

COMMISSIONERS COURT MINUTES, REGULAR SESSION, AUGUST 14, 2023

The Terrell County Commissioners Court met on Monday, the 14th day of August 2023, at 9:00 A.M. in the commissioner’s courtroom of the county courthouse in the city of Sanderson, Texas. Notices of the meeting place were timely posted at a site readily accessible to the general public at all times. They remained posted for at least seventy-two hours preceding the scheduled time of this meeting, in compliance with the Open Meetings Act.

The Hon. Dale Carruthers, County Judge, called the meeting to order. The following members of this Court and Officers of the County were present:

Hon. Adam Johnson	Commissioner Pct. 1
Hon. Lupe Garza	Commissioner Pct. 2
Hon. Arnulfo Serna	Commissioner Pct. 3
Hon. Gene Chavez	Commissioner Pct. 4

Hon. Raeline Thompson	County and District Clerk
Hon. Rebecca Luevano	County Treasurer
Hon. Kenneth Bellah	County Attorney
Hon. Thaddeus Cleveland	County Sheriff
Carl Esser – Zoom	Esser Company Consulting LLC
Preston Singleton	Singleton, Clark & Company

Commissioner Johnson gave the Invocation and led the commissioner’s court in the Pledge of Allegiance to the United States flag, followed by the Pledge of Allegiance to the Republic of Texas Flag.

Public Comments on Agenda Items – No Comments.

Minutes from previous meetings – Commissioner Johnson motioned to accept the minutes from July 10, 2023, Regular Session, August 7, 2023, Public Hearing, August 7, 2023, Special Session. Commissioner Garza seconded the motion, calling for a vote; all members answered “aye,” and the motion carried.

CDBG FAST FUND CONTRACT CFA 22-0033 FOR VOLUNTEER FIRE DEPARTMENT – Commissioner Serna motioned to contract with Esser Company Consulting LLC to render certain professional/administration services in connection with this CDBG Project, Contract Number CFA 22-0033. Commissioner Chavez seconded the motion, calling for a vote; all members answered “aye,” and the motion carried.

ADMINISTRATION/PROFESSIONAL SERVICES

PART I AGREEMENT

THIS AGREEMENT entered into this 14 Day Aug, 2023, by and between Terrell County hereinafter called the “COUNTY”, acting herein by Dale Carruthers, Terrell County Judge hereunto duly authorized, and Esser & Company Consulting LLC hereinafter called the “Contractor”, acting herein by Carl Esser.

WITNESSETH THAT:

WHEREAS, Terrell County desires to implement the **FAST** Fund Improvements for the Terrell County Volunteer Fire Department for Terrell County under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture; and Whereas the COUNTY desires to engage Esser & Company Consulting LLC to render certain professional/administration services in connection with this CDBG Project, Contract Number CFA 22-0033.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Contractor will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Contractor shall commence on July 24, 2023 in any event, all of the services required and performed hereunder shall be completed no later than 60 days after the CDBG Contract end date.
3. Local Program Liaison - For purposes of this Contract, the County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's TxCDBG contract with TDA.
5. Retention of Records - The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$ 45,000.00. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
7. Indemnification - The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the

activities, services or subject matter called for in this agreement or in connection with the management and administration of the TxCDBG contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

- a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Terrell County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.
9. Extent of Agreement
 This Agreement, which includes Parts I-IV, represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and Contractor.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.



Dale Carruthers

 (Local County Official)
 Dale Carruthers

 (Printed Name)
 Terrell County Judge

 (Title)

Carl Esser

 (Contractor's Authorized Representative)
 Carl Esser

 (Printed Name)
 Consultant

 (Title)

PART II
SCOPE OF SERVICES

The Contractor shall provide the following scope of services:

- A. Project Management
1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
 2. Maintenance of filing system.
 3. Provide general advice and technical assistance to the County personnel on implementation of project and regulatory matters.
 4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
 5. Furnish County with necessary forms and procedures required for implementation of project.
 6. Assist the County in meeting all special condition requirements that may be stipulated in the contract between the County and TDA.
 7. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract.
 8. Conduct re-assessment of environmental clearance for any program amendments.
 9. Prepare and submit quarterly reports (progress and minority hiring).
 10. Prepare Financial Information Report or County.
 11. Establish procedures to document expenditures associated with local administration of the project.
 12. Provide guidance and assistance to County regarding acquisition of property:
 - Submit required reports concerning acquisition activities to TDA;
 - Establish a separate acquisition file for each parcel of real property acquired;
 - Determine necessary method(s) for acquiring real property;
 - Prepare correspondence to the property owners for the County's signature to acquire the property or to secure an easement; and
 - Assist the County in negotiation with property owner(s).
 13. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
 14. Serve as liaison for the County during any monitoring visit by staff representatives from either TDA or the U.S. Department of Housing and Urban Development (HUD).

B. Financial Management

1. Assist the County in proving its ability to manage the grant funds to the state's audit division.
2. Assist the County in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the County in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Prepare all fund drawdowns on behalf of the County in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.
7. Assist the County in establishing procedures to handle the use of any TxCDBG program income.

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for County-owned property and/or Right of Way (ROWs).
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist County in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TDA.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist County in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
 - Assist County in determining whether or not it will be necessary to hire temporary employees to specifically carry out TxCDBG contract activities.
 - Assist County in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist County in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist County in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from TDA.
6. Provide sample TxCDBG contract documents to engineer.
7. Advertise for bids.
8. Make ten-day call to TDA.
9. Verify construction contractor eligibility with TDA.
10. Review construction contract.
11. Conduct pre-construction conference and prepare minutes.
12. Submit any reports of additional classification and rates to TDA.
13. Issue Notice of Start of Construction to TDA.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process change orders approved by County and the project engineer and submit to TDA prior to execution with the construction contractor.
16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.

17. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the County in developing, implementing and documenting new activities to affirmatively further fair housing during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
4. Assist with Section 3 requirements per 24 CFR Part 135.
5. Prepare all Section 504 requirements per 24 CFR Part 8.
6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
7. Ensure adoption of Excessive Force provision per 24 CFR Part 91.
8. Ensure the adequate publication of required notices.

G. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing and Certificate of Completion.
2. Assist County in resolving any monitoring and audit findings.
3. Assist County in resolving any third party claims.
4. Provide auditor with TxCDBG audit guidelines.

**PART III
PAYMENT SCHEDULE**

County shall reimburse Esser & Company Consulting LLC for management/administrative services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone / Task	% of Contract Fee
• Establishment of Recordkeeping System	5%
• Completion of Environmental/Special Conditions Clearance	15%
• Completion of all Acquisition Activities	10%
• Completion of the Bid/Contract Award Process	15%
• Labor Standards Compliance/Completion of Construction	15%
• Comply with EEO / Fair Housing Requirements	10%
• Program and Financial Management	20%
• Filing of all Required Close-out Information	10%
Total	100%

PART IV TERMS AND CONDITIONS

1. Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. Termination for Convenience of the County.
County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.
3. Changes. The County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of

such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
- b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; Provided, however, that claims for money by the Contractor from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

7. Reports and Information. The Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Contractor shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

1. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the County.

2. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

3. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save

the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

4. Conflicts of interest.

a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

5. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

6. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their

race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked

as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

c. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

d. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.

CDBG CARES Grant Ambulance Truck Chassis – Fraiser cannot find an ambulance truck chassis but, the Ford manufacturer has provided a chassis with vin# sometime this year. No Action.

CFC 21-0464 Water Well Project Update – A well of five hundred and five feet has been drilled out and has hit water. Mr. Tom Lowrance has tested the water twice and it was clean. One more test has to be done and if it passes Terrell County will start using the new well. No Action.

Singleton, Clark & Company Terrell County Audit – Mr. Preston Singleton presented the Terrell County Audit and his findings. He stated that corrected action is needed on different line items. Commissioner Serna motioned to accept the audit and to approve Rebecca Luevano to get the assistance that she needs for the financial management in her office. Commissioner Garza seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

Commissioners Court

Terrell County

501 E. Hackberry Street

Sanderson, TX 79848

Good morning, I am wanting to express my sincere acknowledgement and acceptance of full accountability for the findings highlighted in the recent audit report conducted by Singleton & Clark. As the responsible party overseeing the audit process, I take these findings seriously and am committed to addressing them in a productive manner.

First and foremost, I would like to assure you that I am fully dedicated to upholding the highest standards of integrity, accuracy and transparency in my role. I understand the importance of maintaining public trust and confidence in our financial operations, and I deeply regret any shortcomings identified in the audit.

Recognizing the need for improvement, I am eager to seek the necessary support and guidance to enhance my performance and ensure a more robust audit in the coming years. I believe that by taking proactive steps, we can not only rectify the areas of concern but also establish a strong foundation for a more effective audit process moving forward.

In light of this, I kindly request your assistance in providing the appropriate resources, training, and mentorship to help me develop the necessary skills and knowledge required for a successful audit. I am committed to investing the time and effort required to strengthen my understanding of audit procedures, regulatory compliance, and best practices in financial management.

Furthermore, I am open to engaging in constructive dialogue with the audit firm to gain a thorough understanding of their findings and recommendations. By leveraging their expertise and insights, I believe we can collaboratively identify areas for improvement and implement corrective action that will yield positive outcomes.

Rest assured, I am fully dedicated to ensuring that Terrell Counties' financial affairs are managed with the utmost professionalism and accountability. I am confident that with the necessary support and guidance, I will be able to overcome the challenges highlighted in the audit and deliver improved results in the future.

Thank you for your attention to this matter. I remain committed to working diligently towards enhancing our financial processes and achieving the highest standards of excellence. Should you have any further questions or require additional information, please do not hesitate to reach out to me.

Sincerely,

Rebecca Luevano

County Treasurer

Good afternoon, ladies,

After talking to both you this week, and seeing a current bank statement and Budget Analysis Usage Report, it is obvious that Terrell County is in immediate need of cash in the General Fund checking account.

- 1) An outside CPA needs to be contracted to help correct system balances, which may well include going back prior to Treasurer Luevano's tenure as County Treasurer. In addition, all cash balances across all funds need to be verified.
- 2) The Operation Lone Star Grant Reimbursement needs to be submitted immediately. The contact for Terrell County is James Ziehl, and he should be able to provide step-by-step guidance to Terrell County to facilitate the grant reimbursement process. Once the exact steps are known, a determination needs to be made as to who needs to input that information. Any necessary follow up should be made with the Office of The Governor to ensure that the payment is not only submitted, but approved, in order to help make future disbursements of county funds for things like payroll, accounts payable, and any liability payments coming due.
- 3) Owing to past communication issues between the Treasurer's and Judge's offices, email communications between the offices can copy me. I will be happy to continue offering recommendations, and helping ensure that statutory requirements are being followed.
- 4) Finally, due to the urgency and magnitude of the condition of Terrell County's cash flows, I have notified District Judge Andrade that he needs to be prepared to appoint a County Auditor in the case that your offices cannot work together to solve the aforementioned problems.

Respectfully submitted,

Jennifer L. Henderson

Schleicher County Treasurer, CCT, CIO

P/F: (325) 853-2596

ARPA funds list of invoices for equipment – Commissioner Chavez motioned to pay the ARPA invoices of \$15,188.77 and \$1,211.50. Commissioner Johnson seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

AMERICAN RESCUE PLAN ACT (GRANT)

DESKTOP COMPUTER {JUDGES ASSISTANT} \$2016.83

SHERIFF OFFICE LAPTOP, COURTHOUSE MAINT, JUDGES SOFTWARE, COURTROOM MONITOR,
COUNTY ATTORNEY LAPTOP, CARRY CASES \$13,171.94

A.R.P.A. GRANT TOTAL **\$15,188.77**

ARPA GRANT

BRETT BUTLER-GENERAL GOVERNMENT SERVICES

TOTAL **\$1,211.50**

Skipped line item #'s 10, 11, and 12

Crown Correctional Telephone Inc. agreement for Inmate Communications – Commissioner Serna motioned to approve the Crown Correctional Telephone Inc. agreement for Inmate Communications. Commissioner Chavez seconded the motion calling for a vote; all members answered “aye,” and the motion carried.



Inmate Communications Agreement

CONTRACT BETWEEN TERRELL COUNTY, TEXAS AND CROWN CORRECTIONAL TELEPHONE, INC.

This Crown Correctional Telephone Service Subscriber Agreement ("Agreement") is made this ____ day of _____, 2023, by and between Crown Correctional Telephone, (Provider), a Texas corporation, having its principal place of business at 410 W 19th Street, Clifton TX 76634, and Terrell County (Subscriber) having its principal place of business at:

Address: 105 E. Hackberry Street

City, State & Zip code: Sanderson, TX 79848

Contact: Rosemary Fuentes

Phone: 432-345-2525

Email: rfuentes@co.terrell.tx.us

WITNESSETH

Whereas, the Subscriber is responsible for the inmates and for the operation of, and supervisory and protective care, custody and control of, all buildings, grounds, property and matters connected with the facility. Whereas, the Provider is a qualified and willing participant with the Subscriber to provide inmate telephone, video visitation and related communication services; in consideration of the mutual benefits to be derived hereby, the Subscriber and the Provider do hereby agree as follows:

I. TERM

(A). This Agreement shall begin on the date of completed installation (defined as the date on which the first inmate telephone call is completed through the installed Inmate Telephone System (ITS)) and continue in full force and effect for a period of five (5) years from such date. After the initial term, this Agreement shall operate on a month-to-month basis commencing on the Expiration Date.

II. SCOPE OF SERVICE

(A). Inmate Telephone System

Provider shall provide, at no cost, a fully operational, local and long distance, secure and reliable Inmate Telephone System (ITS) 24 hours per day. The ITS shall be inclusive of all equipment, installation, infrastructure, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet the Subscriber's requirements and be in compliance with any industry standard.

(B). ITS Payment

Provider will forward monthly payment to Subscriber on or about the 25th day starting after the initial traffic month to allow for a billing cycle to complete. Commissions will be paid on gross call revenue originating from the facility not to include federal, state and local taxes, pre-paid account fees, billing statement fees, approved free calls and any other cost recovery mechanism(s). Full details regarding payments and revenue-share are provided within Attachment A – Rates, Fees and Commissions of this Agreement.

(C) ITS Rules and Regulations (General)

1. The Provider shall adhere to any and all municipal, state or federal requirements for ITS installation, certification, training or registration during the life of the agreement.

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2. The Provider shall be responsible for compliance with all regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all ITS and related services provided throughout the duration of the agreement. Provider reserves the right to decrease commission payments in the event of decreased rates and fees mandated by any local, state or federal agency that adversely effects profitability.
3. The Provider shall be responsible for making all ITS modifications necessary to allow inmates to place calls in compliance with any industry dialing requirement change(s) at no cost to the Subscriber.
4. The Provider shall be responsible for complying with and updating the ITS for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to the Subscriber.

(D). Provider's Responsibilities - ITS

1. Provide a comprehensive ITS that will allow for collect, prepaid collect and debit/debit card calls for local, Intralata/intrastate, interlata/intrastate, interlata/interstate, and international calls;
2. Provide an ITS which includes, but is not limited to, system infrastructure, database, servers, new call processors, digital and analog communications circuits, telecommunications capabilities, monitoring and recording functionality, and any additional required system functionality;
3. Installation of new Inmate telephone equipment at all included Facilities and any required station cabling as determined necessary;
4. Systems and equipment that support the Facility's call monitoring/security needs, including terminals and digital recording equipment as determined necessary;
5. Centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical call transaction information;
6. Provide personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the ITS system and equipment 24 hours per day for the entire length of the agreement;
7. Ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery;
8. Provision of all required training and instructional materials required for use of the telephone services as applicable to inmates, families, and/or facility staff;
9. Provision of all related support services not otherwise indicated herein, and;
10. Commission payments based on gross revenue of ALL calls and monthly revenue statements provided, upon request.

(E). ITS Installation (General)

All required materials, equipment, hardware, software and station cabling (where re-use is unavailable or new locations are required) for installation and maintenance of the ITS shall be provided by the Provider. Wherever possible, the Provider shall re-use existing station cabling installed at each Facility for the telephone instruments. In cases where existing station cabling cannot be used, the Provider shall install new station cabling (Category 3 minimum) at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. The Provider shall comply with all applicable electrical codes. The Provider shall comply with the security guidelines on institutional security policies. The Provider shall provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement.

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(F). ITS System Functionality (General)

The Provider shall provide an ITS with a system fully supported by an infrastructure which has the capability to provide specified services such as secure monitoring of telephone calls. The ITS shall contain security features which prevent unauthorized individuals from accessing any information held by the Provider. Secure access to the system and the database shall be maintained at all times. The Provider shall provide complete support of all systems and software necessary to ensure provision of services at all times for the duration of the resulting Agreement. The system shall contain an automated announcement function capable of processing calls on a selective bi-lingual basis: English and Spanish.

(G). Inmate Telephone Equipment

Throughout the term of the Agreement, the Provider shall own all systems and equipment and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost.

(H). Video Visitation System

Provider shall provide, at no cost, a fully operational, secure and reliable Video Visitation System (VVS) along with Inmate Tablets. The VVS shall, depending on the requirements of the Subscriber, be capable of completing both on-site (standard) and off-site (remote) visitation sessions. The VVS shall be inclusive of all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet the Subscriber's requirements and be in compliance with any industry standard.

(I). VVS Payment

The Provider will forward monthly payment to Subscriber on or about the 25th day starting after the initial traffic month to allow for a billing cycle to complete. Commissions will be paid on gross remote visitation session revenue associated with remote visitation and inmate messaging originating from the facility not to include federal, state and local taxes, pre-paid account fees, approved free visitation sessions and any other cost recovery mechanism (s). It is understood that on-site (standard) visitation is provided at no cost to inmates and their friends or family. The agreed-upon rates for off-site (remote) visitation sessions are referenced in **Attachment A – Rates, Fees and Commissions** of this Agreement.

(J). VVS Rules and Regulations (General)

1. The Provider shall adhere to any and all municipal, state or federal requirements for VVS installation, certification, training or registration during the life of the agreement.
2. The Provider shall be responsible for compliance with all regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all VVS and related services provided throughout the duration of the agreement. Provider reserves the right to decrease commission payments in the event of decreased visitation rates and fees mandated by any local, state or federal agency that adversely effects profitability.
3. The Provider shall be responsible for making all VVS modifications necessary to allow inmates to participate in VVS sessions in compliance with any industry requirement change(s) at no cost to the Subscriber.
4. The Provider shall be responsible for complying with and updating the VVS for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to the Subscriber.

(K). Provider's Responsibilities – VVS

1. Provide a comprehensive VVS that will allow for on-site and off-site visitation services based on the needs of the Subscriber;

2. Provide a VVS which includes, but is not limited to, system infrastructure, network, database, servers, new visitation processors, communications circuits, visitation monitoring and recording functionality, and any additional required system functionality;
3. Installation of new video visitation equipment at all included Facilities and any required station cabling as determined necessary;
4. Provide systems and equipment that support the Facility's visitation monitoring/security needs, including visitation terminals and digital recording equipment as determined necessary;
5. Provide a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical visitation transaction information;
6. Provide personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the VVS system and equipment;
7. Provide ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery;
8. Provision of all required training and instructional materials required for use of the video visitation services as applicable to inmates, families, and/or facility staff;
9. Provision of all related support services not otherwise indicated herein, and;
10. Remit commission payments based on gross revenue of remote visitation sessions and monthly revenue statements provided, upon request.

(L). VVS Installation (General)

All required materials, equipment, hardware, software and station cabling (where re-use is unavailable or new locations are required) for installation and maintenance of the VVS shall be provided by the Provider. Wherever possible, the Provider shall re-use existing station cabling installed at each Facility for the visitation stations. In cases where existing station cabling cannot be used, the Provider shall install new station cabling at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. The Provider shall comply with all applicable electrical codes. The Provider shall comply with the security guidelines on institutional security policies. The Provider shall provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement. Provider will ensure that informational flyers, placards or other media is provided to inmates and visitors showing VVS use instructions, rate information and any other information deemed essential to the utilization of the VVS.

(M). VVS System Functionality (General)

The Provider shall provide a VVS which is suitable for a correctional environment, sturdy, tamper-resistant, and must provide high-quality, stereo audio and broadcast-quality video. The VVS shall be capable of completing on-site visitation sessions at no cost to the general public or inmate and will charge a per-megabyte or per-minute rate for any off-site (remote) visitation sessions connected. The Provider shall provide remote access to authorized users for the Subscriber for the purpose of managing inmate visitation profiles, monitoring visitation sessions, applying visitation restrictions and managing visitation scheduling. The VVS shall allow authorized users to remotely shut down and/or disable an individual inmate visitation station or group of visitation stations quickly and selectively without affecting other visitation stations. Further, the VVS shall be capable of limiting the length of a video visitation session, providing service at certain times of the day/week/month and allowing a maximum number of video visitation sessions per inmate per week or month.

The VVS shall include a web-based scheduling application allowing visitors (public and professional) to register, schedule, fund and/or cancel standard and remote visitation sessions using an internet browser and internet connection. The VVS shall fully monitor and record all visitation sessions unless there are restrictions that prohibit the recording and monitoring of certain sessions, such as attorney-client restrictions.

(N). Video Visitation Equipment

Throughout the term of the Agreement, the Provider shall own all systems and equipment and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost.

(O). Equipment Service & Maintenance

The Provider shall provide equipment to support service delivery as specified herein at all designated Facilities that are fully functional in regard to all labor, materials, service hardware and/or software. The Provider shall further warrant that any equipment installed for the subscriber shall be free of defects, irregularities, code violations and shall operate as designed and proposed or negotiated. Time is of the essence in completing emergency and other service repairs or replacements. Thus, the Provider is required to meet all response times as required by the Facility to return the system to normal operating status. In the event of extraordinary obstacles to service delivery for which the Provider exceeds the time-to-service requirement, notification and a detailed plan of service shall be provided to the Facility.

(P). Equipment Furnished

For new installations, equipment quantities will be determined upon facility needs assessment if not provided in **Attachment A** of this Agreement. For services for existing customers, equipment quantities will remain the same unless otherwise mutually agreed upon by both parties.

III. General Policies

(A). Termination

Either party may terminate this Agreement for cause prior to expiration of the initial term if there is an alleged breach of the term(s) by the offending party. If a breach of this Agreement occurs by the Provider, the Subscriber may, by written notice, send a demand letter to cure breach within thirty (30) days. The cure period may be extended to a mutually agreeable date up to ninety (90) days if the default cannot be reasonably cured within the specified time and if the defaulting party has begun to cure the default. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

(B). Indemnification

The Provider shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Subscriber, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Provider, or its employees or agents, in the course of the operations of this Contract.

C). Provider's Insurance

The Provider agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Agreement.

(D). Assignment

In the event that Provider transfers authority of the Facility covered by this agreement, there shall be acknowledgment by the Subscriber to the assignment of this Agreement.

(E). Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

(F). Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

(G). Governing Law

This Agreement is executed and entered into in the State of Texas, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Texas.

(H). No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to any party not a signatory hereto.

(I). Exclusivity and Right of First Refusal

In consideration of compensation and services provided herein, Subscriber grants to Provider exclusive rights to install and maintain telephones and/or inmate communications systems within its building or on its private property (Location) during the term of this Agreement. The Provider and Subscriber have agreed upon specific rates for inmate collect, debit and prepaid collect calls, video visitation sessions, as well as ancillary inmate communications technologies as described in **Attachment A – Rates, Fees and Commissions** of this Agreement. Except for existing third-party vendors and only until such third-party vendor's contract expires, Subscriber will not allow any products or services that compete with those supplied by Provider during the term of this Agreement to be, or to remain, installed at Subscriber facility, including present and future Subscriber facilities. Provider will have the exclusive right to provide the products and services implemented at Subscriber facility through this Agreement, including any renewals / extensions, and those other inmate communications, educational or entertainment products or services, kiosk services, inmate banking services, tablets, video visitation, inmate electronic messaging, inmate electronic mail, sought by Subscriber during the term of this Agreement, whether the products or services are for inmates located at Subscriber facility or at third-party facilities; provided, however, that Provider may choose not to exercise this exclusive right.

(J). Circumstances Uncontrollable by Provider

Provider reserves the right to renegotiate or terminate this Agreement upon thirty (30) days written notice if circumstances outside our control related to the Facilities including, without limitation, changes in rates, regulations, or operations mandated by law; reduction in inmate population or capacity; changes in jail policy or economic conditions; acts of God; actions taken by the facility that negatively impact the Provider's business, however, Provider shall not unreasonably exercise such right. Subscriber acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time to time and nothing contained herein shall restrict Provider from taking any steps necessary to perform in compliance.

(K). Suspension of Unused Applications

For licensed products licensed as part of the ITS and VVS System, if not accessed / used within any 90-day period, Provider reserves the right to disable such applications and only re-enable such applications when requested.

(L) Change of Platform

In the event either party deems it necessary to change ITS or VVS platforms, both parties will mutually agree upon the rates and associated fees before changes are made.

(M). Internet Connection

Subscriber will provide Internet for the system and services indicated in this agreement. Subscriber will provide a Wi-Fi Network for the system and services if deemed necessary for future applications.

SUBSCRIBER

 Signature
 Rosamaria Fuentes
 Print Name
 Jail Administrator
 Title
 2/13/23
 Date

PROVIDER
 Signature
 William R. Bartula
 Print Name
 President
 Title
 Date

**ATTACHMENT A
 SERVICES PROVIDED, RATES, FEES AND COMMISSIONS**

Services Provided:	Minimum Quantity
Voice Phones	To Be Determined. Replace existing at minimum.
Inmate Kiosks	0
Public Visitation Kiosks	0
*** Provider agrees to add kiosks or tablets anytime during the duration of this agreement. ***	
Calling Rates	Per Minute
Domestic Phone Calls	\$0.20
Mexico Phone Calls	\$0.25
All Other International Phone Calls	\$0.35
*** Calling rates exclude any necessary local, state, and federal tax, federal tax recovery fees, and universal service fund fees, which will be collected on a per call and time of call basis. ***	
Kiosk Rates:	Per Megabyte
Video App (Remote)	\$0.30
Video App (Local)	\$0.00
Mail App	\$0.30
Revenue Share:	Rate
Phone Calls	40%
Video App (Remote)	20%
Mail App	20%
ITS Customer Fees	Fee
Live Operator Transaction Fee Phone System- Plus Sales Tax	\$5.95
Automated Operator Transaction Fee Phone System- Plus Sales Tax	\$3.00
Web Transaction Fee Phone System- Plus Sales Tax	\$3.00
VVS Customer Fees (Load Fees):	Per Transaction
Connection Fee	\$0.00
Convenience Fee	\$2.99
Credit Card Processing Fee	5% of Amount Purchased

Subscriber Initials: 
 Date: 02/13/23

Provider Initials: _____
 Date: _____



410 W. 19th Street
Clifton, TX 76634
254-708-0087

Inmate Communications Service Agreement First Amendment

This Agreement Amendment (hereinafter "Amendment") is by and between the Terrell County Sheriff's Office ("Subscriber") and Crown Correctional Telephone, Inc. ("Provider") and is subject to and governed by the current agreement for inmate communications services ("Agreement") between Subscriber and Provider. Its terms are effective on or about June 12, 2023, and this Amendment will be coextensive with the original agreement dated and signed on or about February 27, 2023.

1. Whereas the Provider offered an Inmate Communications service upon the initial agreement but has since started utilizing another Vendor platform. The Subscriber and Provider agree to install the new Vendor platform, which was not available at the time of the original Agreement. The agreed upon service is sold in a data format vs. a traditional per minute rate requiring a change in rates and fees in the original Agreement.
2. Both Provider and Subscriber agree that future platforms may be sold in a per-minute or per-megabyte rate and changes in Vendor platforms can occur upon mutual agreement between Provider and Subscriber.
3. Rates and Fees shall be modified as follows:

Calling Rates	Per Megabyte
Cidnet Voice	\$0.30
ITS Customer Fees	Per Transaction
Connection Fee	\$0.00
Convenience Fee	\$2.99
Credit Card Processing Fee	5% of Amount Purchased

CUSTOMER

Terrell County Sheriff's Office
105 E. Hackberry Street
Sanderson, TX 79848

Signature

Print Name

Title

Date

VENDOR

Crown Correctional Telephone, Inc.
410 W. 19th Street
Clifton, TX 76634

Signature

Print Name

Title

Date



STERLING
Commissary, LLC

New Communications Install Checklist

To Be Completed by Sales Point of Contact

Sales Point of Contact: Thomas Oliver

Services Being Provided i.e. Phones/ Kiosks/ Tablets: Phones

Vendor for Services Provided (Cidnet, NCIC, etc.): NCIC

Services in Place Being Replaced from Another Vendor:

Services That Will be New at Facility: Phones & Commissary

Current Commissary Vendor: N/A

Currently Using Debit Data/ Phone Time? N/A

Is Facility Selling Calling Cards/ Data? No

Phone On/ Off Schedule: (example, 8am-9pm) ~~M-F Monday~~

Sunday - Thursday 7a-10p
Friday & Saturday 7a-11p

Free Calls in Booking? If so, Number of Free Calls and Free Call Length:

72 calls - 5 minutes

Free Calls Recorded by PIN? Yes

* Normal Call Length: 15-20 minutes

* Phone/ Kiosk PIN Required? Yes

* TTY/TDD or VRS Calls Needed? No

Services Staying with Incumbent Vendor(s): N/A

Known Equipment Needs:

Facility Shipping Address: 105 E. Hackberry St, Sanderson, TX 79848

Billing Address if Different: N/A

* Facility Bed Count and ADP: 7 regular 1 holding

Facility Jail Administrator Name, Email, Phone Number: Rosamaria Fuentes,
rfuentes@co.terrell.tx.us, 432-345-2525

Facility IT Contact, Email, Phone Number: Mark Bracken, brackenm@saic.com,
615-973-3300

Incumbent Inmate Kiosk/ Phone Provider- Contact if Known: N/A



STERLING
Commissary, LLC

- * Jail Management Software (JMS) Company: *Idemia*
- * Does Facility Currently Have JMS Integration? *NO*

Additional Notes:

To Be Completed by Director of Sales

Date New Contract Countersigned and Returned to Agency:

2/27/2023

Date Contract and Commission Sheets Updated: *2/27/2023*

Will Network be Shared? YES

If Applicable, Internet Ordered Date and Company: NA

Shared Internet Company and Contact:

Crown or Sterling Contract: *Crown*

Equipment Order Details:

Facility Training Details:

Date New Site Commission Form to Company President:

Install Scheduled Date:

Projected Go Live Date:

Provisioning Forms Submitted Date:

Facility Training Scheduled Date:

Training Completed By:

Training Notes:

Platform Set Up By:

Sterling Commissary, LLC agreement for Inmate Commissary Services - Commissioner Serna motioned to approve the Sterling Commissary, LLC agreement for Inmate Commissary Services. Commissioner Chavez seconded the motion calling for a vote; all members answered "aye," and the motion carried.

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**STERLING COMMISSARY, LLC
INMATE COMMISSARY AGREEMENT**

This is a Service Agreement by and between Sterling Commissary, LLC, with a place of business at 410 W. 19th Street, Clifton, TX 76634 hereinafter called "Operator" and Terrell County Sheriff's Office with a place of business at 105 E. Hackberry Street, Sanderson, TX 79848 hereinafter called "Client".

WITNESSETH:

In consideration of the mutual promises and obligations hereinafter set forth to be performed and observed by each of the parties, the parties hereby covenant and agree as follows:

1. Client does hereby grant to Operator the exclusive right to sell candy, snacks, pastry, beverages, miscellaneous items, clothing, personal hygiene items and food products through Operator's Inmate Commissary Program at Client's facility located within the Terrell County Jail for a term of five (5) Years beginning on March 1, 2023. This Agreement shall automatically renew one (1) month periods commencing on the Expiration Date, unless either party delivers written notice to the other indicating its desire not to renew at least 60 days prior to the Expiration Date of the original term or during any renewal term.
2. During said term, or any renewal thereof:
 - a. Operator shall install hardware and software that is furnished by Operator at no cost to the Client. This will include one inmate banking software server, one dual tray check printer, and one barcode scanner for debit card release. Client agrees to accept the equipment and furnish adequate space, utilities and utility outlets in such locations as mutually agreed upon by both parties.
 - b. Operator will license, repair and service all equipment on a timely basis at its sole cost and expense. Operator will update software as needed or available. Operator will provide up to 4 hours per month of additional training and software work.
 - c. Client will have the right to review and audit the records of Operator's sales at any of their facilities at any reasonable time on a normal business day with a 5-day advanced notice to the Operator.
 - d. Operator shall be responsible for the determination of selling prices which are subject to review and approval by Client. Client shall be responsible for the determination of the products available in client's facility. Operator agrees to pay Client 15% of the gross revenue for use by the Sheriff's Office to provide amenities for the inmates, excluding sales/use tax and non-commissionable items. Commissions are not paid on stamps, pre-stamped envelopes, telephone card sales, and any indigent products. It is the Client's responsibility to pay all invoices upon receipt.
 - e. Client is responsible for any loss or damage to equipment resulting from vandalism, theft, or abuse.
 - f. Client will provide LAN IP connections at no charge to the Operator.
 - g. Client shall be solely responsible for the management and operation of the inmate banking software program and inmate commissary program at Client's facility. All persons employed by Operator shall be employees of the Operator and neither the Client nor any agent or employee of the Client shall be or be deemed an employee of the Operator. Client shall be solely responsible for collection of cash and coins from inmate's property and person.

- h. All equipment and products shall at all times remain the property of the Operator until the point of sale. Operator shall remove equipment and software promptly upon expiration or termination of the Agreement. The data from the software is the property of the Client and will be returned to Client once removed from hardware.
- i. Operator will assume full liability for payment of all sales, use or other taxes on all sales from the Inmate commissary program. Client shall allow no liens to be placed against the Operators property resulting from Client's failure to perform all of its obligations.
- j. Operator shall comply with all laws, regulations, codes and rules of proper governmental authority in connection with installation, maintenance, and use of its inmate commissary program while in the Client's premises and further agrees to procure all licenses and to pay all fees and other charges, which may be required by such laws, regulations, codes and rules.

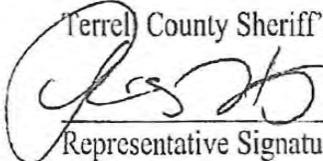
Cancellation:

- a. In the event that Operator shall default in the payment of any commissions due hereunder or in the performance of any of its obligations hereunder, and such default shall not be cured by Operator within sixty (60) days after receipt by Operator of a written notice sent by certified or registered mail from Client specifying such default, then and in that event and for so long thereafter as such default shall not be cured, Client may terminate this Agreement by sending to Operator by certified or registered mail, a written notice of such termination, specifying the termination date of which shall be no less than sixty (60) days after the date of which such notice shall be received by Operator.
3. Operator shall maintain full service to the Client's facilities up to the actual date of termination by either party.
 4. This Agreement shall become effective on March 1, 2023, and shall remain in effect for the said period as specified in paragraph 1.
 5. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous communications, representations, understandings and agreements, oral or written between the parties. This Agreement is binding on Operator's and Client's respective assignees and successors.
 6. The parties to this Agreement shall not be liable for failure to perform its part or obligation when the failure is caused by fire, flood, strikes, industrial disturbances, inevitable accident, war, riots, insurrection, or similar occurrences.
 7. This Agreement shall be construed, and legal relationships between the parties thereto, shall be determined in accordance with the laws of Texas.
 8. Operator shall indemnify, save, protect, and hold Terrell County and the Office of the Sheriff from and against any and all claims, liabilities, damages, judgments or actions, arising from the services and products provided by Operator under the Agreement.
 9. All notices required by the term of this Agreement to be sent to the other party shall be in writing and forwarded by certified mail addressed as follows:

Client: Terrell County Sheriff's Office
 105 E. Hackberry Street
 Sanderson, TX 79848

Operator: Sterling Commissary, LLC
 410 W. 19th Street
 Clifton, TX 76634

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

Terrell County Sheriff's Office

 Representative Signature
Rosamaria Fuentes
 Representative Printed Name
Jail Administrator
 Representative Title
2/13/2023
 Date

Sterling Commissary, LLC
 Representative Signature
 Representative Printed Name
 Representative Title
 Date

ATTACHMENT A
SERVICES PROVIDED, FEES AND COMMISSIONS

Services Provided:	Quantity
Dual Tray Printer	1
Database Server	1
Barcode Scanner for Debit Card Release	1
Costs To Client	
Release Debit Cards	\$0.00
Checks (Start Up Checks Free)	At Cost
Customer Minimum Transaction/ Transfer Fees:	
Credit Card Transaction Fee (Online)	Per Transaction 10% of Charge (\$3.50 minimum)
Phone Debit Time Purchase Per Transfer (No fee for transfer upon release)	\$1.00
Commissions:	
Commissary	Rate 15%

Client Initials RJ
 Date 2/13/23

Operator Initials _____
 Date _____



STERLING
Commissary, LLC

New Commissary Account Checklist

To Be Completed by Sales Point of Contact

Sales Point of Contact: Thomas Oliver

Facility Name: Terrell County Jail

Facility Shipping Address: 105 E. Hackberry Street, Sanderson, TX

79848

Facility Billing Address if Different:

* Facility Bed Count and Average Daily Population: 7 regular 1 holding Average-3-4

Facility Jail Administrator, Email, and Phone Number: Rosamaria Fuentes, rfuentes@co.terrell.tx.us, 432-345-2525

Facility IT Contact, Email and Phone Number: Mark Bracken, brackenm@saic.com, 615-973-3300

Inmate Phone Provider and Contact if Known: Crown Correctional

Telephone

* Jail Management Software (JMS) Company: Idemia

* Current JMS Integration? No

Is Facility Utilizing New or Old Bank Account? New

Date Tech Friends and Rapid Financial Paperwork to Director of

Sales:

Date Menu Forwarded to Facility for Completion:

* Is Facility Interested in Snack Packs? Yes

Date Snack Pack Menu Forwarded to Facility for Completion:

Is Facility Interested in Indigent/ Booking Kits?

* Is Facility Interested in On-Line Commissary Sales? Yes

* Weekly Spending Limit: \$75.00

Is Cabling Needed for Lobby Teller? N/A

Server Room Location and Description for Commissary Server:

Mechanical Room

Additional Notes:

Senate Bill (SB) 22, Sheriff Cleveland – Sheriff Cleveland informed the Commissioners that Senate Bill 22 is for law enforcement and they will be receiving a lump sum of \$250,000.00. Senate Bill 22 is a **grant program** that provides financial assistance to qualified sheriff’s offices, constable’s offices, and prosecutor’s offices in rural counties. Senate Bill has set the base pay for Jailers \$40,000.00, Deputies \$45,000.00, and the Sheriff \$75,000.00. No Action.

Fees for Civil Services by the Sheriff and Constable for 2024. Commissioner Serna motioned to approve the Sheriff’s request to keep the fees the same for 2024. Commissioner Chavez seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

Sherriffs’ and Constables’ Fees 2024 – Terrell County

Subpoenas	\$ 75.00
Summons	\$ 75.00
Writ of Attachment	\$ 75.00
Writ of Garnishment	\$ 75.00
Writ of Sequestration	\$ 75.00
Orders of Sale	\$ 75.00
Writ of Possession	\$ 75.00
Forcible Detainer	\$ 75.00
Service Fees	
Small Claims Citation	\$ 75.00
Justice Court Citation	\$ 75.00
All Other Courts' Citations	\$ 75.00
Other Service Fees	
Citation by Posting	\$ 45.00
Certified Mail, Return Receipt	\$ 50.00

Texas DMV Imposition of Optional Fees for FY 2024 – Commissioner Johnson motioned to put the Child Safety Fee at \$1.50 and keep the other fees the same. Commissioner Chaves seconded the motion calling for a vote; all members answered “aye,” and the motion carried.



Texas Department
of Motor Vehicles

Imposition of Optional Fees Calendar Year (CY) 2024

INSTRUCTIONS: All counties must complete and return this form to the TxDMV via email to:
DMV_OptionalCountyFeeUpdates@TxDMV.gov

Please submit at your earliest convenience, but no later than **Friday, September 1, 2023.**

COUNTY NAME: TERRELL

SELECT ONLY ONE OPTION BELOW:

OPTION A – No change. This county will charge the same fees in CY 2024. 
Submit this form to TxDMV. A copy of a commissioners court order is NOT required.

OR

OPTION B – The commissioners court has approved fee changes for CY 2024.
Submit this form and a copy of the commissioners court order to TxDMV.
Enter amounts for each fee, even those that did not change. Enter zero (0), if necessary.
CY 2024 fees to be collected by your county:

Road and Bridge Fee:	\$ <u>10.00</u>
Child Safety Fee:	\$ <u>1.50</u>
Transportation Project Fee (applicable to Bexar, Brazos, Cameron, El Paso, Hidalgo and Webb counties only):	\$ <u>0</u>
Total fee amount to be collected in CY 2024:	\$ <u>11.50</u>

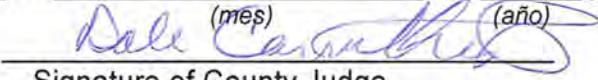
For **OPTION B**, submit this form and a copy of the court order to TxDMV.

We appreciate your response. Thank you.

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:
(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)
10 / 27 / 2023
(date)(fecha)

Issued this 14TH day of AUGUST, 20 23
(day) (month) (year)

(Emitida este día 14 de AGOSTO, 20 23)
(día) (mes) (año)


Signature of County Judge
(Firma del Juez del Condado)





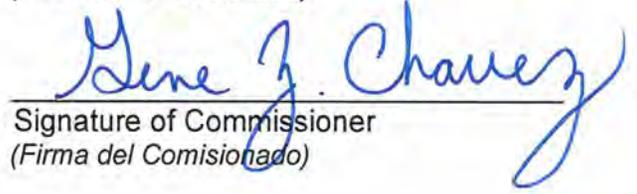
Signature of Commissioner
(Firma del Comisionado)



Signature of Commissioner
(Firma del Comisionado)



Signature of Commissioner
(Firma del Comisionado)



Signature of Commissioner
(Firma del Comisionado)

Appointing election judges and early voting ballot board for Special Constitutional Amendment election on November 7, 2023 – No Action

Combining election precincts for the Special Constitutional Amendment election to be held November 7, 2023 – No Action.

Order an Ordinance against the “Jake Brake” engine-exhaust braking system through town – Commissioner Johnson motioned to order an Ordinance against the “Jake Brake” engine-exhaust braking system through town. Commissioner Chavez seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

Terrell County, Texas Ordinance That would prohibit the use of an Engine Exhaust Braking System

ENGINE EXHAUST BRAKING.

Engine-exhaust braking prohibited. No person may use an engine-exhaust braking system while operating a motor vehicle upon the following portions of Texas Highway 90 and Texas Highway 285, situated within Terrell County, Texas:

a) Upon Texas Highway 285, beginning one (1) mile north of the intersection of Texas Highway 285 and Texas Highway 90, and ending as said intersection.

b) Upon Texas Highway 90, from 1 mile west of the intersection of Texas Highway 90 and Texas Highway 285 west end of Sanderson, to 2 miles east of the intersection of Texas Highway 90 and Texas Highway 285.

For the purpose of this ordinance, the term ENGINE-EXHAUST BRAKING SYSTEM means a braking device, commonly referred to as a “Jake Brake,” which converts diesel-engine power into an air compressor and when engaged operates to slow the vehicle, thereby causing an exhaust noise louder than the normal exhaust noise.

Penalty. Any person who violates or otherwise fails to comply with this Ordinance shall be fined, upon conviction, not less than Fifty Dollars (\$50) or more than Five Hundred Dollars (\$500), for each offense.

The Terrell County, Texas Justice of the Peace Court shall have jurisdiction to enforce this Ordinance.

This Ordinance shall take effect immediately upon being approved by the Terrell County, Texas Commissioners.

PASSED AND APPROVED this 14th day of August, 2023.

Dale Carruthers
Dale Carruthers
Terrell County Judge

Adam Johnson
Adam Johnson
Commissioner Pct. 1

Arnie Serna
Arnie Serna
Commissioner Pct. 3



Lupe Garza
Lupe Garza
Commissioner Pct. 2

Gene Chavez
Gene Chavez
Commissioner Pct. 4

Freezers evaluated by Service Technician – Two freezers not working properly. No Action.

Open Bank Accounts for Stone Garden (O.P.S.G.), Insurance Claim Fund, and Local Border Star Program (L.B.S.P.) by the Treasurer - Commissioner Serna motioned to approve the Treasurer to open bank accounts on Stone Garden (O.P.S.G.), Insurance Claim Fund, and Local Border Star Program (L.B.S.P.). Commissioner Garza seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

List of Bills, Ratify Bills, and Other Bills – Commissioner Johnson motioned to approve the list of bills, ratify bills, and other bills. Commissioner Serna seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

Bills	\$54,335.47
Ratify Bills	\$115,166.13
Unratified Bills	\$31,547.77
Other Bills	\$14,313.55

Commissioners court received an invoice from Gaylord Archival and Judge Carruthers emailed the company and told them this purchase was unauthorized and Terrell County is not responsible for the Invoice of \$733.59.

Payroll and Utility bills not yet received - Commissioner Serna motioned to approve payroll and utility bills not yet received. Commissioner Johnson seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

Payroll Pay date 07/14/2023	\$54,540.76
Payroll Pay date 07/28/2023	\$55,946.80

Amendments and Transfers – None. No Action.

Monthly Reports – Commissioner Serna motioned to approve the monthly reports. Commissioner Chavez seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

Sheriff’s Department – Sheriff Cleveland gave a verbal report
 Treasurer’s Investment Report and monthly report: Hon. Luevano reminded the court that Terrell County is running on low funds and to please be mindful of our situation.

General Fund:

Pecos County State Bank: \$14,108.72
 PCSB CD@ 1.76%: \$52,181.00
 TexPool INV. \$45,002.50
 Lonestar (First Public) INV. @ 4.5%: \$25,325.52
TOTAL: \$136,617.74

CEDAR GROVE CEMETERY:

Pecos County State Bank account: \$16,118.33
 Raymond James (Money Market): \$70,427.16
 Total \$86,545.49

Historical Commission:

\$6,498.28

Hotel Motel TAX:

\$38,653.78

Venue:

\$204,062.32

Visitor Center:

\$2652.57

EMS JRAC (GRANT)

\$711.84

AMERICAN RESCUE PROGRAM ACT FUND (A.R.P.A. GRANT)

	\$35,478.45
FIRE TRUCK MATCH	-7,500.00
AMBULANCE MATCH	-5,000.00
SR. CITIZENS BUILDING MATCH	-10,000.00
LIBRARY ADA GRANT MATCH	-750.00
INVOICES FOR	-1,211.50
REMAINING BALANCE OF ARPA FUNDS	11,016.95

SHERIFF’S OFFICE GRANT REIMBURSEMENT:

OPERATION LONE STAR (O.L.S. GRANT) \$0.00
 STONE GARDEN GRANT O.P.G. \$0.00
 LOCAL BORDER STAR PROGRAM (L.B.S.P. GRANT) \$0.00

Animal Control	Verbal from Sheriff Cleveland
Justice of the Peace	July (Both)
County & District Clerk	July
EMS	Verbal Stephanie
Road & Bridge	July
Senior Citizens Transportation	None

AgriLife Extension	July
Museum & Historical Commission	Verbal Beverly
Terrell County Library	July
Visitor Center	July
Sanitation	July
Clinic Report	July
Volunteer Fire Department	None
Airport Report	July
Food Pantry	July

Adjourn - Commissioner Serna motioned to adjourn. Commissioner Chavez seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

/s/ Raeline Thompson

Raeline Thompson, County Clerk, and Ex-officio Clerk
Terrell County Commissioners Court

ORDER TO APPROVE MINUTES OF REGULAR SESSION

The above and preceding minutes of the meeting held on August 14th, 2023, are now approved (as amended this _____ day of _____ 2023) as presented IN OPEN COURT this 11th day of September, AD, 2023.

_____ **Presiding Officer**

Attest: _____ **County Clerk**