

THE STATE OF TEXAS
COUNTY OF TERRELL

IN COMMISSIONERS COURT
SPECIAL SESSION

COMMISSIONERS COURT MINUTES, SPECIAL SESSION, SEPTEMBER 22, 2025

The Terrell County Commissioners Court met on Monday, the 22nd day of September 2025, at 2:00 P.M. in the commissioner's courtroom of the county courthouse in the city of Sanderson, Texas. Notices of the meeting place were posted at a site readily accessible to the general public at all times. They remained posted for at least seventy-two hours preceding the scheduled time of this meeting, in compliance with the Open Meetings Act.

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

Hon. Adam Johnson	Commissioner Pct. 1
Hon. Lupe Garza	Commissioner Pct. 2
Hon. Ele Hagelstein	Commissioner Pct. 3
Hon. Gene Chavez	Commissioner Pct. 4

Hon. Raeline Thompson	County and District Clerk
Hon. Pamela Blaylock	County Treasurer
Hon. Kenneth Bellah - Zoom	County Attorney
	County Sheriff
Dr. Adrian Billings	TTUHSC

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

County Judge to sign the anticipation loan with Pecos County State Bank for \$750,000.00 – Commissioner Johnson motioned to approve the County Judge to sign the anticipation loan with Pecos County State Bank for \$750,000.00. Commissioner Chavez seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

Interlocal Agreement between the Far West Regional Public Defender Office and Terrell County – Commissioner Chavez motioned to approve signing the Interlocal Agreement between the Far West Regional Public Defender Office and Terrell County. Commissioner Garza seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

THE STATE OF TEXAS	§	THE STATE OF TEXAS
COUNTY OF CULBERSON	§	COUNTY OF VAL VERDE

INTERLOCAL AGREEMENT
FAR WEST TEXAS REGIONAL PUBLIC DEFENDER'S OFFICE

I. Parties

1. THIS INTERLOCAL AGREEMENT is made by and between **CULBERSON COUNTY, TEXAS**, a political subdivision of the State of Texas, acting through this County Judge pursuant to authority granted by **CULBERSON COUNTY** Commissioners Court on the ____ day of _____, 2025: and

TERRELL COUNTY, TEXAS, a political subdivision of the State of Texas,

acting through County Judge pursuant to authority granted by TERRELL COUNTY Commissioners Court on the 22 day of September 2025;

Collectively, CULBERSON and TERRELL may be referred to individually as a party, or collectively as Parties. This Agreement is made pursuant to the Fair Defense Act, as established by the 77th Legislature through the passage of the Fair Defense Act.

2. All written notices called for or required by this Agreement shall be addressed to the following. In addition, each part may designate a different address by giving the others at least ten (10) days prior written notice of such change of address.

COUNTY OF CULBERSON
Honorable Carlos Urias
PO Box 927
Van Horn TX 79855

COUNTY OF TERRELL
Honorable Dale Lynn Carruthers
105 E Hackberry Street
Sanderson TX 79848

The parties hereby agree that the following statements are true and correct and constitute the basis upon which each has entered into this Agreement:

WHEREAS, this agreement is made under the authority granted by and pursuant Chapter 791 of the Texas Government Code;

WHEREAS, this Agreement is made in accordance with and pursuant to Article 26.044(b), Texas Code of Criminal Procedure;

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and that each has the legal authority to perform and to provide the government function or service which is the subject of the matter of this Agreement; and

WHEREAS, the performance of this Agreement by each party will be in the common interest of all parties and will benefit the general public;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

II. Agreement

1. CULBERSON COUNTY shall operate the Far West Texas Regional Public Defender's Office (hereafter FWTRPDO) on behalf of all participating Counties. The FWTRPDO is funded by a Texas Indigent Defense Commission grant and funds

contributed by each participating county. Terrell County shall participate in the FWTRPDO. The FWTRPDO will provide court-appointed counsel to adults in Terrell County accused of felonies and/or misdemeanors punishable by confinement and who are too poor to afford to hire their own attorney, except those arrested or charged as part of Operation Lone Star.

2. The county and district courts of Terrell County shall participate in the program. The program allows the District Courts and the County Court (Constitutional and/or Statutory) of each participating county to appoint the FWTRPDO for all cases in which appointment of counsel is appropriate. The program covers adult offenders only. Some appointments may occur outside of this contract due to the conflicts in representation (i.e. multiple defendants in a case, etc.), juvenile cases, capital cases, or cases arising from arrests made as part of Operation Lone Star, which are not included in this contract. Absent such situation, the parties agree that **all eligible appointments** shall be directed to the FWTRPDO. It is understood that the FWTRPDO will work with due diligence to staff an office in Val Verde County, and that there will be a start-up period during which the office will not accept cases. However, the office will accept cases in a graduated manner proportionate to staffing as soon as is possible, consistent with the Texas Rules of Professional Conduct and caseload guidelines from the Texas Indigent Defense Commission.

3. VAL VERDE COUNTY hereto agrees to expand existing funds budgeted for indigent defense to pay its designated share of the Public Defender office to CULBERSON COUNTY, which is the administrative grant county operating the program on behalf of all participating counties. During the period of October 1, 2025 through September 30, 2026, the designated share of the program cost for TERRELL COUNTY per annum is \$8000.00. TERRELL COUNTY agrees to pay 1/12 of the annual amount (\$666.67) to CULBERSON COUNTY by October 5, 2025, and by the 5th of each month thereafter. For each subsequent annual period beginning October 1, 2026, the designated share of the program cost for TERRELL COUNTY will be modified for salary cost-of-living adjustments according to the percentage provided to Culberson County employees, unless this agreement is superseded.

4. TERRELL COUNTY agrees to appoint its elected County Judge as representative to serve on the oversight board responsible for monitoring the caseload and activities of the FWTRPPO.

5. Nothing contained in this Agreement is intended to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint any party as an agent of the other party, for any purpose whatsoever.

6. The failure of any party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

7. If any action, whether real or asserts, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in CULBERSON COUNTY, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.

8. The provisions and conditions of this Agreement are solely for the benefit of CULBERSON and TERRELL COUNTIES and are not intended to create any rights, contractual or otherwise, to any other person or entity. BREWSTER COUNTY, JEFF DAVIS COUNTY, HUDDSPETH COUNTY, PRESIDIO COUNTY, AND VAL VERDE COUNTY are also eligible to participate in the FWTRPPO through interlocal agreements with CULBERSON COUNTY.

9. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligation hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, or delays caused by unforeseen construction or site issues, fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other party, its affiliates/related entities and/or their contractors, or any actions or inactions of third parties or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do

or perform the same, regardless of whether any such circumstances is similar to any of those enumerated or not (Force Majeure), the party so obligated or permitted shall be excused from doing or performing the same during such period of Force Majeure, so that the time period applicable to such performance shall be extended for a period of time equal or the period such party was delayed due to the event of Force Majeure.

10. In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

11. This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the parties as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. This Agreement may be executed by multiple originals, each to be submitted for approval to the party's commissioner's court.

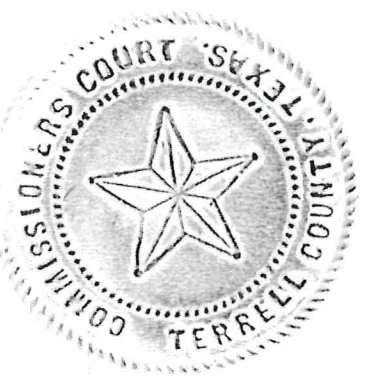
SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF CULBERSON
STATE OF TEXAS

COUNTY OF TERRELL
STATE OF TEXAS

By: _____
Honorable Carlos Urias
Culberson County Judge

By: 
Honorable Dale Lynn Carruthers
Val Verde County Judge



Brett Butler Invoice for \$2,899.00 for Sonic wall for Sheriff's Office – Commissioner Johnson motioned to approve paying the invoice from Brett Butler for \$2,899.00 for the Sonic wall for the Sheriff's Office out of the Sheriff's supply fund. Commissioner Garza seconded the motion calling for a vote; all members answered "aye," and the motion carried.

Discussion with Dr. Adrian Billings regarding the TTUHSC Telehealth Clinic and Sanderson –
No Action

Approve the Contract between TTUHSC Telehealth Clinic and Sanderson – Commissioner Johnson motioned to approve the contract between TTUHSC Telehealth Clinic and Sanderson. Commissioner Chavez seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

Approve Troy Sparks to start requesting sponsorship for grant funding for the Clinic – Commissioner Chavez motion to approve Troy Sparks to start requesting sponsorship for grant funding for the Clinic. Commissioner Johnson seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

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

/s/ Raeline Thompson

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

ORDER TO APPROVE MINUTES OF SPECIAL SESSION

The above and preceding minutes of the meeting held on September 22ND, 2025, are now approved (as amended this _____ day of _____ 2025) as presented IN OPEN COURT this 14TH day of

September AD, 2025

Robert Carson Miller Presiding Officer

Raeline Thompson County Clerk

