

**Sutton County Commissioners Court**  
**REGULAR MEETING**  
**Monday, July 11, 2022 at 9:00 a.m.**  
**Sutton County Annex Meeting Room, 300 E. Oak, Sonora TX 76950**

Rachel Chavez Duran  
County Judge

Lee Bloodworth  
Commissioner  
Precinct 1

Bob Brockman  
Commissioner  
Precinct 2

Carl Teaff  
Commissioner  
Precinct 3

Fred Perez  
Commissioner  
Precinct 4

**Members of the public may give comment before the Commissioners Court on any item on this agenda. Please note that members of the public may not communicate to the court about any other subject not specifically noticed on this agenda. Members of the Commissioners Court cannot discuss, deliberate, or act on any item or topic not scheduled on this agenda in accordance with existing law.**

**BUSINESS**

- 1 Call meeting to order
- 2 Public Comment

**AGENDA**

**Receive reports of the following:**

- 3 Auditor – Maura Weingart
- 4 EMS – TJ Thorp
- 5 Justice of the Peace – Judge Joseph Harris
- 6 Jailer and Sheriff – Sheriff Oscar Chavez
- 7 Road and Bridge – Superintendent Robert Hughes
- 8 Library Report – Deborah Brown
- 9 Extension Office – Pascual Hernandez
- 10 County Attorney – Dawn B. Cahill
- 11 County and District Clerk – Pam Thorp
- 12 County Commissioners
  - Lee Bloodworth, pct 1
  - Bob Brockman, pct 2
  - Carl Teaff, pct 3
  - Fred Perez, pct 4
- 13 County Judge – Rachel Chavez Duran

**Deliberate, Consider and take appropriate action regarding the following:**

- 14 Accounts Payable
- 15 Rental Fee Waiver for Rodeo Arena & Pavilion-David Blesing
- 16 Civic Center fee waiver request for Blood Drive-Sheriff's office
- 17 2022 Interlocal Agreement between Concho Valley Transit and Sutton County
- 18 Permission to advertise for hail damage repairs
- 19 Ratification of advertisement for Deputy Clerk-Pam Thorp


## EXECUTIVE SESSION

- Note 1 Texas Government code 551.071, Consultation with Attorney
- Note 2 Texas Government code 551.072, Real Property
- Note 3 Texas Government code 551.074, Personnel Matters
- Note 4 Texas Government code 551.076, Security
- Note 5 Texas Government code 551.087, Economic Development Negotiations
- Note 6 Texas Government code 551.089, IT Security

*The County Commissioners Court of Sutton County reserves the right to adjourn into executive sessions at any time during this meeting to discuss any of the matters listed below. The Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the court announces that the item will be considered during Executive Session.*

## RECONVENE


- 20 Executive Session Action
- 21 Adjournment



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RACHEL CHAVEZ DURAN, County Judge

POSTED ON THE BULLETIN BOARD IN THE COURTHOUSE ANNEX BUILDING and the SUTTON COUNTY WEB PAGE  
[www.co.sutton.tx.us](http://www.co.sutton.tx.us) this the 8<sup>th</sup> day of July 2022.



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PAM THORP, County Clerk



By Alesha Snodgrass, Deputy

**SUTTON COUNTY COMMISSIONERS COURT  
REGULAR MEETING  
JULY 11, 2022**

<b>FMFC FUND</b>				<b>CK#</b>
General Cash Sutton County	PR Reimbursement, WH/FICA, for July 1, 2022	\$	<b>15,576.44</b>	<b>051617</b>
				<b>051618</b>
	<b>TOTAL</b>	<b>\$</b>	<b>15,576.44</b>	
<b>GENERAL FUND</b>				
Sonora Abstract	Nondept Archive Building Earnest Money	\$	<b>1,750.00</b>	<b>26754</b>
Verizon Wireless	CSCD Wireless Service	\$	<b>63.99</b>	<b>26755</b>
The Bank & Trust	District Court Grand Jury Expense	\$	<b>780.00</b>	<b>26757</b>
	<b>TOTAL</b>	<b>\$</b>	<b>2,593.99</b>	
<b>AMERICAN RESCUE PLAN ACT</b>				
ODP Business Solutions LLC	Technology for Commissioners Invoice 251270764001/251269864001	\$	<b>3,099.90</b>	<b>1002</b>
MasterCard	Technology for Sheriff's Office Conference Room	\$	<b>3,067.91</b>	<b>1003</b>
	<b>TOTAL</b>	<b>\$</b>	<b>6,167.81</b>	

PACKET: 03185 GENERAL FUND 071122  
 VENDOR SET: 01  
 BANK : 10 GENERAL CASH

\*\*\*\* CHECK LISTING \*\*\*\*

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	TX DISTRICT COURT ALLIANCE		R	0/00/0000		50.00CR	000000	
	I-01012022-12312022	TX DISTRICT COURT ALLIANCE:	R	0/00/0000		616.80CR	000000	
	I-122103	TWIN MOUNTAIN FENCE:	R	0/00/0000		162.73CR	000000	
	I-40330925	SCHOLASTIC:	R	0/00/0000		500.00CR	000000	
	I-8698871287308734	LETICIA GARCIA:	R	0/00/0000		500.00CR	000000	
	I-8722 8746	ANGIE GAYTAN:	R	0/00/0000		33.10CR	000000	
	I-DKT2014-081895	MATIAS J. RUEDA P.L.L.C.:	R	0/00/0000		16.00CR	000000	
	I-DRT2022-146502	LATOYA FAY OSBOURNE:	R	0/00/0000		13.00CR	000000	
	I-DKT2022-147544	DIREDMY HERRERA AGUERO:	R	0/00/0000		20.00CR	000000	
	I-DRT2022-147793	KYLE JACKSON PRIGGE:	R	0/00/0000		849.00CR	000000	2,760.63
	I-S141404	ATEX RESTAURANT SUPPLY:	R	0/00/0000				
1011	ALL-TEX IRRIGATION & SUPPLY		R	0/00/0000		333.01CR	000000	333.01
	I-70036	PARK SPRINKLER SYSTEM	R	0/00/0000				
1037	APPLIED CONCEPTS, INC		R	0/00/0000		81.25CR	000000	629.17
	I-404221	SHERIFF RADAR	R	0/00/0000		547.92CR	000000	
	I-404222	SHERIFF RADAR	R	0/00/0000				
1043	AT&T MOBILITY		R	0/00/0000		54.24CR	000000	54.24
	I-4646-062022	CSCD CELL SERVICE	R	0/00/0000				
1048	BAKER & TAYLOR, INC.		R	0/00/0000		142.34CR	000000	142.34
	I-5017826345	LIBRARY BOOKS	R	0/00/0000				
1050	BEN E KEITH-DFW		R	0/00/0000		554.81CR	000000	554.81
	I-11022118	JAIL FOOD	R	0/00/0000		483.73CR	000000	483.73
	I-11038253	JAIL FOOD	R	0/00/0000		297.77CR	000000	297.77
	I-11054807	JAIL FOOD	R	0/00/0000				
1054	PARKER LUMBER		R	0/00/0000		10.77	000000	10.77
	C-2996707	FMFC OPERATING SUPPLIES	R	0/00/0000		138.29CR	000000	138.29
	I-2784223	COURTHOUSE R/M SUPPLIES	R	0/00/0000		57.98CR	000000	57.98
	I-2939026	CEMETERY R/M SUPPLIES	R	0/00/0000		17.99CR	000000	17.99
	I-2942575	CIVIC CENTER R/M SUPPLIES	R	0/00/0000		4.79CR	000000	4.79
	I-2948493	CIVIC CENTER R/M SUPPLIES	R	0/00/0000		131.01CR	000000	131.01
	I-2950548	ANNEX R/M SUPPLIES	R	0/00/0000		5.98CR	000000	5.98
	I-2950633	CIVIC CENTER R/M SUPPLIES	R	0/00/0000		63.48CR	000000	63.48
	I-2953646	CIVIC CENTER R/M SUPPLIES	R	0/00/0000		44.98CR	000000	44.98
	I-2962640	CEMETERY R/M SUPPLIES	R	0/00/0000		20.44CR	000000	20.44
	I-2972791	CTH REPAIRS TO SPRINKLER SYS	R	0/00/0000		10.77CR	000000	10.77
	I-2996707	FMFC OPERATING SUPPLIES	R	0/00/0000		86.39CR	000000	86.39
	I-2996763	PARK FENCE	R	0/00/0000				

1,336.31

571.33

PACKET: 03185 GENERAL FUND 071122  
 VENDOR SET: 01  
 BANK : 10 GENERAL CASH

\*\*\*\* CHECK LISTING \*\*\*\*

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1067	BREWER REFRIGERATION I-364514	JAIL ICE MACHINE RENTAL	R	0/00/0000		93.00CR	000000	93.00
1083	CHARLES MCDONALD I-108	NONDEPT TNCC EXPENSE	R	0/00/0000		770.00CR	000000	770.00
1090	QUILL CORPORATION I-25738156 I-25746878	BPU OFFICE SUPPLIES BPU OFFICE SUPPLIES	R R	0/00/0000 0/00/0000		61.98CR 703.15CR	000000 000000	765.13
1091	CHASE CARD SERVICE I-0634-0522 OFC SUPP I-0634-052422AG DEMO I-0634-052522-CC R/M I-0634-060822-OILCHG I-0634-0622-TRAVEL	EXTENSION OFFICE SUPPLIES EXT AGENT AG DEMO EXPENSE CIVIC CENTER R/M SUPPLIES EXT AGENT VEHICLE MTC EXT AGENT TRAVEL EXPENSE	R R R R R	0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000		71.43CR 15.98CR 36.90CR 172.30CR 256.06CR	000000 000000 000000 000000 000000	552.67
1093	RACHEL DURAN I-4136050-062022	LIB/ANNEX R/M SUPPLIES	R	0/00/0000		22.35CR	000000	22.35
1161	FMFC FUND I-053122-COURTHOUSE I-SG UNIT 062222 I-UNIT 288 062122	CTH VEHICLE/EQUIPMENT FUEL STONEGARDEN UNIT VEHICLE MTC SHERIFF VEHICLE MAINTENANCE	R R R	0/00/0000 0/00/0000 0/00/0000		187.63CR 948.78CR 64.92CR	000000 000000 000000	1,201.33
1165	FRED A PEREZ I-061622-CRPSCHRISTI	COMM CT TRAVEL EXPENSE	R	0/00/0000		1,222.44CR	000000	1,222.44
1169	SANDI ESPINOSA I-5399422-062422	AUDITOR OFFICE SUPPLIES	R	0/00/0000		10.61CR	000000	10.61
1174	GEORGE E SMITH ESTATE I-JULY 2022	CSCD OFFICE RENT	R	0/00/0000		500.00CR	000000	500.00
1180	GREAT AMERICA LEASING CORP I-31756291 I-31867550 I-31937688 I-31956508	CSCD OFFICE COPIER SHERIFF'S OFFICE COPIER JP OFFICE COPIER LIBRARY COPIER	R R R R	0/00/0000 0/00/0000 0/00/0000 0/00/0000		175.08CR 227.20CR 68.77CR 240.74CR	000000 000000 000000 000000	711.79
1182	SONORA TIRE SERVICE I-91076	SHERIFF VEHICLE MAINTENANCE	R	0/00/0000		20.00CR	000000	20.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1186	SOUTHWEST TEXAS ELECTRIC COOP I-3542001-062022	SHERIFF RADIO TOWER	R	0/00/0000		68.79CR	000000	68.79
1188	SPRINT I-645388810-175	EXTENSION AGENT CELL SVC	R	0/00/0000		60.18CR	000000	60.18
1227	TEXAS POLITICAL SUBDIVISION I-5624	EMPLOYEE BENEFIT WORKERS COMP	R	0/00/0000		7,524.00CR	000000	7,524.00
1231	TEXAS WILDLIFE DAMAGE MANGEMENT I-253884	ANIMAL DAMAGE CTRL PROGRAM	R	0/00/0000		9,600.00CR	000000	9,600.00
1233	THE CITY OF SONORA I-APRIL 2022 I-MARCJ 2022	SENIOR CITIZEN MONTHLY EXP SENIOR CITIZEN MONTHLY EXP	R R	0/00/0000 0/00/0000		12,857.68CR 9,653.06CR	000000 000000	22,510.74
1240	K& J CONTROL, INC I-138824	LIBRARY R/M SUPPLIES	R	0/00/0000		40.00CR	000000	40.00
1256	TOTAL OFFICE SOLUTION I-EA332683 I-EA341913 I-EA343264 I-EA343377 I-EA343710 I-EA343880 I-EA343883 I-EA343884 I-EA344088	DPS OFFICE SUPPLIES CO JUDGE OFFICE SUPPLIES LIBRARY OPER SUPPLIES JP OFFICE COPIER USAGE JP OFC COPIER BASE CHG/LEASE SHF COPIER BASE RATE/USAGE LIB COPIER BASE RATE/USAGE CSCD COPIER BASE CHG/USAGE JAIL OFFICE SUPPLIES	R R R R R R R R R	0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000		225.21CR 58.99CR 68.81CR 58.32CR 107.86CR 146.22CR 127.63CR 45.88CR 343.47CR	000000 000000 000000 000000 000000 000000 000000 000000 000000	1,182.39
1263	LILLIAN M HUDSPETH I-243147 I-243665 I-244644 I-JULY 2022	JAIL INMATE MEDICAL FEES JAIL INMATE MEDICAL FEES JAIL INMATE MEDICAL FEES EMS CONTRACT	R R R R	0/00/0000 0/00/0000 0/00/0000 0/00/0000		68.23CR 156.64CR 289.99CR 22,256.96CR	000000 000000 000000 000000	22,771.82
1264	U.S. POSTAL SERVICE I-TREAS-070722	TREASURER POSTAGE	R	0/00/0000		348.00CR	000000	348.00
1265	LONGHORN OFFICE PRODUCTS I-475325-0 I-478866-0 I-478866-1 I-479659-0 I-479676-0 I-480243-0 I-480274-0	AUDITOR OFFICE SUPPLIES TAX ASSESSOR OFFICE SUPPLIES TAX ASSESSOR OFFICE SUPPLIES JP OFFICE SUPPLIES AUDITOR OFFICE SUPPLIES CSCD OFFICE SUPPLIES TAX ASSESSOR MISC SUPPLIES	R R R R R R R	0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000		36.00CR 2.77CR 4.24CR 10.76CR 11.22CR 460.43CR 33.90CR	000000 000000 000000 000000 000000 000000 000000	559.32

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1267	UNIFIRST HOLDINGS LP	COURTHOUSE R/M SUPPLIES	R	0/00/0000		39.06CR	000000	
	I-0327282	LIBRARY R/M SUPPLIES	R	0/00/0000		16.30CR	000000	
	I-0327283	CIVIC CENTER R/M SUPPLIES	R	0/00/0000		64.15CR	000000	
	I-0327284	JAIL OPERATING SUPPLIES	R	0/00/0000		30.37CR	000000	
	I-0327285	JAIL OPERATING SUPPLIES	R	0/00/0000		52.62CR	000000	224.38
	I-0327286	ANNEX R/M SUPPLIES	R	0/00/0000		21.88CR	000000	
	I-0327287							
1274	VERIZON WIRELESS	CSCD WIRELESS SERVICE	R	0/00/0000		63.99CR	000000	63.99
	I-9909604625							
1279	MASTERCARD CARD SERVICE CENTER	SHERIFF VEHICLE FUEL	R	0/00/0000		64.01CR	000000	
	I-0862-FUEL 0622	JAIL JAILER SCHOOL	R	0/00/0000		45.00CR	000000	
	I-0862-JAIL 0622	SHERIFF OFFICE DISP MONITOR	R	0/00/0000		159.00CR	000000	
	I-0862-MISC 0622	SHERIFF OFFICE SUPPLIES	R	0/00/0000		162.67CR	000000	538.12
	I-0862-OFC SUPP 0622	JAIL OPERATING SUPPLIES	R	0/00/0000		107.44CR	000000	
	I-0862-OP SUPP 0622							
1281	VULCAN CONSTRUCTION MATERIALS	FMLR MTRLs FOR RDS/BRDGS	R	0/00/0000		11,998.00CR	000000	11,998.00
	I-62482018-FMLR							
1290	WEST TEXAS GAS INC	SHERIFF OFFICE/JAIL	R	0/00/0000		184.44CR	000000	184.44
	I-5095131-052022							
1296	XEROX FINANCIAL SERVICES	NONDEPT COPIER LEASE	R	0/00/0000		205.99CR	000000	320.01
	I-3317572	TAX ASSESSOR OFFICE COPIER	R	0/00/0000		114.02CR	000000	
	I-3325701							
1308	DEVILS RIVER NEWS	TAX ASSESSOR MISC EXPENSE	R	0/00/0000		37.95CR	000000	37.95
	I-062322-SUBSCRIP							
1316	LOWES PAY AND SAVE	JAIL FOOD	R	0/00/0000		130.12CR	000000	
	I-119560-220616	JAIL FOOD	R	0/00/0000		60.42CR	000000	
	I-119560-220623	JAIL FOOD	R	0/00/0000		88.48CR	000000	279.02
	I-119560-220630							
1321	SUTTON CO APPELLATE	CO CLERK APPELLATE FEES	R	0/00/0000		5.00CR	000000	10.00
	I-062022-06242022	CO CLERK APPELLATE FEES	R	0/00/0000		5.00CR	000000	
	I-062722-063022							
1325	RAFTER W	PARK R/M SUPPLIES	R	0/00/0000		53.15CR	000000	53.15
	I-3793862							

A / P CHECK REGISTER

7/08/2022 4:57 PM  
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1369	MIDEI, DR BRIAN I-13620-051122	JAIL INMATE MEDICAL FEES	R	0/00/0000		95.12CR	000000	95.12
1378	KATHY MARSHALL I-0616222-AMARILLO	TAX ASSESSOR TRAVEL EXPENSE	R	0/00/0000		1,135.45CR	000000	1,135.45
1386	SNIDER TECHNOLOGY I-26583 I-28863 I-28864 I-28865 I-28866 I-28868 I-28869 I-28870 I-28998	CSCD IT SERVICES CSCD IT SERVICES CLERK OFFICE IT SERVICES JP OFFICE IT SERVICES CO JUDGE IT SERVICES LIBRARY IT SERVICES SHERIFF OFFICE IT SERVICES TAX ASSESSOR IT SERVICES CLERK OFFICE IT SERVICES	R	0/00/0000		240.00CR 240.00CR 845.00CR 1,099.00CR 200.00CR 786.50CR 1,599.00CR 150.00CR 249.99CR	000000 000000 000000 000000 000000 000000 000000 000000 000000	
1407	VGI TECHNOLOGY I-169909 I-171868	JAIL CAMERAS/SOFTWARE JAIL CAMERAS/SOFTWARE	R	0/00/0000		140.00CR 30.00CR	000000 000000	170.00
1423	SUTTON/CROCKETT JUVENILE PROBATION SUPERVISION I-CONT FY 21-22	JUVENILE PROBATION CONTRIBUTIO	R	0/00/0000		32,000.00CR	000000	32,000.00
1430	PHARM HOUSE PIERCE SONORA I-378813 I-378871 I-39762	JAIL INMATE MEDICATIONS JAIL INMATE MEDICATIONS JAIL INMATE MEDICATIONS	R	0/00/0000		31.96CR 38.39CR 51.99CR	000000 000000 000000	122.34
1432	INDIGENT HEALTHCARE SOLUTIONS,LTD I-73869	JAIL IHS SOFTWARE	R	0/00/0000		1,059.00CR	000000	1,059.00
1440	HCTC (HILL COUNTRY TELECOMMUNICATIONS I-3694200-072022 I-3694300-072022 I-3695100-072022 I-3695400-072022 I-3695500-072022 I-3695700-072022 I-3706300-072022 I-3786700-072022	AUDITOR, TREASURER, NONDEPT CO JUDGE OFFICE CLERK OFFICE LIBRARY JP OFFICE SHERIFF OFFICE/JAIL CSCD OFFICE EXT AGENT/H.E. AGENT	R	0/00/0000		778.86CR 145.45CR 129.95CR 145.45CR 145.45CR 337.68CR 145.45CR 101.20CR	000000 000000 000000 000000 000000 000000 000000 000000	1,929.49



A / P CHECK REGISTER

7/08/2022 4:57 PM  
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1445	SINGLETON ASSOC: DBA I-SAPAA4446999	EAGLE PARTNERS TX JAIL INMATE MEDICAL EXPENSE	R	0/00/0000		52.40CR	000000	52.40
1471	WEX BANK I-81470247	EXTENSION AGENT FUEL	R	0/00/0000		145.23CR	000000	145.23
1489	TEXAS COMMUNICATIONS I-408334	SHERIFF RADIO TOWER EXPENSE	R	0/00/0000		350.18CR	000000	350.18
1492	AUTOMATIC FIRE PROTECTION, INC I-8000622	LIBRARY FIRE MONITORING MO SVC	R	0/00/0000		50.00CR	000000	50.00
1494	TXU ENERGY I-69598898-062022 I-69598920-062022 I-69598965-072022	SHERIFF OFFICE/JAIL CIVIC CENTER OLD POL STN/SINALOA/LOMA ALTA	R	0/00/0000		1,391.28CR 1,213.35CR 379.02CR	000000 000000 000000	2,983.65
1500	CIRA I-SOP016322	JP TECHNOLOGY	R	0/00/0000		251.16CR	000000	251.16
1504	MORRISON SUPPLY COMPANY I-S113274209.001 I-S113274260.001	CEMETERY WATER WELL REPAIRS CEMETERY IMPROVEMENTS	R	0/00/0000		126.25CR 757.05CR	000000 000000	883.30
1535	CAMILLA CUTBIRTH I-APRIL 2022 I-MAY 2022	BPU MILEAGE REIMBURSEMENT BPU MILEAGE REIMBURSEMENT	R	0/00/0000		251.66CR 449.23CR	000000 000000	700.89
1547	STERLING COMMISSARY, LLC I-24525-139 I-24632-141 I-24746-143	JAIL OPERATING SUPPLIES JAIL OPERATING SUPPLIES JAIL OPERATING SUPPLIES	R	0/00/0000		4.00CR 4.00CR 4.00CR	000000 000000 000000	12.00
1548	TRINITY INNOVATIVE SOLUTIONS LLC I-002262	STONEGARDEN EQUIPMENT	R	0/00/0000		51,845.00CR	000000	51,845.00
1556	WATER LOGISTICS I-39033	PARK SPRINKLER SYSTEM	R	0/00/0000		737.87CR	000000	737.87
1557	NARDIS PUBLIC SSAFETY I-0218449-REENA	SHF OFFICE CLOTHING ALLOWANCE	R	0/00/0000		33.98CR	000000	33.98

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1558	ANGELO PLUMBING SUPPLY INC I-1603979	PARK SPRINKLER SYSTEM	R	0/00/0000		2,411.45CR	000000	2,411.45
1566	S&S WORLDWIDE, INC I-101012634 I-101013115 I-101018196	LIBRARY SPECIAL PROGRAMS LIBRARY SPECIAL PROGRAMS LIBRARY OPERATING SUPPLIES	R R R	0/00/0000 0/00/0000 0/00/0000		9.99CR 12.21CR 57.43CR	000000 000000 000000	79.63
					CHECK AMT	TOTAL APPLIED		
					192,528.28	192,528.28		
					DISCOUNTS	0.00		
					REGULAR CHECKS:	0.00		
					HANDWRITTEN CHECKS:	0.00		
					PRE-WRITE CHECKS:	0.00		
					DRAFTS:	0.00		
					VOID CHECKS:	0.00		
					NON CHECKS:	0.00		
					CORRECTIONS:	0.00		
REGISTER TOTALS:					0.00	192,528.28		

\* \* \* T O T A L S \* \*  
 NO# 60  
 REGULAR CHECKS: 60  
 HANDWRITTEN CHECKS: 0  
 PRE-WRITE CHECKS: 0  
 DRAFTS: 0  
 VOID CHECKS: 0  
 NON CHECKS: 0  
 CORRECTIONS: 0

A / P CHECK REGISTER

7/08/2022 4:56 PM

PACKET: 03183 FMFC FUND 071122  
 VENDOR SET: 01  
 BANK : 15 ROAD & BRIDGE - FMFC

\*\*\*\* CHECK LISTING \*\*\*\*

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	BRIDGESTONE HORSEPOWER LLC I-23093862-00	BRIDGESTONE HORSEPOWER LLC:	R	0/00/0000		14.05CR	000000	14.05
1022	AMERICAN SALES & SERVICE I-98793	FMFC OPERATING SUPPLIES	R	0/00/0000		507.50CR	000000	507.50
1032	ANGELO BOLT & INDUSTRIAL SUPPLY I-624070	FMFC OPERATING SUPPLIES TOOLS	R	0/00/0000		498.66CR	000000	498.66
1051	BENSON REPAIR I-B3115 I-B3127 I-B3133	FMFC REPAIRS FMFC REPAIRS FMFC REPAIRS	R R R	0/00/0000 0/00/0000 0/00/0000		135.92CR 611.63CR 897.86CR	000000 000000 000000	1,645.41
1054	PARKER LUMBER C-2996707-2 I-2942267 I-2996707-1 I-2996707-2	FMFC OPERATING SUPPLIES FMFC R/M SUPPLIES FMFC OPERATING SUPPLIES FMFC OPERATING SUPPLIES	R R R R	0/00/0000 0/00/0000 0/00/0000 0/00/0000		10.77 18.98CR 10.77CR 10.77CR	000000 000000 000000 000000	29.75
1067	BREWER REFRIGERATION I-364515	FMFC ICE MACHINE RENTAL	R	0/00/0000		160.00CR	000000	160.00
1133	DOYLE MORGAN INSURANCE I-300168	FMFC DIESEL BOND	R	0/00/0000		100.00CR	000000	100.00
1141	REGAL OIL INC I-26-275133	FMFC FUEL	R	0/00/0000		7,095.72CR	000000	7,095.72
1195	HOLT COMPANY OF TEXAS I-PIMN0033872 I-PIMN0033887	FMFC REPAIRS FMFC REPAIRS	R R	0/00/0000 0/00/0000		49.67CR 111.23CR	000000 000000	160.90
1241	THE SIGN MAN I-15,069-G	FMFC MTRLS FOR RDS/BRIDGS	R	0/00/0000		785.56CR	000000	785.56
1261	LEO'S TIRE SERVICE I-4027 I-4055 I-4322	FMFC REPAIRS FMFC REPAIRS FMFC REPAIRS	R R R	0/00/0000 0/00/0000 0/00/0000		47.95CR 66.00CR 82.00CR	000000 000000 000000	195.95
1267	UNIFIRST HOLDINGS LP I-0327212	FMFC EMPLOYEE UNIFORMS	R	0/00/0000		19.77CR	000000	19.77

PACKET: 03183 FMFC FUND 071122

\*\*\*\* CHECK LISTING \*\*\*\*

VENDOR SET: 01  
BANK : 15 ROAD & BRIDGE - FMFC

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1281	VULCAN CONSTRUCTION MATERIALS							
	I-62482017	FMFC MTRLS FOR RDS/BRDGS	R	0/00/0000		30,986.92CR	000000	
	I-62482018	FMFC MTRLS FOR RDS/BRDGS	R	0/00/0000		18,201.66CR	000000	
	I-62482019	FMFC MTRLS FOR RDS/BRDGS	R	0/00/0000		31,860.48CR	000000	
	I-62482020	FMFC MTRLS FOR RDS/BRDGS	R	0/00/0000		32,168.97CR	000000	176,600.61
	I-62485622	FMFC MTRLS FOR RDS/BRDGS	R	0/00/0000		63,382.58CR	000000	
1282	MAYFIELD PAPER COMPANY							
	I-3111136	FMFC R/M SUPPLIES	R	0/00/0000		87.15CR	000000	87.15
1310	WESTERN MARKETING INC							
	I-1387061-IN	FMFC OIL	R	0/00/0000		54.50CR	000000	
	I-1387070-IN	FMFC DIESEL OIL	R	0/00/0000		4,406.60CR	000000	4,461.10
1440	HCTC (HILL COUNTRY TELECOMMUNICATIONS							
	I-3694900-072022	FMFC WAREHOUSE	R	0/00/0000		142.15CR	000000	142.15

CHECK AMT	CHECK AMT	TOTAL APPLIED
192,504.28	192,504.28	192,504.28
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
192,504.28	192,504.28	192,504.28

DISCOUNTS	DISCOUNTS	NO#
0.00	0.00	16
0.00	0.00	0
0.00	0.00	0
0.00	0.00	0
0.00	0.00	0
0.00	0.00	0
0.00	0.00	0
0.00	0.00	0
0.00	0.00	0
0.00	0.00	0
0.00	0.00	16

\*\*\*\*\* T O T A L S \* \*  
 REGULAR CHECKS:  
 HANDWRITTEN CHECKS:  
 PRE-WRITE CHECKS:  
 DRAFTS:  
 VOID CHECKS:  
 NON CHECKS:  
 CORRECTIONS:  
 REGISTER TOTALS:

**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, 2022 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 FTA 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/vioient 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 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.

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

(k) 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- TERM OF AGREEMENT**

Section 2.01 Period of Performance. This agreement will commence on the effective date first hereinabove written, and terminate on August 31, 2023 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, 2022 to August 31, 2023, 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**

This article has been removed.

## **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.

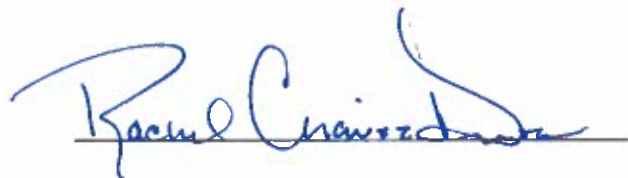
Section 7.05 Disclaimer of Employee Relationship. Nothing in this Inter-local Agreement shall be construed to create an employer-employee relationship between CVTD, or, any party to this Inter-local Agreement, nor any employee of the County or any personnel providing direct services; and an employer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

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



John Austin Stokes  
Executive Director, CVTD



Honorable Rachel Duran  
County Judge, Sutton County