size.

The agencies find that publishing a notice of proposed rulemaking on this matter would be impracticable, unnecessary, and contrary to the public interest, since it would prevent compliance with the statutory deadline (60 days from the statute's date of enactment) for issuance of OMB's governmentwide guidance and the governmentwide effective date.

Consequently, this rule is published as an interim final rule. As an interim final rule, this regulation is fully in effect and binding. No further regulatory action by the agencies is essential to the legal effectiveness of the rule. In order to benefit from comments that interested parties and the public may make however, the agencies will keep the rulemaking docket open for 60 days. Comments are invited, on all portions of the rulemaking, through April 27, 1990. Following the close of the comment period, OMB and the agencies will respond to the comments and, if appropriate, amend provisions of OMB's governmentwide guidance and this rule.

C. Paperwork Reduction Act

This rule contains information collection requirements subject to the Paperwork Reduction Act. A Paperwork Reduction Act emergency approval was requested by OMB pursuant to 44 U.S.C. 3507(g) and 5 CFR 1320.18 and was granted under OMB control number 0348-0046. OMB estimates the reporting burden for this information collection to average 30 minutes per response. The time necessary for filing the first disclosure may differ from that for the subsequent disclosures. However, in the absence of experience with such reporting, OMB does not have sufficient data to determine the universe of total covered Federal actions or the volume of activity that will be affected by this rule. Therefore, an estimate of the total burden of this information collection requirement is not provided at this time. Public comment is requested to assist in accurately estimating the burden of this information collection, including: (1) Estimates of the amount of time required to comply with this reporting requirement, (2) estimates of the number of expected disclosure reports, and (3) the basis for these estimates.

Text of the Common Rule

The text of the common rule, as adopted by the agencies in this document, appears below.

PART _____ NEW RESTRICTIONS ON LOBBYING

Subpart A—General

- Sec.
- _____100 Conditions on use of funds.
- _____105 Definitions.
- _____110 Certification and disclosure.

Subpart B—Activities by Own Employees

- _____200 Agency and legislative liaison.
- _____205 Professional and technical services.
- _____210 Reporting

Subpart C—Activities by Other than Own Employees

- _____300 Professional and technical services.

Subpart D—Penalties and Enforcement

- _____400 Penalties.
- _____405 Penalty procedures.
- _____410 Enforcement.

Subpart E—Exemptions

- _____500 Secretary of Defense.

Subpart F—Agency Reports

- _____600 Semi-annual compilation.
- _____605 Inspector General report.

Appendix A to Part _____—Certification Regarding Lobbying

Appendix B to Part _____—Disclosure Form to Report Lobbying

Authority: Section 319 Public Law 101-121 (31 U.S.C. 1352) (citation to Agency rulemaking authority).

Cross reference: See also Office of Management and Budget notice published at 54 FR 52306, December 20, 1989

Subpart A—General

- § _____100 Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, set forth in Appendix A, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form, set forth in Appendix B, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, set forth in Appendix A, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form, set forth in Appendix B, if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

§ 105 Definitions.

For purposes of this part:

(a) Agency, as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

(b) Covered Federal action means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan. Loan guarantees and loan insurance are addressed independently within this part.

(c) Federal contract means an acquisition contract awarded by an agency, including those subject to the Federal Acquisition Regulation (FAR),

and any other acquisition contract for real or personal property or services not subject to the FAR.

(d) Federal cooperative agreement means a cooperative agreement entered into by an agency.

(e) Federal grant means an award of financial assistance in the form of money, or property in lieu of money, by the Federal Government or a direct appropriation made by law to any person. The term does not include technical assistance which provides services instead of money, or other assistance in the form of revenue sharing, loans, loan guarantees, loan insurance, interest subsidies, insurance, or direct United States cash assistance to an individual.

(f) Federal loan means a loan made by an agency. The term does not include loan guarantee or loan insurance.

(g) Indian tribe and tribal organization have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

(h) Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

(i) Loan guarantee and loan insurance means an agency's guarantee or insurance of a loan made by a person.

(j) Local government means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

(k) Officer or employee of an agency includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and,
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

(l) Person means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

(m) Reasonable compensation means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

(n) Reasonable payment means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

(o) Recipient includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

(p) Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement or a commitment providing for the United States to insure or guarantee a loan, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, cooperative agreement, loan insurance commitment, or loan guarantee commitment. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

(q) State means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of State, and a multi-State, regional, or

interstate entity having governmental duties and powers.

§ 101.110 Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

(1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, unless such person previously filed a certification, and a disclosure form if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action, or

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding \$100,000 at any tier under a Federal contract;

(2) A subcontract, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,

(4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement.

shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either Subpart B or C.

Subpart B—Activities by Own Employees

§ 101.200 Agency and legislative liaison.

(a) The prohibition on the use of appropriated funds, in § 101.100 (a), does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(b) For purposes of paragraph (a) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.

(c) For purposes of paragraph (a) of this section, the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) For purposes of paragraph (a) of this section, the following agencies and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by this section are allowable under this section.

§ 101.205 Professional and technical services.

(a) The prohibition on the use of appropriated funds, in § 101.100 (a), does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement or an extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract, grant, loan, or cooperative agreement or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan, or cooperative agreement.

(b) For purposes of paragraph (a) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of

a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by this section are allowable under this section.

§ 210 Reporting.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

Subpart C—Activities by Other Than Own Employees

§ 300 Professional and technical services.

(a) The prohibition on the use of appropriated funds, in § 100 (a), does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract, grant, loan, or cooperative agreement or for meeting requirements

imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan, or cooperative agreement.

(b) The reporting requirements in § 110 (a) and (b) regarding filing a disclosure form by each person, if required, shall not apply with respect to professional or technical services rendered directly in the preparation, submission, or negotiation of any commitment providing for the United States to insure or guarantee a loan.

(c) For purposes of paragraph (a) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting or a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(d) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(e) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(f) Only those services expressly authorized by this section are allowable under this section.

Subpart D—Penalties and Enforcement

§ 400 Penalties.

(a) Any person who makes an expenditure prohibited herein shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

(b) Any person who fails to file or amend the disclosure form (see Appendix B) to be filed or amended if required herein, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(c) A filing or amended filing on or after the date on which an administrative action for the imposition of a civil penalty is commenced does not prevent the imposition of such civil penalty for a failure occurring before that date. An administrative action is commenced with respect to a failure when an investigating official determines in writing to commence an investigation of an allegation of such failure.

(d) In determining whether to impose a civil penalty, and the amount of any such penalty, by reason of a violation by any person, the agency shall consider the nature, circumstances, extent, and gravity of the violation, the effect on the ability of such person to continue in business, any prior violations by such person, the degree of culpability of such person, the ability of the person to pay the penalty, and such other matters as may be appropriate.

(e) First offenders under paragraphs (a) or (b) of this section shall be subject to a civil penalty of \$10,000, absent aggravating circumstances. Second and subsequent offenses by persons shall be subject to an appropriate civil penalty between \$10,000 and \$100,000, as determined by the agency head or his or her designee.

(f) An imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

§ 405 Penalty procedures.

Agencies shall impose and collect civil penalties pursuant to the provisions of the Program Fraud and Civil Remedies Act, 31 U.S.C. sections 3803 (except subsection (c)), 3804, 3805, 3806, 3807, 3808, and 3812, insofar as these

provisions are not inconsistent with the requirements herein.

§ 101.410 Enforcement.

The head of each agency shall take such actions as are necessary to ensure that the provisions herein are vigorously implemented and enforced in that agency.

Subpart E—Exemptions

§ 101.500 Secretary of Defense.

(a) The Secretary of Defense may exempt, on a case-by-case basis, a covered Federal action from the prohibition whenever the Secretary determines, in writing, that such an exemption is in the national interest. The Secretary shall transmit a copy of each such written exemption to Congress immediately after making such a determination.

(b) The Department of Defense may issue supplemental regulations to implement paragraph (a) of this section.

Subpart F—Agency Reports

§ 101.600 Semi-annual completion.

(a) The head of each agency shall collect and compile the disclosure reports (see Appendix B) and, on May 31 and November 30 of each year, submit to the Secretary of the Senate and the Clerk of the House of Representatives a report containing a compilation of the information contained in the disclosure reports received during the six-month period ending on March 31 or September 30, respectively, of that year.

(b) The report, including the compilation, shall be available for public inspection 30 days after receipt of the report by the Secretary and the Clerk.

(c) Information that involves intelligence-matters shall be reported only to the Select Committee on Intelligence of the Senate, the Permanent Select Committee on Intelligence of the House of Representatives, and the Committees on Appropriations of the Senate and the House of Representatives in accordance with procedures agreed to by such committees. Such information shall not be available for public inspection.

(d) Information that is classified under Executive Order 12356 or any successor order shall be reported only to the Committee on Foreign Relations of the Senate and the Committee on Foreign Affairs of the House of Representatives or the Committees on Armed Services of the Senate and the House of Representatives (whichever such committees have jurisdiction of matters involving such information) and to the Committees on Appropriations of the

Senate and the House of Representatives in accordance with procedures agreed to by such committees. Such information shall not be available for public inspection.

(e) The first semi-annual compilation shall be submitted on May 31, 1990, and shall contain a compilation of the disclosure reports received from December 23, 1989 to March 31, 1990.

(f) Major agencies, designated by the Office of Management and Budget (OMB), are required to provide machine-readable compilations to the Secretary of the Senate and the Clerk of the House of Representatives no later than with the compilations due on May 31, 1991. OMB shall provide detailed specifications in a memorandum to these agencies.

(g) Non-major agencies are requested to provide machine-readable compilations to the Secretary of the Senate and the Clerk of the House of Representatives.

(h) Agencies shall keep the originals of all disclosure reports in the official files of the agency.

§ 101.605 Inspector General report.

(a) The Inspector General, or other official as specified in paragraph (b) of this section, of each agency shall prepare and submit to Congress each year, commencing with submission of the President's Budget in 1991, an evaluation of the compliance of that agency with, and the effectiveness of, the requirements herein. The evaluation may include any recommended changes that may be necessary to strengthen or improve the requirements.

(b) In the case of an agency that does not have an Inspector General, the agency official comparable to an Inspector General shall prepare and submit the annual report, or, if there is no such comparable official, the head of the agency shall prepare and submit the annual report.

(c) The annual report shall be submitted at the same time the agency submits its annual budget justifications to Congress.

(d) The annual report shall include the following: All alleged violations relating to the agency's covered Federal actions during the year covered by the report, the actions taken by the head of the agency in the year covered by the report with respect to those alleged violations and alleged violations in previous years, and the amounts of civil penalties imposed by the agency in the year covered by the report.

Appendix A to Part 101—
Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil

penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Appendix B to Part _____—Disclosure Form to Report Lobbying

VOL 37 PG 991

BILLING CODES 3410-01-M; 6450-01-M; 6690-01-M;
8025-01-M; 7510-01-M; 3510-FE-M; 8120-01-M; 4710-
24-M; 6110-01-M; 6051-01-M; 8230-01-M; 3210-01-M;
4210-32-M; 4410-10-M; 4510-23-M; 4610-25-M; 3901-01-
M; 4000-01-M; 3820-01-M; 8590-10-M; 6820-01-M; 4310-
RP-M; 6710-01-M; 4150-04-M; 7555-01-M; 7637-01-M;
7534-01-M; 6060-20-M; 4610-02-M

TO: UPSHUR COUNTY COMMISSIONERS COURT

SUBJECT: ANY CONTRACT BETWEEN UPSHUR COUNTY ROAD AND BRIDGE DEPARTMENTS AND ANY POLITICAL SUBDIVISION DESIRING TO CONTRACT WITH UPSHUR COUNTY TO MUTUALLY ACCOMPLISH A PROJECT TO IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF THE LOCAL POLITICAL ENTITIES INVOLVED.

AUTHORITY: ARTICLE 3 SECTION 64b OF THE TEXAS CONSTITUTION ARTICLE 4413-32c TCS OR THE INTERLOCAL COOPERATIVE ACT

PROJECT OR OBJECTIVES TO BE ACCOMPLISHED:

To exchange labor, material and equipment use
(SPECIFIC JOB, JOBS OR ACTS)
to mutually benefit both parties in the improve-
ment of city streets and adjacent county roads.

PROPOSED TIME:

As soon as labor and equipment, time and material
(START) are available
At earliest possible date.
(FINISH)

POLITICAL SUBDIVISION DOES PROPOSE:

To furnish refinery grade asphalt base road oil
and sand material for oil sand mix in an amount
sufficient to cover several city streets and the
adjacent county roads.

UPSHUR COUNTY DOES PROPOSE:

To furnish county equipment and labor on adjacent
county roads and city streets.

This agreement made between the County of Upshur, Texas by and through the Commissioners Court of Upshur County, hereinafter called Upshur County and the City of Ore City by and through its City Council hereinafter called City of Ore City, subject to approval of both governmental bodies within the provisions of the Open Meeting Act.

It is understood by contracting parties that each party will pay for these services or charges with funds currently available to each party.

It is understood by both contracting parties that any civil liability or any other liability relating to the furnishing of these services is the responsibility of the party receiving the services.

It is understood that Upshur County Road and Bridge Departments can only accomplish the execution of this contract as the availability of county labor and equipment warrants. The County Commissioner acting a Road Commissioner or the designated foreman of the precinct Road and Bridge Department will have the sole responsibility as to what time is designated or allocated for execution of this contract.

It is further understood by all contracting parties this contract or agreement can only be final after examination by the attorney or legal advisor of both parties and the signature of the County or District Attorney is hereby affixed.

It is further agreed and understood between the parties herein that this Interlocal Governmental Agreement shall be for a period of one year from the date of execution.

Witness our hands in triplicate, either of which may be used as an original, this the _____ day of _____, 19____.

County Judge

Gaddis Lindsey

Commissioner Precinct 1

Tommy S. Stanley

Commissioner Precinct 2

Donald Ford

Commissioner Precinct 3

Fory Estel

Commissioner Precinct 4

PARTICIPATING ENTITY

City fore city

Robert Cook

Joe Standifer

P. J. Sunnelt

Alvin Maxwell

J. P. Somers



MARK HAAG
GERALD A. WOOLF J.D.
MARTIN J. ROSENTHAL

**FEDERAL WAGE AND LABOR
LAW INSTITUTE**

VOL 37 PG 995

6671 Southwest Freeway #801
Houston, Texas 77074
(713) 988-7711
(800) 767-9243
FAX (713) 995-4205

ATTENTION:

ALL LAW ENFORCEMENT AGENCIES IN TEXAS
CITY, COUNTY AND STATE EMPLOYERS,
TEXAS INDEPENDENT SCHOOL DISTRICTS,
ALL STATE OF TEXAS AGENCIES,
COUNTY JUDGES AND COUNTY AUDITORS
OTHER INTERESTED GOVERNMENTAL OFFICIALS OR EMPLOYERS

**RE: SEMINAR FOR GOVERNMENTAL EMPLOYERS ON
COMPLIANCE WITH FEDERAL LABOR LAWS**

WHEN: Friday, September 27, 1991
TIME: 9:00 A.M. to 4:00 P.M.
WHERE: Doubletree Hotel
I.H. 35 North
Austin, Texas

*Approved
9-23-91*

Please direct a copy of this notice to the Human Resource Manager or Personnel Director or individual responsible for preparing your payroll. Thank you.

Dear Ladies and Gentlemen:

Recently a major metropolitan county was ordered by the U.S. Department of Labor, Wage and Hour Division, to pay \$650,000.00 in back wages to present and former deputy sheriffs and other county employees. This payment of back wages was a direct result of complaints filed by a number of sheriff's deputies which led to an investigation by the Department of Labor into the county's payroll and employment practices (overtime and compensatory time).

What is newsworthy here is not the amount of the back wages paid by the county, or that a Federal Agency investigated a County government, but rather that similar investigations by the Department of Labor or other Federal Labor Law investigating agencies are now occurring on a regular basis. The hard fact is that in the State of Texas many city, county and state governments and Texas Independent School Districts are violating the Federal Labor Laws, specifically the Fair Labor Standards Act and the Immigration Reform and Control Act, just as frequently and with the same costly consequences as businesses in the private sector.

The applicability of the Federal Labor Laws are significantly different for city, county and state employers than for companies in the private enterprise. Governmental employers have exemptions, restrictions and allowances that are not available to private sector employers and certain classifications of governmental employees don't even exist in private industry.

"Educate, Advise & Protect"



FEDERAL WAGE AND LABOR LAW INSTITUTE

MARK HAAG
GERALD A. WOOLF J.D.
MARTIN J. ROSENTHAL

6671 Southwest Freeway #801
Houston, Texas 77074
(713) 988-7711
(800) 767-9243
FAX (713) 995-4205

Don't let a disgruntled employee file a complaint against your City, County or State Agency or Independent School District, which could cause them to pay thousands of dollars in back wages, civil money penalties or liquidated damages.

The Federal Wage and Labor Law Institute seeks to *Educate, Advise and Protect* governmental employers through seminars in major cities in Texas regarding compliance with Federal Labor Laws. At these six hour seminars former U.S. Department of Labor Investigators discuss and provide an in depth analysis of the critical areas of the Federal Labor Laws and their applicability to governmental employers.

The Federal Wage and Labor Law Institute is privileged to present Mr. Martin J. Rosenthal as their speaker for its upcoming seminar to be held in Austin, Texas on Friday, September 27, 1991. Mr. Rosenthal is a former U.S. Department of Labor Investigator with more than twelve years of experience with the Wage and Hour Division. He has investigated thousands of employers throughout the United States both in the public and private sector and he is responsible for collecting millions of dollars in back wages and penalties from employers who were in violation of the Federal Wage and Hour Laws. After twelve years of investigations Mr. Rosenthal is an expert in all areas of Labor Laws. He has the inside information to keep your City, County or State Agency or Independent School District in compliance with The Law.

This seminar will be dedicated to the unique problems that arise with governmental employers and is offered exclusively to cities, counties and State of Texas governmental agencies and Independent School Districts. The registration fee for this seminar is \$219.00 per person. This fee includes a hardback, three ring notebook with over 400 pages of valuable information on Federal Labor Laws, all course instruction, lunch and refreshments. Lunch is served in an adjoining room to encourage the exchange of information with seminar participants. Self parking at the Hotel is complimentary.

To register for the Seminar or for additional information call (713) 988-7711 or Toll Free (800) 767-9243 or Fax the enclosed registration form to (713) 995-4205 or mail the enclosed registration form to: The Federal Wage and Labor Law Institute, 6671 Southwest Freeway, Suite 801, Houston, Texas 77074.

We encourage all concerned individuals to attend this Seminar and discover how to keep your agency in compliance with these Federal Laws.

We look forward to seeing you on Friday, September 27, 1991.

"Educate, Advise & Protect"

AMENDMENT

VOL 37 PG 997

TO THE

CHILD WELFARE CONTRACT

Between

TEXAS DEPARTMENT OF HUMAN SERVICES

and

UPSHUR COUNTY

The Texas Department of Human Services (hereinafter call the Department) and Upshur County, Texas (hereinafter called the County) entered into a child welfare contract effective on September 09, 1974, under which a child welfare program is jointly administered by the County and the Department, primarily through the Child Welfare Board established by the County. The Department and the County mutually agree to amend such contract as set below.

The Department agrees to make one payment to the County of the amount of the Board's average monthly billing during FY'91. The County agrees to use such funds only for carrying out the terms of the contract. The County further agrees to liquidate the entire amount of such payment by giving a county check to the Department by August 31, 1992. The Department's payment to the County will be made as soon as possible after execution of this agreement.

Upshur County

Texas Department of Human Services

BY: _____
County Judge

BY: _____

Gaddis Lindsey

Commissioner, Precinct 1

Tommy L. Stanley

Commissioner, Precinct 2

David Lopez

Commissioner, Precinct 3

Tommy E. Baker

Commissioner, Precinct 4

UPPER SABINE VALLEY
SOLID WASTE MANAGEMENT DISTRICT

Temporary Board of Directors

August 16, 1991

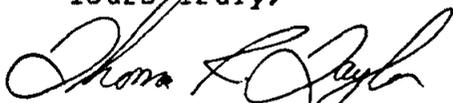
Mr. Rex Shaw
Upshur County Clerk
P.O. Box 730
Gilmer, TX 75644

Dear Mr. Shaw:

At its meeting August 15, 1991, the Upper Sabine Valley Solid Waste Management District Board of Interim Directors decided to ask the Counties involved (Rains, Smith, Upshur and Wood) to conduct the election to determine the establishment of a solid waste district on November 5, 1991. Assuming that these counties' Commissioner's Court agree to do so, we are requesting the County Clerk of each county to handle the requirements for holding this election including getting preclearance from the United States Department of Justice if required. I would encourage you to discuss this matter with your County Judge as soon as possible since we have been dealing with this matter primarily through that office. Please contact me if I can provide information or be of assistance.

Thank you for your attention to this matter.

Yours Truly,



Thomas R. Taylor
Chairman

*Approved
9-23-91*

TRT:nh

Mr. T. Taylor, Chmn; Dr. R. McDaniel, Vice Chmn.; Mr. J. H. Liberacki, Sec/Treas.
Mr. B. D. Chism, Dir.; Mr. N. A. Harris, Dir.; Mr. C. Lee, Dir.; Mayor B. McClenny, Dir; Mr. W. Smith, Dir.

UPPER SABINE VALLEY
SOLID WASTE MANAGEMENT DISTRICT

VOL 37 PG 999

Temporary Board of Directors

ELECTION RESOLUTION

At a special meeting of the Temporary Directors of the Upper Sabine Valley Waste Management District at which a quorum was present, the following resolution was adopted:

WHEREAS, We as Temporary Directors, pursuant to House Bill No. 2884, also known as The Upper Sabine Valley Solid Waste Management District Act, shall call and hold separate elections within Rains County, that portion of Smith County that is north of Interstate Highway 20, Upshur County, and Wood County to determine if the proposed solid waste management district will be created and a tax authorized; and

WHEREAS, The ballot for the elections shall be printed to permit voting for or against the following proposition: "The creation of the Upper Sabine Valley Solid Waste Management District and the levy of a maintenance and operating tax in an amount not to exceed three cents on each \$100 valuation."; and

WHEREAS, Such elections are required pursuant to section 2.04 of Article II of House Bill 2884; and

WHEREAS, Said above mentioned counties will already be separately holding elections on November 5, 1991, for purposes of considering proposed State Constitutional amendments; and

WHEREAS, The Temporary Directors desire to comply with the legislative requirements to House Bill 2884;

NOW, THEREFORE, BE IT RESOLVED, That the Temporary Directors of the Upper Sabine Valley Solid Waste Management District hereby call the required elections to be held in said counties on November 5, 1991;

NOW, BE IT FURTHER RESOLVED, That the Temporary Directors designate Thomas R. Taylor to enter into and to execute Joint Election Contracts with the above named counties for the holding of joint elections on November 5, 1991;

NOW, THEREFORE, BE IT FURTHER RESOLVED, That the ballot for the elections shall be printed to permit voting on the following proposition -

"The creation of the Upper Sabine Valley Solid Waste Management

District and the levy of a maintenance and operation tax in an amount not to exceed three cents on each \$100 valuation."

("La creación del Distrito de Manejo de Desperidicio Sólido de Upper Sabine Valley y la recaudación de un impuesto de mantenimiento y operación en una suma de no más tres cantavos por cada cien dólares (\$100) de valuacion.")

FOR (A FAVOR DE)
AGAINST (EN CONTRA DE)

Adopted this 15th day of August, 1991.

Thomas R. Taylor
THOMAS R. TAYLOR
TEMPORARY DIRECTOR
WOOD COUNTY

Jim H. Liberacki
JIM H. LIBERACKI
TEMPORARY DIRECTOR
UPSHUR COUNTY

Neil A. Harris
NEIL A. HARRIS
TEMPORARY DIRECTOR
RAINS COUNTY

W. B. McClenny
WYBOR B. McCLENNY
TEMPORARY DIRECTOR
SMITH COUNTY

Randy McDaniel
DR. RANDY MCDANIEL
TEMPORARY DIRECTOR
UPSHUR COUNTY

B.D. Chism
B.D. CHISM
TEMPORARY DIRECTOR
RAINS COUNTY

Clarence Lee
CLARENCE LEE
TEMPORARY DIRECTOR
SMITH COUNTY

Wallis M. Smith
WALLIS SMITH
TEMPORARY DIRECTOR
WOOD COUNTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Laseca, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 2, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 2, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths)

Aster Rd.

2.
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 2 Upshur County.

4.
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.
First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

X [Signature]
First Party Signature

P.O. Box 129
Street or Box

Milmer, Texas 75644
City, State and Zip Code

843-2457
Telephone

Joe Johnson
Timber Tract

9-20-91
Date Signed

County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Exxon Company U.S.A., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 1, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) Fir Road 3/4 mile

FROM EXXON 61611-1-2 GOING EAST ON FIR RD. 3/4 MILE

2.
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing drilling fluid from its lands located in Precinct No. 1, Upshur County.

4.
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.
First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Eric K. Farrow
First Party Signature

P.O. Box 16
Street or Box

New London, Tx. 75682
City, State and Zip Code

903 895-4584
Telephone

Timber Tract

9-16-91
Date Signed

Permit issued for a period not to exceed 90 days.

County Judge

Gaddis Lunday
Commissioner 1

Tommy P. Starks
Commissioner 2

David Boyd
Commissioner 3

Henry J. [Signature]
Commissioner 4

Date Signed

Copies made 1 - Exxon Co.
1 - Comm Lunday

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Gene Johnston, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 1, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____

Bluebird Road

2.
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 1, Upshur County.

4.
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.
First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Gene Johnston
First Party Signature

P.O. Box 870
Street or Box

Chandler, TX 75758
City, State and Zip Code

903-852-6901
Telephone

McQueen (Leased)
Timber Tract

Sept. 9, 1991
Date Signed

County Judge
Haddis Lindsey
Commissioner 1

James P. Stal
Commissioner 2

Walter Boyd
Commissioner 3

James E. Ertle
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Jucker Brothers, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 1, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) Owl - South

2.
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 1, Upshur County.

4.
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.
First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Billy Tucker
First Party Signature

P.O. Box 1105
Street or Box

Omaha Texas 75571
City, State and Zip Code

903-884-3104
Telephone

Lorice Phillips
Timber Tract

9-16-91
Date Signed

County Judge

Charles L. ...
Commissioner 1

...
Commissioner 2

David Rozel
Commissioner 3

...
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Earnest Redfearn, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 2, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 2, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____
Snapdragon Road (off 259)

2.
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 3, Upshur County.

4.
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.
First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Earnest Redfearn
First Party Signature

Rt. 4 Box 380
Street or Box

Texarkana, AR 75502
City, State and Zip Code

501-653-6088
Telephone

IP
Timber Tract

9-12-91
Date Signed

County Judge

Gaddis Lindsey
Commissioner 1

Sam J. Staley
Commissioner 2

David Ross
Commissioner 3

Tony Cattel
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR §

The undersigned Bradley Contractors hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 4, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 4, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.

First Party agrees to use only that section of (describe exact route, direction and miles in tenths) Raccoon Road

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.

First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 4, Upshur County.

4.

First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.

First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

John Bradley
First Party Signature
Rt. 1 Box 370
Street or Box
Arvin, Tex 75630
City, State and Zip/Code
903-755-2718
Telephone

County Judge
Wadda Fudge
Commissioner 1
Tommy J. Stanley
Commissioner 2
David Boyd
Commissioner 3
Tommy Catlett
Commissioner 4

Timber Tract
9-10-91
Date Signed

Date Signed

Permit issued for a period not to exceed 90 days.

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3
DATE September 13, 1991

Formal notice is hereby given that Ronnie Mitchell
whose principal address is Rt. 8 Box 442, Gilmer, Texas 75644
does propose to place a culvert installation
within the ROW of County Road Cottonwood Road
as follows:

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 _____ day of _____, 19____.

NAME Ronnie Mitchell

TITLE _____

ADDRESS _____

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

PRECINCT ONE
Date 9-18-91

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

Formal notice is hereby given that EAST TEXAS SALT WATER DISPOSAL COMPANY
whose principal address is P. O. BOX 2459, KILGORE, TEXAS 75663

does propose to place a 10" Pipeline
within the ROW of County Road Seagull

as follows: A 10" PVC pipeline transporting salt water at 70 psi is to be installed by the boring method under the pavement of Seagull Road at a location 0.5 miles north of its intersection with N. White Oak Road. The line will be encased with 60' of 16" steel conduit.

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

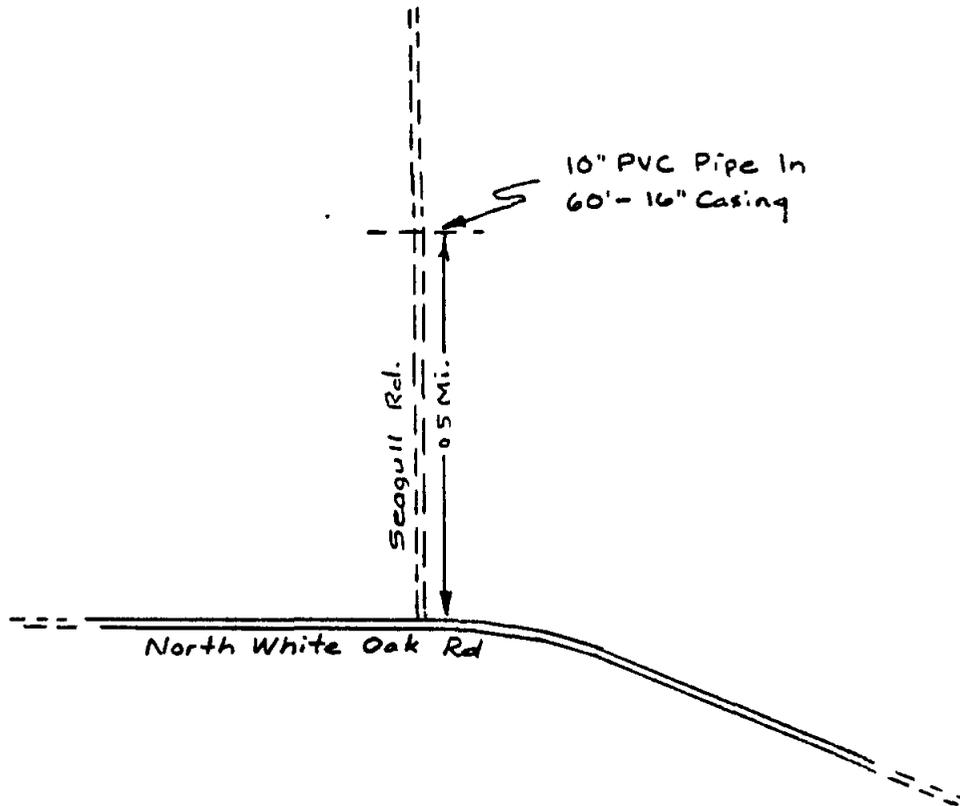
All work will be as directed by the County Commissioner or his designate in full accordance with Upshur County Road & Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after
25th day of September, 1991.

FIRM: EAST TEXAS SALT WATER DISPOSAL COMPANY

TITLE: 
J. R. ADAMS, CHIEF ENGINEER

ADDRESS: P. O. BOX 2459, KILGORE, TEXAS 75663



EAST TEXAS SALT WATER DISPOSAL COMPANY
P. O. Box 2459 Kilgore, Texas 75663

PROSED PIPE LINE CROSSING OF
SEAGULL RD IN UPSHUR CO, TEX

Scale : 1" = 1000'

Date : 9-19-91
Drawn By: M.E.S.

VOL 37 PG 1010

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

PRECINCT ONE
Date 9-18-91

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

Formal notice is hereby given that EAST TEXAS SALT WATER DISPOSAL COMPANY
whose principal address is P. O. BOX 2459, KILGORE, TEXAS 75663

does propose to place a 10" Pipeline
within the ROW of County Road Turkey

as follows: a 10" PVC pipeline transporting salt water at 70 psi is to be
installed by the boring method under the pavement of Turkey Road at a location
0.5 miles South of its intersection with FM 1844. The line will be encased
with 60' of 16" steel conduit.

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
25th day of September, 19 91.

FIRM: EAST TEXAS SALT WATER DISPOSAL COMPANY

TITLE: J. R. Adams
J. R. ADAMS, CHIEF ENGINEER

ADDRESS: P. O. BOX 2459, KILGORE, TEXAS 75663

BUDGET AMENDMENT

DATE: 9-23-91

HONORABLE COMMISSIONERS COURT OF UPSHUR COUNTY:

I SUBMIT TO YOU FOR YOUR CONSIDERATION THE FOLLOWING LINE-ITEM TRANSFERS:

FUND	DEPT.	ACCT.	AMOUNT
FROM: 10	560	4470	1000
		4480	2000
		3220	18,000
		4495	3,000
		4625	500
TO: 10	560	5450	206
		5350	4,000
		1200	21,000
		1100	706

REASON:

DEPARTMENT HEAD

APPROVED COMMISSIONERS COURT

 EVERETT DEAN, COUNTY JUDGE
Tommy D. Stader

 COMMISSIONER PCT. #2
Arvin Ebbets

 COMMISSIONER PCT. #4

Gaddis Lindsey

 COMMISSIONER PCT. #1
David Boyd

 COMMISSIONER PCT. #3

ATTEST COUNTY CLERK

Rey Shaw

 REX SHAW, COUNTY CLERK

DATE: 9-23-91

HONORABLE COMMISSIONERS COURT OF UPSHUR COUNTY:

I SUBMIT TO YOU FOR YOUR CONSIDERATION THE FOLLOWING LINE-ITEM TRANSFERS:

	FUND	DEPT.	ACCT.	AMOUNT
FROM:	15	611	5600	1700
TO:				
	15	611	3440	1000
			3220	500
			3230	200

REASON:

DEPARTMENT HEAD

APPROVED COMMISSIONERS COURT

EVERETT DEAN, COUNTY JUDGE

Tommy D. Staley

COMMISSIONER PCT. #2

Quincy Carter

COMMISSIONER PCT. #4

Walter L. Lundy

COMMISSIONER PCT. #1

Walter R. Ryz

COMMISSIONER PCT. #3

ATTEST COUNTY CLERK

Rex Shaw

REX SHAW, COUNTY CLERK

B U D G E T A M E N D M E N T

DATE: 9-23-91

HONORABLE COMMISSIONERS COURT OF UPSHUR COUNTY:

I SUBMIT TO YOU FOR YOUR CONSIDERATION THE FOLLOWING LINE-ITEM TRANSFERS:

	FUND	DEPT.	ACCT.	AMOUNT
FROM:	16	612	5350	298
			4470	150
			4430	50
TO:	16	612	3440	498

REASON:

DEPARTMENT HEAD

APPROVED COMMISSIONERS COURT

EVERETT DEAN, COUNTY JUDGE

James P. Stanley

COMMISSIONER PCT. #2

Louie Esteban

COMMISSIONER PCT. #4

Gadden Lundy

COMMISSIONER PCT. #1

David Boyd

COMMISSIONER PCT. #3

ATTEST COUNTY CLERK

Rex Shaw

REX SHAW, COUNTY CLERK

VOL 1015 PG 27

Inv Id	Vendor Name	Status	Ven	In-/Cr	Date Due	Disc Date	Appl Date	Gross Amount	Expense Acct	Exp Amount	Check Acct
55230	HERBERT L YOUNG	HOLD	16747		09/23/91		09/20/91	\$75 75	17-613-3210	\$ 75 75	APCA
55231	HERBERT L YOUNG	HOLD	16778		09/23/91		09/20/91	\$69 75	17-613-3210	\$ 69 75	APCA
55232	HERBERT L YOUNG	HOLD	16813		09/23/91		09/23/91	\$20 75	17-613-3210	\$ 20 75	APCA
55233	HERBERT L YOUNG	HOLD	16824		09/23/91		09/20/91	\$134 62	17-613-3200	\$ 134 62	APCA
55234	HERBERT L YOUNG	HOLD	16829		09/23/91		09/20/91	\$60 00	17-613-3210	\$ 60 00	APCA
55235	HERBERT L YOUNG	HOLD	16844		09/23/91		09/20/91	\$1,762 50	17-613-3200	\$ 1,762 50	APCA
55236	HERBERT L YOUNG	HOLD	16872		09/23/91		09/20/91	\$74 25	17-613-3210	\$ 74 25	APCA
55237	HERBERT L YOUNG	HOLD	16877		09/23/91		09/20/91	\$198 48	17-613-3200 17-613-3210	\$ 121 98 \$ 76 50	APCA
55238	HERBERT L YOUNG	HOLD	16905		09/23/91		09/20/91	\$69 75	17-613-3210	\$ 69 75	APCA
55239	HERBERT L YOUNG	HOLD	16912		09/23/91		09/20/91	\$82 40	17-613-3210	\$ 82 40	APCA
55240	HERBERT L YOUNG	HOLD	16915		09/23/91		09/20/91	\$77 60	17-613-3210	\$ 77 60	APCA
55241	HERBERT L YOUNG	HOLD	16955		09/23/91		09/20/91	\$72 00	17-613-3210	\$ 72 00	APCA
55242	HERBERT L YOUNG	HOLD	16971		09/23/91		09/20/91	\$76 80	17-613-3210	\$ 76 80	APCA
55243	HERBERT L YOUNG	HOLD	16974		09/23/91		09/20/91	\$114 49	17-613-3200	\$ 114 49	APCA
55244	HERBERT L YOUNG	HOLD	16989		09/23/91		09/20/91	\$84 00	17-613-3210	\$ 84 00	APCA
55245	HERBERT L YOUNG	HOLD	16993		09/23/91		09/20/91	\$76 00	17-613-3210	\$ 76 00	APCA
55246	HERBERT L YOUNG	HOLD	17051		09/23/91		09/20/91	\$96 30	17-613-3200	\$ 96 30	APCA
55247	HERBERT L YOUNG	HOLD	17122		09/23/91		09/20/91	\$129 15	17-613-3200	\$ 129 15	APCA
55248	ARATEX INC UNIFORM & TO HOLD WEL		552-137125 7		09/23/91		09/20/91	\$54 30	17-613-3110	\$ 54 30	APCA
55249	ARATEX INC UNIFORM & TO HOLD WEL		552-137701 1		09/23/91		09/20/91	\$35 00	17-613-3110	\$ 35 00	APCA
55250	ARATEX INC UNIFORM & TO HOLD WEL		552-138270 5		09/23/91		09/20/91	\$35 00	17-613-3110	\$ 35 00	APCA
55251	ARATEX INC UNIFORM & TO HOLD WEL		552-138845 7		09/23/91		09/20/91	\$35 00	17-613-3110	\$ 35 00	APCA
55252	SOOOL	HOLD	29860		09/23/91		09/20/91	\$17 50	17-613-4480	\$ 17 50	APCA

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THE SOFTWARE GROUP, INC.

Inv Id	Vendor Name	Status	Ven	Inv/Gr	Date Due	Disc Date	Appl Date	Gross Amount	Expense Acct	Exp Amount	Check Acct
55253	GEORGE P BANE, INC	HOLD	9127		09/23/91		09/20/91	\$552 17	17-613-3450	\$ 267 17	APCA
									17-613-4495	\$ 285 00	
55254	GEORGE P BANE, INC.	HOLD	C58209		09/23/91		09/20/91	\$24 30	17-613-3450	\$ 24 30	APCA
Batch Total								\$4,027 80			

Approved 9-20-91
 By: *Hadden Lindsey*
Tom P. Stanley
Daniel Ryzell
Jimmy Eatherly

VOL 27 PG 1016

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Date: 9-23-91COMMISSIONER COURT
ATTENDANCE SHEET

Name	City of Residence
Daisy Potter	Gilmer
Alonzo Higgs	Gilmer
Vernon Hill	Gilmer
Bob Bates	Gilmer
Ladd Johnson	Gilmer
Candy Hill	GILMER
Keeley White	GILMER
Melinda White	Gilmer
Lara R. ...	Gilmer

Barry Jean	Tyler
Douglas Stegall	Big Sandy
Thomas Krosser	Big Sandy
Ray J. ...	Tyler
Ray Roeder	one City
Bill Thompson	one City
Harv Walter	Gilmer
Cal Arnold	Gilmer
Linda Kay Dean	Gilmer
Patsy M. Williams	Gilmer
Ernest S. Foster	Gilmer
Donald Bedgood	Cladewater
Roberto Loy	
Max Wilson	Tr Assoc. of Counties