

# NOTICE OF SPECIAL MEETING

THE STATE OF TEXAS  
COUNTY OF SUTTON

**NOTICE** is hereby given that there will be a special meeting of the Commissioners' Court of Sutton County, Texas, to be held on **MONDAY, September 27, 2021, at 9:00 AM.**, in the meeting room of the Sutton County Annex, Sonora, Texas. **Subject of the meeting shall be examination, consideration and possible action of the below items:**

- Prayer
- Public Comment
- Accounts Payable
- Treasurer's Report
- Community Supervision Corrections Department Report
- Tax Assessor/Collector Report
- AirMedCare Agreement Ratification
- GrantWorks Contract
- Concho Valley Council of Governments Contract Amendment
- Civic Center Rental Fee Waiver: More the Merrier hosted by the Chamber of Commerce
- Order of Election: Constitutional Amendments, November 3, 2021
- Precinct Consolidation for Constitutional Amendments Election, November 3, 2021
- Advertisement for Construction of 40 x 60 Metal Building with attached 20 X 60 carport; Concrete Slab per metal building specifications; Rock Removal to subgrade per metal building specifications
- Advertisement for Annex, Courthouse, Library & Jail maintenance Supervisor
- Budget Workshop
- County Attorney Salary Scale modifications/additions
- 2021-2022 Budget Adoption
- Sutton County Cemetery Rules & Regulations Adoption
- Commissioners' Reports
- County Judge's Reports

\_\_\_\_\_ Call Executive Session:


For purposes permitted by Chapter 551, Open Meetings, Texas Government Code, Sections 551.0745. The Commissioners Court reserves the right to exercise its discretion and may convene in closed/executive session as authorized by the Texas Government Code 551.071, et seq, any of the items listed on its Formal or Briefing agendas.

**Subject: Personnel Matters**

\_\_\_\_\_ Adjourn

  
RACHEL CHAVEZ DURAN, Sutton County Judge

POSTED ON THE BULLETIN BOARD IN THE COURTHOUSE ANNEX and the SUTTON COUNTY WEB PAGE [www.co.sutton.tx.us](http://www.co.sutton.tx.us) this the 24<sup>th</sup> day of September 2021.

  
PAM THORP, Sutton County Clerk

By Alisha Snodgrass

**SUTTON COUNTY COMMISSIONERS COURT  
SPECIAL MEETING  
SEPTEMBER 27, 2021**

<b>FMFC FUND</b>			<b>CK#</b>
General Cash Sutton County	PR Reimbursement, WH/FICA, for September 13, 2021	\$	51320

**TOTAL \$ 15,445.67**

Line-item Transfer Amendment

Date: September 16, 2021

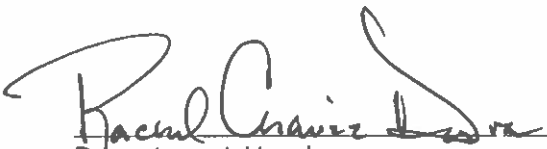
Honorable Commissioners Court of Sutton County:

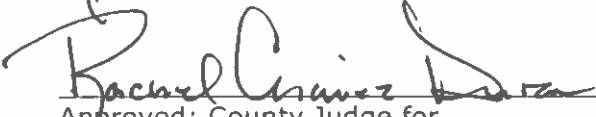
I submit to you for your consideration the following line-item transfers:

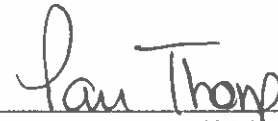
FUND	DEPT.	ACCOUNT	AMT.
From: <u>OTHER CT EXPENSES</u>	<u>DISTRICT COURT</u>	<u>10-5-435-4481</u>	<u>(\$2004.00)</u>
To: <u>SMART BENCH/REMOTE INTEG</u>	<u>DISTRICT COURT</u>	<u>10-5-435-4550</u>	<u>\$2004.00</u>

Reason: \_\_\_\_\_

\_\_\_\_\_

  
 Rachel Chavez  
 Department Head

  
 Approved: County Judge for  
 Commissioners Court

  
 Attest: County Clerk

9/27/21  
 Date

9/27/21  
 Date

  
 Maura Weingart-County Auditor

9-27-2021  
 Date

Line-item Transfer Amendment

Date: September 15, 2021


Honorable Commissioners Court of Sutton County:

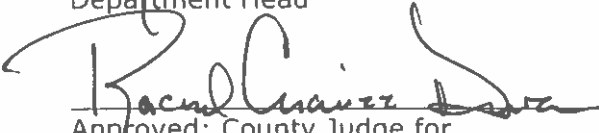
I submit to you for your consideration the following line-item transfers:

FUND	DEPT.	ACCOUNT	AMT.
From: <u>Computer</u>	<u>Co. Judge</u>	<u>10-5-400-5571</u>	<u>(\$1,220.00)</u>
To: <u>IT Services</u>	<u>Co. Judge</u>	<u>10-5-400-4865</u>	<u>\$1,020.00</u>
<u>Communication</u>	<u>Co. Judge</u>	<u>10-5-400-4200</u>	<u>\$200.00</u>

Reason: \_\_\_\_\_

\_\_\_\_\_

  
 \_\_\_\_\_  
 Department Head

  
 \_\_\_\_\_  
 Approved: County Judge for  
 Commissioners Court

  
 \_\_\_\_\_  
 Attest: County Clerk

9/27/21  
 \_\_\_\_\_  
 Date

9/27/21  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Maura Weingart-County Auditor

9-27-2021  
 \_\_\_\_\_  
 Date

Line-item Transfer Amendment

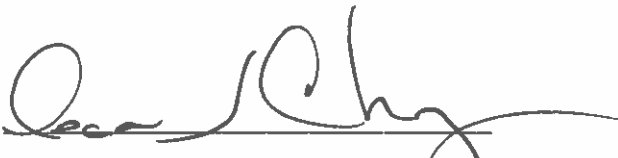
Date: 08/30/2021

Honorable Commissioners Court of Sutton County:

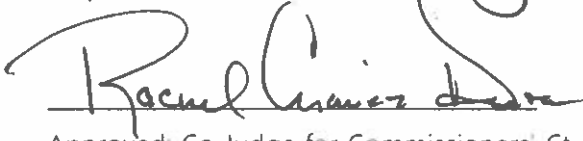
I submit to you for your consideration the following line-item transfers:

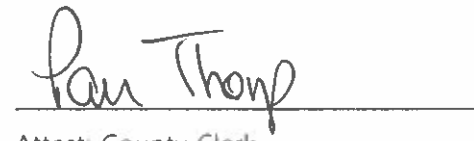
	FUND	DEPT.	ACCT.	AMT.
From:	Dues & Conventions	Jail	10-5-512-4800	\$560.00
To:	Equipment Repairs	Jail	10-5-512-4500	\$560.00

Reason: Update UNIT Premises System Mobile Handheld

  
Department Head

09/08/21  
Date



  
Attest: County Clerk

Approved: Co Judge for Commissioners' Ct

Attest: County Clerk

9/27/21

9/27/21

Date

Date



9-27-2021

Maura Weingart-County Auditor

Date

RECEIVED  
2021 SEP 08 PM 3:02  
CLERK

LINE-ITEM TRANSFER AMENDMENT

Date: 21 SEPTEMBER 2021

RECEIVED  
2021 SEP 22 PM 8 32

Honorable Commissioners Court of Sutton County:

I submit to you for your consideration the following line-item transfer(s):

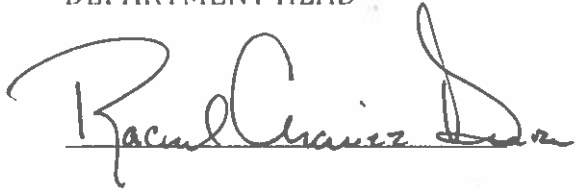
SO COUNTY AUDITOR

FUND	DEPT	ACCT	AMT
From: <u>COMPUTER</u>	<u>TAC</u>	<u>5571</u>	<u>\$ 500.00</u>
To: <u>OFFICE SUPPLIES</u>	<u>TAC</u>	<u>3100</u>	<u>\$ 500.00</u>

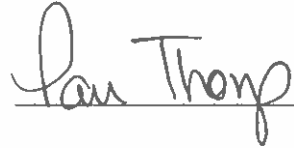
REASON: PRIVACY SCREENS FOR COMPUTERS



DEPARTMENT HEAD



APPROVED: COUNTY JUDGE for  
COMMISSIONERS COURT



ATTEST: COUNTY CLERK

9/27/21

DATE

9/27/21

DATE



MAURA WEINGART-COUNTY AUDITOR

9-27-2021

DATE

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	KAIJA VALKONEN	KAIJA VALKONEN:	R	0/00/0000		49.46CR	000000	
	I-081221-LOGO-SHTS	BLACKBURN ABSTRACT CO:	R	0/00/0000		8.00CR	000000	
	I-091321-RCPT105999	MARGARITA CORONADO:	R	0/00/0000		500.00CR	000000	
	I-6310,8674,8686	ELIENSNER PUPO VAZQUEZ:	R	0/00/0000		215.00CR	000000	
	I-DKT2021-141986	JACOB BROCK PEARSON:	R	0/00/0000		30.00CR	000000	802.46
	I-DKT2021-142354							
1030	ANDREW GRAVES	DIST CT APPOINTED ATTORNEY	R	0/00/0000		500.00CR	000000	500.00
	I-4525-4526-4527							
1043	AT&T MOBILITY	JP CELL SERVICE	R	0/00/0000		49.82CR	000000	
	I-4126-092021	SHERIFF CELL SERVICE	R	0/00/0000		607.75CR	000000	657.57
	I-4553-090121							
1048	BAKER & TAYLOR, INC.	LIBRARY BOOKS	R	0/00/0000		38.26CR	000000	38.26
	I-5017225738							
1050	BEN E KEITH-DFW	JAIL FOOD	R	0/00/0000		549.40CR	000000	
	I-10372869	JAIL FOOD	R	0/00/0000		821.01CR	000000	1,370.41
	I-10389527							
1054	PARKER LUMBER	CEMETERY IMPROVEMENTS	R	0/00/0000		335.16CR	000000	
	I-1261381	CEMETERY R/M SUPPLIES	R	0/00/0000		13.99CR	000000	
	I-1280699	JAIL FENCE	R	0/00/0000		48.95CR	000000	
	I-1314640	JAIL FENCE	R	0/00/0000		55.77CR	000000	
	I-1314658	CEMETERY R/M SUPPLIES	R	0/00/0000		86.40CR	000000	
	I-1323207-CEM	LIBRARY OPERATING SUPPLIES	R	0/00/0000		36.99CR	000000	577.26
	I-1338791							
1090	QUILL CORPORATION	LIBRARY OPERATING SUPPLIES	R	0/00/0000		35.17CR	000000	35.17
	I-19629150							
1161	FMFC FUND	CEM VEHICLE/EQUIPMENT FUEL	R	0/00/0000		93.08CR	000000	
	I-083121-CEMETERY	EXT AGENT VEHICLE FUEL	R	0/00/0000		228.28CR	000000	
	I-083121-EXTENSTON	PARK VEHICLE/EQUIPMENT FUEL	R	0/00/0000		200.72CR	000000	
	I-083121-PARK	STONEGARDEN VEHICLE FUEL	R	0/00/0000		80.08CR	000000	
	I-083121-SG	SHERIFF VEHICLE FUEL	R	0/00/0000		2,269.54CR	000000	
	I-083121-SHERIFF	JAIL FUEL FOR GENERATOR	R	0/00/0000		174.20CR	000000	3,045.90
	I-092121-JAIL GEN							
1171	FRONTIER COMMUNICATIONS	DRIVERS LICENSE OFFICE	R	0/00/0000		203.71CR	000000	203.71
	I-5693-090721							



VENDOR NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1174 GEORGE E SMITH ESTATE I-OCTOBER 2021	CSCD OFFICE RENT	R	0/00/0000		500.00CR	000000	500.00
1179 SONORA AIR COOL ENGINES I-4202	PARK REPAIR PART OLDER MOWER	R	0/00/0000		139.98CR	000000	139.98
1180 GREAT AMERICA LEASING CORP I-30015270 I-30027236	EXTENSION OFFICE COPIER LIBRARY COPIER	R	0/00/0000		223.10CR 240.74CR	000000 000000	463.84
1182 SONORA TIRE SERVICE I-88436	SHERIFF VEHICLE MAINTENANCE	R	0/00/0000		80.00CR	000000	80.00
1186 SOUTHWEST TEXAS ELECTRIC COOP I-3542001-082021	SHERIFF RADIO TOWER	R	0/00/0000		57.44CR	000000	57.44
1199 ICS I-W4744700	JAIL OPERATING SUPPLIES	R	0/00/0000		179.74CR	000000	179.74
1233 THE CITY OF SONORA I-01010600-083121 I-01014000-083121 I-89005501-083121 I-89007000-083121 I-89007300-083121 I-89007400-083121 I-89008000-083121 I-89008200-083121 I-JULY 2021	LIBRARY JAIL PARK SLAB CIVIC CENTER METAL YELLOW BUILDING PARK STORAGE BUILDING PARK RODEO CONCESSION STAND SENIOR CENTER EXPENSES	R	0/00/0000		142.81CR 424.75CR 213.57CR 333.37CR 108.45CR 43.41CR 268.28CR 152.02CR 3,560.49CR	000000 000000 000000 000000 000000 000000 000000 000000 000000	5,247.15
1240 K& J CONTROL, INC I-1132348	LIBRARY R/M SUPPLIES	R	0/00/0000		30.00CR	000000	30.00
1256 TOTAL OFFICE SOLUTION I-EA314465 I-EA319304 I-EA319547 I-EA320606 I-EA320608 I-EA320918 I-EA321545 I-EA321567 I-EA321691 I-EA321705	CO JUDGE OFFICE SUPPLIES CLERK OFFICE SUPPLIES CLERK OFFICE SUPPLIES TAX ASSESSOR OFFICE COPIER LIBRARY OPERATING SUPPLIES LIBRARY OPERATING SUPPLIES LIBRARY OPERATING SUPPLIES CO JUDGE OFFICE SUPPLIES LIBRARY OPERATING SUPPLIES TAX ASSESSOR OFFICE SUPPLIES	R	0/00/0000		103.50CR 158.04CR 62.10CR 61.72CR 204.61CR 139.51CR 375.07CR 216.98CR 85.82CR 508.24CR	000000 000000 000000 000000 000000 000000 000000 000000 000000 000000	1,915.59

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1263	LILLIAN M HUDSPETH I-SEPTEMBER 2021	EMS MONTHLY CONTRACT	R	0/00/0000		22,256.96CR	000000	22,256.96
1265	LONGHORN OFFICE PRODUCTS I-464955-0 I-464957-0 I-465200-0	TREASURER OFFICE SUPPLIES TAX ASSESSOR OFFICE SUPPLIES TAX ASSESSOR OFFICE SUPPLIES	R R R	0/00/0000 0/00/0000 0/00/0000		40.00CR 7.43CR 6.13CR	000000 000000 000000	53.56
1267	UNIFIRST HOLDINGS LP I-0310715 I-0310716 I-0310717 I-0310718	LIBRARY R/M SUPPLIES CIVIC CENTER R/M SUPPLIES JAIL R/M SUPPLIES JAIL R/M SUPPLIES	R R R R	0/00/0000 0/00/0000 0/00/0000 0/00/0000		13.30CR 61.15CR 27.37CR 49.62CR	000000 000000 000000 000000	151.44
1284	MCCREARY VESELKA BRAGG & ALLEN I-239986 I-239987	JP DEBT COLLECTION FEES JP DEBT COLLECTION FEES	R R	0/00/0000 0/00/0000		17,227.74CR 281.40CR	000000 000000	17,509.14
1290	WEST TEXAS GAS INC I-377730-082021 I-5095131-082021	LIBRARY JAIL	R R	0/00/0000 0/00/0000		30.00CR 130.85CR	000000 000000	160.85
1292	WEST TEXAS STEEL & SUPPLY INC I-537378	JAIL FENCE	R	0/00/0000		4,415.70CR	000000	4,415.70
1295	XEROX CORPORATION I-014301465	NONDEPT COPIER	R	0/00/0000		339.17CR	000000	339.17
1316	LOWES PAY AND SAVE I-119560-22172	JAIL FOOD	R	0/00/0000		133.26CR	000000	133.26
1321	SUTTON CO APPELLATE I-090121-091021	CO CLERK APPELLATE FEES	R	0/00/0000		5.00CR	000000	5.00
1364	BOB BROCKMAN I-TERRINGUA 091021	COMMISSIONER TRAVEL EXP	R	0/00/0000		768.11CR	000000	768.11
1377	PAMELA THORP I-ROUNDROCK 091021	CLERK TRAVEL EXPENSE	R	0/00/0000		1,008.21CR	000000	1,008.21
1378	KATHY MARSHALL I-092121-AMAZON	TAX ASSESSOR OFFICE SUPPLIES	R	0/00/0000		62.76CR	000000	62.76

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1385	GOVERNMENT FORMS & SUPPLIES	TREASURER OFFICE SUPPLIES	R	0/00/0000		51.16CR	000000	
	I-0329590	NONDEPT OTHER END OF YR SUPP	R	0/00/0000		95.01CR	000000	
	I-0329591	TREASURER OFFICE SUPPLIES	R	0/00/0000		214.75CR	000000	360.92
	I-0329676							
1386	SNIDER TECHNOLOGY	CLERK COMPUTER/SCANNERS	R	0/00/0000		1,339.99CR	000000	
	I-25368	COUNTY JUDGE PHONE CHANGES	R	0/00/0000		110.00CR	000000	
	I-25450	COUNTY JUDGE IT SERVICES	R	0/00/0000		200.00CR	000000	
	I-25633	COUNTY JUDGE NEW SCANNERS	R	0/00/0000		1,019.98CR	000000	
	I-25766	JP OFFICE IT SERVICES	R	0/00/0000		659.98CR	000000	
	I-25794	CSCD NEW COMPUTER	R	0/00/0000		1,398.95CR	000000	4,728.90
	I-QUOTE-AAAQ4061							
1409	SONORA MEDICAL CLINIC	JAIL INMATE MEDICAL FEES	R	0/00/0000		33.27CR	000000	33.27
	I-A57898XX0011BA							
1430	PHARM HOUSE PIERCE SONORA	JAIL INMATE MEDICATIONS	R	0/00/0000		51.99CR	000000	
	I-321789	JAIL INMATE MEDICATIONS	R	0/00/0000		26.40CR	000000	78.39
	I-323742							
1440	HCTC (HILL COUNTRY TELECOMMUNICATIONS	COUNTY JUDGE TAX ASSESSOR OFFICE PARKS/WILDLIFE	R	0/00/0000		145.45CR	000000	
	I-3694300-092021		R	0/00/0000		43.90CR	000000	
	I-3695600-092021		R	0/00/0000		40.20CR	000000	229.55
	I-3788200-092021							
1449	PERMIAN BASIN CSCD	CSCD FUEL FOR AUGUST 2021	R	0/00/0000		79.10CR	000000	79.10
	I-AUGUST 2021							
1452	JANELL SCHNIERS	TREAS REIMB FOR POSTAGE	R	0/00/0000		15.00CR	000000	
	I-092021-POSTAGE	TREASURER TRAVEL EXPENSE	R	0/00/0000		628.23CR	000000	643.23
	I-BOERNE 09162021							
1489	TEXAS COMMUNICATIONS	SHERIFF VEHICLE MAINTENANCE	R	0/00/0000		140.00CR	000000	
	I-18155	SHERIFF VEHICLE MAINTENANCE	R	0/00/0000		85.00CR	000000	225.00
	I-18178							
1494	TXU ENERGY	SINALOA/LOMA ALTA	R	0/00/0000		372.78CR	000000	372.78
	I-8965-092021							
1495	VEXUS	DRIVERS LICENSE OFFICE	R	0/00/0000		8.57CR	000000	8.57
	I-019508401-083021							

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1500	CIRA I-SOP014999	CLERK EMAIL ACCOUNTS	R	0/00/0000		54.00CR	000000	54.00
1537	JANET ARENIVAS I-78148	DISTRICT CT INTERPRETING SVC	R	0/00/0000		125.00CR	000000	125.00

\* \* T O T A L S \* \*  
 REGULAR CHECKS: 42 NO# DISCOUNTS 0.00 CHECK AMT 69,647.35 TOTAL APPLIED 69,647.35  
 HANDWRITTEN CHECKS: 0 0.00 0.00 0.00  
 PRE-WRITE CHECKS: 0 0.00 0.00 0.00  
 DRAFTS: 0 0.00 0.00 0.00  
 VOID CHECKS: 0 0.00 0.00 0.00  
 NON CHECKS: 0 0.00 0.00 0.00  
 CORRECTIONS: 0 0.00 0.00 0.00  
 REGISTER TOTALS: 42 0.00 69,647.35 69,647.35

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1032	ANGELO BOLT & INDUSTRIAL SUPPLY I-591800 I-593905	FMFC R/M SUPPLIES FMFC OPERATING SUPPLIES	R	0/00/0000 0/00/0000		109.98CR 624.30CR	000000 000000	734.28
1051	BENSON REPAIR I-B2779 I-B2800 I-B2814 I-B2815	FMFC REPAIR PARTS FMFC REPAIR PARTS FMFC REPAIR PARTS FMFC OPERATING SUPPLIES	R	0/00/0000 0/00/0000 0/00/0000 0/00/0000		148.74CR 719.67CR 8.62CR 415.57CR	000000 000000 000000 000000	1,292.60
1054	PARKER LUMBER I-1279950 I-1323207-FMFC I-1393903	FMFC R/M SUPPLIES FMFC R/M SUPPLIES FMFC OPERATING SUPPLIES	R	0/00/0000 0/00/0000 0/00/0000		22.57CR 4.49CR 249.99CR	000000 000000 000000	277.05
1060	BILL WILLIAMS TIRE CENTER I-816467-00	FMFC REPAIRS	R	0/00/0000		1,148.74CR	000000	1,148.74
1067	BREWER REFRIGERATION I-364084	FMFC ICE MACHINE RENTAL	R	0/00/0000		160.00CR	000000	160.00
1075	CATERPILLAR FINANCIAL SERVICES I-31375768	FMFC WHEEL LOADER LEASE	R	0/00/0000		18,553.05CR	000000	18,553.05
1129	DEVILS RIVER AUTO PARTS I-15338-86625	FMFC REPAIRS	R	0/00/0000		17.29CR	000000	17.29
1141	REGAL OIL INC I-26-249067	FMFC VEHICLE FUEL	R	0/00/0000		3,793.93CR	000000	3,793.93
1182	SONORA TIRE SERVICE I-88899 I-89146	FMFC REPAIRS FMFC REPAIRS	R	0/00/0000 0/00/0000		64.95CR 20.00CR	000000 000000	84.95
1219	JET SPECIALTY, INC I-2190161 I-2190246 I-2191774	FMFC OPERATING SUPPLIES FMFC R/M SUPPLIS FMFC OPERATING SUPPLIES	R	0/00/0000 0/00/0000 0/00/0000		53.57CR 8.82CR 32.00CR	000000 000000 000000	94.39
1233	THE CITY OF SONORA I-09061000-083121	FMFC WAREHOUSE	R	0/00/0000		185.92CR	000000	185.92

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1266	UNIFIRS HOLDING-II	FMFC EMPLOYEE UNIFORMS	R	0/00/0000		16.77CR	000000	33.54
	I-0310650	FMFC EMPLOYEE UNIFORMS	R	0/00/0000		16.77CR	000000	
	I-0311038							
1304	GENERAL CASH SUTTON COUNTY					17,000.00CR	000000	17,000.00
	I-FMFC INS TO GEN	FMFC INS PROP, LIAB, EQUIP 2021	R	0/00/0000				

\* \* T O T A L S \* \*  
 REGULAR CHECKS: 13 NO# DISCOUNTS 0.00 CHECK AMT 43,375.74 TOTAL APPLIED 43,375.74  
 HANDWRITTEN CHECKS: 0 0.00 0.00  
 PRE-WRITE CHECKS: 0 0.00 0.00  
 DRAFTS: 0 0.00 0.00  
 VOID CHECKS: 0 0.00 0.00  
 NON CHECKS: 0 0.00 0.00  
 CORRECTIONS: 0 0.00 0.00  
 REGISTER TOTALS: 13 0.00 43,375.74 43,375.74



Plan Code: 7046

**AirMedCare Network Municipal Site Membership  
For Sutton County, TX**

**Organization:** Sutton County, TX  
**Physical Address:** 300 E Oak St. Suite 4  
Sonora, TX 76950

**Contact:** ~~Steve Smith~~ Rachel Chavez Swan  
**Phone:** 325-387-2711  
**Email:** ~~Countyjudge-s.smith@suttoncounty.org~~ County.Judge@co.sutton.tx.us  
**County:** Sutton

**Membership Sales Manager/Base:** Jade Hambright MT209

**Covered Individuals and Transports:**

Any individual who resides within the boundaries of Sutton County, TX when transported for medical necessity by MedTrans Corporation (or any AirMedCare Network Provider) will be covered under the standard terms and conditions for an AirMedCare Network membership (attached), except:

- Transport must be from a pickup location in Sutton County, TX; and
- If the covered individual transported does not have health insurance at the time of transport, MedTrans Corporation will bill the covered individual at the "Medicare Allowable Rate" for the transport.

**Fees:**

Sutton County, TX will pay to AirMedCare Network a total of \$19,690.00 annual.

**Upgrade Benefit to Covered Individuals:**

Any individual who resides within the boundaries of Sutton County, TX may elect to obtain a full household membership (which eliminates the exceptions listed above) by completing an application and paying the following fees:

Standard Annual Rate	*Senior Annual Rate
\$45	\$35
<i>*Senior rate is available to the primary and secondary household member if they are 60 years of age or older.</i>	

**Duration:**

This agreement will be effective upon AirMedCare Network's receipt of (a) this agreement signed by the participating Organization AND (b) payment of the amount as provided above. This agreement will be effective for one (1) year, and will be evaluated by both parties for renewal at least thirty (30) days prior to the end of the one (1) year term.





## Terms and Conditions

AirMedCare Network is an alliance of affiliated air ambulance providers\* (each a "Company"). An AirMedCare Network membership automatically enrolls you as a member in each Company's membership program. Membership ensures the patient will have no out-of-pocket flight expenses if flown by a Company by providing prepaid protection against a Company's air ambulance costs that are not covered by a member's insurance or other benefits or third party responsibility, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown.
2. AMCN Provider air ambulance services may not be available when requested due to factors beyond its control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews. Emergent ground ambulance transport of a member by an AMCN Provider will be covered under the same terms and conditions.
3. Members who have insurance or other benefits, or third party responsibility claims, that cover the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or third party responsibility available to the member to have been fully prepaid. The AMCN Provider reserves the right to bill directly any appropriate insurance, benefits provider or third party for services rendered, and members authorize their insurers, benefits providers and responsible third parties to pay any covered amounts directly to the AMCN Provider. Members agree to remit to the AMCN Provider any payment received from insurance or benefit providers or any third party for air medical services provided by the AMCN Provider, not to exceed regular charges. Neither the Company nor AirMedCare Network is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Company nor AirMedCare Network will be responsible for payment for services provided by another ambulance service.**
4. Membership starts 15 days after the Company receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.
5. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Company that they are not Medicaid beneficiaries.
6. These terms and conditions supersede all previous terms and conditions between a member and the Company or AirMedCare Network, including any other writings, or verbal representations, relating to the terms and conditions of membership.

\*Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC — These terms and conditions apply to all AirMedCare Network participating provider membership programs, regardless of which participating provider transports you.





Agreed to by:

Rachel Chavez Duran  
Signature

Rachel Chavez Duran  
Printed Name

Sutton County Judge  
Title

Sutton County  
Organization Name

Sept 14, 2021  
Date

\_\_\_\_\_  
Signature

Keith Hovey  
Printed Name

Vice President  
Title

Membership  
Division

\_\_\_\_\_  
Date



## Concho Valley Council of Governments

2801 W. Loop 306-A, San Angelo, Texas 76904

(325) 944-9666

www.cvcog.org

### CONTRACT AMENDMENT

CVCOG Contract Number 20-Transit-A-0065

Amendment Number 1

This supplemental Agreement is made as of August 23, 2021 and is made by and between Concho Valley Council of Governments (hereby known as CVCOG) with its legal address at 2801 W. Loop 306, Suite A, San Angelo, Texas 76904; AND Sutton County, Texas.

WHEREAS the parties entered into the original Contract on September 1, 2020.

WHEREAS the parties hereby agree to the following items included in the amendment and have been accepted by both parties:

1. The original expiration date of this contract is August 31, 2021.
2. This amendment will serve to renew the term of service for one (1) year.
  - a. The renewed term of service will begin on September 1, 2021 and will expire August 31, 2022.
3. All terms, conditions, and pricing related to the original contract will remain in effect throughout the extended term of the contract.

This amendment will be considered full executed upon signature by both parties:

Sutton County, Texas

Rachel Chavez Duran  
Printed Name

Rachel Chavez Duran  
Signature

September 27, 2021  
Date

JOHN AUSTIN STOKES  
Executive Director  
Concho Valley Council of Governments

[Signature]  
Signature

8/24/21  
Date



## Concho Valley Council of Governments

2801 W. Loop 306-A, San Angelo, Texas 76904

(325) 944-9666

www.cvcog.org

### INTERLOCAL AGREEMENT BY AND BETWEEN SUTTON COUNTY, TEXAS AND THE CONCHO VALLEY TRANSIT DISTRICT PROVIDING FOR COOPERATIVE EFFORTS TO PROVIDE RURAL TRANSIT SERVICES

THIS Inter-local Agreement, effective the 1st day of September, 2020 is entered into by and between the Concho Valley Transit District (CVTD) acting by and through its Executive Director, hereinafter called "CVTD," and Sutton County, Texas, hereinafter called the "County".

#### DEFINITIONS

Inter-local Agreement means an instrument by which CVTD accepts enrollment for public transportation support inclusive of Federal Transit Administration (FTA) and/or Texas Department of Transportation (TxDOT) award for Federal assistance to a specific recipient to support a particular project in which FTA and/or TxDOT takes an active role or retains substantial control, as described in 31 U.S.C., Section 6305.

#### RECITALS

WHEREAS, County desires to engage CVTD to render rural public transportation services funded under FTA 49 U.S.C., Section 5311 Rural Public Transportation Grant Program administered by CVTD. In addition, CVTD receives rural program funding from 5310 Elderly & Disabled, 5309 Vehicle Capital Replacement, State Rural, Local Funds and Program Income.

WHEREAS, the CVTD Board of Directors approved a resolution in August of 2014 directing CVTD to transition the County's rural transit drivers to become employees of the Concho Valley Council of Governments (CVCOG). WHEREAS, on July 9, 2014 the CVTD Board of Directors voted to transition the County's rural transit drivers to become employees of the Concho Valley Council of Governments (CVCOG).

WHEREAS, CVTD agrees to provide all personnel, supervision, and capital equipment necessary to meet the requirements of this Inter-local Agreement.

NOW THEREFORE, CVTD and County do mutually agree as follows:

#### ARTICLE 1 - RESPONSIBILITIES OF THE PARTIES

Section 1.01 Responsibilities of CVTD. CVTD shall perform all necessary actions provided under this Inter-local Agreement in connection with the provision of rural transportation services in Sutton County, Texas, and in agreed upon contiguous areas thereto.

(a) CVTD shall provide the staffing necessary to perform, and carry out, in a satisfactory manner and in accordance with FT A and CVTD direction, standards, guidelines, and rules, certain transportation services to be operated out of the county identified in Section 1.01 Responsibilities of CVTD unless otherwise approved in writing by CVTD.

(b) CVTD shall be responsible for employing all personnel required in performing services in accordance with this Inter-local Agreement.

(c) CVTD shall ensure that all drivers meet qualifications set forth by CVTD and in accordance with FTA 49 CFR Parts 601 thru 609 requirements, Texas Administrative Code Title 43 requirements, and CVCOG personnel policies.

(d) CVTD shall require all personnel designated to provide transportation services under this Inter-local Agreement to participate in training education and evaluation activities related thereto which are sponsored or announced by CVTD, but not limited to the following:

1. First Aid & CPR
2. Defensive Driving
3. CVTD Policy for Cell Phones, Portable Communication Devices and other Electronic Devices
4. CVTD Medical Transportation Program Responsibilities
5. Drug & Alcohol Test
6. DOT Physical
7. Background Check
  - a. National Criminal background
  - b. State Criminal background
  - c. State Sex Offender
  - d. National Sex Offender
  - e. Office of Inspector General
  - f. Excluded Parties List -SAM
  - g. Nurses Aid and Employee Misconduct Registry-DADS
8. Previous Employer Form
9. Training on Substance (1 Hour) Drug and Alcohol
10. Drug & Alcohol Policy Summary Receipt
11. Hepatitis B Vaccine (declined)
12. Wheelchair and Lift Operation Training

13. Operations Training documents (electric devices, cash handling, Tablet training, Radio Procedures, Additional Training, VCR Training, Computer Training)
14. License Check (copy of license, Social Security)
15. No Smoking while transporting clients
16. Passenger Assistance Training annually
17. Customer Service Training Annually
18. Non- discrimination, Sensitivity and diversity
19. ADA training
20. HIPAA Training
21. How and when to call for Emergency's
22. Accident & Incident report
23. Offensive language
24. Code of Conduct
25. Sexual Harassment
26. Emergency Response Training
27. How to use a Fire Extinguisher
28. ADA Service Animal Policy
29. Medicaid Log procedures
30. Bloodborne Pathogens
31. FWA (Fraud, Waste and Abuse) General Compliance Training
32. CVTD Overview-FR, DR, Rural
33. Dealing with Passengers with behavioral/violent behaviors.

(e) CVTD shall establish practices and procedures to monitor driver performance, vehicle maintenance, and passenger service.

(f) CVTD shall provide transportation for elderly, handicapped, and low-income persons at least in proportion to their relative numbers, along with public transportation in the geographic area covered by this Inter-local Agreement.

(g) CVTD shall be responsible for scheduling maintenance for CVTD property with a local reputable vendor as approved by CVTD.

(h) CVTD shall allow elderly, handicapped, low income persons and other participants whose fares are subsidized by Local, State, or Federal agencies with an opportunity to contribute on a voluntary basis to the costs of services provided pursuant to this Inter-local Agreement. No fully subsidized participant shall be denied a service because of his or her failure to contribute to the cost of the service.

(i) CVTD shall collect transportation fares established by CVTD from public riders, specifically non-subsidized persons, who utilize transportation services.

(j) CVTD shall maintain transportation schedules and hours of operation, which promote safe and reliable service for the public in accordance with established policies and procedures for providing rural transit services.

(k) CVTD shall ensure that drivers are available for the scheduled work day.

(l) CVTD shall ensure that if a break in local service occurs due to out of county service demands, that the day of the week or month that local service is interrupted be consistent in order to maintain a service schedule that is predictable and known to the public.

#### **ARTICLE 2- TERMS OF AGREEMENT**

Section 2.01 Period of Performance. This agreement will commence on the effective date first hereinabove written, and terminate on August 31, 2021 unless earlier terminated as herein provided.

#### **ARTICLE 3- COMPENSATION**

Section 3.01 Compensation. It is expressly understood and agreed that in no event will the total amount to be paid to CVTD by the County exceed \$37,694.75 for performance under this Inter-local Agreement. The County agrees to pay CVTD from September 1, 2020 to August 31, 2021, equal monthly payments not to exceed the total annual amount of \$37,694.75. It is permissible for the County to pay the full annual amount, one time, at the beginning of the Interlocal Agreement period. The County understands and agrees that performance for the support of activities pursuant to this Inter-local Agreement is contingent upon the receipt of State and/or Federal funds for such purposes of this Inter-local Agreement.

Section 3.02 Method of Payment. The County shall provide to CVTD payment as set forth on or before the effective date of this Inter-local Agreement and only on an agreed to basis.

#### **ARTICLE 4- PROPERTY MANAGEMENT**

Section 4.01 Property Management. The County agrees to provide access to desk space for the purposes of conducting daily business. Further, the County agrees to allow installation of a fax line, internet access or other IT equipment deemed necessary to conduct daily business, and access to CVTD vehicle parking. In the event that any project facility and/or equipment is misused or withdrawn from

public transportation services, the County shall provide thirty (30) days' notice to CVTD. The County may utilize transportation program property and equipment to initiate and carry out local emergency management plans, but shall notify CVTD within twelve (12) hours upon use of property thereof. Should the County have a need to utilize property or equipment for purposes other than local emergencies, the County shall consult with CVTD and provide a written request. Written requests must allow CVTD an appropriate amount of time to evaluate and respond accordingly.

#### **ARTICLE 5- DEFAULT AND REMEDIES**

Section 5.01 Termination of Inter-local Agreement for Cause by CVTD. If the County shall fail to fulfill in timely and proper manner with its obligations under this Inter-local Agreement, or if the County shall violate any of the covenants, agreements or stipulations of this Inter-local Agreement, CVTD shall therefore have the right to terminate this Inter-local Agreement by giving written notice to the County at least thirty (30) days before the effective date of such termination.

Section 5.02 Termination of Inter-local Agreement for Cause by County. If CVTD shall fail to fulfill in timely and proper manner its obligations under this Inter-local Agreement, or if the CVTD shall violate any of the covenants, agreements or stipulations of the Inter-local Agreement, the County shall therefore have the right to terminate this Inter-local Agreement by giving written notice to CVTD at least thirty (30) days before the effective date of such termination.

Section 5.03 Other Termination. In the event of termination by either party, all finished or unfinished documents, other materials or property of CVTD shall be removed at the discretion of CVTD. If the Inter-local Agreement is terminated by County as provided herein, CVTD shall be paid an amount which bears the same ratio as the service actually performed to the total services of CVTD covered under this Inter-local Agreement, less payments of compensation previously made.

#### **ARTICLE 6- LIABILITY**

Section 6.01 No Personal Liability of the CVTD. To the extent allowed by law, CVTD's officers, elected officials, agents, representatives and employees and the Board members of the CVTD, either singularly or collectively, are not personally liable on this Inter-local Agreement or for any breach thereof.

Section 6.02 No Personal Liability of County. To the extent allowed by law, the County's officers, elected officials, agents, representatives and employees, either singularly or collectively, are not personally liable on this Inter-local Agreement or for any breach thereof.

Section 6.03 Indemnity.

(a) To the extent allowed by law, County shall indemnify and hold harmless the CVTD, as well as, any of its agents, officials, and employees from and against liability claims resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance under this Inter-local Agreement.

(b) To the extent allowed by law, CVTD shall indemnify and hold harmless the County from and against liability claims resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance under this Inter-local Agreement.

#### ARTICLE 7- MISCELLANEOUS

Section 7.01 Regulatory Requirements. CVTD shall comply with all applicable laws, regulations, policies, and procedures set forth by the State of Texas, Federal Transit Administration (FTA), U.S. Department of Transportation (DOT), Texas Department of Transportation (TxDOT) and CVTD.

Section 7.02 Interest of Counties of CVTD and Others. No officer, member, or employee of CVTD, nor a member of its governing body, and no other public official of the governing body of the locality or localities in which the performance of this Inter-local Agreement is situated or being carried out, who exercises any functions or responsibilities in the review of or approval of the undertaking, or carrying out of this Inter-local Agreement, shall participate in any decision relating to this Inter-local Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Inter-local Agreement or the proceeds thereof.

Section 7.03 Interest of County. The County covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Inter-local Agreement. The County further certifies that in the performance of this Inter-local Agreement, they shall be an advocate of CVTD and shall cause no other form of public transportation or services rendered adversely to the efforts and interests of CVTD.

Section 7.04 Findings Confidential. Any reports, information, data, or documentation, given to or prepared or assembled by the County in the performance of this Inter-local Agreement which CVTD requests to be kept as confidential shall not be made available to any individual or organization by the County or their employees without the prior written approval of the CVTD.

The County will at all times comply with the Privacy Act of 1974 (Section 552a of U.S.C.A., Title 5), as amended, in regard to the retrieval, storage and disclosure of information assembled under this Inter-local Agreement.


Section 7.05 Disclaimer of Employee Relationship. Nothing in this Inter-local Agreement shall be construed to create an employer-employee relationship between CVTD, or, any party to this Inter-local Agreement, nor any employee of the County or any personnel providing direct services; and an employer relationship between CVTD and any of the aforementioned parties is hereby disclaimed.

Section 7.06 Compliance with State/Federal Agency Cooperative Agreement. The County agrees to comply with the provisions of CVTD's Cooperative Agreement with the State or Federal Transit Administration specifically as pertaining to the County's or CVTD's role as in the performance of this Inter-local Agreement in 49 CFR 29, 4220.1f, and/or Grant Master Agreement.



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IN WITNESS WHEREOF CVTD and the County have executed this agreement as of the date first above written.

  
\_\_\_\_\_  
John Austin Stokes  
Executive Director, CVTD

12/23/20  
Date Signed

  
\_\_\_\_\_  
Steve Smith  
County Judge, Sutton County

4 Jan 2021  
Date Signed

ORDER OF SPECIAL ELECTION  
(For Governor-ordered or County-ordered measure elections)  
(ORDEN DE ELECCION ESPECIAL)  
(Para órdenes de gobernador u ordenes de condado sobre elecciones medidas)

An election is hereby ordered to be held on November 2, 2021 for the purpose of:  
(date)

(Por la presente se ordena que se llevará a cabo una elección el 2 de Noviembre del 2021 con el propósito de:  
(fecha)

Early voting by personal appearance will be conducted each weekday at  
(La votación adelantada en persona se llevará a cabo de lunes a viernes en)

Sutton County Annex Meeting Room  
(location) (sitio)

Note: If county clerk is not the early voting clerk, the information in the block is required.

between the hours of 8:30 a.m. and 4:30 p.m. beginning on October 18, 2021  
(date)  
(entre las 8:30 de la mañana y las 4:30 de la tarde empezando el 18 de Octubre del 2021)  
(fecha)  
and ending on October 29, 2021 (y terminando el 29 de Octubre del 2021)  
(date) (fecha)

Applications for ballot by mail shall be mailed to:  
(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)

Pam Thorp  
(Name of Early Voting Clerk)  
(Nombre del Secretario(a) de la Votación Adelantada)

300 E. Oak, Ste 3  
(Address) (Dirección)

Sonora, TX 76950  
(City) (Ciudad) (Zip Code) (Zona Postal)

Applications for ballots by mail must be received no later than the close of business on  
(Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de negocio el)

October 22, 2021  
(date) (fecha)

Issued this the 27 day of October, 20 21.

(Emitido este día 27 de Octubre, 20 21.)

  
Signature of County Judge Rachel Chavez Duran  
(Firma del Juez del Condado)

  
County Commissioner Precinct 101  
Comisionado del Condado Lee Bloodworth

  
County Commissioner Precinct 201  
Comisionado del Condado Bob Brockman

Absent  
County Commissioner Precinct 301  
Comisionado del Condado Carl Teaff  
  
County Commissioner Precinct 401  
Comisionado del Condado Fred Perez

\_\_\_\_\_  
County Commissioner  
Comisionado del Condado