



**County Judge
Harrison County**

#1 Peter Whetstone Square, Room 314
Marshall, Texas 75670
903-935-8401
903-935-4853 Fax
Charlene Graff, Judicial Admin. Assist.

FILED IN RECORD
2024 JUL 23 PM 1:42
BY: [Signature] COUNTY

Pursuant to Chapter 551 of the Texas Government Code requiring governmental bodies to give notice of their meetings, this is to advise that a **REGULAR meeting of the Harrison County Commissioner's Court will be held at 9:00 a.m. on the 30th day of July, 2024 in the Commissioners' Courtroom at the Harrison County Historic Courthouse in Marshall, Texas**, at which time the Commissioners' Court will consider all matters pertaining to Harrison County business and grant authorization for the County Judge to execute any and all documents as may come before said Commissioner's Court for approval, including by way of information but not limitation, the following matters:

INVOCATION

PLEDGE OF ALLEGIANCE:

AMERICAN FLAG

TEXAS FLAG: "Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State Under God, One and Indivisible"

ANNOUNCEMENTS:

PUBLIC COMMENTS – AGENDA ITEMS ONLY

DECLARE A QUORUM PRESENT:

CALL TO ORDER:

AGENDA

A. AUDITOR:

1. Consideration and approval regarding Line Item Transfers.
2. Consideration and approval of payment of Regular Bills.
3. Consideration and approval of Payroll for July 19, 2024.

B. ROAD AND BRIDGE DEPARTMENT:

1. Consideration and approval of personnel changes for the Harrison County Road & Bridge Department.
2. Consideration and approval of the utility applications submitted to the Harrison County Road & Bridge Department as follows:

Etex Telephone Cooperative	Edmondson Rd – CR 4600
Etex Telephone Cooperative	McPhail Rd - CR 4121
Etex Telephone Cooperative	Driskell Bridge Rd - CR 4106
Etex Telephone Cooperative	Simmons Rd - CR 4503
Etex Telephone Cooperative	Tom Smith Rd – CR 4124

C. SHERIFF'S DEPARTMENT:

1. Consideration and approval to accept a donation from the Federal Law Enforcement Training Center (FLETC) for a Nikon Z50 Camera S/N 30913358 in regards to the FLETC Student Training by a Cody Hargrove with said camera to be used by the Harrison County Sheriff's Office Crime Scene.

D. TREASURER:

1. Consideration and approval of the Harrison County Treasurer's Investment report for the month of June 2024.
2. Consideration and action regarding the approval of the Treasurer's Monthly Report for June 2024 and the authorization to publish on the county website pursuant to LGC Section 114.026.

E. TAX ASSESSOR:

1. Consideration and approval of the contract agreement between Accelerated Card Company, LLC. DBA Certified Payments and Harrison County so that Harrison County can accept payments by electronic ACH entries through a third party ACH Service provider.

F. ELECTIONS:

1. Consideration and action to discuss and approve the proposed polling locations for EARLY voting for the November 5, 2024 election as follows:
Main – Harrison County Elections Office
T.J. Taylor, Karnack
Waskom Sub-courthouse
ESD 9, Elysian Fields

Gold Hall, Hallsville
Woodland Hills Baptist Church, Longview
Harleton Community Center

2. Consideration and action to discuss and approve the proposed polling locations for ELECTION DAY voting for the November 5, 2024 election as follows:

Marshall Convention Center
ETBU
Wiley University, Student Center
T.J. Taylor, Karnack
ESD 9, Elysian Fields
ESD 3, Scottsville
St. Marks Methodist Church
ESD 2 Station 3, Nesbitt
Gold Hall, Hallsville
ESD 1 Station 3, On FM 449
Woodlawn Baptist Church
Harleton Community Center
West Harrison VFD ESD 1 Main
Waskom Sub-courthouse
Friendship Baptist Church
Marshall Public Library
Morton Baptist Church
Woodland Hills Baptist Church

G. PURCHASING:

1. Consideration of approval of the sealed bid specification for the following Bid #2024 - 04 ROW Mowing Without Litter Removal and authorization of publication for said bid notice of bidders in the local newspapers and Harrison County Purchasing website.

H. NEW BUSINESS:

1. Presentation by ETEX Telephone Coop regarding broadband proposal for the use of the remaining ARPA funds for Harrison County.
2. Consideration and approval of the ratification for Brad Thomas, Maintenance Supervisor, for the purchase of an A.O.Smith-119 gal storage commercial natural gas water heater, model BTH 500 from e.comfort.com in the amount of \$16,900.00 for Willoughby Juvenile Detention Center.
3. Call of Court to Executive Session pursuant to Government Code Section 551.071, consultation with attorney regarding matters related to Harrison County.

ADJOURN



CHAD SIMS, COUNTY JUDGE

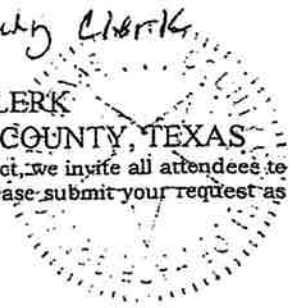
This is to certify that at the time and date stamped hereon, the notice of a meeting, a copy of which is attached hereto, has been filed in my office, and posted on my official bulletin board in the Courthouse, as is required by Texas Government Code, Chapter 551.

Executed on: July 26, 2024
25

Michael Summers Deputy Clerk

COUNTY CLERK
HARRISON COUNTY, TEXAS

(In accordance with Title III of the Americans with Disabilities Act, we invite all attendees to advise us of any special accommodations due to disability. Please submit your request as far as possible in advance of the program you wish to attend.)





County Judge

CHAD SIMS

Harrison County

Historic Courthouse Room 314

Marshall, Texas 75670

903-935-8401

903-935-4853 Fax

Charlene Graff, Judicial Administrative Assistant

FILED FOR RECORD

2024 JUL 25 PM 3:30

CLERK OF COURTS
HARRISON COUNTY, TEXAS

BY PR DEPUTY

Pursuant to Chapter 551 of the Texas Government Code requiring governmental bodies to give notice of their meetings, this is to advise that a Regular meeting of the HARRISON COUNTY COMMISSIONERS' COURT will be held at 9:00 a.m. on the 30th day of July, 2024, in the COMMISSIONERS' COURTROOM at the HARRISON COUNTY HISTORIC COURTHOUSE in MARSHALL, TEXAS, at which time the Commissioners' Court will consider all matters pertaining to Harrison County business and grant authorization for the County Judge to execute any and all documents as may come before said Commissioner's Court for approval, including by way of information but not limitation, the following matters:

SUPPLEMENTAL AGENDA

- 1. Consideration and action to approve an Agreement between Sydaptic, Inc. and Harrison County, Texas to design, build, and install a control system for the Harrison County Jail and the Annex Facility in the amount of \$577,440.36 as presented by Patrick Scott, President of Sydaptic, Inc.

Chad Sims

CHAD SIMS, COUNTY JUDGE

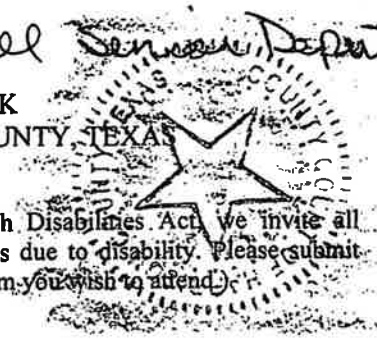
This is to certify that at the time and date stamped hereon, the notice of a meeting, a copy of which is attached hereto, has been filed in my office, and posted on my official bulletin board in the Courthouse, as is required by Texas Government Code, Chapter 551.

Pam Rockwell *Senior Deputy*

COUNTY CLERK
HARRISON COUNTY, TEXAS

Executed on July 25, 2024

(In accordance with Title III of the Americans with Disabilities Act, we invite all attendees to advise us of any special accommodations due to disability. Please submit your request as far as possible in advance of the program you wish to attend.)



Agreement Between
Sydaptic, Inc., and
Harrison County, TX

Whereas, in accordance with the terms and provisions of this agreement ("This Agreement"), Harrison County in the State of Texas desires Sydaptic, Inc., a Texas corporation, ("Sydaptic") to design, build, install, a control system for the Harrison County Jail and the Annex Facility and,

Whereas, in accordance with the terms and provisions of This Agreement, Sydaptic is willing to design, build, and install the Control System;

Know all persons that, for good, valuable, and sufficient consideration received, Harrison County and Sydaptic enter into This Agreement agreeing as follows:

1. The Control System: Sydaptic will design, build, install, and test a Control System for the Facility and other duties as listed (the "Work") as follows:

- a) Door Control: The control system shall control a total of 72 existing gate doors or sliding doors in the County Jail and 71 existing doors or sliding doors in the Annex Facility. In all cases, the control of these doors are from a county-supplied control picket;

- 1) For this control group the county shall provide information regarding door names and door locations for programming purposes.
- 2) Existing door locks shall be reused (provided, however, that Sydaptic shall replace at the County's expense any and all of those items which cannot be reasonably, safely, and/or reliably used or which the County otherwise decides to replace)

- 3) Sydaptic shall provide an interface compatible to the security style of door locks; using a proper voltage; and using processor control utilizing a computer generated screen designed, provided, and installed by Sydaptic for the control of these doors.
 - 4) Sydaptic will allow a control strategy which would allow the existing gate or swing-style doors to be controlled. If more doors are added at a later time the addition of these doors will be an additional cost.
- b) Sally Port Door Control: 2 Sally Port Doors will be controlled by the control system for the County Jail and 2 for the Annex Facility. It is assumed that each sally port door will operate 3 ways, OPEN, STOP, and CLOSE. If there is working feedback from the gates as their status and it is operational, the status will be displayed on the control screen.
- c) Intercom Control: The control system shall control a total of 195 existing intercoms for the County Jail and 108 existing intercoms for the Annex Facility. Existing intercom speaker plate and associated wiring shall be reused (provided, however, that Sydaptic shall replace at the County's expense any and all of those items which cannot be reasonably, safely, and/or reliably used or which the County otherwise decides to replace). The Control Picket will have a suitable speaker which can be used in a push-to-talk fashion to communicate to any selected intercom speaker. The Control Picket speaker assembly shall be installed in a small

enclosure provided by Sydaptic suitable for the environment;

1) Sydaptic will provide control of existing intercom remote speakers.

All of the remote speakers will need to be of the same type such as 45 ohm, or 25 volt. The default impedance will be 25 volt.

d) Utilities Control: The Control System will control 6 number of utilities for the County Jail and 109 utilities for the Annex Facility. Utilities are defined by any and all items controlled that are not doors, intercoms, sally ports, keycard/biometric door operation, or cameras. Examples of utilities are, but not limited to lights, outlets, water, TVs, etc. Operation of utilities will be ON/OFF only.

e) Video/Camera Control: The system will control video feeds from all IP network cameras at both facilities. If analog cameras are currently being used, Sydaptic will use the recorders as a streaming device. In either options the client is responsible for providing all required information for complete operation. Required information is defined as, but not limited to, IP address numbers, gateway address, username and passwords, etc. Client must provide this information 60 days after contract signing to ensure installation date.

f) Keycard/Biometric Door Control: The System will control 2 number of keycard/biometric readers, and the readers only at the Annex Facility. Sydaptic will not be responsible for any operations or any scheduling on the existing keycard/biometric system, just providing a signal to that

system.

- g) **Circuit Boards**: All circuit boards will be field replaceable and have limited diagnostic capabilities.
- h) **Battery Backup**: The control system shall have a battery backup sufficient to enable the Control System and the hardware and equipment it controls to operate (up to 10 minutes) until the emergency generator activates after a total main electric outage at the Facility.
- i) **Control System's Enclosure**: The Control System's Control Picket components shall be contained within 2 enclosures (1 per jail) already on location.
- j) **Control System's Design and Approval**: The control systems shall be designed to meet or exceed the minimum standards of the Texas Commission on Jail Standards ("Commission"). The design shall be submitted by Sydaptic initially to the County for its approval and thereafter to the Commission for its approval. Any design modifications and corrections required by the Commission shall be made by Sydaptic at no additional cost to the County. The Commission's approval shall be deemed unnecessary, however, if the Commission declines to review the design.
- k) **Items to be Installed**: Below is a list of items to be installed by Sydaptic. These items are based on the above numbers.
 - 3 back plates for existing cabinets

- 4 new cabinets for security equipment
- Door, Intercom, and video control boards required for the install
- 7 Power Supplies
- 2 LED screens for control of system.
- 2 LED screens for video display
- 2 Control PC, and one spare
- 2 Video/Camera PC and one spare
- 0 new IP network dome cameras
- 0 new IP network PTZ cameras
- 0 new IP network fisheye cameras
- 0 new IP network Multiview cameras
- 0 video recorders with 0 days of recording (number of days is estimated unless otherwise stated)
- 2 network switches
- 0 new intercoms speaker stations
- 2 Master Control Speakers
- 2 Intercom amplifiers
- 0 Paging amplifier

2. **Training:** Sydaptic will provide onsite training and training at our facility. Transportation and lodging will be considered outside the contract price and will be the responsibility of the Counties to provide.
3. **Onsite Trash Disposal:** Client is responsible for providing suitable trash

receptacles outside the facility, and the removal of any trash, accumulated during the installation once placed inside the receptacles. Sydaptic's responsibility will be to pickup/place any trash in the outside receptacles and providing all receptacles used inside during the installation.

4. **Endpoint Documentation**: Sydaptic will provide endpoint documentation of all of the endpoints used in the completed Jail Control System.
5. **Wire Management**: Sydaptic will complete the wire management of all of the control panels once the County has approved the endpoint documentation.
6. **Maintenance Passwords**: Sydaptic will input 2 maintenance passwords at the control location; 1 for the County and 1 for Sydaptic.
7. **Performance of the Work and Availability of the Facility Therefore**: Sydaptic will complete the Work within 180 days after contract signing. The County shall make the Facility available for performance of the Work from 8:00 a.m. to 5:00 p.m. on weekdays and at other times reasonably necessary or appropriate for Sydaptic to perform the Work and shall provide all persons performing the Work at the Facility with a work environment which shall be safe and protected from all prisoners and other persons being detained in any manner at the Facility;
 - i. Prior to Sydaptic personnel being onsite, the County shall issue a document to Sydaptic indicating any airborne, recent outbreak, or otherwise any other medical conditions in the facility which could negatively impact the health of any Sydaptic personnel.
 - ii. It is understood that in order to replace the system efficiently, the

Facility will be on keys and will need to provide additional personnel to cover the increase need for being on keys and for lack of communication to the cells/tanks. Sydaptic will be in control of the times the facility will be on keys.

8. **Contract Price:** The total contract price payable by the County to Sydaptic for the Work (the "Contract Price") shall be \$577,440.36

- a) An initial payment of \$115,488.00 shall be made within ten days after the execution of this Agreement for preliminary microcode, system design, floor plan design and other start-up design engineering services.
- b) The remainder of the contract price shall be made upon completion.

9. **Insurance:** Sydaptic shall carry:

- a) Workers compensation as statutorily required.
- b) General liability insurance in an amount not less than \$2,000,000.00 (\$1,000,000.00 of which shall protect the County as an additional insured).
- c) Professional liability insurance in an amount not less than \$1,000,000.00.
- d) Products and completed operations insurance in an amount not less than \$300,000.00. Proof of the existence of the above referenced insurance may be provided by Sydaptic to the County prior to beginning the Work if requested by the County, and that insurance must be maintained for a period of two (2) years after final payment of the Contract Price to Sydaptic by the County.

10. **Lifetime Warranty:** Sydaptic will provide a lifetime warranty on all control boards

that Sydaptic designed, manufactured, and installed for the 1220 jail control system. This warranty covers against what is considered as normal use. Sydaptic will have the final and only determination if a control board failed under normal use. All other failures will be covered at the County's expense.

- a) The Work will be performed in a good, workmanlike, and professional manner according to applicable industry standards using the level of professional skill required of and normally applied by other professionals performing the same or similar services. If the Work has not been so performed, Sydaptic's only liability under the Lifetime Warranty will be to furnish labor and materials necessary to cause the Work to be so performed and will provide such labor and materials from 8:00 a.m. to 5:00 p.m. on Monday through Friday with a response time to the extent reasonably possible of not more than 30 working hours.
- b) For an additional charge payable by the County to Sydaptic tied to the incremental overtime cost incurred by Sydaptic, at any time with a response after 5:00pm to 8:00am Monday through Friday or anytime on the Weekend by Sydaptic. County will be made aware of the additional cost for the service work before any technician is dispatched. If a technician is already onsite performing any warranty work and does not complete said work until after 5:00pm, then no additional charge will be made to the County. There will be no additional cost for any phone support for the County regardless of day or time the call is placed.

- c) **No warranty of fitness for a particular purpose or other implied warranty shall exist.**
- d) **All warranty work must be performed only by Sydaptic and/or its authorized technicians or engineers. Sydaptic shall neither pay nor be responsible for any warranty or other work performed by any other person or entity on the Control System unless Sydaptic in advance and in writing authorizes that warranty or other work to be performed by that other person or entity. If any unauthorized warranty or other work is performed by any unauthorized person or entity on a Control System, Sydaptic shall neither pay nor be responsible for any additional warranty or other work on that Control System which in any manner and to any extent is generated, necessitated, and/or complicated by the performance of that unauthorized warranty or other work unless and until that Control System has been restored at no cost to Sydaptic either to the same condition in which existed prior to the performance of that unauthorized warranty or other work, or to some other condition acceptable to Sydaptic.**
- e) **A Control System or its components may be repaired, replaced, or substituted as determined reasonably appropriate by Sydaptic using a Control System or components of equal or greater quality to that repaired, replaced, or substituted and using new and/or reconditioned components made by various manufacturers. Any such repair, replacement, or substitution or other warranty work shall not cause the warranty period to**

be extended in any manner.

- f) The County's sole and exclusive remedy for any and all warranty claims is through the above referenced warranty service; and, to acquire that service, the County must first contact Sydaptic and place a service call.

11. Indemnification: Sydaptic agrees to indemnify and hold harmless the County from all liability and claims arising from defects in its work up to the limit of its liability set out in section 11 below. Further, Sydaptic agrees:

- a) to indemnify, defend, and holds harmless the County against any intellectual property right infringement claim;
- b) to refund that portion of the Contract Price, if any, attributable to any of the Work that the County is unable to use because of a lawful infringement claim; and
- c) if a lawful infringement renders the Work functionally unusable for the purpose intended, to refund the entire the Contract Price.

12. Absence of Representations, Other Warranties, and Liability for Damages and

Injuries: Sydaptic makes no representation or warranty of any kind in any manner concerning the Work except as expressly stated in This Agreement.

Notwithstanding anything in This Agreement to the contrary, any and all of Sydaptic's warranties, liabilities, and obligations of any kind under This Agreement shall not in the aggregate in any manner for any reason exceed the Contract Price. Sydaptic shall not be liable for incidental or consequential damages.

13. Notice of a Material Breach of This Agreement: If a material breach of This Agreement by either Party occurs, the non-breaching Party may terminate This Agreement:

- a) If that non-breaching Party gives the breaching Party at least thirty (30) days notice of that breach.
- b) If that breaching Party does not cure that breach within that thirty (30) days or, if a cure within that period of time is not possible, proceed promptly to cure that breach as quickly as possible.

14. The Parties' Representatives: Captain John Hain shall be the County's primary representative, and Patrick Scott shall be Sydaptic's primary representative. Each representative of a Party shall be authorized:

- a) To make decisions for that Party and consult and work with the other Party as necessary and/or appropriate in connection with the Work and This Agreement.
- b) To designate one or more other persons to act for as that representative in that representative's capacity.

15. Attorney's Fees and Costs: Each Party solely shall be responsible for and pay all attorney's fees, costs, and expenses of any kind incurred by that Party in connection with the negotiation, preparation, and execution of This Agreement. If any lawsuit is brought to enforce This Agreement, in addition to receiving other relief, the prevailing Party shall be entitled to recover from the non-prevailing Party all attorney's fees and costs reasonably and necessarily incurred by the

prevailing Party.

16. **Mediation**: The Parties agree, prior to resorting to litigation, to submit any dispute arising out of This Agreement to non-binding mediation before an agreed mediator.
17. **Assignability**: The rights and obligations of each Party under This Agreement may not be assigned to any other person or entity without the other Party's prior written consent.
18. **Binding and Beneficial Effect**: This Agreement shall be binding upon and inure to the benefit of each Party and all of that Party's representatives, executors, administrators, heirs, successors, and assigns.
19. **Waiver of Default**: Waiver of or consent to any default shall not occur, because a non-defaulting Party fails immediately to declare a default or to take any action. Pursuit of one or more of the remedies stated in This Agreement shall not preclude pursuit of any of the other remedies stated in This Agreement or provided by law and/or equity.
20. **Further Assurances**: Each Party agrees to execute and deliver any additional documents and to perform any additional acts necessary or appropriate to satisfy the terms of This Agreement and all transactions contemplated by This Agreement.
21. **Integration**: No oral understanding, statement, promise, representation, warranty, or agreement exists between the Parties; and This Agreement constitutes the only agreement of the Parties, supersedes any prior understanding, statement, promise,

representation, warranty, or agreement, and may not be modified in any manner other than by a writing executed by the Parties.

22. Choice of Law and Venue: This Agreement is being made in McLennan County, Texas, and will be construed under the laws of the State of Texas without regard to choice-of-law rules of any jurisdiction. Venue shall be exclusively in that County for any lawsuit in any manner related to This Agreement.

23. Legal Construction: Each provision of This Agreement shall be interpreted to the fullest extent possible in a manner sufficient to make it valid, legal, and enforceable. If any provision of This Agreement, however, cannot be so interpreted, that provision's invalidity, illegality, or unenforceability shall not affect any other provision of This Agreement; and This Agreement shall be construed as if that invalid, illegal, or unenforceable provision had not been included in This Agreement. Whenever required by context:

- a) The singular and plural cases will each include the other.
- b) The masculine, feminine, and neuter genders will each include the others.
- c) "Person" shall include any kind of entity. Headings in This Agreement are for reference only and are not intended to restrict or define the text of This Agreement. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

24. Recitals: Any and all recitals in This Agreement constitute a substantive part of This Agreement and are represented by the Parties to be accurate.

25. Time: Time is of the essence.

26. Counterparts: This Agreement may be executed in any number of counterparts with the same effect as if all of the Parties had signed the same document. All counterparts will be construed together and be deemed one and the same document.

27. Execution: Each Party is fully and lawfully authorized to execute This Agreement, has read it, has either consulted or had an opportunity to consult with an attorney of that Party's choice, understands This Agreement's effect, and is executing it freely, voluntarily, and for good, valuable, and sufficient consideration received.

28. Notices: Any notice required or permitted under This Agreement must be in writing and will be deemed delivered, whether or not actually received, when deposited with the United States Postal Service with postage prepaid, as certified mail with return receipt requested, and addressed to the intended recipient at the address shown in This Agreement. Notice may, also, be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any Party may change that Party's address for notice by written notice of that change delivered as provided in This Agreement to each other Party.

29. Addresses: Each Party's address is as follows:

Sydaptic, Inc., a Texas corporation
Attention: Patrick Scott, President
P.O. Box 8883, Waco, Texas 76714-8883
217 Schroeder Drive, Waco, Texas 76710

Address and Contact Info

Dated: March 15, 2024.

By: _____ By: _____
Patrick Scott, as President Name

**REGULAR MEETING OF THE COMMISSIONERS' COURT
HELD IN THE HISTORIC HARRISON COUNTY COURTHOUSE
MARSHALL, TEXAS
THIS THE 30TH DAY OF JULY, 2024**

BE IT REMEMBERED that at 9:00 a.m. on the 30th of July 2024, Regular Session in the Commissioners' Courtroom in the Historic Harrison County Courthouse in Marshall, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same. The meeting was open to the public and notices of said meeting were posted as required by law.

Invocation was led by County Judge Chad Sims

Pledge of Allegiance:

American Flag

Texas Flag: "Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State under God, One and Indivisible"

The following were present:

Chad Sims,	County Judge
William Hatfield,	Commissioner, Precinct #1
Zephaniah Timmins,	Commissioner, Precinct #2
Phillip Mauldin,	Commissioner, Precinct #3
Jay Ebarb,	Commissioner, Precinct #4
Liz James,	County Clerk
Becky Haynes,	County Auditor

ANNOUNCEMENTS: Declare A Quorum Present:

When the following were heard and the following Orders passed:

Call to Order by the County Judge, Chad Sims, at 9:01 a.m.

Item A: County Auditor: No Administrative Report: No action to be taken concerning Submission of financial reports.

Motedioned by Comm. Ebarb
Seconded by Comm. Mauldin
All members voting in favor
Motion carried unanimously (5-0)
Order #2024-349

Item #1. IT IS ORDERED by the Commissioners' Court of Harrison County, Texas to approve Line Item Transfers in the amount of \$ 50,785.88. Exhibit A-1

For the record: The largest transfers is from the SB 22 transferring between the two jails, budgeting in one and the actuals are posting in the other.

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Motioned by Comm. Timmins
Seconded by Comm. Hatfield
All members voting in favor
Motion carried unanimously (5-0)
Order #2024-350

Item #2. IT IS ORDERED by the Commissioners' Court of Harrison County, Texas to approve the payment for Regular Bills in the amount of \$1,115,120.29. Exhibit A-2

For the record: \$187,534.33 is related to the confinement grant from the jail. We did get all invoices paid that had been for services or products being delivered with the exception of training. Since that was not delivered prior to the closeout of the grant, which is July 31, the grant will not cover that. Training is about \$5300.00 between Willoughby and the jail so the County will have to cover.

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Motioned by Comm. Ebarb
Seconded by Comm. Timmins
All members voting in favor
Motion carried unanimously (5-0)
Order #2024-351

Item #3. IT IS ORDERED by the Commissioners' Court of Harrison County, Texas to approve Payroll for July 19, 2024. Exhibit A-3

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Item B: Road and Bridge Department Administrative Report: Luke Davis gave report on 2024 Construction Completed & in Progress—Reynolds and Kay kicked off our net RMA project on Lansing Switch, which they started yesterday. They have completed 6.725 miles and have another 2 ½ in progress. Right now we are on Davidson and Homer Cooper Road. R&B are working six days a week 10-12 hours a day trying to get all the summer work done. Judge Sims said they still have \$75,000 left in the ARPA money and would like to see it used on seal coat or another project. Exhibit B

Motioned by Comm. Timmins
Seconded by Comm. Mauldin
All members voting in favor
Motion carried unanimously (5-0)
Order #2024-352

Item #1. IT IS ORDERED by the Commissioners' Court of Harrison County, Texas to approve the personnel changes for July 11, 2024, through July 24, 2024 for the Harrison County Road & Bridge Department. Exhibit B-1

NEW HIRES: None

RESIGNATIONS: 1

TERMINATIONS: None

RETIREMENTS: None

TRANSFER: None

Full Time Employees (53)	48 (the Road Administrator)
F/T Vacancies:	5
Part Time Employees (3)	3
Part Time Vacancy:	0
Temporary (6)	6
Temp. Vacancies:	0

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Motioned by Comm. Ebarb
 Seconded by Comm. Mauldin
 All members voting in favor
 Motion carried unanimously (5-0)
 Order #2024-353

Item #2. IT IS ORDERED by the Commissioners’ Court of Harrison County, Texas to approve the utility applications submitted to the Harrison County Road & Bridge Departments as follows:
 Exhibit B-2

Etex Telephone Cooperative	Edmondson Rd –CR 4600
Etex Telephone Cooperative	McPhail Rd – CR 4121
Etex Telephone Cooperative	Driskell Bridge Rd – CR 4106
Etex Telephone Cooperative	Simmons Rd – CR 4503
Etex Telephone Cooperative	Tom Smith Rd – CR 4124

Item C: Sheriff’s Department: No Administrative Report

No action to be taken --- concerning statistics reflecting law enforcement activity; execution of civil responsibilities, jail population, and location of and turnover in prisoners. No Exhibit

Motioned by Comm. Hatfield
 Seconded by Comm. Ebarb
 All members voting in favor
 Motion carried unanimously (5-0)
 Order #2024-354

Item #1. IT IS ORDERED by the Commissioners’ Court of Harrison County, Texas to approve a donation from the Federal Law Enforcement Training Center (FLETC) for a Nikon Z50

Camera S/N 30913358 in regards to the FLETC Student Training by Cody Hargrove with said camera to be used by the Harrison County Sheriff's Office Crime Scene.
Exhibit C-1

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Item D: Treasurer:

Motioned by Comm. Ebarb
Seconded by Comm. Mauldin
All members voting in favor
Motion carried unanimously (5-0)
Order #2024-355

Item #1. IT IS ORDERED by the Commissioners' Court of Harrison County, Texas to approve the Harrison County Treasurer's Investment Report for the month of June 2024. Exhibit D-1

//////////

Motioned by Comm. Timmins
Seconded by Comm. Hatfield
All members voting in favor
Motion carried unanimously (5-0)
Order #2024-356

ITEM #2. IT IS ORDERED by the Commissioners' Court of Harrison County, Texas to approve Treasurer's Monthly Report for June 2024 and the authorization to publish on the county website pursuant to LGG Section 114.026.
Exhibit D-2

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Item E: Tax Assessor:

Motioned by Comm. Ebarb
Seconded by Comm. Timmons
All members voting in favor
Motion carried unanimously (5-0)
Order #2024-357

Item #1. IT IS ORDERED by the Commissioners' Court of Harrison County, Texas to approve the contract agreement between Accelerated Card Company, LLC. DBA Certified Payments and Harrison County so that Harrison County can accept payments by electronic ACH entries through a third party ACH Service provider. Exhibit E-1

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Item F: Elections:

Motioned by Comm. Hatfield
Seconded by Comm. Mauldin
All members voting in favor
Motion carried (5-0)
Order #2024-358

Item #1. IT IS ORDERED by the Commissioners' Court of Harrison County, Texas to approve the proposed polling locations for EARLY voting for the November 5, 2024 election as follows:
Exhibit F-1

Main-Harrison County Elections Office
T.J. Taylor, Karnack
Waskom Sub-courthouse
ESD 9, Elysian Fields
Gold Hall, Hallsville
Woodland Hills Baptist Church, Longview
Harleton Community Center

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Motioned by Comm. Hatfield
Seconded by Comm. Timmins
All members voting in favor
Motion carried (5-0)
Order #2024-359

Item #2. IT IS ORDERED by the Commissioners' Court of Harrison County, Texas to approve the proposed polling locations for ELECTION DAY voting for the November 5, 2024 election as follows: Exhibit F-2

Marshall Convention Center
ETBU
Wiley University, Student Center
T.J. Taylor, Karnack
ESD 9, Elysian Fields
ESD 3, Scottsville
St. Marks Methodist Church
ESD 2 Station 3, Nesbitt
Gold Hall, Hallsville
ESD 1 Station 3, On FM 449
Woodlawn Baptist Church
Harleton Community Center
West Harrison VFD ESD 1 Main
Waskom Sub- Courthouse
Friendship Baptist Church

Marshall Public Library
Morton Baptist Church
Woodland Hills Baptist Church

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Item G: Purchasing:

Motioned by Comm. Ebarb
Seconded by Comm. Timmins
All members voting in favor
Motion carried unanimously (5-0)
Order #2024-360

Item #1. IT IS ORDERED by the Commissioners' Court of Harrison County, Texas to approve the sealed bid specification for the following Bid #2024-04 ROW Mowing Without Litter Removal and authorization of publication for said bid notice of bidders in the local newspapers and Harrison County Purchasing website .

Exhibit G-1

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Item H: New Business:

Item #1. Presentation by ETEX Telephone Coop regarding broadband proposal for the use of the remaining ARPA funds for Harrison County. Exhibit H-1

For the record: Presentation only by ETEX, Court did not vote on.

Court Recessed at 10:05 a.m.

Court Reconvened at 10:15 a.m.

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Motioned by Comm. Timmins
Seconded by Comm. Hatfield
All members voting in favor
Motion carried unanimously (5-0)
Order #2024-361

Item #2. IT IS ORDERED by the Commissioners' Court of Harrison County, Texas to approve the ratification for Brad Thomas, Maintenance Supervisor, for the purchase of an A.O. Smith - 119 gal storage commercial natural gas water heater, model BTH 500 from e.comfort.com in the amount of \$16,900.00 for Willoughby Juvenile Detention Center. Exhibit H-2

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Supplemental Agenda

Motioned by Comm. Timmins
Seconded by Comm. Ebarb
All members voting in favor
Motion carried unanimously (5-0)
Order #2024-362

Item #1. IT IS ORDERED by the Commissioners' Court of Harrison County, Texas to approve an Agreement between Sydaptic, Inc. and Harrison County, Texas to design, build and install a control system for the Harrison County Jail and the Annex Facility in the amount of \$577,440.36 as presented by Patrick Scott, President of Sydaptic, Inc.. Exhibit 1

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Item #3.

Call of Court to Executive Session at 10:30 a.m. pursuant to Government Code Section 551.071, consultation with attorney regarding matters related to Harrison County.

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Executive Session closed at 11:36 a.m.

Court called to Open Session at 11:37 a.m. with all members present.

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ADJOURNMENT:

With no further business to come before the Court for consideration and action, the motion was made by Commissioner Timmins and seconded by Commissioner Mauldin to adjourn the meeting. Motion carried unanimously (5-0). Meeting adjourned at 11:37 a.m.

ATTEST:


Elizabeth James, County Clerk
Harrison County, Texas

Date: 8-8-2024