

COMMISSIONERS COURT MINUTES, REGULAR SESSION, DECEMBER 11, 2023

The Terrell County Commissioners Court met on Monday, the 11<sup>th</sup> day of June 2023, at 9:00 A.M. in the commissioner’s courtroom of the county courthouse in 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
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Hon. Raeline Thompson	County and District Clerk
Pamela Blaylock	County Deputy Treasurer
Hon. Kenneth Bellah	County Attorney
Hon. Thaddeus Cleveland	County Sheriff

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** – Damon Harrison asked to have the minutes on the website and the Sanitation fees for the counties trash should be paid for by the county. Mary Fair asks if the dates of the minutes that are going to be accepted by Commissioners court be put on the agenda. Mr. Jonathan Fly spoke to commissioners’ court on behalf of Rebecca Luevano and that she would not be in court today. Alex Nash-Ford spoke on behalf of Andrea Chavez on the Food Pantry and that it is being reinstated and they are waiting for the re-establishment.

**Minutes from previous meetings** – Commissioner Johnson motioned to approve the minutes for October 10, 2023, Regular Session, November 13, 2023, Regular Session and the November 13, 2023, Special Session. Commissioner Garza seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

**Presentation from Ernesto Martinez from TAC for Terrell County Silver Choice Retiree Medical Program renewal** – Commissioner Johnson motioned to accept the renewal of the Terrell County Silver Choice Retiree Medical Program. Commissioner Chavez seconded the motion calling for a vote; all members answered “aye,” and the motion carried.



**Transamerica Life Insurance & Retiree RxCare  
2024 Renewal Notice and Benefit Confirmation**

**Group: Terrell County**

**Anniversary Date: 1/1/2024**

Below are the new renewal rates for TLIC medical and Retiree RxCare prescription drug coverages. Please initial and complete each section below. Authorized signature on the following page is required to confirm and accept your group's renewal. Email renewals to [CCS@county.org](mailto:CCS@county.org) by 9/30/2023.

**RETIREE MEDICAL**

Attained Age	Current Rates	New Rates Effective 1/1/2024
65 – 69	\$170.46	\$179.63
70 – 74	\$204.76	\$215.96
75 – 79	\$241.97	\$255.36
80 - 84	\$276.31	\$291.73
85 – 89	\$305.55	\$322.69
90+	\$319.51	\$337.48

\_\_\_\_\_ Initial to accept 2024 retiree medical rates  
 Add Manage My Health for an additional \$10 per retiree per month.

**RETIREE RXCARE - PRESCRIPTION PART D**

Current Rate	New Rate Effective 1/1/2024
\$209.43	\$213.62

\_\_\_\_\_ Initial to accept 2024 retiree prescription rate.

**BILLING AND CONTRIBUTION SCHEDULE**

**List Bill** – A monthly invoice will be sent directly to the designated billing contact.

- Group is responsible for collecting premiums from the retirees/spouses.
- Group is responsible for submitting payment in full directly to TLIC.
- Please indicate contribution amount paid per month below.

	Amount Group Pays	Amount Retiree Pays
Medical Premium	\$ _____	\$ _____
RX Premium	\$ _____	\$ _____

**CountyChoice Silver  
 Member Contact Designations  
 Terrell County**

**Contracting Authority:** As specified in the Interlocal Participation Agreement, each Member hereby designates and appoints a Contracting Authority of department head rank or above and agrees that TAC HEBP shall not be required to contact or provide notices to any other person. Further, any notice to, or agreement by, a Member's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member reserves the right to change its Contracting Authority from time to time by giving written notice to TAC HEBP. Please complete each category below:

Please list changes and/or corrections below.

**Name/Title:** Rebecca Luevano/Treasurer  
**Address:** PO Box 380  
 Sanderson, TX 79848  
**Phone:** 432-345-2992  
**Fax:** 432-345-2993  
**Email:** rluevano@co.terrell.tx.us

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**Primary Contact:** Main contact for daily matters pertaining to the retiree benefits.

Please list changes and/or corrections below.

**Name/Title:** Pam Blaylock/Treasure Deputy  
**Address:** 05 E Hackberry  
 Sanderson, TX 79848  
**Phone:** 4323452992  
**Fax:** 4323452993  
**Email:** p.blaylock@co.terrell.tx.us  
 \*HIPAA Secure Fax\*

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**Billing Contact:** Responsible for receiving all invoices relating to retiree benefits. (Not applicable if Direct Bill)

Please list changes and/or corrections below.

**Name/Title:**  
**Address:**  
**Phone:**  
**Fax:**  
**Email:**

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\_\_\_\_\_  
 Signature of County Judge or Contracting Authority

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Please PRINT Name and Title

**Retiree Medical Insurance Plan Summary of Benefits**

Underwritten by: Transamerica Premier Life Insurance Company

**Calendar Year Deductible:** Part B Deductible  
**Office Visit Copay:** \$20

**MEDICARE (PART A) - HOSPITAL SERVICES - PER BENEFIT PERIOD\***

Services	Medicare Pays	Plan Pays	You Pay
<b>HOSPITAL CONFINEMENT BENEFIT*</b>			
Semiprivate room and board, general nursing and miscellaneous services and supplies:			
First 60 days	All but Part A Deductible	Part A Deductible	\$0
61 <sup>st</sup> through 90 <sup>th</sup> day	All but Part A Coinsurance	Part A Coinsurance	\$0
91 <sup>st</sup> through 150 <sup>th</sup> day (While using 60 lifetime reserve days)	All but Part A Coinsurance	Part A Coinsurance	\$0
Once Lifetime Reserve days are used:			
Additional 365 days:	\$0	100% of Medicare Eligible Expenses	\$0
Beyond the Additional 365 days	\$0	\$0	All costs
<b>SKILLED NURSING FACILITY CARE*</b>			
You must meet Medicare's requirements, including having been in a hospital for at least 3 days and entered a Medicare-approved facility within 30 days after leaving the hospital:			

First 20 days	All approved amounts	\$0	\$0
21st through 100th day	All but Part A Coinsurance	Part A Coinsurance	\$0
101st day and after	\$0	\$0	All costs
<b>BLOOD DEDUCTIBLE – Hospital Confinement and Out-Patient Medical Expense</b> When furnished by a hospital or skilled nursing facility during a covered stay.			
First 3 pints	\$0	3 pints	\$0
Additional amounts	100%	\$0	\$0
<b>HOSPICE CARE</b>			
Available as long as your doctor certifies you are terminally ill and you elect to receive these services.	All but very limited coinsurance for outpatient drugs and inpatient respite care	\$0	Balance

### Retiree Medical Insurance Plan Summary of Benefits

Underwritten by: Transamerica Premier Life Insurance Company

#### MEDICARE (PART B) - MEDICAL SERVICES - PER CALENDAR YEAR

Services	Medicare Pays	Plan Pays	You Pay
<b>OUT-PATIENT MEDICAL EXPENSES - - In or Out of the Hospital and Out-Patient Hospital Treatment,</b> such as Physician's services, inpatient and outpatient medical and surgical services and supplies, physical and speech therapy, diagnostic tests, durable medical equipment:			
Medicare Part B Deductible: First Dollars of Medicare-approved amounts**	\$0	\$0	Part B Deductible
Additional Medicare-approved amounts	80%	20%	\$0
Office Visit Copay	\$0	\$0	\$20
Part B Excess Charges (Above Medicare Approve Amounts)	\$0	100%	0%
<b>BLOOD</b>			
First 3 pints	\$0	All costs	\$0
Next Dollars of Medicare Approved Amounts**	\$0	\$0	Part B Deductible
Additional Medicare-approved amounts	80%	20%	\$0
<b>CLINICAL LABORATORY SERVICES</b>			
Blood tests for Diagnostic Services	100%	\$0	\$0

### Retiree Medical Insurance Plan Summary of Benefits

Underwritten by: Transamerica Premier Life Insurance Company

#### MEDICARE PARTS A & B

Services	Medicare Pays	Plan Pays	You Pay
<b>HOME HEALTH CARE – Medicare Approved Services:</b>			
Medically necessary skilled care services and medical supplies	100%	\$0	\$0
<b>DURABLE MEDICAL EQUIPMENT</b>			
First Dollars of Medicare Approved Amounts*	\$0	\$0	Part B Deductible
Additional Medicare-approved amounts	80%	20%	\$0

**OTHER BENEFITS NOT COVERED BY MEDICARE**

Services	Medicare Pays	Plan Pays	You Pay
<b>FOREIGN TRAVEL - Medically necessary emergency care services beginning during the first 60 days of each trip outside the USA:</b>			
First \$250 each calendar year	\$0	\$0	<b>\$250</b>
Remainder of charges	\$0	80% to a lifetime maximum of \$50,000	20% and amounts over the \$50,000 lifetime max

\*A benefit period begins on the first day you receive service as an inpatient in a hospital and ends after you have been out of the hospital and have not received skilled care in any other facility for 60 days in a row.

\*\*Once you have been billed the first dollars of Medicare-Approved amounts for covered services (which are noted with two asterisks), your Medicare Part B Deductible will have been met for the calendar year.

*Benefits are paid only for those expenses which have been approved as eligible by the federal Medicare program.*

*Benefits will not be paid for any expenses which are not determined to be Medicare Eligible Expenses by the Federal Medicare Program or its administrators, except as otherwise specified.*

*This policy's renewability, cancellability and termination provisions are at the option of the group policy holder except in cases of non-payment of premium*

*The summary of program benefits described herein is for illustrative purposes only. In case of differences or errors, the Group Policy governs.*



**2024 Prescription Drug Benefit Medicare Part D 5-Tier Plan**

January 1, 2024 – December 31, 2024

**Prescription Drug Benefits**

**Deductible and Limits on How Much You Pay for Covered Services**

**Annual Deductible**

There is no deductible for Retiree RxCare. You begin in the Initial Coverage Stage when you fill your first prescription of the year.

**Initial Coverage**

You pay the following until your total yearly drug costs reach \$5,030. Total yearly drug costs are the total drug costs paid by both you and our Part D plan. You may get your drugs at network retail pharmacies and mail order pharmacies.

Tier	30 Day Retail Pharmacy Copay	90 Day Retail Pharmacy or Mail Order Copay
Tier 1	\$10	\$20
Tier 2	\$15	\$30
Tier 3	\$30	\$60
Tier 4	\$60	\$120
Tier 5	25%	25%

If you reside in a long-term care facility, you pay the same as at a retail pharmacy.

### Coverage Gap

Most Medicare drug plans have a coverage gap (also called the “donut hole”). This means that there may be a temporary change in what you will pay for your drugs. The coverage gap begins after the total yearly drug cost (including what our plan has paid and what you have paid) reaches \$5,030.

With Retiree RxCare, after you enter the coverage gap, you will continue to pay your Initial Coverage Stage copayment amount for covered drugs until your costs total \$8,000, which is the end of the coverage gap. Not everyone will enter the coverage gap.

### Catastrophic Coverage

After your yearly out-of-pocket drug costs (including drugs purchased through your retail pharmacy and through mail order) reach \$8,000.

- You pay:
  - \$0

**Contract for Appraisal Services for Tax Years 2024 & 2025** – Commissioner Johnson motioned to approve the Contract for Appraisal Services for Tax Years 2024 & 2024. Commissioner Serna seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

**Appoint two members from Commissioner Court to serve on the Terrell County Appraisal District Board of Directors for a two-year term beginning January 1, 2024** – Commissioner Serna motioned to Appoint Commissioner Adam Johnson and County Judge Dale Lynn Carruthers to serve on the Terrell County Appraisal District Board of Directors for a two-year term beginning January 1, 2024. Commissioner Johnson abstained. Commissioner Garza seconded the motion calling for a vote; three members answered “aye,” and the motion carried.

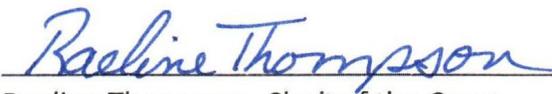
#### COUNTY OF TERRELL

#### APPOINTMENT OF APPRAISAL DISTRICT BOARD OF DIRECTORS

WHEREAS, Pursuant to §6.03 Texas Property Tax Code and Terrell CAD Local Policy 1210 Terrell County is entitled to appoint 2 members from its membership to serve on the Terrell County Appraisal District Board of Directors in November or December of odd numbered years for two {2} year terms beginning in the ensuing even numbered year;

WHEREAS, the Terrell County Commissioners Court is desirous of appointing the two (2) members from its membership serve on the board of directors as required;

NOW THEREFORE, Terrell County Commissioners Court by official action as recorded in the Official Minutes of the court has appointed Dale Lynn Carruthers and Adam Johnson from their membership to serve a two (2) year term beginning on January 1, 2024.

  
Raeline Thompson, Clerk of the Court



**Nominate one individual to serve as the At-Large Member on the Terrell County District Board of Directors for a two-year term beginning on January 1, 2024 – No Action.**

**Reimbursement to the Texas Comptroller of Public Accounts for the overpayment of \$6,459.00 from the local sales and use taxes that were overpaid to Terrell County for items that were nontaxable –** Commissioner Johnson motioned to pay the full amount of \$6,459.00 to avoid paying 2% interest. Commissioner Serna seconded the motion calling for a vote; all members answered “aye,” and the motion carried.



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

November 1, 2023

Treasurer  
Terrell County  
PO Box 380  
Sanderson, TX 79848-0380

Dear Treasurer:

This letter is to notify you that Terrell County was previously overpaid \$6,459.09 in local sales and use taxes. A taxpayer accrued local taxes in error on items later determined by our auditors to be nontaxable. Since the taxpayer was given credit during the audited period, the local taxes must now be repaid to the State.

The options to repay the overpaid amount are as follows:

- 1) Full reimbursement by one-time ACH deposit or check\* (if deposit, contact me for banking instructions).
- 2) Apply all monthly collections to the overpaid amount until the amount has been repaid, or
- 3) Enter into a 40- month payback agreement where a monthly deduction of \$161.00 will be deducted for 39 months with a final deduction of \$180.09. The deduction would start the month after we receive your response or two months after the date of this letter if we do not receive a response. Additionally, future significant audit payments or one-time payments may be applied toward the repayment amount to reduce the length of the payback and notifications of those applications will be sent as they occur.

No fees of any type will be assessed on the payback amount.

\*If you choose option 1, whether full reimbursement by one-time check or deposit, the payback amount should be adjusted by the 2% service fee. Multiply the payback amount by 2% (.02), subtract the 2% amount from the payback amount, then pay the adjusted amount.

Please mark an X in the applicable box above for the option you wish to choose, have a county official sign at the bottom, and return this letter by email to [shirley.kaatz@cpa.texas.gov](mailto:shirley.kaatz@cpa.texas.gov) or by mail to the address given below.

If you have any questions or need additional information, you may call me toll free at (800) 531-5441, ext. 50550. My mailing address is PO Box 13528, Austin, TX, 78711 or my email is [shirley.kaatz@cpa.texas.gov](mailto:shirley.kaatz@cpa.texas.gov).

Sincerely,  
Shirley Kaatz  
Revenue Accounting Division  
Tax Allocation Section

Date December 11, 2023  
County Official Name Dale Carruthers  
Title County Judge  
Signature Dale Carruthers

**Interlocal Agreement made by and between Lubbock County, Texas acting through the Regional Public Defender for Capital Cases and Terrell County, Texas –** Commissioner Serna motioned to accept the Interlocal Agreement between Lubbock County, Texas and Terrell County, Texas with the fee of \$1000.00 for one year. Commissioner Johnson seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

## INTERLOCAL AGREEMENT

This interlocal agreement (the "Agreement") is made by and between the **REGIONAL PUBLIC DEFENDER OFFICE LOCAL GOVERNMENT CORPORATION** ("RPDO"), and **TERRELL COUNTY, TEXAS** ("Participant"), a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

### RECITALS

**WHEREAS**, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

**WHEREAS**, the RPDO is a public, non-profit corporation organized under Subchapter D, Chapter 431 of the Texas Transportation Code a "local government" pursuant to Section 791.003(4)(B) of the Texas Government Code and is authorized to participate on behalf of Lubbock County to oversee and provide defense services to indigent defendants in Lubbock County and other counties which enter into interlocal agreements with the RPDO to provide defense services; and

**WHEREAS**, Participant has a need for and desires the RPDO to provide defense services to indigent defendants in Terrell County, Texas outlined herein; and

**WHEREAS**, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

**WHEREAS**, the performance of this Agreement by RPDO and Participant will be in the common interest of the Parties;

**NOW, THEREFORE**, the Parties agree as follows:

### ARTICLE I PROGRAM

1.01 **Program Purpose and Term**. The Regional Public Defender for Capital Cases (the "RPDO"), funded in part by the Texas Indigent Defense Commission ("TIDC") Multi-Year Discretionary Grant Program Funds and in part by Program Participants, will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will be represented by the State Counsel for Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

A participating county's costs are based on several factors including: (i) funds received by the RPDO from the TIDC Multi-Year Discretionary Grant Program Funds; (ii) the participating county's population; (iii) the number of counties participating in the Program; (iv) a participating county's population as a percentage of the total population of all participating counties; and (iv) the average number of capital

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murder cases filed in the participating county (the average number of capital cases is based on the previous ten (10) years). The minimum cost per participating county shall be \$1,000.00. Attached hereto as Attachment 1 is each county's cost for participating in the Program.

The Interlocal Agreements shall become effective October 1, 2023 and continue through September 30, 2024. Thereafter, the agreements shall renew automatically on October 1<sup>st</sup> for one successive one-year term through September 30, 2025, unless terminated under this Agreement.

- 1.02 **Judges Authorized to Appoint RPDO.** The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within Participant's geographic boundaries to appoint the RPDO for the trial defense of a defendant in a death-eligible capital murder cases by completing and submitting to the RPDO the attached application (Attachment 2). In the event of a death-eligible capital murder case with multiple defendants, the trial court shall appoint the RPDO to only one eligible defendant. Any other attorneys appointed for other defendants in such case shall be at the Participant's expense.
- 1.03 **Duties and Responsibilities of the RPDO.** Subject to the terms and conditions outlined herein, the RPDO will represent qualifying defendants charged with the offense of capital murder (death-eligible) in all criminal proceedings directly related thereto from appointment through trial disposition. The RPDO does not represent defendants' post-conviction or in motions for new trial. The RPDO will exercise sole discretion as legal counsel in its representation of the defendant in compliance with the duties of a licensed attorney in the State of Texas and, as determined at the sole and absolute discretion of the RPDO: (i) the *Texas Disciplinary Rules of Professional Conduct*; (ii) the *State Bar of Texas Guidelines and Standards for Texas Capital Counsel*; (iii) the *Supplementary Guidelines and Standards for the Mitigation Function of Defense Teams in Texas Death Penalty Cases*; (iv) the *American Bar Association Guidelines for the Appointment and Performance of Defense Counsel in Death Penalty Cases*; (v) the *American Bar Association Supplementary Guidelines for the Mitigation Function of Defense Teams in Death Penalty Cases*; (vi) all applicable state statutes including but not limited to Article 26.044(j) of the Texas Code of Criminal Procedure; (vii) all state and federal case law applicable for the provision of effective assistance of counsel in death penalty cases; and (viii) any applicable case load management policies as may be adopted by the RPDO.
- 1.04 **Right to Audit.** The RPDO will conduct an annual audit that, upon written request, will be made available to the Participant. Participant may request and be provided with an opportunity to audit any relevant and non-confidential records of the RPDO directly related to Participant's agreement with the RPDO that support the calculations of charges invoiced to the Participant under this Agreement. Such audits shall be conducted at Participant's sole cost and expense and under mutually acceptable terms at RPDO's premises in a manner that minimizes any interruption in the daily activities at such premises.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, Participant agrees to provide the RPDO information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases and the previous five fiscal years' data on the amount Participant paid for appointed counsel on capital murder cases, if available.
- 1.06 **Experts.** Participant will continue to incur the expense of experts as approved by the local court. Participant may be required to deposit funds with the RPDO as necessary to pay for the expense of experts as requested by the RPDO or required by the district court with jurisdiction over the applicable capital murder case.
- 1.07 **Fact Investigators and Mitigation Specialists.** The RPDO will provide a fact investigator and mitigation specialist to cases assigned to the RPDO office.

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- 1.08 **No other Costs Incurred.** Neither the TIDC nor the RPDO will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by Participant.

## **ARTICLE II** **OTHER TERMS AND CONDITIONS**

- 2.01 **Notice and Addresses.** Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person, by e-mail with delivery confirmation; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described:

If to RPDO:

Edward Ray Keith Jr.  
Chief Public Defender  
Regional Public Defender for Capital Cases  
PO Box 2097  
Lubbock, Texas 79408  
E-Mail: [rkeith@rpdo.org](mailto:rkeith@rpdo.org)

If to Participant:

Honorable Dale Carruthers County Judge  
Terrell County  
105 E. Hackberry  
Sanderson, Texas 79848  
E-Mail: [dale.carruthers@co.terrell.tx.us](mailto:dale.carruthers@co.terrell.tx.us)

- 2.02 **Governmental Function/No Waiver of Immunity.** The parties to this Agreement acknowledge that the services contracted for in this Agreement relate to the governmental functions of the Participant and the RPDO. Nothing in this Agreement shall be construed to impair or affect any sovereign or governmental immunity or official immunity enjoyed by or otherwise available to the Participant, the RPDO, or their respective officers and employees. No waiver of sovereign or official immunity, whether express or implied, is intended or made by this Agreement.
- 2.03 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.04 **Employee Status.** RPDO shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate its employees. RPDO's employees will not be considered, for any purpose, employees of Participant within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, health insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.
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- 2.05 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.06 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.07 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.08 **Severability.** In case any 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 and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.09 **Non-Appropriation.** RPDO and Participant recognize that any payments made for performance under this Agreement and any services provided shall be and are subject to the current revenues, staffing and allocated resources available to the respective party. The RPDO or the Participant executing this Agreement may terminate this Agreement, without incurring any liability to the other except to pay for any services already rendered, if funds, staffing or allocated resources are not appropriated or are insufficient to provide the services as determined by the respective governing bodies of the parties. In

such event, this Agreement shall terminate automatically on the last day of the then-current fiscal year or when the appropriation made for the then-current fiscal year for the services covered by this Agreement is spent, whichever occurs first.

2.10 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.

2.11 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.

2.12 **Withdrawal by Party.**

(a) **Voluntary Withdrawal.** Voluntary withdrawal by Participant from the Agreement shall occur upon the affirmative decision by Participant's Commissioners Court to withdraw from the Agreement and the withdrawing Participant giving at least one hundred and eighty (180) calendar days' notice in writing to the RPDO. The effective date of voluntary withdrawal shall be the last day of the applicable term of the Agreement after the one hundred and eighty (180) day notice provided by the withdrawing Participant.

(b) **Involuntary Withdrawal.** Participant shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the Participant to pay any cost-sharing payment by the due date, as provided in a notice to the Participant. Participant shall be given thirty (30) days written notice of non-payment by RPDO and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

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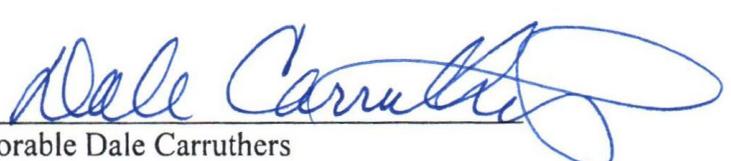
(c) In the event that Participant withdraws under (a) or (b) and the RPDO is representing an individual or individuals after having been appointed by a court in Participant's County, beginning on the effective date of the withdrawal, Participant shall be responsible for timely payment of \$250.00 per hour for the first chair attorney, \$200.00 per hour for the second chair attorney, \$125.00 per hour for the mitigation specialist and \$100.00 per hour for the investigator. Additionally, Participant shall also timely pay upon receipt and documentation all investigative costs incurred by the RPDO including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this 11<sup>th</sup> day of December, 2023

REGIONAL PUBLIC DEFENDER  
OFFICE LOCAL GOVERNMENT  
CORPORATION

COUNTY OF TERRELL

\_\_\_\_\_  
Board Chairman

  
\_\_\_\_\_  
Honorable Dale Carruthers  
County Judge

ATTEST:

ATTEST:

\_\_\_\_\_  
Board Secretary

  
\_\_\_\_\_  
County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Edward Ray Keith Jr.  
Chief Public Defender  
Regional Public Defender for Capital Cases

REVIEWED FOR FORM:

REVIEWED FOR FORM:

\_\_\_\_\_  
Matthew L. Wade  
Underwood Law Firm  
General Counsel

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Terrell County	1,000.00	1,000.00
Terry County	4,747.00	4,747.00
Throckmorton County	1,000.00	1,000.00

**Sheriff Department roll over of unused Vacation, Holidays, and PNE for one year** – Commissioner Johnson motioned to approve roll over the unused Vacation, Holidays, and PNE for one year in the Sheriff’s Department. Commissioner Serna seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

**Prohibit sales of Restricted Fireworks** – Commissioner Serna motioned to prohibit sales of restricted fireworks in Terrell County from December 20, 2023, through Midnight January 1, 2024. Commissioner Chavez seconded the motion calling for a vote; all members answered “aye,” and the motion carried.



**DECEMBER FIREWORKS PERIOD**

**(DECEMBER 20-MIDNIGHT, JANUARY 1)**

**DEADLINE TO ADOPT ORDER: DECEMBER 14, 2023**

Local Government Code, §352.051 authorizes the commissioners court to adopt an order regulating certain fireworks in the unincorporated areas of the county under drought conditions. **The statute provides that the order must be adopted before December 15 of each year for the December fireworks period.**

If your county is designated a drought area, and your court wishes to adopt such an order, action must be taken before the deadline. To determine whether your county is designated a drought area, please visit the Texas Interagency Coordination Center website at [tamu.edu/ticc/](http://tamu.edu/ticc/) or call the Texas Forest Service at (979) 458-7331. The Texas Forest Service has developed drought [weblinks](#) to assist your county in monitoring drought conditions more closely.

If the court decides to adopt an order, the order may prohibit or restrict the sale or use of “restricted fireworks”, which are defined as “skyrockets with sticks” as classified in 49 Code of Federal Regulations, § 173.100(r)(2) in effect on October 1, 1986 and as “missiles with fins.” A violation of the order is a Class C misdemeanor. Also, a citizen can file suit for an injunction to prevent a violation or threatened violation of the order. An order issued by your court based on a Texas Forest Service determination will expire when the Texas Forest Service finds that your county is no longer in a drought condition.

In addition, during the December fireworks season, the commissioners court may make a determination under Local Government Code §352.051(c) that conditions on rural acreage not under cultivation for at least 12 months are extremely hazardous for the danger of fire because of high grass or dry vegetation and adopt an order to prohibit or restrict the sale or use of restricted fireworks in specified areas of the county. An order issued by the commissioners court based on its determination of extreme hazard for the danger of fire will expire on the date established in the order.

Under Local Government Code § 352.051(f), the county may also designate one or more “safe” areas where the use of restricted fireworks is not prohibited. In determining if an area may be considered “safe” the court should take into account whether adequate public safety and fire protection services are provided to the area.

A sample order is provided on the following page. If your court decides to designate “safe” areas, the order will need to be modified to include appropriate language. A copy of Local Government Code §352.051, the portions of the Occupation Code that define and explain permitted and prohibited fireworks, and copies of the Federal regulations referenced in the state law are available online at [county.org/fireworks](http://county.org/fireworks). If you have any questions, please contact the Legal Department toll-free at (888) 275-8224.

**Commissioners’ Court met in closed meeting** – Came out of closed meeting at 10:25 a.m.

**Resignation of Rebecca Luevano as Terrell County Treasurer** – Commissioner Johnson motioned to accept the resignation of Rebecca Luevano as Terrell County Treasurer. Commissioner Garza seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

Terrell County Commissioners  
105 E. Hackberry Street  
Sanderson, TX 79848

December 5, 2023

I will be resigning as the Terrell County Treasurer. My last day in office will be December 11, 2023. The reason behind my resignation is due to personal reasons.

Thank you for the opportunity to serve Terrell County as your Terrell County Treasurer.

Sincerely,



Rebecca Luevano

No. \_\_\_\_\_  
FILED TIME 10:20 AM

DEC 06 2023

Raeline Thomas  
CLERK, COUNTY COURT, TERRELL CO., TEXAS  
BY: Veronica Adams DEPUTY

**Add Pamela Blaylock to all financial accounts and remove Rebecca Luevano from the financial accounts** – Commissioner Serna motioned to add Pamela Blaylock to all financial accounts with the Terrell County Judge overseeing and remove Rebecca Luevano from the financial accounts. Commissioner Garza seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

**Reapproving Bond for Pamela Blaylock** – Commissioner Serna motioned to reapprove the bond for Pamela Blaylock. Commissioner Chavez seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

**Authorize Pamela Blaylock Grant authorization for OOG and SOS** – Commissioner Chavez motioned to Authorize Pamela Blaylock Grant authorization for OOG and SOS. 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 Serna motioned to approve the list of bills, ratify bills, and other bills. Commissioner Johnson seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

<b>Bills</b>	\$
<b>Ratify Bills</b>	\$13,110.41
<b>Unratified Bills</b>	\$
<b>Other Bills</b>	\$

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

<b>Payroll Pay date</b>	\$
<b>Payroll Pay date</b>	\$

**Amendments and Transfers** – None. No Action.

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

Sheriff’s Department	Verbal Sheriff Cleveland
Treasurer’s Investment Report and monthly report - November	
Terrell County Treasurers Report NOVEMBER 2023	
General Fund: as of DEC 8,2023	
Pecos County State Bank: \$72,135.10	
TexPool INV: \$0.00	
Lonestar (First Public) INV.: \$611.88	
TOTAL: \$72,746.98	
CEDAR GROVE CEMETERY:	
Pecos County State Bank account: \$16,688.65	
Raymond James (Money Market): \$70,427.16	
TOTAL \$87,115.81	
Historical Commission:	
\$6,850.61	
Hotel Motel TAX:	
\$48,786.73	
Venue:	
\$258,962.18	
Visitor Center:	
\$3,095.31	
EMS JRAC (GRANT)	
\$34,571.36	
American Rescue Program Act Fund (A.R.P.A. GRANT)	
\$34,767.34	
SHERIFFS OFFICE GRANT REIMBURSEMENTS	
OPERATION LONE STAR (O.L.S. GRANT) \$0.00	
STONE GARDEN GRANT O.P.S.G. \$0.00	
LOCAL BORDER STAR PROGRAM (L.B.S.P. GRANT) \$0.00	

Animal Control	Verbal Alex Nash-Ford
Justice of the Peace	May (Both)
County & District Clerk	May

EMS	None
Road & Bridge	November
Senior Citizens Transportation	November
AgriLife Extension	Verbal - Alexandra
Museum & Historical Commission	None
Terrell County Library	None
Visitor Center	None
Sanitation	Verbal - Monique
Clinic Report	November
Volunteer Fire Department	None
Airport Report	November
Food Pantry	November

**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 December 11<sup>th</sup>, 2023, are now approved (as amended this \_\_\_\_\_ day of \_\_\_\_\_ 2023) as presented IN OPEN COURT this 8<sup>th</sup> day of January, AD, 2024.

*Dale Carruthers* Presiding Officer

Attest: *Raeline Thompson* County Clerk

