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STERLING COUNTY

Opinion Committee

STERLING CITY, TEXAS 76951

FILE # ML-39655-97

I.D. # 39655

July 11, 1997

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Office of the Attorney General

Attn: Sarah Shirley

Chair, Opinion Committee

P.O. Box 12548

Austin, Texas 78711

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RE: County Commissioners

Dear Ms. Shirley,

I am the County Attorney for Sterling County, Texas. I am requesting an opinion on the propriety of a county commissioner doing contract type work for the county on a cost basis, with no direct compensation going to the county commissioner.

Section 81.002 of the Local Government Code specifically provides that a county commissioner may not be interested, directly or indirectly, in a contract with the county except for a contract expressly authorized by law or a warrant issued as a fee of office. Section 81.002 makes it clear that a commissioner can not enter into a contract with the county if he would profit from such a contract.

The type of activity I am inquiring about involves a commissioner performing contract type work, for example, laying cement, general carpentry work, and other general contracting work, on a cost basis. The commissioner obtains the materials and performs the labor, but is not himself compensated for such activities.

The concern is twofold. One concern is that this deprives legitimate businesses in the community from performing contracting work. The second is that if the work proves to be deficient, does the county have a claim against the commissioner.

I would appreciate an opinion from your office on this issue. Please feel free to call if you need additional clarification from me. While I am sending this letter by certified mail, I

hereby agree to waive provisions (a) and (c) of Section 402.042 of the Government Code if the Attorney General agrees.

Very truly yours,



Robert R. Herring,
Sterling County Attorney

RRH/lis

cc: Sterling County Judge
Robert L. Browne