SUTTON COUNTY COMMISSIONERS COURT SPECIAL MEETING

Monday, June 26, 2023 at 9:00 a.m.

Sutton County Annex Meeting Room, 300 E. Oak, Sonora TX 76950

Joseph Harris
County Judge

Lee Bloodworth
Commissioner

Precinct 1

Bob Brockman *Commissioner*

Carl Teaff Commissioner Harold Martinez
Commissioner

Precinct 2

Precinct 3

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 mentioned 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 Determination of quorum and call to order
- 2 Invocation and Pledge of Allegiance
- 3 Public Comment

AGENDA

Receive reports of the following:

- 4 Community Supervisions Corrections Department-Wendy Geaslin
- 5 Tax Assessor/Collector-Kathy Sanchez Marshall
- 6 ARPA Funds Report for City of Sonora-Art Fuentes
- 7 County Commissioners
 - Lee Bloodworth, Precinct 1
 - Bob Brockman, Precinct 2
 - Carl Teaff, Precinct 3
 - Harold Martinez, Precinct 4
- 8 County Judge-Joseph Harris
- 9 Texas Commission on Environmental Quality notice-Joseph Harris

Deliberate, Consider and take appropriate action regarding the following:

- 10 Accounts Payable-Maura Weingart
- 11 Treasurer's Report-Janell Martin
- 12 TK Elevator modernization proposal for courthouse elevator-Zach Rogers
- Request to extend 4th of July holiday-close on Monday, July 3rd and Tuesday, July 4th
- 14 Alcohol & Drug Awareness Center for the Concho Valley request for budget allocation/donation-Eric Sanchez
- 15 2024 proposed budget allocation for Sutton County Appraisal District
- 16 Sutton County Appraisal District Assessment and Collection Services Contract 2024-2025
- 17 Lubbock County Detention Center Memorandum of Understanding-DuWayne Castro
- 18 Repairs at Sutton County Senior Center
- 19 Set salary for new employee in County and District Clerk's office-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.

- 20 Personnel Matters for Road & Bridge Department
- 21 Personnel Matters for Tax Assessor/Collector

RECONVENE

22 Executive Session Action

23 Adjournment

OSEPH MARRIS, County Judge

POSTED ON THE BULLETIN BOARD IN THE COURTHOUSE ANNEX BUILDING and the SUTTON COUNTY WEB PAGE www.co.sutton.tx.us this the 23rd day of June 2023.

PAM THORP, County Clerk

SUTTON COUNTY COMMISSIONERS COURT SPECIAL MEETING JUNE 26, 2023

\$866.64 28284 \$68,494.88 28285 80,468.90 CK# 5,408.01 5,408.01	· · · · · · · · · · · · · · · · · · ·	TOTAL	Employee insurance premium for June, 2023 Employee insurance premium for June, 2023 Invoice Number 1889 Seizure Equipment for K9 Invoice Number CAPI112100	Ameritas Vision TX Association of Co Health ARPA FUND MC Electric SEIZURE FUND Cap Fleet Upfitters, LLC
\$4,192.40 \$780.04 \$2,674.76			Employee insurance premium for June, 2023 Employee insurance premium for June, 2023 Employee insurance premium for June, 2023	New York Life Insurance American United Life Insurance Ameritas Dental
\$1,741.85 \$451.00 \$1,060.00			Employee insurance premium for June, 2023 Employee insurance premium for June, 2023 Employee Contributions for June, 2023	AFLAC MASA Global NationWide Retirement Solutions
30,335.66 30,335.66 \$207.33	(A)	AFLAC, 3 TOTAL	PR Reimbursement,WH/FICA, MASA, Nationwide, Employee and Dependent premiums for New York Life, AFLAC. Dental, Vision, Life and Retirement for June, 2023 TOTA I	General Cash Sutton County GENERAL FUND Bata Gomes Tr

Line-item Transfer Amendment

Honorable Commissioners Court of Sutton County:									
I submit to you for	your consider	ation the follo	owing line-item trans	ifers:					
FUND From: <u>SHOWER/TOIL</u>		DEPT.	ACCT. 10-5-512-5585	AMT. (\$9,050.	00)				
To SEA CONTAINE	RS	JAIL	10-5-512-5587	\$9,050.	00				
Department Head Approved! Co Judge f	eded for Commissioners	-	Date Attest: County C	3 0V/	mem				
Date Maura Weingart-C	Jungark County Auditor	_	<u>Lel 21.413</u> Date	1023					

Date: June 21, 2023

PAUD:

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1129	1123	1104	1090	1083	1054	1050	1043	1011	ㅂ	VENDOR
DEVILS RIVER AUTO PARTS I-15338-118085	DAVID WALLACE I-061423-PHONE/INT	CONCHO POWER EQUIPMENT I-512510-CEMETERY	QUILL CORPORATION I-33059065	CHARLES MCDONALD I-352	PARKER LUMBER I-22850290 I-4326354 I-4333513 I-4339826 I-4402829 I-4402829 I-4524184	BEN E KEITH-DFW I-1875912	AT&T MOBILITY I-4126-062023 I-4365-062023 I-4553-062023 I-4646-062023 I-5468-062023 I-5468-062023	ALL-TEX IRRIGATION & I-87632	MICHAEL BRYANT I-061423-DA INVESTIG I-8803,8819,8822	NAME / I.D.
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PACKET: 03631 GENERAL FUND 062623
VENDOR SET: 01
BANK : 10 GENERAL CASH **** CHECK LISTING ****

1233	1228	1208	1182	1180	1174	1171	1161	VENDOR
THE CITY OF SONORA I-01005000-052023 I-01010600-052023 I-01014000-052023 I-01015001-052023 I-01016000-052023 I-02009603-052023 I-890077000-052023 I-89007300-052023 I-89007300-052023	JOHN H STRAUCH I-32753	JANA ELIZABETH JOHNSON I-02756 I-02774 I-02788 I-02815 I-0405	SONORA TIRE SERVICE I-93316	GREAT AMERICA LEASING I-34171383 I-34175058	GEORGE E SMITH ESTATE I-JULY 2023	FRONTIER COMMUNICATIONS I-5693-060723	FMFC FUND 1-053123-CEMETERY 1-053123-COURTHOUSE 1-053123-EXTENSION 1-053123-PARK 1-053123-SHERIFF 1-KSO-9608-061423	NAME / I.D.
COURTHOUSE LIBRARY JAIL AND SHERIFF OFFICE OLD POLICE STATION ANNEX CSCD OFFICE CIVIC CENTER METAL YELLOW BUILDING PARK STORAGE BUILDING	SHERIFF RADIO TOWER REPAIRS	DIST CT APPOINTED ATTORNEY	CTH PICKUP TIRE DISMT/BALANCE	CORP CSCD OFFICE COPIER EXTENSION OFFICE COPIER	CSCD OFFICE RENT	NS DRIVERS LICENSE OFFICE	CEMETERY VEH/EQUIP FUEL COURTHOUSE VEH/EQUIP FUEL EXT AGENT VEHICLE FUEL PARK VEH/EQUIP FUEL SHERIFF VEHICLE FUEL SHERIFF VEHICLE MAINTENANCE	DESC
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1267 1308 1292 1274 1265 1264 1256 1250 1240 VENDOR 1290 I-503422-0 I-503472-0 U.S. POSTAL SERVICE I-JP POSTAGE-061923 I-15043 I-15045 THOMPSON REUTERS WEST PAYMENT I-1000105432-INVOICE JP PUBLICATION, UPDATES, RENEWAL K& J CONTROL, WEST TEXAS GAS INC VERIZON WIRELESS I-9936746479 LONGHORN OFFICE PRODUCTS TOTAL OFFICE SOLUTION I-146331 I-145763 I-145762 DEVILS RIVER NEWS I-4518 WEST TEXAS STEEL & I-579184 I-377730-062023 I-5095131-052023 I-15042 I-15041 I-15031 UNIFIRST I-503059-0 I-502291-0 I-502289-0 I-498113-0 I-EA368696 I-EA367802 I-15030 NAME / I.D. HOLDINGS LP INC SUPPLY INC JAIL AND CIVIC CENTER R/M SUPPLIES ANNEX R/M SUPPLIES TAX ASSESSOR OFC SUPPLIES TREASURER OFFICE SUPPLIES TAX ASSESSOR OFC SUPPLIES JP POSTAGE TAX ASSESSOR COPIER USAGE COURTHOUSE R/M SUPPLIES LIBRARY NEWSPAPTER NOTICE COURTHOUSE R/M SUPPLIES CIVIC CENTER R/M SUPPLIES JAIL R/M SUPPLIES
JAIL R/M SUPPLIES AUDITOR OFFICE SUPPLIES SHERIFF COPIER USAGE CEMETERY IMPROVEMENTS ANNEX IPAD FOR TIMECLOCK ANNEX R/M SUPPLIES LIBRARY R/M SUPPLIES AUDITOR OFFICE SUPPLIES JP OFFICE SUPPLIES SHERIFF OFFICE TYPE CHECK $\alpha \alpha \alpha$ Ħ z z Ħ Ħ Ħ ᄫᄫ × אאאא 0/00/0000 DATE CHECK DISCOUNT 37.69CR 124.46CR 34.28CR 201.92CR AMOUNT 762.00CR 105.00CR 831.60CR 378.00CR 50.00CR 60.00CR 95.00CR 224.40CR 22.10CR 39.87CR 15.70CR 52.50CR 36.47CR 7.40CR 51.00CR 37.99CR 66.42CR 11.57CR 31.35CR 15.70CR 000000 CHECK

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PACKET: 03631 GENERAL FUND 062623
VENDOR SET: 01
BANK: 10 GENERAL CASH

1535	1500	1494	1465	1412	1409	1402	1378	1321	1316	1312	VENDOR
CAMILLA CUTBIRTH I-BPU-MARCH 2023	CIRA I-SOP017890	TXU ENERGY I-69598965-062023	GALLS , LLC. DBA MILL I-024689850 I-024711331 I-024716782	ATLAS ELECTRIC LLC I-09594 I-09603 I-09604 I-09609	SONORA MEDICAL CLINIC I-A81787	MARCOS GUAJARDO I-061223-BELTON	KATHY MARSHALL I-00403099 I-060723-DALLAS I-061523-TOLL FEES I-062023-BSNESCARDS	SUTTON CO APPELLATE I-061223-CO CLK	IOWES PAY AND SAVE I-1119560-230608 I-119560-230615	TAX ASSESSOR COLLECTOR I-060923-PETTYCASH	NAME / I.D.
BPU TRAVEL/MILEAGE	JP TECHNOLOGY BUSINESS EMAILS	OLD POL STA/SINALOA STREETLTS	MILLER UNIFORMS SHERIFF CLOTHING ALLOWANCE SHERIFF CLOTHING ALLOWANCE SHERIFF CLOTHING ALLOWANCE	JAIL BUILDING MAINTENANCE CIVIC CENTER BLDG MTC CIVIC CENTER BLDG MTC	JAIL INMATE MEDICAL FEES	SHERIFF PRISONER TRANSFER	TAX ASSSESSOR REIMB FOR REGIST TAX ASSESSOR TRAVEL EXPENSE TAX ASSESSOR TOLL CHARGE TAX ASSESSOR REIMB BUISNESS	CO CLERK APPELLATE FEES	JAIL FOOD JAIL FOOD	R TAX ASSESSOR MISC PETTY CASH	DESC
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2,116.52CR	431.78CR	385.29CR	74.83CR 185.15CR 162.40CR	196.20CR 125.00CR 272.50CR 125.00CR	33.95CR	18.31CR	30.00CR 852.43CR 10.20CR 84.42CR	10.00CR	64.34CR 31.35CR	48.25CR	AMOUNT
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2,116.52	431.78	385.29	422.38	718.70	33.95	18.31	977.05	10.00	95.69	48.25	CHECK

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	Ø: * ∵ *	TURES, LLC JAIL SEA CONTAINERS	JP TECHNOLOGY	LLC JAIL OPERATING SUPPLIES JAIL OPERATING SUPPLIES	DESC
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1577	1292	1281	1266	1141	1129	1104	1067	1060	1054	1043	1032	1005	ш	VENDOR
DEERE CREDIT, INC I-2787826	WEST TEXAS STEEL & SU I-579250	VULCAN CONSTRUCTION MATERIALS I-62633047 FMFC MT	UNIFIRS HOLDING-II I-14964	REGAL OIL INC I-26-315511	DEVILS RIVER AUTO PARTS I-15338-118078 F	CONCHO POWER EQUIPMENT I-512510	BREWER REFRIGERATION I-365001	BILL WILLIAMS TIRE CE I-23-0920742-002	PARKER LUMBER I-4518750	ATET MOBILITY I-4385-062023	ANGELO BOLT & INDUSTR I-659631 I-659632 I-660045	AIRGAS-USA LLC I-9139096963	LONESSTAR TRUCK GROUP I-X42007834601	NAME / I.D.
FMFC SKID STEER LEASE	SUPPLY INC FMFC OPERATING SUPPLIES	FMFC MTRLS FOR RDS/BRDGS	FMFC EMPLOYEE UNIFORMS	FMFC VEHICLE FUEL	TMFC REPAIRS	T FMFC OPERATING SUPPLIES	FMFC ICE MACHINE RENTAL	CENTER FMFC MOWERS REPAIRS	FMFC R/M SUPPLIES	FMFC CELL PHONE SERVICE	INDUSTRIAL SUPPLY FMFC OPERATING SUPPLIES FMFC OPERATING SUPPLIES FMFC OPERATING SUPPLIES	FMFC SAFE EQUIP/OPER SUPPLIES	LONESSTAR TRUCK GROUP:	DESC
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2,080.57CR	118.20CR	5,507.99CR	19.90CR	2,198.08CR	11.76CR	29.75CR	160.00CR	30.00CR	44.99CR	41.81CR	424.93CR 353.51CR 118.89CR	197.58CR	430.40CR	AMOUNT
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2,080.57	118.20	5,507.99	19.90	2,198.08	11.76	29.75	160.00	30.00	44.99	41.81	897.33	197.58	430.40	CHECK

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Janell S MARTIN County Treasurer

SONORA TEXAS: 76950

THE STATE OF TEXAS COUNTY OF SUTTON AFFIDAVIT

FY 22-23 MONTHLY REPORT MAY 2023

The Treasurers' Monthly Report includes, but not limited to, money received and disbursed; and all other proceedings in the treasurer's office that pertain to the Financial Standing of Sutton County. {LGC 114.026(a)(b)}

The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled; any adjustments have been noted.

The affidavit must state the amount of the cash and other assets that are in the custody of the county treasurer at the time of the examination. {LGC 114.026 (d)} \$10,638,838.11 Month Ending Balance

The Treasurers' Monthly Report has been submitted and the Bank Reconciliations are pending review by Auditor. {LGC 114.026(b)}

All investments are in compliance with both the Public Funds Investment Act and the Sutton County Investment Policy. The investment strategy is passive, which maintains a liquid cash flow and safety of the investment as priorities. As your Treasurer, I keep a watchful eye to ensure that the "return of our principal" takes precedent over the "return on our principal". {GC 2256.023}

Therefore, Janell S. Martin, County Treasurer of Sutton County, Texas, who being fully sworn, upon oath says that the within and foregoing report is true and correct to the best of her knowledge.

Filed with accompanying data this 26th day of June, 2023.

Janel Schniers Martin, Treasurer, Sutton County/ Date

Commissioners' Court having reviewed the Treasurer's Report of presented, having taken reasonable steps to ensure its accuracy and based upon presentations of the Treasurer's Office approve the report, subject to the independent auditor's review and request that it be filed with the official minutes of the meeting. (LGC 114.026(c))

in Addition, the below signatures affirm that the Treasurer's Report complies with statutes as referenced. {LGC 114.026(d)}

oseph Marris, County Judge/ Date

Lee Bloodworth, Comm. Pct. #1/ Date

Bob Brockman, Comm. Pct. #2/ Date

Carl Teaff, Comm. Pct. #3/ Date

Heraldo Martinez, Comm. Pct. #4/ Date

9,019.08	0.00	3.60	9,015.48	FUND 89 TOTAL	
9,019.08 0.00	0.00	3.60 0.00	9,015.48 0.00	RIFF SEIZURE FUND -1050 CASH IN BANK & T -1070 CD - BANK & TRUS	SHERIFF 89 -1050 89 -1070
5,753.36	0.00	2.30	5,751.06	FUND 71 TOTAL	
5,753.36	0.00	2.30	5,751.06	SUTTON COUNTY #911 71 -1050 B & T CASH	SUTTO
465,949.32	11,038.47CR	3,311.09	473,676.70	FUND 65 TOTAL	
465,949.32	11,038.47CR	3,311.09	473,676.70	RRICAN RESCUE PLAN -1053 CASH - ARPA	AMERICAN 65 -1053
0.00	0.00	0.00	0.00	FUND 50 TOTAL	
0.00	0.00	0.00	0.00	DEV BLOCK GRANT CASH-TX COMM DEV	TX DE 50 -1
40.00	0.00	0.00	40.00	FUND 40 TOTAL	
40.00	0.00	0.00	40.00	TRICT ATTY HOT CK FUND -1050 CASH IN BANK - B	DISTRICT 40 -1050
1,656,094.74	60,627.14CR	50,271.40	1,666,450.48	FUND 15 TOTAL	
195,503.81 1,160,590.93 300,000.00	60,627.14CR 0.00 0.00 0.00	49,030.17 1,241.23 0.00	207,100.78 1,159,349.70 300,000.00	-1050 CASH IN BANK & T -1060 MM BANK & TRUST -1070 CD - BANK & TRUS	ROAD 15 -1 15 -1 15 -1
8,501,902.70	429,098.22CR	273,594.17	8,657,406.75	FUND 10 TOTAL	
4,296,616.58 0.00 4,205,286.12	429,098.22CR 0.00 0.00	273,594.17 0.00 0.00	4,452,120.63 0.00 4,205,286.12	GENERAL FUND 10 -1051 10 -1060 MM BANK & TRUST 10 -1070 CD - BANK & TRUS	GENER 10 -1 10 -1 10 -1
ENDING BALANCE	TOTAL CREDITS	TOTAL DEBITS	BEGINNING BALANCE	κ	73

ACCOUNT RECAP (cont.)

DATES:	
5/01/2023- 5/31/202	PAGE:
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10,638,838.11	500,763.83CR	327,232.56	10,812,369.38	REPORT TOTALS	
78.91	0.00	50.00	28.91	FUND 90 TOTAL	
78.91	0.00	50.00	28.91	CASH IN BANK & T	APPELLATE COURT 90 -1050
ENDING BALANCE	TOTAL CREDITS	TOTAL	BEGINNING BALANCE	č	٧

SUTTON COUNTY APPRAISAL DISTRICT 2024 PROPOSED BUDGET

		, DODOL!	
SALARIES:			
CHIEF APPRAISER			
CHIEF DEPUTY		71,120.00	
DEPUTY		48,040.00	
DEFOIT		38,000.00	
SUBTOTAL			
SUBTUTAL			157,160.00
EMPLOVEE DENERIT	·		
EMPLOYEE BENEFIT	s :		
WODKEDIS COMBENI	PATION	4.000.00	
WORKER'S COMPENS		1,000.00	
TEXAS WORKFORCE	COMMISSION	1,000.00	
CHIEF APPRAISER			
SOCIAL SE	CLIBITY	5 444 00	
	ISURANCE	5,441.00	
RETIREME	N	11,700.00	
RETIREINE	101	5,377,00	
CHIEF DEPUTY			
SOCIAL SE	CLIPITY	2 676 00	
HEALTH IN		3,676.00	
RETIREME		11,700.00	
RETIREME	IN I	3,632.00	
DEPUTY			
	CUDITY		
SOCIAL SE		2,910.00	
RETIREMS	SURANCE	11,700,00	
RETIREME	IN I	2,872.00	
SUBTOTAL			
OODIOIAL			61,008.00
CONTRACTED SERVE	CEQ.		
	N(mkt land and commercial apprai	40.000.00	
PERDUE, BRANDON, F	intro and consinercial apprai-	12,000.00	
COLLINS & MOTT(ag.		2 000 00	
THOS Y PICKETT (mir	latiu appraiser)	3,000.00	
ARMSTRONG, BACKL	IS & CO (audit)	115,000.00	
TRUE AUTOMATION	software/maintenance)	7,000.00	
EQUIPMENT (rent/mai	ntenance)	76,903.00	
Egon MENT (renomal	interiance)	5,550.00	
SUBTOTAL			240 452 00
			219,453.00
OPERATING EXPENS	FS:		
	20.		
LEGAL SERVICES		5,000.00	
CUSTODIAL		6,300.00	
DIRECTORS		1,000.00	
ARB BOARD		2,000.00	
OFFICE SUPPLIES		5,000.00	
POSTAGE		6,000.00	
UTILITIES		2,000.00	
TELEPHONE		4,500.00	
LEGAL NOTICES		2,000.00	
TRAVEL		4.000.00	
INSURANCE		3,000.00	
FEES/DUES		1,500.00	
EDUCATION		3,000.00	
AUTO EXPENSE		2,000.00	
CAPITAL EXPENDITU	RES	10,000.00	
SB2 POSTCARDS			
		2,500.00	

SUBTOTAL

59,800.00

TOTAL

497,421.00

RECEIVED BY

Date:

2024 TAXING ENTITIES ESTIMATED BUDGET ALLOCATIONS ESTIMATED ALLOCATION BASED ON 2022 TAX RATES

TAXING UNIT	ESTIMATED 2023 LEVY	PERCENTAGE OF LEVY	PROPOSED BUDGET	ESTIMATED ALLOCATION	ESTIMATED QTRLY PYMT
SUTTON CO	\$ 4,533,302.00	0.3376	\$ 497,421.00	\$ 167,929.33	\$ 41,982.33
SONORA ISD	\$ 6,266,616.00	0.4666	\$ 497,421.00	\$ 232,096.64	\$ 58,024.16
CITY OF SONORA	\$ 913,928.00	0.068	\$ 497,421.00	\$ 33,824.63	\$ 8,456.16
SUTTON CO WATER	\$ 317,968.00	0.0237	\$ 497,421.00	\$ 11,788.87	\$ 2,947.22
SUTTON CO HOSPITAL	\$ 1,397,596.00	0.1041	\$ 497,421.00	\$ 51,781.53	\$ 12,945.38
TOTAL	\$ 13,429,410.00	1		\$ 497,421.00	
SONORA ISD BREAKDOWN:					
APPRAISAL	\$ 52,105.70	\$ 52,105.70	\$ 52,105.70	\$ 52,105.70	\$ 208,422.80
COLLECTION	\$ 5,918.46	5,918.46	\$ 5,918.46	\$ 5,918.46	\$ 23,673.84
TOTAL	\$ 58,024.16	\$ 58,024.16	\$ 58,024.16	\$ 58,024.16	\$ 232,096.64

Appr 89.80% Coll 10.20%

CONTRACT FOR ASSESSMENT AND COLLECTION SERVICES

STATE OF TEXAS)(
COUNTY OF SUTTON)(

WHEREAS, Sutton County and the Sutton County Appraisal District have the power and authority with reference to the terms of Section 6.24, Property Tax Code, to authorize the Sutton County Appraisal District as the Tax Assessor-Collector for Sutton County.

NOW, therefore for the consideration hereinafter expressed and the mutual conditions hereof, it is mutually agreed by and between the Taxing Unit and the Appraisal District, as follows:

PURPOSE

The parties to this agreement wish to consolidate the assessment and collection of property taxes in one agency, namely the Sutton County Appraisal District.

TERM

This contract shall be effective from January 1, 2024 to December 31, 2025.

SERVICE TO BE PERFORMED

- The Appraisal District shall collect the ad valorem property taxes owing to the taxing unit that is a party to this contract. The Appraisal District further agrees to perform for the taxing unit all the duties provided by the laws of the State of Texas for collection of said taxes.
- 2. The Appraisal District shall also perform all the functions set out in this contract.
- 3. The Taxing Unit hereby contracts with the Chief Appraiser to serve as its tax assessor for purposes of compliance with Chapter 26 of the Texas Property Tax Code, as amended. In addition, the parties agree that the Chief Appraiser shall perform all duties required by law of the tax assessor-collector in regard to assessing and collecting ad valorem taxes.
- 4. The Appraisal District agrees to prepare and mail all tax statements; provide monthly collection reports to the Taxing Unit; prepare tax certificates; develop and maintain both

- current and delinquent tax rolls; and to develop and maintain such other records and forms as are necessary or required by Law of state rules and regulations.
- 5. The Appraisal District shall make payments of current taxes, delinquent taxes, penalty and interest collected into such depository as selected by the Taxing Unit on a weekly basis or as deemed necessary. The deposits shall be made to the account of the Taxing Unit. A copy of the deposit check shall be made available.

CONSIDERATION

- The Taxing Unit agrees to pay for the performance of all services under this contract.
 These costs shall be allocated among the taxing units contracting for assessment and collection services. Each taxing unit shall pay the portion of the cost of assessing and collecting equal to its proportionate share of the total levy.
- 2. The cost shall be estimated by the Chief Appraiser in a budget. Should the amount estimated for assessment and collection prove insufficient, the district may amend budget at that time by utilizing the same procedures normally used to amend the district budget.
- 3. Unless the governing body of a taxing unit and the Chief Appraiser agree to a different method of payment, each taxing unit shall pay its allocation in four equal payments to be made at the end of each calendar quarter, the first payment shall be made before January 1st of the year in which the budget takes effect. A payment is delinquent if not paid on the date it is due. A delinquent payment incurs a penalty of 5 percent of the amount of the payment and accrues interest an annual rate of 10 percent.
- 4. The parties agree that any other taxing unit authorized under the provision of the Tax Code to participate in the District, may join in this contract by agreeing to its terms and conditions. Should an additional taxing unit join in this contract, the District shall recalculate the total amount due from each Taxing Unit according to the formula used to calculate the original payment obligations. If any payments have been made to the district prior to the joining of the additional party, the remaining quarterly amounts will be adjusted to reflect the recalculated total payment due.
- 5. The Taxing Unit that request any extra expenses to be incurred by the District will be responsible for the additional costs.

DELINQUENT TAX SUITS

The Taxing Units authorizes the District to initiate such suits for the collection of delinquent taxes as the District deems necessary and to contract with an attorney as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

MISCELLANEOUS PROVISIONS

The District shall not be liable to the taxing units on account of any failure to collect taxes nor shall the Chief Appraiser be liable unless the failure to collect taxes results from some on failure her part to perform the duties imposed upon her by law and by this agreement.

DEFINITIONS

For the purpose of this agreement, the term "assessment" and "collection" shall include the following:

- Calculation of tax
- Preparation of current delinquent tax rolls
- Correction of clerical errors in tax rolls
- Collection of current liabilities
- Collection of delinquent taxes
- Issuance of refunds
- Calculation of the No-New Revenue Tax Rate and Voter Approval Tax Rate

The term "assessment" shall not include those functions defined as "appraisal" by the Property Tax Code.

EXECUTED as stated below

SUTTON COUNTY TEXAS //

INTERLOCAL COOPERATION AGREEMENT

For Housing of Lubbock County Inmates

This Agreement is made by and entered into between Lubbock County, Texas (hereinafter "Lubbock County") and Sutton County, Texas (hereinafter "Sutton County") on the date indicated below.

WHEREAS, Lubbock County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its jail, and

WHEREAS, Sutton County currently has the jail capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 4413(32c), Tex. Rev. Civ. Stat.), and

WHEREAS, Lubbock County and Sutton County desire to enter into an agreement pursuant to which Sutton County will provide housing and care for certain inmates incarcerated or to be incarcerated in Lubbock County's jail.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE I DETENTION SERVICES

- 1.01 HOUSING AND CARE OF INMATES: Sutton County agrees to accept, and provide for the secure custody, care and safekeeping of inmates of Lubbock County in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. Sutton County shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides for its own inmates confined in its own Jail subject to the terms and conditions of this Agreement.
- Medical Services: The per day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside Sutton County's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical and dental care, and does not include the costs associated with hospitalization of an inmate. Lubbock County shall pay Sutton County an amount equal to the amount Sutton County is required to expend for medical services other than those routine medical services provided for by the per day rate. When it becomes necessary for an inmate to be hospitalized, Sutton County shall contact Lubbock

County, through its Sheriff or designated representative, as soon as possible to inform Lubbock County of the fact that the inmate has been, or is to be, hospitalized and the nature of the illness or injury that has required the hospitalization.

Sutton County shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

Sutton County has the right to arrange for the hospital or health care provider to bill Lubbock County directly for the costs of hospitalization and/or medical care, rather than Sutton County paying the costs directly, Lubbock County shall reimburse Sutton County for such costs within forty-five (45) business days of receipt of invoice from Sutton County, which invoice may be delivered personally, by facsimile, by mail or by other reliable sources.

- 1.03 <u>MEDICAL INFORMATION:</u> Lubbock County shall provide Sutton County with medical information for all inmates sought to be transferred to Sutton County's facility under this Agreement, including information regarding any special medication, diet or exercise regimen applicable to each inmate.
- 1.04 **TRANSPORTATION AND OFF-SITE SECURITY:** Lubbock County is solely responsible for the transportation of its inmates to and from Sutton County's facility. Ambulance transportation (including emergency flight, etc.) is not covered by the per day rate and will be billed along with regular monthly billing submitted to Lubbock County by Sutton County.

Sutton County will provide stationary guard services (\$50 per hour per guard, with a minimum of two guards) as requested or required by circumstances or by law for inmates admitted or committed to an off-site medical facility. Lubbock County shall compensate Sutton County for the actual cost of said guard services to Sutton County, which shall be billed by Sutton County along with regular monthly billing for detention services.

Lubbock County is responsible for the transport of its inmates from Sutton County's facility to the Texas Department of Criminal Justice, Institutional Division.

- 1.05 **SPECIAL PROGRAMS:** The per day rate set out in this Agreement only covers basic custodial care and supervision and does not include any special educational, vocational or other programs. The parties may agree by a written amendment to this Agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.
- 1.06 **LOCATION AND OPERATION OF FACILITY:** Sutton County shall provide the detention services described herein at the Sutton County Jail in Sonora, Texas, which is operated by the Sutton County Sheriff.

ARTICLE II FINANCIAL PROVISIONS

- 2.01 PER DIEM RATE: The per diem rate for detention services under this Agreement is Sixty-Five_{dollars} (\$ 65.00) per man day. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this Agreement, except that Lubbock County will not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, Sutton County will bill for the day of arrival, but not for the day of departure.
- 2.02 <u>BILLING PROCEDURE:</u> Sutton County shall submit an itemized invoice for the services provided each month to Lubbock County, in arrears, invoices will be submitted to the officer of Lubbock County designated to receive the same on behalf of Lubbock County. Lubbock County shall make payment to Sutton County within thirty (30) days after receipt of the invoice. Payment shall be in the name of Sutton County and remitted to:

Amounts which are not paid timely in accordance with the above procedure shall bear an interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, which shall be a contractual obligation of Lubbock County under this Agreement. Lubbock County further agrees that Sutton County shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this Agreement.

ARTICLE III ACCEPTANCE OF INMATES

- 3.01 **PRIMARY TERM:** The primary term of this Agreement is for a period of one (1) year from the last date of execution. Date of execution shall be the date the last county signs this Agreement.
- 3.02 **RENEWALS:** This Agreement shall renew automatically each year upon the expiration of the current term unless either party provides the other with written notice of its desire not to renew the Agreement no less than sixty (60) days prior to the end of the contract term. Either party may seek to renegotiate this Agreement no less than sixty (60) days prior to the end of the contract term.
 - 3.03 <u>TERMINATION:</u> This Agreement may be terminated upon sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This Agreement will likewise terminate upon the happening of an event that renders the performance hereunder by Sutton County impracticable or impossible, such as severe damage

to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of Lubbock County's inmates.

ARTICLE IV ACCEPTANCE OF INMATES

- 4.01 COMPLIANCE WITH LAW: Nothing herein shall create any obligation upon Sutton County to house Lubbock County's inmates where the housing of said inmates will, in the opinion of Sutton County's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sutton County Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that Sutton County's Sheriff determines that a condition exists at Sutton County's facility necessitating the removal of Lubbock County's prisoners, or any specified number thereof, Lubbock County shall, upon notice by Sutton County's Sheriff to the Sheriff of Lubbock County, immediately (within eight (8) hours) remove said prisoners from the facility.
- 4.02 <u>ELIGIBILITY FOR INCARCERATION</u>: The only inmates of Lubbock County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Texas Commission on Jail Standards approved custody assessment system in place at Lubbock County's jail and pursuant to the custody assessment system in place at Sutton County's facility.

All inmates proposed by Lubbock County to be transferred to Sutton County's facility under this Agreement must meet the eligibility requirements set forth above. Sutton County reserves the right to review the inmates' classifications/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at Sutton County's facility, Sutton County reserves the right to demand that Lubbock County remove that inmate and replace said inmate with a non-high risk inmate of Lubbock County.

4.03 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES: Sutton County reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to Sutton County's facility, and Lubbock County shall cooperate with and provide information requested regarding any prisoner of Lubbock County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to Sutton County's Sheriff makes the inmate unacceptable for continued incarceration in Sutton County's facility in the opinion of Sutton County's Sheriff, Lubbock County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of Sutton

County's Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-tem medical segregation.

INMATE SENTENCES: Sutton County shall not be in charge of, or responsible for, the 4.04 computation or processing of inmates' time of confinement, including, but not limited to, computation of good time award/credits and discharge dates. All such computations and recordkeeping shall continue to be the responsibility of Lubbock County. It shall be the responsibility of Lubbock County to notify Sutton County of any discharge date for an inmate at least ten (10) days before such date. Sutton County will release inmates of Lubbock County only when such release is specifically requested in writing by the Sheriff of Lubbock County. However, it is agreed that the preferred and usual course of dealing between the parties shall be for Lubbock County to pick up and return inmates to Lubbock County facility shortly before their discharge date, and for Lubbock County to discharge the inmate from its own facility. Lubbock County accepts all responsibility for the calculations and determinations set forth above and for giving Sutton County notice of the same, and to the extent allowed by law, shall indemnify and hold Sutton County harmless for all liability or expense of any kind arising therefrom. Lubbock County is responsible for all paperwork, arrangements and transportation for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

ARTICLE V MISCELLANEOUS

- 5.01 <u>BINDING NATURE OF AGREEMENT:</u> This Agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.
- 5.02 <u>NOTICE:</u> All notices, demands, or other writings, including notices of address changes, may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following addresses:

To Sutton County:

Sutton County Sheriff's Office

401 E Oak St Sonora, TX 76950

To Lubbock County:

Lubbock County Detention Center

PO Box 10536 Lubbock, TX 79408

5.03 <u>AMENDMENTS:</u> This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioners' courts of the respective parties hereto.

- 5.04 **PRIOR AGREEMENTS:** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 5.05 <u>CHOICE OF LAW AND VENUE:</u> The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and performable in Sonora, Sutton County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in a district court of Sutton County, Texas.
- 5.06 APPROVALS: This Agreement must be approved by the Commissioners Court of Lubbock County and the Commissioners Court of Sutton County in accordance with the Interlocal Agreement Act.
- 5.07 <u>FUNDING SOURCE:</u> Lubbock County must pay all amounts due under this Agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of Lubbock County's Auditor below certifies that there are sufficient funds from current revenues available to Lubbock County to meet its obligations under this Agreement.

LUBBOCK COUNTY, TEXAS:

Cortis Parrish

Lubbock County Judge

Date Approved by Lubbock County

Commissioners Court 1-24-2023

ATTEST:

Kelly Pinion

Lubbock County Clerk

SUTTON COUNTY, TEXAS:

Joseph Harris

Setton County Judge

Date Approved by Sutton County

Commissioners Court Cal 202)

Pam Thorp

ATTEST:

Sutton County Clerk

Kathy Williams

Lubbock County Auditor

APPROVED AS TO CONTENT:

Kelly S. Rowe

Lubbock County Sheriff

REVIEWED AS TO FORM:

Jennifer Slack Civil Division

Criminal District Attorney's Office

APPROVED AS TO CONTENT:

Dowayne Castro
Sutton County Sheriff

REVIEWED AS TO FORM:

Muncale