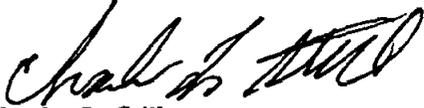


NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
MONDAY, AUGUST 20, 2001, 9:00 AM, SPECIAL SESSION
UPSHUR COUNTY LIBRARY ANNEX, 700 W. TYLER ST., GILMER, TX.

1. Consider and take action on hiring an accounting firm to do the outside audit.
2. Consider and take action on accepting the Texas Voter Registration System Contract with the Secretary of State's Office.
3. Consider a plan and budget for a County Computer Department. Remove from the Treasurers Office and appoint Official. Take any action necessary.
4. Commissioners Court will hold a budget workshop on this date. Court to take any action necessary.



Charles L. Still
County Judge

FILED
REX A. SHAW
COUNTY CLERK
01 AUG 17 AM 8:58
UPSHUR COUNTY, TX.
BY _____ DEPUTY

STATE OF TEXAS COUNTY OF UPSHUR
I hereby certify that this instrument was filed on the date
and time stamped herein by title and duty received in the
volume and page of the public records of Upshur
County, Texas as stamped herein by me.
2001

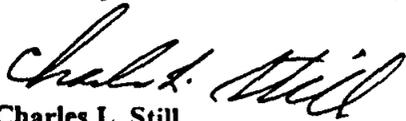


John A. Shaw
REX A. SHAW COUNTY CLERK
UPSHUR COUNTY, TEXAS

VOL 59 PG 790

**NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
FRIDAY, AUGUST 24, 9:00 AM, SPECIAL SESSION
UPSHUR COUNTY LIBRARY ANNEX, 700 W. TYLER ST., GILMER, TX.**

There will be a Commissioners Court meeting at 9:00 AM 8-24 to continue budget workshop recessed from 8-20-01.



Charles L. Still
County Judge

FILED
REX A. SHAW
COUNTY CLERK
01 AUG 20 PM 4:07
UPSHUR COUNTY, TX.
BY _____
DEPUTY

UPSHUR COUNTY COMMISSIONER COURT

8-20-2001

COMMISSIONERS COURT MET IN SPECIAL SESSION. ALL MEMBERS PRESENT.

1. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO HIRE OUTSIDE AUDITING FIRM OF PATILLO AND BROWN FOR ONE YEAR. MOTION CARRIED. LETTER FROM ARNOLD, WALKER, ARNOLD & COMPANY ATTACHED.

2. MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO ACCEPT TEXAS VOTER REGISTRATION SYSTEM CONTRACT BETWEEN SECRETARY OF STATE AND UPSHUR COUNTY. MOTION CARRIED. INCLUDED IN THIS MOTION IS TO AUTHORIZE JUDGE STILL TO SIGN CONTRACT FOR UPSHUR COUNTY. COPY OF CONTRACT ATTACHED.

3. COMMISSIONER ORMS RECOMMENDED SEPARATING COMPUTER DEPARTMENT FROM TREASURERS OFFICE. NO FORMAL ACTION TAKEN. THIS AGENDA ITEM WILL BE CONTINUED AT A LATER DATE.

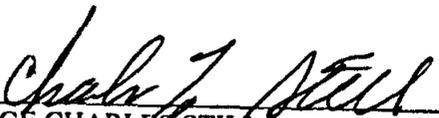
4. SEVERAL ITEMS WERE DISCUSSED CONCERNING BUDGET FOR NEXT FISCAL YEAR. NO FORMAL ACTION WAS TAKEN. MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO RECESS UNTIL FRIDAY, AUGUST THE TWENTY-FOURTH AT 9:00 A.M. MOTION CARRIED.

UPSHUR COUNTY COMMISSIONERS COURT

8-24-2001

COMMISSIONERS COURTS RECONVENE BACK INTO BUDGET WORKSHOP. ALL MEMBERS PRESENT. SEVERAL ITEMS WERE DISCUSSED CONCERNING BUDGET. NO FORMAL ACTION TAKEN.

JUDGE STILL ANNOUNCED BUDGET WORKSHOP ADJOURNED.



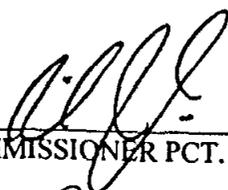
JUDGE CHARLES STILL



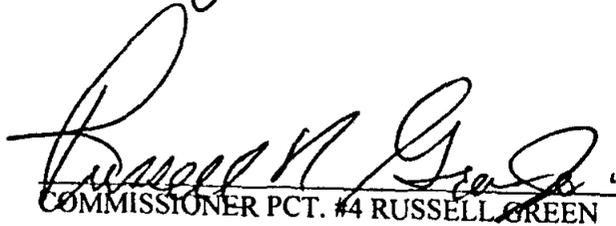
COMMISSIONER PCT. #1 JOE "JOEY" ORMS



COMMISSIONER PCT. #2 TOMMY STANLEY



COMMISSIONER PCT. #3 RICK JACKSON



COMMISSIONER PCT. #4 RUSSELL GREEN



ARNOLD, WALKER, ARNOLD & CO., P.C.

Certified Public Accountants And Consultants

Bob J. Arnold, C.P.A.
Lanny G. Walker, C.P.A.
Kris Arnold, C.P.A.
Lauri G. Robertson, C.P.A.
Melissa J. Godfrey, C.P.A.

MEMBER
American Institute Of
Certified Public Accountants
Texas State Society Of
Certified Public Accountants

Upshur County
County Judge, Commissioners, County Auditor and County Treasurer
c/o Pam Long, County Auditor
P O Box 730
Gilmer, TX 75644

Honorable Officials of Upshur County:

After much thought and consideration, we have determined that we will not be able to perform the audit for Upshur County for September 30, 2001. Therefore, we will not be sending an audit proposal or contract. We have had changes to our staff that would most likely not allow us to timely perform the audit. One of our staff members left to take another job. One of our other staff members has scaled back to basically part time so that she will not be able to go out on audit engagements. So we are down by two auditors. We have decided not to replace them and to reduce our workload somewhat. We apologize for the timing. This has not been an easy decision. We deeply appreciate the opportunity to have been able to work with Upshur County through these many years. We wish all of you the very best in the future.

Respectfully,

Arnold, Walker, Arnold & Co., P.C.
Arnold, Walker, Arnold & Co., P.C.

August 10, 2001

FILED
REX A. SHAW
COUNTY CLERK
AUG 20 AM 10:54
UPSHUR COUNTY, TX
RECEIVED
AUG 13 2001
AUDITOR'S OFFICE
DEPUTY

COPY

VOL 59 PG 794

The State of Texas



REX A. SHAW
CLERK

AUG 20 AM 10:35

UPSHUR COUNTY, TX.

Henry Cuellar, Ph.D.

Secretary of State DEPUTY

Elections Division
P.O. Box 12060
Austin, Texas 78711-2060
www.sos.state.tx.us

Phone: 512-463-5650
Fax: 512-475-2811
TTY (800) 735-2989
(800) 252-VOTE (8683)

Date: Aug 13, 2001

To all County Officials of counties converting to TVRS:

Pursuant to our agreement, enclosed for your signature is the Texas Voter Registration System (TVRS) Contract executed by the Secretary of State.

Please complete page 5, sign the contract, make a complete copy for your records, and return the original contract complete back to our office within two (2) weeks of the date of this letter. If you have any questions, please call Karen Richards, Louria Harrigan, Diane Lawrence, or Brenda Hester.

Thank you for your immediate attention to this matter.

Sincerely,

Ann McGeehan
Director, Elections Division

COPY

**INTERLOCAL COOPERATION AGREEMENT
for "County As"**

This Interlocal Cooperation Agreement (this "Agreement") is entered into by and between the Secretary of State of Texas (the "Agency") and the County of Upshur (the "County"), on behalf of the County Voter Registrar, on _____, 2001 (the "Effective Date"), each acting by and through its duly authorized officers pursuant to the authority granted by the Interlocal Cooperation Act, V.T.C.A., Government Code § 791.025 (Vernon 1986 & Supp. 1996)

RECITALS

WHEREAS, the mainframe-based voter registration system (the "Mainframe System") currently used by counties in Texas is outdated, and

WHEREAS, the Agency desires to establish a more productive and efficient method of voter registration and jury selection and has entered into an agreement with Science Applications International Corporation ("SAIC") for the development of an online statewide voter registration and jury selection system known as the Texas Voter Registration System ("TVRS") to achieve that end; and

WHEREAS, the TVRS has the capability to perform various functions, including but not limited to, automatic assignment of precincts and jurisdictions; searches by almost every field of the voter registration application; street standardization; bar coding (requires a laser printer); generation of required voter registration notices, public information requests, voter history, and statistical reports; recording and tracking of juror status; reshuffling of jury pools, printing of juror checks and payments lists; creation of prospective juror lists and summons cards; and searches of jurors by certificate number or Texas driver's license number; and

WHEREAS, the Mainframe System will be terminated in the spring of 1997; and

WHEREAS, the Agency desires to implement the TVRS in the County before the Mainframe System is terminated.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

**Article I
PREREQUISITES**

1.1. "County A". The County is classified for purposes of this Agreement as a "County A". A "County A" shall maintain its voter registration and/or jury wheel information (collectively, the "Live Data") on the Agency's SunSparc 2000 system (the "Sun") and shall access the Live Data from the Sun through a single personal computer ("PC") at the County Voter Registrar's office, or through multiple PCs (accessing the voter registration information from the County Voter Registrar's office and the jury wheel information from the District Clerk's office), using a modem and a regular phone line.

1.2. Hardware: Software. The County shall purchase, set up and configure all hardware and software listed as requirements in Appendix A, attached hereto and made a part hereof for all purposes, prior to any and all dates of Installation, hereinafter defined. The County may use state funds in accordance with the requirements of Tex. Elec. Code Ann. § 19.001 et. seq. (Vernon 1986) ("Chapter 19 Funds") to make such purchases. The Agency shall verify that the County has properly set up and configured such required hardware and software before any Installation takes place.

1.3. Dates. The Agency shall determine the dates for any and all: (1) Installation(s); (2) Training, hereinafter defined; (3) the Testing Period(s), hereinafter defined; and (4) Conversion(s), hereinafter defined, and shall notify the County by U S mail or facsimile of such dates in a document titled "Appendix B", which shall be attached hereto and made a part hereof for all purposes, at least two (2) days before any Installation begins

Article II INSTALLATION

2.1. Installation Agency personnel shall load the Application, hereinafter defined, onto a County's PC and adjust the dialing string to provide that PC access to the State of Texas Network phone system (the successful completion of such actions referred to as "Installation") by remote means, according to Section 2.1.1 for all counties other than those specified in Section 2.1.2, and in person, according to Section 2.1.2 for the counties specified in such Section 2.1.2, on the date(s) and at the location(s) documented for such Installation in Appendix B. Installation does not include the loading or configuring of any hardware or software listed in Appendix A

2.1.1. Remote Installation: User's Manual: Training Exercises. Agency personnel shall conduct Installation at the County Voter Registrar's office and/or the District Clerk's office through electronic means from Austin ("Remote Installation"). The Agency shall send to the County a hardcopy user's manual and a hardcopy set of training exercises within ten (10) days of the date of any such Remote Installation

2.1.2. In Person Installation: User's Manual: Training Exercises. Agency personnel shall travel only to the following counties to conduct Installation in person ("In-Person Installation") at the County Voter Registrar's Office and/or the District Clerk's Office: (1) Deaf Smith; (2) Castro; and (3) Cochran. At the time of any such In Person Installation, the Agency shall also deliver to the aforementioned counties a hardcopy user's manual and a hardcopy set of training exercises

2.2. The "Application" Installation shall involve the following software: (1) TVRS (which includes an online training tutorial), (2) Report Smith; and (3) Borland Database Engine (such software, collectively, the "Application").

2.3. Test Database: Testing Period. Upon any Installation, the County shall have access to a test database (the "Test Database") set up by the Agency which contains bogus data (the "Test Data") for a period of days, (the "Testing Period"), the dates of which period(s) shall be documented in Appendix B, during which time the County may practice performing various functions of the Application

**Article III
TRAINING**

3.1. Training: Location, Frequency and Duration Agency personnel shall provide instruction and guidance on the use of the Application ("Training") through a training session(s). The date(s) and location(s) of Training for each county shall be arranged and documented by the Agency in Appendix B. Training shall not include instruction on basic computer functions such as how to operate a computer, how to use Windows '95, or how to operate a printer.

**Article IV
CONVERSION**

4.1. Conversion of Data By the end of any Testing Period, the Agency shall have transferred the County's Live Data from the Mainframe System to the Sun (such transfer and the resulting ability of the County to access Live Data rather than Test Data from the Sun referred to as "Conversion").

4.2. Conversion Date. On the date immediately following the last day of any Testing Period (the "Conversion Date"), which date(s) shall be documented in Appendix B, the County shall have access to its Live Data on the Sun.

4.3. Conversion Reports. The Agency shall develop a series of reports ("Conversion Reports") notifying the County of data which does not conform to the parameters of the Application. The Agency shall send the County the Conversion Reports within fourteen (14) days of the Conversion Date for the County Voter Registrar's office.

**Article V
SUPPORT**

5.1. Support The Agency shall, in addition to providing Training as described in Section 3.1, provide ongoing guidance by telephone ("Support") on the use of the TVRS. Support shall be available during regular business hours (from 8.00 a.m. to 5 p.m., Monday through Friday, except on state or federal holidays) at any of the following phone numbers:

-- (512) 463-5650
-- (800) 252-2216

Support shall not include instruction on basic computer functions such as how to operate a computer, how to use Windows '95, or how to operate a printer.

**Article VI
MISCELLANEOUS**

6.1. Online Service Fee. The County shall have no obligation to pay an online service fee (the "Fee") to the Agency until, at the earliest, the day following the end of the 1997 Texas regular legislative session (the "Subject Date") From and after the Subject Date, unless the 1997 regular legislative session appropriates full funding to the Agency for the operation of the TVRS, the County shall pay the Agency the Fee according to a formula and schedule to be determined at a later date by the Agency and documented in an addendum

to this Agreement, a copy of which shall be provided to the County. Counties with more than one (1) Installation may be required to pay an additional Fee, the formula and schedule for which shall be determined at a later date by the Agency and documented in the aforementioned addendum. Chapter 19 Funds may be used to pay the Fee.

6.2. Termination. This Agreement shall remain in effect until terminated by either party with not less than thirty (30) days prior written notice, which notice shall specify the effective date of termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination

6.3. Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be ineffective only to the extent of such determination without affecting the validity or enforceability of its remaining provisions.

6.4. Entire Agreement; Modification; Waiver; No Implication. This Agreement constitutes the complete agreement of the parties relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. Except for the determination of (1) the date(s) of Installation as described in Section 2.1 and documented in Appendix B; (2) the Testing Period(s) as described in Section 2.3 and documented in Appendix B; (3) the Conversion Date(s) as described in Section 4.2 and documented in Appendix B; (4) the date(s) and location(s) of Training as described in Section 3.1 and documented in Appendix B; and (5) the determination of the Fee and the schedule for payment thereof as described in Section 6.1, modifications shall be effective only if in a writing signed by both parties hereto. A waiver shall be effective only if in writing and, then, only to the extent of its express terms.

6.5. Choice of Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, notwithstanding conflicts of law principles that might refer the governance hereof to the laws of another jurisdiction. The venue of any actions arising out of this Agreement shall lie in Travis County, Texas.

6.6. Force Majeure. No party shall be liable for any failure to perform its obligations hereunder where such failure results from any act of God or other cause beyond such party's reasonable control, including, without limitation, any unanticipated mechanical, electronic or communications failure, which prevents such party from transmitting or receiving data

6.7. Limitation of Liability. The Agency shall not be liable in any manner for incidental, consequential, special, punitive, or exemplary damages of any kind. The Agency shall be liable only for those actual damages which the County has sustained as the sole and direct cause of the Agency's material breach of this Agreement or the Agency's tortious act

6.8. Disclaimer of Warranties. No representation of warranty of merchantability, fitness for use or for a particular purpose, or other such representation is made as to the Application

6.9. Indemnification. The County shall defend, indemnify and hold the Agency harmless from any and all losses, liabilities, damages, destructions, injuries, deaths, claims, demands, costs, causes of action, lawsuits, expenses, or other liabilities arising out of, or connected with, the possession or use of the Application by the County during the term of

COPY

this Agreement, including, but not limited to, any and all claims of or liabilities to third parties.

6.10. Notice. Any notice or other submission which may be or is required to be given under this Agreement shall be sent by certified United States mail, postage prepaid, return receipt requested, to the respective parties at the addresses noted below, such notice or other submission to be effective upon mailing:

Secretary of State of Texas
Attn: Ann McGeehan
P.O. Box 12697
Austin, Texas 78711-2697

County of Upshur
Attn: Micheal L. Smith
215 N. Titus
Gilmer, Texas 75644

6.11. Signature Capacity. By executing this Agreement in the space provided therefor below, each person who does so represents and warrants to the other party that he/she has the capacity to bind the party on whose behalf he/she executes this Agreement.

Executed as of the Effective Date.

The Secretary of State of Texas

By: _____
Name: Henry Cuellar
Title: Secretary of State

County of Upshur

By: *Charles L. Still*
Name: Charles L. Still
Title: Upshur County Judge



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VOL 59 PG 800

APPENDIX A

This document is a part of the Interlocal Cooperation Agreement for "County As" (the "Agreement"), entered into by and between the Secretary of State of Texas and the County of Upshur on the Effective Date, as such term is defined in the Agreement, and shall be attached thereto and made a part thereof for all purposes.

Requirements: Hardware

CPU Configuration. Pentium which must have the following minimum capabilities:

64 MB Ram; 1GB Hard Drive; CD-ROM drive, 3-1/2" floppy disk drive, SVGA Color Monitor .28dp

Modem 56K speed modem, either internal or external,

Internet connectivity.

Printer. LaserJet or a dot matrix (supported by Windows '95).

Requirements: Software

(1) Windows '95 "B" or Win 98 SE

(2) PCAnywhere for Windows, BE A HOST version, Ver. 10.2 (or the latest version)

Optional Equipment for Bar Coding Capability.

1. Bar Code Reader. Either (1) EZ Barcode Version 4 (wand); or (2) LS 2000 MX12 + Laser, VLD HHLC (laser gun); and

2. Printer. Laser Jet with at least 6 ppm (supported by Windows)

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VOL 59 PG 801

APPENDIX B

This document is a part of the Interlocal Cooperation Agreement for "County As" (the "Agreement"), entered into by and between the Secretary of State of Texas and the County of Upshur on the Effective Date, as such term is defined in the Agreement, and shall be attached thereto and made a part thereof for all purposes.

LOCATION
VOTER REGISTRAR'S OFFICE

LOCATION
DISTRICT CLERK'S OFFICE

I. Installation. The date of Installation, as such term is defined in the Agreement, shall be July 28, 2000.

I. Installation. The date of Installation, as such term is defined in the Agreement, shall be _____, 20__.

II. Testing Period. The Testing Period, as such term is defined in the Agreement, shall begin on July 28, 2000 and shall end on August 14, 2000.

II. Testing Period. The Testing Period, as such term is defined in the Agreement, shall begin on _____, 20__, and shall end on _____, 20__.

III. Conversion Date. The Conversion Date, as such term is defined in the Agreement, shall be August 14, 2000.

III. Conversion Date. The Conversion Date, as such term is defined in the Agreement, shall be _____, 20__.

IV. Training. The training schedule for the County shall be as follows:

IV. Training. The training schedule for the County shall be as follows:

A) Location(s):
1019 Brazos, 4th Fir. Conf. Rm
Austin, Texas 78701

A) Location(s)

B) Date(s): June 22, 2000.

B) Date(s) _____

VOL 59 PG 802

ATTENDANCE SIGN-IN SHEET

LOCATION: UPSHUR COUNTY LIBRARY ANNEX

DATE: AUGUST 20, 2001

1. Joyce Morrison	1. Silmer
2. Nancy B. McLean	2. Shady Grove
3. Tama Homan (Dist. Clerk office)	3.
4. Jo Ann Lottis	4. Silmer
5. Pam Long	5.
6. Dyan Harris	6. Silmer
7. Karen Steelman	7. Silmer
8. Mrs. Oyster	8. M. Gray
9. Carol Healy	9. CDJ
10. Kelsey Wilcox	10. Chestnut Rd.
11. [Signature]	11.
12. Jim Duffell	12. Sheriff Office
13.	13.
14.	14.
15.	15.
16.	16.
17.	17.
18.	18.
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23.	23.
24.	24.
25.	25.

BY UPSHUR COUNTY, TX
DEPUTY

01 AUG 20 AM 10:35

FILED
REX A SHAW
COURT CLERK

ATTENDANCE SIGN-IN SHEET
LOCATION: UPSHUR COUNTY LIBRARY ANNEX
DATE: AUGUST 24, 2001

1. Joyce Morrison	1. Gilmer
2. Gay Baeder	2. Gilmer
3. L.P. Andy Anderson	3. Gilmer
4. Bill Bacon	4. County
5. Keenan Steiman	5. Gilmer
6. Arnold Daines	6. County
7. Linda Jewel	7. Gilmer
8. Ann Glenn	8. Pritchett
9. Pam King	9. Gilmer
10. Jane W. G.	10. Gilmer
11. Nadra Murphy	11. Gilmer
12. Sam Moore	12. Gilmer
13. Kathy D.	13. Gilmer
14. Sherry Nield	14. Gilmer
15. Wendy Davis	15. Gilmer
16. Diane Walker	16. Gilmer
17. Colleen Lipton	17. Gilmer
18. [unclear]	18.
19. Betty D. [unclear]	19. Clapsco Co.
20. Alan Walker	20. Upshur Co.
21. Fay Roberts	21. Upshur Co.
22. Mike Smith	22. Upshur Co.
23. Bill Down	23. Upshur Co.
24. Ann Duvall	24. Upshur Co.
25. James Beachy	25. SD

ATTENDANCE SIGN-IN SHEET
LOCATION: UPSHUR COUNTY LIBRARY ANNEX
DATE: August 24, 2001

1. Karen Hughes	1.
2. [Signature]	2.
3. [Signature]	3.
4. Neil Matthews	4.
5. [Signature]	5.
6. [Signature]	6. B.S
7. [Signature]	7.
8. [Signature]	8.
9. [Signature]	9.
10. [Signature]	10.
11. [Signature]	11.
12. BOB WORN	12. PRITCHETT DIST 3
13. Dewayne Laboure	13. UCC Pt 2
14. [Signature]	14. PCI #3
15. [Signature]	15.
16.	16.
17.	17.
18.	18.
19.	19.
20.	20.
21.	21.
22.	22.
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24.	24.
25.	25.

BY _____
 UPSHUR COUNTY, TX
 DEPUTY

FILED
 REX A. SHAW
 COUNTY CLERK

01 AUG 24 AM 11:35