

KIMBLE COUNTY COMMISSIONERS COURT
REGULAR MEETING – AUGUST 8, 2023 @ 9:00 AM

The Honorable Commissioners Court met on the above date and time in the County Courtroom at 501 Main Street, Junction, TX 76849. The following minutes were taken with regard to that meeting and are reflected below as accurately and to the best of my ability below:

COURT PRESENT:

Commissioner Precinct 1 Brayden Schulze
Commissioner Precinct 2 Kelly Simon
Commissioner Precinct 3 Dennis Dunagan
Commissioner Precinct 4 Kenneth Hoffman
County Judge Hal A. Rose
County/District Clerk Karen E. Page

ELECTED OFFICIALS PRESENT:

Sheriff Castleberry
County Attorney Andrew Heap (ABSENT)
Treasurer Billie Stewart
Justice Of The Peace Judge Josh Cantrell

VISITORS: SEE ATTACHED LIST

AGENDA ITEMS:

1. **Call to order.**
 - a. County Judge Hal Rose called the meeting to order at 9:03 am
2. **Convene meeting and establish quorum.**
 - a. Quorum was established
 - b. Invocation at 9:04
 - c. Pledge at 9:05
3. **Public Comments:**
 - a. None
4. **Consideration, discussion, and possible action regarding status of county roads and related matters.**
 - a. Road and Bridge supervisor ET Sparks gave update on county roads and the issue accessing water to blade roads. Commissioners briefly discussed drilling wells for water access for Road and Bridge depending on budget
 - b. Commissioner Hoffman discussed road items need for new precinct 7 voting location such as blading the road and dirt work for the pad.
 - c. Commissioner Schultz made motion to approve report, second by Commissioner Hoffman, all present in favor, motion carries (SEE ATTACHED)
5. **Consideration, discussion, and possible action to approve expenditure \$10,200.00 to install doors for Kimble County Road and Bridge work yard.**
 - a. Commissioner Simon made motion to approve expenditure with dedicated Kinder Morgan Funds, second by Commissioner Schultz, all present in favor, motion carries

6. **Consideration, discussion, and possible action to set the amount of bond and approve the bond for the Kimble County Road and Bridge Supervisor.**
 - a. Commissioner Simon made motion to set bond for ET Sparks at \$3,000 and approve the bond, second by Commissioner Dunagan, all present in favor, motion carries
7. **Consideration, discussion, and possible action related to contract with LCRA transferring ownership of stream gauges from Kimble County to LCRA and eliminating annual maintenance fee paid by the County.**
 - a. Cost for County to manage gauges has increased by \$25,000.
 - b. County to transfer ownership to LCRA at no increase, but everything to remain in present place
 - c. Commissioner Simon made motion to enter into agreement, Commissioner Schultz second, all present in favor, motion carries (SEE ATTACHED)
8. **Consideration, discussion, and possible action regarding court order prohibiting outdoor burning in the unincorporated area of Kimble County.**
 - a. No action
9. **Consideration, discussion, and possible action regarding request(s) for 911 addressing and name(s) of private roads.**
 - a. Kenda McPherson presented update on 911 address request and new road request:
 - b. Winding Road and East Winding Road, tabled from previous meeting pending further information, is a private road and not to be maintained by the County (SEE ATTACHED)
 - c. Commissioner Hoffman made motion to approve report and new road, second by Commissioner Schultz, all present in favor, motion carries (SEE ATTACHED)
10. **Consideration, discussion, and possible action regarding an Interlocal Agreement for 911 Public Safety Answering Point Services between the County and Concho Valley Council of Governments.**
 - a. Commissioner Schultz made motion to renew interlocal agreement, Commissioner Hoffman second, all present in favor, motion carries (SEE ATTACHED)
11. **Consideration, discussion, and possible action regarding the Kimble County Central Appraisal Districts monthly property tax collection report to the Commissioners Court.**
 - a. Commissioner Schultz made motion to approve, second by Commissioner Simon, all present in favor, motion carries
12. **Consideration, discussion, and possible action regarding the Kimble County Sheriff's Department monthly report to the Commissioners Court; including consideration, discussion, and possible action on 2024 Operation Lone Star and Operation Stonegarden state grants and review of 2024 grants.**
 - a. Sheriff Castleberry updated commissioners on OLS, Stonegarden, and 2024 budgets, as well as activity for July
13. **Consideration, discussion, and possible action regarding the Kimble County Treasurer's Office monthly report to the Commissioners Court.**
 - a. No action

- 14. Consideration, discussion, and possible action regarding the Kimble County Judge's monthly report to the Commissioners Court including actions taken and to be taken under the Subdivision Rules and Precinct 7 voting location.**
 - a. Judge Rose provided general update, no subdivision rule updates of changes

- 15. Consideration, discussion, and possible action related to Kimble County Historical Commission request to convert part-time employee to full-time employee and replacement of Rick Wilson on the KCHA Board due to resignation.**
 - a. Connie Low asked commissioners to convert part-time assistant job to full-time position.
 - b. Connie to give up her salary towards full-time position.
 - c. Full time position to be \$15 an hour for 70 hours per pay period.
 - d. Museum to be open 5 days a week rather than the current 3 days a week schedule.
 - e. Discussion to replace Rick Wilson on KCHA board.
 - f. Commissioner Schultz made motion to approve full-time position, second by Commissioner Simon, all present in favor, motion carries

- 16. Consideration, discussion and possible action regarding 2024 County Budget.**
 - a. Tabled until called meeting August 14 at 4:00pm

- 17. Consideration, discussion and possible action regarding tax rate for the 2024 Budget.**
 - a. Tabled until Called meeting August 14 at 4:00pm

- 18. Consideration, discussion, and possible action to adopt written findings as to collection services contract and approve a contingent fee contract with Perdue, Brandon, Fielder, Collins and Mott, LLP pursuant to Article 103.001, Texas Code of Criminal Procedure, said contract being for the collection of court fines and fees owed to Kimble County and notice of which is provided with the agenda in accordance with Section 2254.1036 of the Government Code.**
 - a. Commissioner Schultz made motion to approve contract between Purdue and the Clerk's Office, second by Commissioner Dunagan, all present in favor, motion carries (SEE ATTACHED)

- 19. Consideration, discussion, and possible action on the approval of a County Ordinance to establish a fee to defray costs of collecting delinquent fines, fees, court costs, and other debts pursuant to Article 103.0031 of the Texas Code of Criminal Procedure; providing for severability; and establishing an effective date.**
 - a. Commissioner Schultz made motion to approve 30% fee, second by Commissioner Simon, all present in favor, motion carries (SEE ATTACHED)

- 20. Consideration, discussion, and possible action on Junction Texas Economic Development Corp appliance recycling and use of Kimble County work yard.**
 - a. Commissioner Hoffman made motion to approve County Yard on 1674 property for "Appliance Roundup" recycling proposed by JTEDC from Sept 23rd through Sept 28th, second by Commissioner Schultz, all present in favor, motion carries

21. Consideration, discussion, and possible action regarding rental terms for the Coke Stevenson Center for the benefit of the Kimble County Airport.

- a. Commissioners discussed rental terms for Stevenson Center
- b. \$1,000 for commercial, \$500 for private party, \$250 for community non-profit
- c. Deposit equal to amount charged
- d. Judge Rose's office to maintain contracts
- e. Commissioner Schultz made motion to implement rental terms, second by Commissioner Hoffman, all present in favor, motion carries

22. Consideration, discussion, and possible action regarding Kimble County Courthouse renovation, THC grant and move-out plan.

- a. Judge Rose advised the Historical Board met and offered an additional \$1.169 million to our county, discussed writing a letter to counter the offer with a request for \$2 million
- b. Commissioners discussed withdrawing from round 12 altogether and resubmitting for round 13 and starting construction at the end of 2024 if approved
- c. Commissioner Simon made motion to write letter requesting \$2,000,000 by August 25th, second by Commissioner Schultz, all present in favor, motion carries

23. Consideration and approval of bills, accounts, and authorization to pay bills and accounts for Kimble County.

- a. Commissioner Dunagan made motion to pay bills, second by Commissioner Simon, all present in favor, motion carries

24. Consideration, discussion, and possible action regarding amendment of the budget to conform to authorized revenues and expenditures and Order #CC-2023-11 authorizing same.

- a. Commissioner Dunagan made motion to approve, second by Commissioner Simon, all present in favor, motion carries (SEE ATTACHED)

25. Adjournment.

- a. Adjourn at 12:18pm

KIMBLE COUNTY COMMISSIONERS COURT MEETING

Notice is hereby given that the Kimble County Commissioners Court will convene in the County Courtroom of the Kimble County Courthouse, 501 Main Street, Junction, Texas 76849, at 9:00 a.m. on Tuesday, August 8, 2023

AGENDA

1. Call to order.
2. Convene meeting and establish quorum.
3. Public comments are welcome. Please limit comments to five minutes or less.
4. Consideration, discussion, and possible action regarding status of county roads and related matters.
5. Consideration, discussion, and possible action to approve expenditure \$10,200.00 to install doors for Kimble County Road and Bridge work yard.
6. Consideration, discussion, and possible action to set the amount of bond and approve the bond for the Kimble County Road and Bridge Supervisor.
7. Consideration, discussion, and possible action related to contract with LCRA transferring ownership of stream gauges from Kimble County to LCRA and eliminating annual maintenance fee paid by the County.
8. Consideration, discussion, and possible action regarding court order prohibiting outdoor burning in the unincorporated area of Kimble County.
9. Consideration, discussion, and possible action regarding request(s) for 911 addressing and name(s) of private roads.
10. Consideration, discussion, and possible action regarding an Interlocal Agreement for 911 Public Safety Answering Point Services between the County and Concho Valley Council of Governments.
11. Consideration, discussion, and possible action regarding the Kimble County Central Appraisal Districts monthly property tax collection report to the Commissioners Court.
12. Consideration, discussion, and possible action regarding the Kimble County Sheriff's Department monthly report to the Commissioners Court; including consideration, discussion, and possible action on 2024 Operation Lone Star and Operation Stonegarden state grants and review of 2023 grants.
13. Consideration, discussion, and possible action regarding the Kimble County Treasurer's Office monthly report to the Commissioners Court.
14. Consideration, discussion, and possible action regarding the Kimble County Judge's monthly report to the Commissioners Court including actions taken and to be taken under the Subdivision Rules and Precinct 7 voting location.
15. Consideration, discussion, and possible action related to Kimble County Historical Association request to convert part-time employee to full-time employee and replacement of Rick Wilson on the KCHA Board due to resignation.
16. Consideration, discussion and possible action regarding 2023 County Budget.
17. Consideration, discussion and possible action regarding tax rate for the 2023 Budget.
18. Consideration, discussion, and possible action to adopt written findings as to collection services contract and approve a contingent fee contract with Perdue, Brandon, Fielder, Collins and Mott, LLP pursuant to Article 103.001, Texas Code of Criminal Procedure, said contract being for the collection of court fines and fees owed to Kimble County and notice of which is provided with the agenda in accordance with Section 2254.1036 of the Government Code.
19. Consideration, discussion, and possible action on the approval of a County Ordinance to establish a fee to defray costs of collecting delinquent fines, fees, court costs, and other debts pursuant to Article 103.0031 of the Texas Code of Criminal Procedure; providing for severability; and establishing an effective date.
20. Consideration, discussion, and possible action on Junction Texas Economic Development Corp appliance recycling and use of Kimble County work yard.
21. Consideration, discussion, and possible action regarding rental terms for the Coke Stevenson Center for the benefit of the Kimble County Airport.
22. Consideration, discussion, and possible action regarding Kimble County Courthouse renovation, THC grant and move-out plan.
23. Consideration and approval of bills, accounts, and authorization to pay bills and accounts for Kimble County.
24. Consideration, discussion, and possible action regarding amendment of the budget to conform to authorized revenues and expenditures and Order #CC-2023-11 authorizing same.
25. Adjournment.

This notice is given and posted pursuant to the Texas Open Meetings Act, Title 5, Chapters 551 and 552, Texas Government Code.

Filed August 3, 2023

at 5:03 o'clock P M

Karen E. Page, County Clerk, Kimble County, Texas

Hal A. Rose, County Judge

COMMISSIONER'S COURT
MEETING 8/8/2023

VISITORS PLEASE SIGN IN

1 GREG NEAL

2 Randy Millican

3 Tara Mulanax

4 Vernetta Sanders

5 Andrew BURNARD.

6 Dale Johnson - Fire

7 Blow

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TO: Kimble County Commissioners Court.

From: E.T. Sparks Road and Bridge Supervisor

Date: July 11 2023- August 8, 2023

Subject: Monthly Road and Bridge Report July 12 2023 –August 8 2023

July 12 -31 finished CR212.Bladed CR371 and CR372

August 1 2023, cut pipe for fence, ect.

August 2 set pipe and cemented in holes on KC 479.

August 3 2023

Changed oil in haul tr. Repaired head light.

August 7 2023

Loaded water truck to get worked on.

Picked up track hoe

August 8, 2023

Put in gate finished putting up wire.



WINDING Road is green.

Texas Department of Motor Vehicles

Registration and Title System Report

RTS.FIN.012

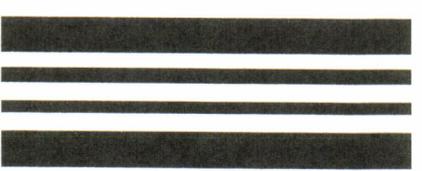
FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 07/2023 - 07/2023

Start Month: July End Month: July Start Year: 2023 End Year: 2023 Office Category: County
 Funds Category: All
 Office: All

Inventory Item Counts		
Item Description	Items Sold Count	Void Count
30 DAY MOTORCYCLE PERMIT	1	0
30 DAY PERMIT	6	0
BLUE DISABLED PLACARD	26	1
COMBINATION PLT	1	0
DISABLED PERSON PLT	2	0
FARM TRLR PLT	7	0
FARM TRUCK PLT	3	0
ONE-TRIP PERMIT	4	0
PASSENGER-TRUCK PLT	22	0
PLATE STICKER	187	1
RED DISABLED PLACARD	4	0
TOKEN TRLR PLT	1	0
TRLR PLT	6	0
WINDSHIELD STICKER	457	0
Total	727	2

Fees Collected	
Accounting Fees Description	Amount (\$)
REGISTRATION	
AUTOMATION FEE	13.00
BUYERS TAG	5.00
CHOOSE LIFE PLT	0.00
CNTY ROAD BRIDGE ADD-ON FEE	5,190.00
DELQ TRANS PENALTY 2008	800.00
DISABLED VETERAN PLT	21.00
DUCKS UNLIMITED - THREE DOGS	30.00
DUPLICATE RECEIPT	4.00
HORNED LIZARD PLT	30.00
INSPECTION FEE-1YR	3,255.00
INSPECTION FEE-CDEC	44.00
INSPECTION FEE-CW	220.00
INSPECTION FEE-TLMC	142.50
LATE REGISTRATION PENALTY	10.15
MOBILITY / CLEAN AIR FEE	135.00
ONLINE DISCOUNT	(64.00)
ORGAN DONOR FEE	1.25
P&H 30-DAY PERMIT	175.00



Texas Department of Motor Vehicles

Registration and Title System Report

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Date Range: 07/2023 - 07/2023

Start Month: July
Funds Category: All
Office: All

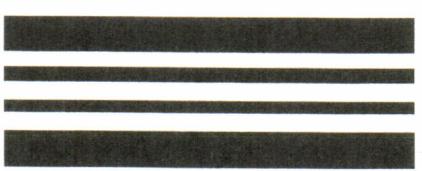
End Month: July

Start Year: 2023

End Year: 2023

Office Category: County

Fees Collected	
Accounting Fees Description	Amount (\$)
P&H ADDL WEIGHT	340.00
P&H COMBINATION PLT	1,375.00
P&H MAIL IN FEE	76.00
P&H ONE TRIP PERMIT	20.00
P&H PLATE STICKER	4,757.00
P&H TMP PERMIT FEE	52.25
P&H TXO COMP	(128.00)
P&H TXO FEE	304.00
P&H WALK IN FEE	2,550.75
P&H WINDSHIELD STICKER	27,245.95
PERSONALIZED PLATE FEE	40.00
REG FEE-DPS	445.00
REGIS. CREDIT REMAINING	(872.88)
REPLACEMENT FEE	120.00
STATE PARKS DONATION	5.00
SURVIVING SPOUSE DV PLT	3.00
TEMPORARY DISABLED PLACARD	20.00
TRANSFER	75.00
VETERANS' FUND	7.75



Texas Department of Motor Vehicles

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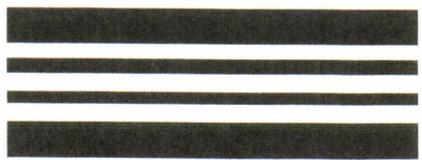
End Month: July

Start Year: 2023

End Year: 2023

Office Category: County

Fees Collected	
Accounting Fees Description	Amount (\$)
REGISTRATION - Sub Total	46,447.72
SALES TAX	
REGISTRATION EMISSIONS FEE	137.50
SALES TAX EMISSION FEE 1%	480.00
SALES TAX FEE	25,144.01
SALES TAX PENALTY FEE	86.35
TERP TITLE FEE	740.00
SALES TAX - Sub Total	26,587.86
TITLE	
REBUILT FEE	65.00
TITLE APPLICATION FEE	637.00
TITLE - Sub Total	702.00
YOUNG FARMER	
YOUNG FARMER PROGRAM	100.00
YOUNG FARMER - Sub Total	100.00
Total	73,837.58



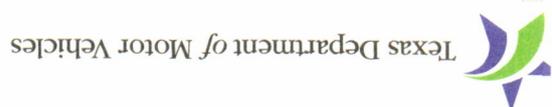
Texas Department of Motor Vehicles

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FEE COLLECTION AND DISTRIBUTION REPORT

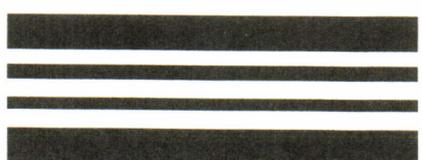
Date Range: 07/2023 - 07/2023

Registration and Title System Report



Funds Distribution				
Funds Category	TxDMV Amount Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)
REGISTRATION				
AUTOMATION FEE	321.50	0.00	0.00	321.50
BUYERS TAG	5.00	0.00	0.00	5.00
CO R & B FUND	8,576.67	24,583.55	0.00	33,160.22
DELQ TRNSF CNTY	0.00	400.00	0.00	400.00
DELQ TRNSF EDUC	80.00	0.00	0.00	80.00
DELQ TRNSF FND6	320.00	0.00	0.00	320.00
DP CARD	20.00	0.00	0.00	20.00
DUPL RECEIPT	0.00	4.00	0.00	4.00
INSP TCEQ-1	906.00	0.00	0.00	906.00
INSP TCEQ-4	36.00	0.00	0.00	36.00
INSP TERP	120.00	0.00	0.00	120.00
INSP TXMBLTY-1	1,585.50	0.00	0.00	1,585.50
INSP TXMBLTY-3	120.00	0.00	0.00	120.00
INSP TXMBLTY-4	63.00	0.00	0.00	63.00
INSP TXONLINE-1	930.00	0.00	0.00	930.00
MBLTY / CLN AIR	36.00	0.00	0.00	36.00
OPT RD & B FEE	0.00	5,200.00	0.00	5,200.00
ORGAN DONOR	1.25	0.00	0.00	1.25
OUTOFCNTY-CRDT	(180.75)	0.00	0.00	(180.75)
OUTOFCNTY-FEE	60.75	0.00	0.00	60.75

Run Date: 08/08/2023
Run Time: 8:37:36 AM



Texas Department of Motor Vehicles

Registration and Title System Report

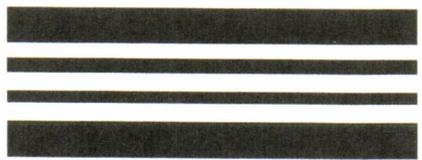
RTS:FIN:012

FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 07/2023 - 07/2023

Start Month: July End Month: July Start Year: 2023 End Year: 2023 Office Category: County
 Funds Category: All
 Office: All

Funds Distribution				
Funds Category	TxDMV Amount Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)
P&H CNTY MAILIN	0.00	36.80	0.00	36.80
P&H CNTY TMPT F	0.00	52.25	0.00	52.25
P&H CNTY TXO	0.00	16.00	0.00	16.00
P&H CNTY WALKIN	0.00	1,235.10	0.00	1,235.10
P&H DMV COMP	1,334.35	0.00	0.00	1,334.35
P&H TXO COMP	(128.00)	0.00	0.00	(128.00)
P&H TXO DISCNT	(64.00)	0.00	0.00	(64.00)
REG FEE-DPS	445.00	0.00	0.00	445.00
REPL FEE \$6	70.00	50.00	0.00	120.00
SP-HORNED TOAD	22.00	0.00	0.00	22.00
SP-PERSONALIZE	38.75	0.00	0.00	38.75
SP-THREE DOGS	22.00	0.00	0.00	22.00
SP-TXDOT COM CR	(0.50)	0.00	0.00	(0.50)
SPL CNTY COMMSN	0.00	2.00	0.00	2.00
SPL TXDMV PART	0.75	0.00	0.00	0.75
SPL TXDOT PART	39.00	0.00	0.00	39.00
STATE PARKS	5.00	0.00	0.00	5.00
TRANS OF REGIS	37.50	37.50	0.00	75.00



Texas Department of Motor Vehicles

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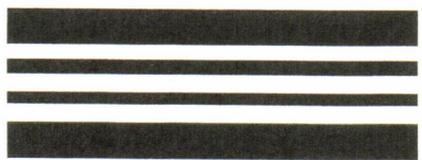
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Start Month: July End Month: July Start Year: 2023 End Year: 2023 Office Category: County
 Funds Category: All
 Office: All

Funds Distribution					
Funds Category	TxDMV Amount Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)	
VETERANS' FUND	7.75	0.00	0.00	7.75	
REGISTRATION - Sub Total	14,830.52	31,617.20	0.00	46,447.72	
SALES TAX					
REGIS EMISSIONS	0.00	0.00	137.50	137.50	
SALES TAX	0.00	0.00	25,230.36	25,230.36	
SLSTX EMISSION1	0.00	0.00	480.00	480.00	
TERP TITLE FEE	0.00	0.00	740.00	740.00	
SALES TAX - Sub Total	0.00	0.00	26,587.86	26,587.86	
TITLE					
REBUILT FEE1	50.00	0.00	0.00	50.00	
REBUILT FEE2	15.00	0.00	0.00	15.00	
TITLE APPL FEES	147.00	245.00	0.00	392.00	
TITLE APPL-COMP	245.00	0.00	0.00	245.00	
TITLE - Sub Total	457.00	245.00	0.00	702.00	
YOUNG FARMER					
YOUNG FARMER FD	0.00	0.00	100.00	100.00	
YOUNG FARMER - Sub Total	0.00	0.00	100.00	100.00	
Total	15,287.52	31,862.20	26,687.86	73,837.58	



8/2/2023 8:54:07AM

Totals for Entity: BPGKM BPP KIMBLE COUNTY

Fiscal Year: 2023

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	All Fee	Overage	Payments	Balance	%
2006	11.19	0.00	11.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.19	.0000
2010	8.89	0.00	8.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.89	.0000
2011	10.01	0.00	10.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.01	.0000
2012	20.64	0.00	20.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.64	.0000
2013	4.36	0.00	4.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.36	.0000
2014	6.67	0.00	6.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.67	.0000
2015	107.84	0.00	107.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	107.84	.0000
2016	122.84	0.00	122.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	122.84	.0000
2017	56.89	0.00	56.89	0.99	0.00	0.00	0.99	0.12	0.62	0.35	0.00	2.08	56.90	.0174
2018	65.09	0.00	65.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.09	.0000
2019	84.77	0.00	84.77	1.92	0.00	0.00	1.92	0.23	0.70	0.57	0.00	3.42	82.85	.0226
2020	78.88	0.00	78.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	78.88	.0000
2021	243.44	0.00	243.44	3.82	0.00	0.00	3.82	0.46	0.50	0.96	0.00	5.74	239.62	.0157
2022	1,013.66	0.00	1,013.66	502.60	0.02	0.00	502.62	60.82	26.51	0.00	0.00	569.93	511.04	.4958
Totals for All Delinquent Years														
Totals for All Years:														
	821.51	0.00	821.51	6.73	0.00	0.00	6.73	0.81	1.82	1.98	0.00	11.24	814.78	
Refunds Paid:														
	1,835.17	0.00	1,835.17	509.33	0.02	0.00	509.35	61.63	28.33	1.98	0.00	601.17	1,325.82	0.55
				-1,066.87		0.00						-1,066.87		

Effective Taxes Paid = Base Tax Pd + Under + Disc
 Amount Paid = Base Tax Pd + Penalty + Interest + Att. Fee+ Overage
 Balance = Adjusted Tax- Eff Taxes Paid

8/2/2023 8:54:07AM

Totals for Entity: GKM KIMBLE COUNTY

Fiscal Year: 2023

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Alt. Fee	Overage	Payments	Balance	%
1979	3.86	0.00	3.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.86	.0000
1981	28.24	0.00	28.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28.24	.0000
1985	20.15	0.00	20.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.15	.0000
1987	21.40	0.00	21.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.40	.0000
1988	23.54	0.00	23.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.54	.0000
1988	24.58	0.00	24.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.58	.0000
1990	25.31	0.00	25.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.31	.0000
1991	58.02	0.00	58.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	58.02	.0000
1992	76.17	0.00	76.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.17	.0000
1993	82.23	0.00	82.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	82.23	.0000
1994	84.71	0.00	84.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	84.71	.0000
1995	97.94	0.00	97.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	97.94	.0000
1996	144.29	0.00	144.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	144.29	.0000
1997	178.80	0.00	178.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	178.80	.0000
1998	217.37	0.00	217.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	217.37	.0000
1999	157.12	0.00	157.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	157.12	.0000
2000	153.42	0.00	153.42	5.42	0.00	0.00	5.42	0.00	8.79	0.00	0.00	14.21	148.00	.0353
2001	76.97	0.00	76.97	41.84	0.00	0.00	41.84	0.00	64.44	0.00	0.00	106.28	35.13	.5436
2002	82.06	0.00	82.06	48.24	0.00	0.00	48.24	0.00	71.89	0.00	0.00	121.13	32.82	.6000
2003	840.39	0.00	840.39	48.75	0.00	0.00	48.75	0.00	67.27	0.00	0.00	116.02	791.64	.0580
2004	587.04	0.00	587.04	33.91	0.00	0.00	33.91	0.00	44.08	0.00	0.00	77.99	553.13	.0578
2005	643.00	0.00	643.00	33.07	0.00	0.00	33.07	0.00	40.35	0.00	0.00	73.42	609.93	.0514
2006	972.12	0.00	972.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	972.12	.0000
2007	830.41	0.00	830.41	12.91	0.00	0.00	12.91	0.00	13.68	0.00	0.00	26.59	817.50	.0155
2008	884.26	0.00	884.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	884.26	.0000
2009	1,080.34	0.00	1,080.34	68.46	0.00	0.00	68.46	0.78	86.01	3.45	0.00	138.88	1,011.88	.0634
2010	980.01	0.00	980.01	76.62	0.00	0.00	76.62	0.00	62.83	0.00	0.00	139.45	913.39	.0774
2011	1,203.25	0.00	1,203.25	102.05	0.00	0.00	102.05	2.88	90.42	11.90	0.00	207.25	1,101.20	.0948
2012	1,372.99	0.00	1,372.99	83.24	0.00	0.00	83.24	0.00	54.94	0.00	0.00	138.18	1,289.75	.0606
2013	1,651.09	0.00	1,651.09	106.94	0.00	0.00	106.94	3.12	75.54	11.54	0.00	197.14	1,544.15	.0648
2014	1,947.20	0.00	1,947.20	89.19	0.00	0.00	89.19	0.44	45.64	1.09	0.00	136.36	1,858.01	.0458
2015	3,335.82	0.00	3,335.82	97.26	0.00	0.00	97.26	1.42	46.05	4.88	0.00	149.41	3,238.56	.0282
2016	4,240.07	0.00	4,240.07	136.51	0.00	0.00	136.51	5.57	64.96	17.25	0.00	224.29	4,103.56	.0322
2017	4,206.04	0.00	4,206.04	163.42	0.00	0.00	163.42	7.87	66.38	22.83	0.00	260.50	4,042.62	.0389

Effective Taxes Paid = Base Tax Pd + Under + Disc
 Amount Paid = Base Tax Pd + Penalty + Interest + Alt. Fee+ Overage
 Balance = Adjusted Tax- Eff Taxes Paid

Fiscal Year to Date Recap Report

July 2023 (07/01/2023 - 07/31/2023)

8/2/2023 8:54:07AM

Totals for Entity: **GKM KIMBLE COUNTY**

Fiscal Year: **2023**

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Alt. Fee	Overage	Payments	Balance	%
2018	8,216.69	0.00	8,216.69	135.37	0.00	-7.39	127.98	31.49	155.59	85.09	0.00	407.54	8,088.71	.0156
2019	8,812.45	0.00	8,812.45	-99.37	0.00	-6.61	-105.98	30.62	101.47	78.56	0.00	111.28	8,918.43	-.0120
2020	11,673.99	-74.83	11,599.06	1,567.44	0.00	-7.60	1,559.84	198.91	439.32	457.25	0.01	2,662.93	10,039.22	.1345
2021	40,990.33	-96.16	40,894.17	10,928.93	0.00	-13.31	10,915.62	1,132.78	1,300.44	2,397.29	0.00	15,759.44	29,978.55	.2869
2022	1,347,397.76	523.17	1,347,920.93	1,251,714.75	3.61	1,414.74	1,253,133.10	17,799.08	6,091.85	1,147.19	5.42	1,276,748.29	94,787.83	.9297
Totals for All Delinquent Years														
	96,033.57	-170.99	95,862.58	13,681.20	0.00	-34.91	13,646.29	1,415.86	2,880.09	3,090.93	0.01	21,068.09	82,216.29	
Totals for All Years:														
	1,443,431.33	352.18	1,443,783.51	1,256,395.95	3.61	1,379.83	1,256,779.39	19,204.94	8,971.94	4,238.12	5.43	1,297,816.38	177,004.12	3.19
Refunds Paid:														
				-4,131.47		-66.53		-7.27	-1.86	-2.11	-0.01	-4,142.72		

Effective Taxes Paid = Base Tax Pd + Under + Disc

Amount Paid = Base Tax Pd + Penalty + Interest + Alt. Fee+ Overage

Balance = Adjusted Tax- Eff Taxes Paid

8/2/2023 8:54:07AM

Totals for Entity: All

Fiscal Year: 2023

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Alt. Fee	Overage	Payments	Balance	%
1979	3.86	0.00	3.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.86	.0000
1981	28.24	0.00	28.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28.24	.0000
1985	20.15	0.00	20.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.15	.0000
1987	21.40	0.00	21.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.40	.0000
1988	23.54	0.00	23.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.54	.0000
1989	24.58	0.00	24.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.58	.0000
1990	25.31	0.00	25.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.31	.0000
1991	58.02	0.00	58.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	58.02	.0000
1992	76.17	0.00	76.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.17	.0000
1993	82.23	0.00	82.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	82.23	.0000
1994	84.71	0.00	84.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	84.71	.0000
1995	97.94	0.00	97.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	97.94	.0000
1996	144.29	0.00	144.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	144.29	.0000
1997	178.80	0.00	178.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	178.80	.0000
1998	217.37	0.00	217.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	217.37	.0000
1999	157.12	0.00	157.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	157.12	.0000
2000	153.42	0.00	153.42	5.42	0.00	0.00	5.42	0.00	8.79	0.00	0.00	14.21	148.00	.0353
2001	76.97	0.00	76.97	41.84	0.00	0.00	41.84	0.00	64.44	0.00	0.00	106.28	35.13	.5436
2002	82.06	0.00	82.06	49.24	0.00	0.00	49.24	0.00	71.89	0.00	0.00	121.13	32.82	.6000
2003	840.39	0.00	840.39	48.75	0.00	0.00	48.75	0.00	67.27	0.00	0.00	116.02	791.64	.0580
2004	587.04	0.00	587.04	33.91	0.00	0.00	33.91	0.00	44.08	0.00	0.00	77.99	553.13	.0578
2005	643.00	0.00	643.00	33.07	0.00	0.00	33.07	0.00	40.35	0.00	0.00	73.42	609.93	.0514
2006	983.31	0.00	983.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	983.31	.0000
2007	830.41	0.00	830.41	12.91	0.00	0.00	12.91	0.00	13.68	0.00	0.00	26.59	817.50	.0155
2008	884.26	0.00	884.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	884.26	.0000
2009	1,080.34	0.00	1,080.34	68.46	0.00	0.00	68.46	0.76	66.01	3.45	0.00	138.69	1,011.88	.0634
2010	998.90	0.00	998.90	76.62	0.00	0.00	76.62	0.00	62.83	0.00	0.00	139.45	922.28	.0767
2011	1,213.26	0.00	1,213.26	102.05	0.00	0.00	102.05	2.88	90.42	11.90	0.00	207.25	1,111.21	.0941
2012	1,393.63	0.00	1,393.63	83.24	0.00	0.00	83.24	0.00	54.94	0.00	0.00	138.18	1,310.39	.0597
2013	1,655.45	0.00	1,655.45	108.94	0.00	0.00	108.94	3.12	75.54	11.54	0.00	197.14	1,548.51	.0646
2014	1,953.87	0.00	1,953.87	89.19	0.00	0.00	89.19	0.44	45.64	1.09	0.00	136.36	1,864.68	.0456
2015	3,443.66	0.00	3,443.66	97.26	0.00	0.00	97.26	1.42	46.05	4.69	0.00	149.41	3,346.40	.0282
2016	4,362.91	0.00	4,362.91	136.51	0.00	0.00	136.51	5.57	64.96	17.25	0.00	224.29	4,226.40	.0313
2017	4,262.93	0.00	4,262.93	164.41	0.00	0.00	164.41	7.99	67.00	23.18	0.00	262.58	4,098.52	.0386

Effective Taxes Paid = Base Tax Pd + Under + Disc

Amount Paid = Base Tax Pd + Penalty + Interest + Alt. Fee+ Overage

Balance = Adjusted Tax- Eff Taxes Paid

8/2/2023 8:54:07AM

Totals for Entity: All

Fiscal Year 2023

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	All Fee	Overage	Payments	Balance	%
2018	8,281.78	0.00	8,281.78	135.37	0.00	-7.39	127.98	31.49	155.59	85.09	0.00	407.54	8,153.80	.0155
2019	8,897.22	0.00	8,897.22	-97.45	0.00	-6.61	-104.06	30.85	102.17	79.13	0.00	114.70	9,001.28	-.0117
2020	11,752.77	-74.83	11,677.94	1,567.44	0.00	-7.60	1,559.84	198.91	439.32	457.25	0.01	2,662.93	10,118.10	.1336
2021	41,233.77	-96.16	41,137.61	10,932.75	0.00	-13.31	10,919.44	1,133.24	1,300.94	2,398.25	0.00	15,765.18	30,218.17	.2654
2022	1,348,411.42	523.17	1,348,934.59	1,252,217.35	3.63	1,414.74	1,253,635.72	17,849.90	6,118.36	1,147.19	5.42	1,277,338.22	95,298.87	.9294
Totals for All Delinquent Years														
	96,855.08	-170.99	96,684.09	13,887.93	0.00	-34.91	13,653.02	1,418.67	2,881.91	3,092.81	0.01	21,079.33	83,031.07	
Totals for All Years:														
	1,445,266.50	352.18	1,445,618.68	1,265,905.28	3.63	1,379.83	1,267,288.74	19,266.57	9,000.27	4,240.00	5.43	1,298,417.55	178,329.94	3.19
Refunds Paid:														
				-5,198.34		-66.53		-7.27	-1.86	-2.11	-0.01	-5,209.59		

Effective Taxes Paid = Base Tax Pd + Under + Disc
 Amount Paid = Base Tax Pd + Penalty + Interest + Att. Fee+ Overage
 Balance = Adjusted Tax- Eff Taxes Paid

Kimble County, Texas Departmental Budget Expenditure Report

Department: Kimble Rural Fire Department

Acct.#:

Name of Account: Vehicle Maintenance / Tools and Supplies / Miscellaneous

Item Description	Current Budget	YTD Actual	Budget 23-24
Vehicle Maintenance	25,000.00	25,000.00	50,000.00
Tools and Supplies			
Accident and Sickness Insurance			
TOTAL:	\$50,000.00		

Justification:

Tools, supplies, and equipment for department to keep up with current and changing NFPA standards. Kimble Fire personnel are averaging 125 to 150 volunteer hours per month. 75-80 percent of all calls are in the County while the remainder 25 percent +- are in the Junction City limits.

Preventative and unexpected maintenance for fire apparatus (and pumps), and maintenance on small engines (jaws of life, ventilation fans, generators, etc.) All these items are needed for Continued increase in homes sites and increased CMV calls. Now areas of the County within 5 miles of the city limits have a 4/4Y ISO rating after the last ISO Inspection.

Workers Comp is provided by Kimble County. The VFIS Accident Policy is for large sickness and accident and is reimbursed by a grant from Texas Forest Service when available under HB 3667.

Submitted by: Cecil M. Conner Fire Chief

Date 8-07-2023

01-GENERAL FUND
EXPENSES

% OF YEAR COMPLETED: 75.00

ACCOUNT NO	ACCOUNT NAME	CURRENT BUDGET	Y-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
08-FIRE						
5055001	SUPERVISORY SALARY	4,032.00	396.00	3,024.00	1,008.00	75.00
5055002	OPERATIONS SALARY	0.00	0.00	0.00	0.00	0.00
5055005	FICA	249.99	20.83	187.47	62.52	74.99
5055006	MEDICARE	58.47	4.87	43.83	14.64	74.98
5055007	RETIREMENT	4,060.00	0.00	3,919.92	140.08	96.55
5055009	POSTAGE	0.00	0.00	0.00	0.00	0.00
5055010	PHONE	0.00	0.00	0.00	0.00	0.00
5055011	UTILITIES	7,500.00	408.84	4,198.19	3,301.80	55.93
5055015	DUES / CERTIFICATIONS	3,000.00	0.00	0.00	3,000.00	0.00
5055020	INSURANCE	2,500.00	0.00	2,205.00	1,295.00	52.00
5055025	FIRE PREVENTION	2,000.00	385.66	385.66	1,614.34	19.28
5055026	TRAINING & SEMINARS	1,500.00	0.00	0.00	1,500.00	0.00
5055027	TRAVEL	1,500.00	0.00	503.68	996.32	33.98
5055030	OFFICE SUPPLIES	250.00	32.21	188.84	121.16	51.54
5055033	UNIFORMS	1,000.00	0.00	619.98	380.02	62.00
5055035	TOOLS & SUPPLIES	10,000.00	0.00	0.00	10,000.00	0.00
5055040	PRINTING	0.00	0.00	0.00	0.00	0.00
5055045	EQUIPMENT MAINT.	8,800.00	294.00	26,371.78	17,571.78	259.68
5055046	PLANT MAINTENANCE	2,500.00	0.00	0.00	2,500.00	0.00
5055050	EQUIPMENT FUEL	1,000.00	176.03	3,076.17	1,076.17	207.62
5055051	CONTRACT LABOR	0.00	0.00	0.00	0.00	0.00
5055070	CAPITAL	1,500.00	0.00	0.00	1,500.00	0.00
5055075	SUPPORT	500.00	0.00	0.00	500.00	0.00
5055080	ESD-ALLOCATION	2,200.00	0.00	0.00	2,200.00	0.00
TOTAL 08-FIRE		59,150.46	1,660.44	43,661.43	11,489.03	79.17

*City Junction
2023*

July 2023

138 Hours - Five Personnel

July 2023 Calls

7-4-2023	11:21 PM	2335 Wootan Rd. (KC 313)	Smoke in Home (Debris Pile)	C-87, E-2, T-3
9 personnel x 1 hr = 9 hours				
7-6-2023	9:48 AM	2040 Main St. La Vista Motel	Decompose Body Recovery	C-87, B-1, R-2, L-1
8 personnel x 1 hr = 8 hours				
7-7-2023	4:51 PM	510 Main Busters Laundry	Commercial Structure Fire	C-87, E-1, E-2, R-2, L-1, T-3
19 personnel x 3 hrs = 57 hours (3 - London VFD, 12 - Mt. Home VFD, 6 - Divide VFD)				
7-15-2023	2:24 PM	KC 210 and RR 1674	Grass Fire	C-87, B-82, B-83, B-88, T-3
8 personnel x 2 hours = 16 hours				
7-17-2023	10:13 AM	309 N, 10 th St,	Decomposed Body Recovery	C-87, R-1
6 personnel x 1 hour = 6 hours				
7-19-2023	1:42 PM	IH-10 MM 463 WB	Grass Fire	C87, B82, B83, B88, T-3
8 personnel X 1 hour = 8 hours				
7-19-2023	4:48 PM	IH-10 MM 464 WB	Grass Fire	C-87, B-88, B-82, T-3
5 personnel x 1 hour = 5 hours				
7-23-2023	6:11 PM	KC 450 ½ mile E of Segovia	Motor cycle MVA	C-87, R-1, R-2
6 personnel X ½ hour = 3 hours (Cancelled when units were near scene)				
7-24-2023	3:20 PM	US 83 N. 12 Miles N.	Grass Fire 10-22 Call	C-87, B-83, B-82, T-3
6 personnel x 10 minutes = 1 hour Call cancelled as units responding				
7-24-2023	3:45 PM	2416 Main St.	CMV Fire (Tires)	C-87, E-1, T-3
6 personnel x 1 hour = 6 hours				
7-24-2023	5:52 PM	RR 2169 Pax Plant	CMV (Dump truck Fire)	T-3
3 personnel X 1 hour -- 3 hours				
7-27-2023	9:11 PM	2365 KC 210	Trailer (18') Fire	C87, T-2, T-3, B83, B82, E2
9 personnel x 2 hours = 18 hours				
7-30-2023	6:17 PM	IH-10 mm 450 EB	Grass Fire	C87, B-883, T-3
4 personnel x 1 hour = 4 hours				
7-1-2023	10:00 AM	4 th of July Parade	E-1, E-2, L-1, R-1, B-1, B-5,	
7-1-2024	9:00 PM	4 th of July Fireworks	B82, B88, B83, T85, T3, B7, C87	Standby for Fireworks display



CONCHO VALLEY
COUNCIL OF GOVERNMENTS
5430 Link Road • San Angelo, TX 76904

July 14, 2023

The Honorable Hal Rose
Kimble County Judge
501 Main Street
Junction, TX 76849

Dear Judge Rose:

Enclosed, please find the *Interlocal Agreement for E9-1-1 Public Safety Answering Point (PSAP) Services* between Kimble County and Concho Valley Council of Governments. This Agreement is effective as of September 01, 2023 and shall terminate on August 31, 2025.

Please return one executed copy of this agreement to CVCOG for our records. Upon execution of this Interlocal, CVCOG will send a copy to your PSAP(s) to keep them informed of their responsibilities in fulfilling this Interlocal.

Should you have any questions, please contact Hilda Arredondo-Garibay, Director of Public Safety at (325) 944-9666.

Sincerely,

John Austin Stokes
Executive Director

Enclosures

CC: Hilda Arredondo-Garibay, CVCOG Director of Public Safety

INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

1.1 The **Concho Valley Council of Governments** (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 10 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 **Kimble County** (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assists in implementing the Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act, Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least

10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the **Kimble County** PSAP(s) located at **415 Pecan St. Junction, Texas;**

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC agrees to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by **Kimble County** and proof of insurance shall be provided upon request.

3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 The Local Government shall notify the RPC of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

3.6.2 Monitor and test the 9-1-1 equipment monthly and report any failures or maintenance issues immediately to the appropriate maintenance vendor and the RPC;

3.6.3 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;

3.6.5 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;

3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.8 Trouble Tickets will be opened with the appropriate maintenance vendor and reported to the RPC as required by the RPC;

3.6.9 Make NO changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

Article 4: Performance Monitoring

4.1 The RPC and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes.

Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The RPC shall purchase supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising

between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

**Concho Valley Council of Governments
5430 Link Rd
San Angelo, TX 76904**

The Local Government's address is:

**Kimble County
Attn: Judge Hal Rose
501 Main Street
Junction, TX 76849**

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2023 and shall terminate on August 31, 2025.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	Commission Documents – Legislation, Rules and Program Policy Statements
Attachment F	PSAP Cybersecurity Policy

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

Concho Valley Council of Governments

By: 

Printed Name: John Austin Stokes

Title: Executive Director

Date: 7/17/23

Kimble County

By: 

Printed Name: Hal Rose

Title: Kimble County Judge

Date: 8/8/23

**Attachment A
Ownership Agreement**

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at Kimble County Sheriff's Office (PSAP Name), in Kimble County, to be the property of Kimble County, hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

[Attach equipment inventory list.]

Concho Valley Council of Governments

By: 

Printed Name: John Austin Stokes

Title: Executive Director

Date: 7/17/22

Kimble County

By: 

Printed Name: Hal Rose

Title: Kimble County Judge

Date: 8/8/23

**Attachment B: Page 1
Transfer of Ownership Form**

As stipulated in Article 3 of the Agreement between **Concho Valley Council of Governments** (RPC) and **Kimble County** (Local Government), the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government. Location of equipment to be at **Kimble County Sheriff's Office** County PSAP).

Indicate the appropriate classification: Transfer Disposition Lost

Please provide the following information in as much detail as possible.

9-1-1 CPE Equipment- Viper-Power9-1-1 2 Position Remote
Vendor: Intrado (purchased with CSEC Funds)

Serial Number: 9-1-1 CPE Equipment: See Attached Equipment List	
Acquisition Date: August 2023	Acquisition Cost: \$31,691.46

9-1-1 UPS- Eaton 9PXM
Vendor: WSC/Eaton (purchased with CSEC Funds)

Serial Number: 9-1-1 UPS Equipment: See Attached Equipment List	
Acquisition Date: July 2023	Acquisition Cost: \$15,513.62

9-1-1 Recorder- Power Logging Voice Recorder
Vendor: DSS Corporation (purchased with CSEC Funds)

Serial Number: 9-1-1 Recorder Equipment: See Attached Equipment List	
Acquisition Date: May 26, 2021	Invoice Number: 24977
Acquisition Cost: \$14,627.09	Purchase Order Number: 12312797

Attachment B: Page 2
Transfer of Ownership Form (continued)

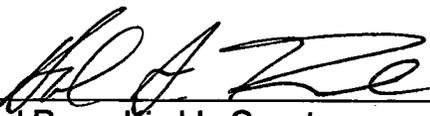
Action Recommended by: 
John Austin Stokes, Executive Director

Date: 7/17/23

Comments: In compliance with Article 3.2 of this Interlocal Agreement

Approved: Yes No

Proceeds, if any: \$0

Approved by: 
Judge Hal Rose, Kimble County

Date: 8/8/23

Disposed or Lost Property shall require approval by the agency head.

Reviewed by: 
John Austin Stokes, CVCOG Executive Director

Date: 7/17/23

Attachment C Scope of Work

- New Public Safety Answering Points (PSAPs) cannot be implemented without prior approval by the Commission on State Emergency Communications (CSEC).
- PSAP operating procedures are outlined in the attached *Operating Policies and Procedures* document.
- CVCOG requests the PSAPs submission of the following reports:
Form A; Monthly Reports for PSAP- report documents call volumes, TDD/TTY calls, TDD/TTY test calls, and equipment testing by PSAP.

Form B; 9-1-1 ANI/ALI Problem Report- if needed, daily submission of incorrect caller information and map plotting discrepancies.

Form C; 9-1-1 Report Log documents dates and description of opened trouble tickets, TDD/TTY call testing, and service affecting issues.

Form D; Training Documentation performed by PSAP which will include Sign-In sheet with description of training conducted.

Form E; 9-1-1 Public Education activities conducted by the PSAP.

- CVCOG with PSAP assistance will inventory equipment annually.
- CVCOG requires that the County and/or City insure equipment located within PSAP, as per equipment inventory list provided by CVCOG, and forward a copy of the insurance policy to CVCOG upon request.

Attachment D

PSAP Operations Performance Measures and Monitoring

Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

- Form A- Monthly Reports for PSAP
- Form B- 9-1-1 ANI/ALI Problem Report
- Form C- 9-1-1 Report Log
- Form D- Training Documentation performed by PSAP
- Form E- 9-1-1 Public Education activities conducted by the PSAP.

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per Month;
2. List of service affecting issues once per Month;
3. Certification of TTY/TDD testing once per Month; and
4. TTY/TDD call logs.

Quality Assurance Inspections

RPC personnel will conduct site visits at least 2 per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

In addition, quality assurance inspections will be conducted as follows:

Preventative Maintenance is done every six months at each PSAP.

Attachment E

Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. **Commission Legislation:**
<http://csec.texas.gov/statutes>

2. **Commission Rules:**
<http://www.csec.texas.gov/>

3. **Commission Program Policy Statements:**
<http://www.csec.texas.gov/9-1-1/documents/program-policy-statements-rev>



CONCHO VALLEY
COUNCIL OF GOVERNMENTS

CVCOG Regional 9-1-1 Call Handling Equipment Cybersecurity Policy

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CVCOG 9-1-1 IT Resource Management and User Responsibilities

All authorized users share in the responsibility to protect CVCOG 9-1-1's computers, servers, telephones and other IT systems and tools from physical and environmental damage or loss.

CVCOG 9-1-1 Cybersecurity Responsibilities Overview

CVCOG 9-1-1 has a duty and responsibility to provide telecommunicators/dispatchers with a secure IT environment that supports the mission of CVCOG 9-1-1; to safeguard the privacy, confidentiality and reliability of data; to protect and maximize CVCOG 9-1-1's investment in IT resources; and to define the responsibilities and requirements of the use of IT resources within CVCOG 9-1-1 environment. Responsibilities include but are not necessarily limited to:

- Approve access and formally assign custody of an information resource asset;
- Specify data control requirements, based on internal risk assessments
- Verify that controls are in place and compliance is met
- Review access permissions based on security risk assessment
- Provide physical and procedural safeguards for resources

Telecommunicator/Dispatcher Cybersecurity Responsibilities Overview

Telecommunicators/dispatchers have a duty and responsibility to support the cybersecurity mission of CVCOG 9-1-1; to safeguard the privacy, confidentiality and reliability of data; to protect and maximize CVCOG 9-1-1's investment in IT resources; and to abide by the responsibilities and requirements of use of IT resources within CVCOG 9-1-1 environment.

- Ensuring that resources are used safely, appropriately, and only for their designated purpose
- Complying with cybersecurity controls specified by CVCOG 9-1-1

Managing Security Risks / Vulnerability Assessments

A security risk analysis of information resources shall be periodically performed and documented as deemed necessary by CVCOG and/or CSEC. Regular risk assessments will be conducted on information resources deemed necessary for security of the CVCOG 9-1-1 network infrastructure. In addition to normal security monitoring and reviews, CVCOG 9-1-1 may periodically conduct unscheduled vulnerability assessments to test security measures currently in place.

Unique Logins and Passwords / Authentication

All CVCOG 9-1-1 computing systems require a login authentication process, wherein each user is identified and authenticated through a unique user ID and password. Access to the 9-1-1 system

and to applications is based on individual roles; determination of user access levels is the responsibility of the owners of the information or applications being accessed.

Assigning Login Credentials

PSAP supervisors should notify WSC within 1 business day of any change in telecommunicator/dispatcher personnel so that unique login credentials can be activated/deactivated accordingly.

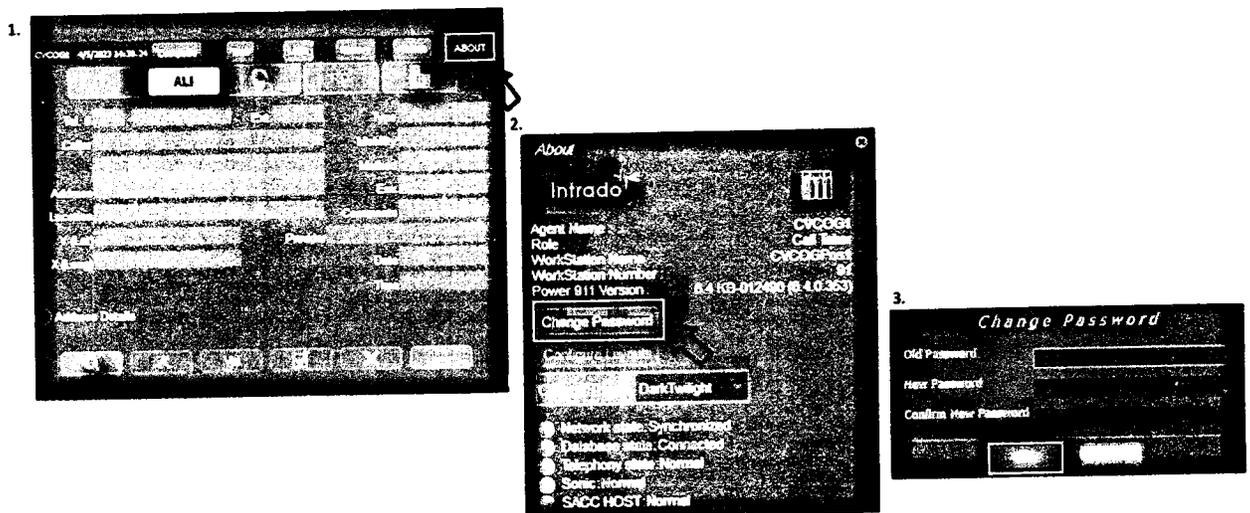
Login usernames and temporary passwords will be assigned by WSC to telecommunicators/dispatchers in the following format.

UN: [site name][####] i.e. concho1779

After this initial change, to either troubleshoot login info or for the assignment of new usernames and temporary passwords in the future, you will need to call WSC or email support@wsc911.com.

Changing Your Password

To change your password, please go to about > change password (pictured below).



The change will take effect the next time you logout, then back in again.

User Password Credential Minimum Requirements

Each dispatcher/telecommunicator should change their temporary password upon initial login to a new alphanumeric password.

Passwords should *at minimum* include the following requirements:

- 8 or more alphanumeric characters
- a capital
- a lowercase
- a number
- and a special character

Passwords are entirely confidential and should never be shared with anyone. Passwords should be difficult to guess. It is *recommended* that passwords be changed at least every 90 days, and stored in a secure place. Please use a unique password not utilized in alternative programs/software.

Ancillary Software Logins

Alternative software credentials such as Equature call recordings, ECaTS call data, and other ancillary 9-1-1 software will be disseminated to supervisors on an as needed basis. These kinds of ancillary software should be accessed on agency owned admin computers outside of the 9-1-1 network computers unless otherwise specified. Login credentials should be safeguarded and disseminated appropriately.

Unauthorized External Hardware, Software and Media

To keep the 9-1-1 network as secure as possible, the CVCOG 9-1-1 network utilizes locked-down computers, hardware, software, firewalls, and a secure private MPLS internet network for services. Thus, opportunities for users to corrupt the 9-1-1 network are limited. However, the introduction of any unauthorized outside hardware, software, or media device, on the user side of the firewall, and into the 9-1-1 call handling computers is strictly prohibited. This includes but is not necessarily limited to the use of:

- unauthorized download, use of programs, or web services, on the 9-1-1 computers
- use of external USB or CD storage devices on the 9-1-1 computers
- use of USB charging of personal/external devices

Although the system should not allow unauthorized internet access, the 9-1-1 network hardware should not be utilized to access any personal accounts, personal email, or any other non-official internet activity or web browsing.

Such unauthorized uses could introduce a vulnerability into the 9-1-1 system

**Concho Valley Council of Governments
MONTHLY PSAP TESTING REPORT**

PSAP NAME:			
DATE:		INDIVIDUAL REPORTING:	

9-1-1 Equipment Testing
Monthly PSAP Testing is due

required monthly 9-1-1 function testing.

INFORMATION ONLY

Category				Findings/Comments
ANI/ALI Display	Automatic Location Identification on 9-1-1 call verifies ANI/ALI Level of Service.	<input type="checkbox"/>	<input type="checkbox"/>	
Wireless Phase I & II Level of Service	Does wireless call come in as WRLS/WPH2 with ANI/ALI? If wireless call is WRLS, retransmit ALI (RTX) to receive WPH2.	<input type="checkbox"/>	<input type="checkbox"/>	
Conferencing Functionality	On a 9-1-1 call, click Transfer button, enter 10-digit TN to conference (up to 8 calls).	<input type="checkbox"/>	<input type="checkbox"/>	
Language Line	Direct dial/transfer with account number & access code.	<input type="checkbox"/>	<input type="checkbox"/>	
Poison Control	Direct dial/transfer with 10-digit number displayed.	<input type="checkbox"/>	<input type="checkbox"/>	
Abandoned 9-1-1 Call	9-1-1 caller hangs up prior to answer. Abandoned call with audible warning. Call-back by double-clicking in list.	<input type="checkbox"/>	<input type="checkbox"/>	
Network Functionality	Intercom will test connectivity to other agencies via MPLS network. Right-click intercom to choose agency.	<input type="checkbox"/>	<input type="checkbox"/>	
TDD/TTY compatible equipment	Test the CPE functionality TTY	<input type="checkbox"/>	<input type="checkbox"/>	
Stand-alone TDD	Accessible and tested? Use an admin handset to place a 9-1-1 TDD/TTY call.	<input type="checkbox"/>	<input type="checkbox"/>	
Map Display	Does call plot on map? Are you able to search map by road name, address and coordinates?	<input type="checkbox"/>	<input type="checkbox"/>	
Pictometry	Right-click map location to view available Pictometry imagery.	<input type="checkbox"/>	<input type="checkbox"/>	
Alternate Route (Previously Make-busy)	Logoff all positions (DND SNOM at Kimble, Mason). Place test call. No alternate route at SAEOC (N/A).	<input type="checkbox"/>	<input type="checkbox"/>	List alternate route reached.
Abandonment Route	Contact WSC. Request abandonment route in CMP. Place test call. No abandonment route at SAEOC (N/A).	<input type="checkbox"/>	<input type="checkbox"/>	List abandonment route reached.
Busy-out Rollover	Busy out test calls. Next call should rollover to alternate location.	<input type="checkbox"/>	<input type="checkbox"/>	List busy-out location reached.
Ring No Answer	An unanswered 9-1-1 call should represent itself to the alternate route.	<input type="checkbox"/>	<input type="checkbox"/>	
SNOM/IP phone	Test functionality at SAEOC, Kimble, Mason. Answer 9-1-1 on SNOM, transfer to position. (N/A for all other sites)	<input type="checkbox"/>	<input type="checkbox"/>	
Text to 9-1-1	Test text must originate from county being tested. Transfers are preconfigured; select an agency via drop-down to transfer (#T).	<input type="checkbox"/>	<input type="checkbox"/>	
Recorder	Verify recordings of 9-1-1 calls are accessible to all agents via Power911 playback & to Supervisor via Live Recall.	<input type="checkbox"/>	<input type="checkbox"/>	
Facility Generator	Please list date of last facility generator test and contact name and number of your facility generator service provider.	<input type="checkbox"/>	<input type="checkbox"/>	List last test date & contact info for service.

Monthly PSAP Testing is due by the 5th day of each month. Submission of this report is acknowledgment that required monthly testing has been completed. All 9-1-1 findings have been reported to WSC Technical Support at 1-888-414-2738. All recorder issues have been reported to Equature directly at 888-305-3428.

[ATTACHMENT B] 9-1-1 ANI/ALI PROBLEM REPORT

Date of Call	Time of Call	Operator

Problem (check one):

- Record Not Found
 Incorrect Address
 Misroute, Send To: _____
 Other: _____
 Map not correct

Phone type (check one):

- Business or Residential
 Wireless
 VoIP

Information Displayed:

TELEPHONE NUMBER (ANI)	
NAME	
ADDRESS (ALI)	
SAMPLE	
CITY/COMMUNITY	
LOCATION	
WIRELESS/VoIP CALL-BACK NUMBER	
TRUNK #	ESN:

Correct Information As Obtained by Caller:

TELEPHONE NUMBER (ANI)
NAME
ADDRESS (ALI)
CITY/COMMUNITY
LOCATION
PSAP COMMENTS:

For Wireless/VoIP Calls, Please Complete the Additional Information:

WIRELESS/VoIP SERVICE PROVIDER:
EXACT LOCATION OF WIRELESS/VoIP CALLER:

For Addressing Coordinator Use:

DATE RECEIVED:	CORRECT INFORMATION:
DATE ENTERED:	ADDRESS:
TRANSACTION NUMBER:	COMMUNITY:
NOTES:	ESN
	EXCHANGE

Operating Policies and Procedures

OVERVIEW

Policies and procedures for PSAP/s in the Concho Valley Council of Governments 9-1-1 Region which include the following counties: Coke, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Schleicher, Sterling, Sutton and Tom Green Counties.

OBJECTIVES

- To negotiate any emergency call accordingly.
- To determine as quickly as possible, the nature of the emergency.
- To properly handle or direct the call to the appropriate responding agency.
- To proficiently operate all equipment related to the 9-1-1 system.

FOR PROBLELMS WITH EQUIPMENT

WEST CPE EQUIPMENT – Mapping or Call answering Equipment. WSC, 1-888-414-2738

- Indicate that you are reporting trouble for a 9-1-1 system.
- Provide the name and address of your PSAP.
- Provide your name and title.
- Provide your callback number.
- Describe the type of trouble you are encountering.
- Provide hours of access to 9-1-1 equipment.
- Document trouble ticket # on *Form C Report Log*.
- Notify CVCOG 325-944-9666.

REQUEST FOR CALLING NUMBER-INTRADO – 1-855-820-8109

If you have NO ALI information available:

- Identify you are a 9-1-1 agency and are requesting a Calling Number Address.
- Provide your name and title.
- Provide the name and address of your PSAP.
- Provide your callback number
- Describe the type of trouble you are encountering.
- Document trouble ticket # on *Form C Report Log*.

CALL TRACE

Frontier 1-877-245-3511 ♦ Centex 1-800-535-8904 ♦ Hill Country 1-800-292-5457

- Identify you are a 9-1-1 agency and are requesting a Call Trace.
- Provide your name and address of your PSAP.
- Provide your callback number.
- Provide the TIME, DATE, and TELEPHONE NUMBER of the 9-1-1 call.

RECORDER SUPPORT & MAINTENANCE

Equature 1-888-305-3428

- Indicate that you are reporting trouble for a 9-1-1 recorder.
- Provide the name and address of your PSAP.
- Provide your name and title.
- Provide your callback number.
- Describe the type of trouble you are encountering.
- Provide hours of access to 9-1-1 equipment.
- Document trouble ticket # on *Form C Report Log*.
- Notify CVCOG 325-944-9666.

Concho Valley Council of Governments (CVCOG)

Office #: 325-944-9666

Inventory - CDS Name	Part#	Data Sheet - Part#	Name	Inventory Item#	Hardware Type	Inventory - Description	Manufacturer	Manufacturer Part#	Serial#	Installed	Status	Location	CDS Tag#	
CYC06	9418	Member	15h LCD Member	15h LCD Member	NEC	NEC	9418	561206571A		2/10/2016	In Use	On Site		
CYC06	15615	Member	27h LCD Member	27h LCD Member	Asus	Asus	9418	9418	12/19/2015	In Use	On Site			
CYC06	15616	Member	27h LCD Member	27h LCD Member	Asus	Asus	9418	9418	12/19/2015	In Use	On Site			
CYC06	14997	Hard Drive	489 Reclifier Module	489 Reclifier Module	Western Digital	Western Digital	14997	WDCWU6020288K-08		5/16/2016	In Use	On Site		
CYC06	2725	489 Reclifier Module	489 Reclifier Module	489 Reclifier Module	NEWMAR	NEWMAR	2725	WAG348585U5		10/8/2008	In Use	On Site		
CYC06	10355	489 Reclifier Module	489 Reclifier Module	489 Reclifier Module	NEWMAR	NEWMAR	10355	1514M131		3/11/2016	In Use	On Site		
CYC06	10619	Modem	56k Fax Modem	56k Fax Modem	US Robotics	US Robotics	10619	445-4235-0A		12/18/07	12/20/2012	In Use	On Site	
CYC06	13923	Router	9.1-1 Backup Network Router	9.1-1 Backup Network Router	Cisco	Cisco	13923	3ABLM141405		9/27/2016	In Use	On Site		
CYC06	13925	Power Supply	AC Power Supply	AC Power Supply	Cisco	Cisco	13925	PMN-4450-AC V02		9/27/2016	In Use	On Site		
CYC06	13926	Power Supply	AC Power Supply	AC Power Supply	Cisco	Cisco	13926	PMN-4450-AC V02		9/27/2016	In Use	On Site		
CYC06	2735	VoIP Gateway - AIM	AIM Card	AIM Card	Podtron	Podtron	2735	LIT202977HH		10/6/2008	In Use	On Site		
CYC06	13266	Mobile Hotspot 4G	4G LTE Gateway Shell	4G LTE Gateway Shell	Netgear	Netgear	13266	W728674		4/19/2016	In Use	On Site		
CYC06	14088	Surge Protector	Surge Protector	Surge Protector	Equana	Equana	14088	59M1250065F03		12/20/2016	In Use	On Site		
CYC06	15110	External Modem	External Modem	External Modem	Equana	Equana	15110	W5-C2895-2-RTS-L-V03		12/20/2016	In Use	On Site		
CYC06	15110	External Modem	External Modem	External Modem	Equana	Equana	15110	W5-C2895-2-RTS-L-V03		12/20/2016	In Use	On Site		
CYC06	9523	Ethernet Switch	Ethernet Switch (24 Port)	Ethernet Switch (24 Port)	Cisco	Cisco	9523	FC913294W6		2/10/2016	In Use	On Site		
CYC06	9526	Ethernet Switch	Ethernet Switch (24 Port)	Ethernet Switch (24 Port)	Cisco	Cisco	9526	FC913294W6		2/10/2016	In Use	On Site		
CYC06	17816	Firewall	Firewall (Appliance (10 Port) - Recorder)	Firewall (Appliance (10 Port) - Recorder)	Generation Inc.	Generation Inc.	17816	910000001190418		12/19/2015	In Use	On Site		
CYC06	15908	Generation Keyboard	Generation Keyboard - USB	Generation Keyboard - USB	IO Gear	IO Gear	15908	AL19-0958A-0159		9/17/2016	In Use	On Site		
CYC06	15909	Generation Keyboard	Generation Keyboard - USB	Generation Keyboard - USB	IO Gear	IO Gear	15909	AL19-0958A-0159		9/17/2016	In Use	On Site		
CYC06	9414	KVM	KVM - 4-Port DVI	KVM - 4-Port DVI	Cisco	Cisco	9414	FC9221441VM		2/10/2016	In Use	On Site		
CYC06	13924	Network Interface Module	Network Interface Module	Network Interface Module	Cisco	Cisco	13924	IP90021694		2/10/2016	In Use	On Site		
CYC06	9423	Printer	Network Printer - LaserJet Pro 400	Network Printer - LaserJet Pro 400	Cisco	Cisco	9423	FM262310PE		2/10/2016	In Use	On Site		
CYC06	20622	Router	Router	Router	Cisco	Cisco	20622	1220P000031-401		12/13/2015	In Use	On Site		
CYC06	13853	Shellite Box	Shellite Box	Shellite Box	Infraedo	Infraedo	13853	17450013		12/13/2015	In Use	On Site		
CYC06	13855	Shellite Box	Shellite Box	Shellite Box	Infraedo	Infraedo	13855	17450013		12/13/2015	In Use	On Site		
CYC06	9524	Server - AUX	Server - AUX	Server - AUX	HP	HP	9524	C9P04UC8A84		3/11/2015	In Use	On Site		
CYC06	13662	Serial Box	Serial Box - G2	Serial Box - G2	Infraedo	Infraedo	13662	220P000008-402		12/13/2015	In Use	On Site		
CYC06	13664	Serial Box	Serial Box - G2	Serial Box - G2	Infraedo	Infraedo	13664	220P000008-402		12/13/2015	In Use	On Site		
CYC06	14970	Speakers	Speakers	Speakers	CREATIVE	CREATIVE	14970	CAMF000561.700264H		1/10/2013	In Use	On Site		
CYC06	14971	Speakers	Speakers	Speakers	CREATIVE	CREATIVE	14971	CAMF000561.700264H		1/10/2013	In Use	On Site		
CYC06	13824	PSU	Switched Rack Power Distribution Units	Switched Rack Power Distribution Units	APC	APC	13824	MEWHISH PDU 1U (20 amp)		1/10/2013	In Use	On Site		
CYC06	16518	Router - WAN	TI Router	TI Router	Cisco	Cisco	16518	CSC001841		2/14/2013	In Use	On Site		
CYC06	21031	Member	TIETS - 27h LED Member	TIETS - 27h LED Member	Asus	Asus	21031	NLM5M052327		2/14/2013	In Use	On Site		
CYC06	16374	Ethernet Switch	TIETS - Ethernet Switch (8 Port)	TIETS - Ethernet Switch (8 Port)	Manager	Manager	16374	65205-10P-AS		4/01/2013	In Use	On Site		
CYC06	21032	Workstation - PC	TIETS - PC	TIETS - PC	Manager	Manager	21032	65205-10P-AS		2/14/2013	In Use	On Site		
CYC06	21030	Printer	TIETS - Printer	TIETS - Printer	HP	HP	21030	9P9M09A1AXX		6/13/2013	In Use	On Site		
CYC06	21328	UPS - 9P9M4	UPS - 4-23MVA (9P9M4)	UPS - 4-23MVA (9P9M4)	Eaton Powerware	Eaton Powerware	21328	P-103002954		6/13/2013	In Use	On Site		
CYC06	21329	UPS - Internal Battery Pack	UPS - Battery Pack (9P9M4)	UPS - Battery Pack (9P9M4)	Eaton Powerware	Eaton Powerware	21329	P-103002954		6/13/2013	In Use	On Site		
CYC06	21330	UPS - Internal Battery Pack	UPS - Battery Pack (9P9M4)	UPS - Battery Pack (9P9M4)	Eaton Powerware	Eaton Powerware	21330	P-103002954		6/13/2013	In Use	On Site		
CYC06	21331	UPS - Internal Battery Pack	UPS - Battery Pack (9P9M4)	UPS - Battery Pack (9P9M4)	Eaton Powerware	Eaton Powerware	21331	P-103002954		6/13/2013	In Use	On Site		
CYC06	21332	UPS - Internal Battery Pack	UPS - Battery Pack (9P9M4)	UPS - Battery Pack (9P9M4)	Eaton Powerware	Eaton Powerware	21332	P-103002954		6/13/2013	In Use	On Site		
CYC06	21197	UPS - Environmental Monitoring Probe-gem 2	UPS - Environmental Monitoring Probe-gem 2	UPS - Environmental Monitoring Probe-gem 2	Eaton Powerware	Eaton Powerware	21197	744-44026		6/19/2013	In Use	On Site		
CYC06	21198	UPS - Network-M5 Card	UPS - Network Card-M2	UPS - Network Card-M2	Eaton Powerware	Eaton Powerware	21198	744-44026		6/19/2013	In Use	On Site		
CYC06	21199	UPS - Split Phase Power Module	UPS - Split Phase Power Module (9P9M4)	UPS - Split Phase Power Module (9P9M4)	Eaton Powerware	Eaton Powerware	21199	730-06185		6/19/2013	In Use	On Site		
CYC06	21193	UPS - Automatic Transfer Switch	UPS - Transfer Switch (9P9M4)	UPS - Transfer Switch (9P9M4)	Eaton Powerware	Eaton Powerware	21193	884120038		6/19/2013	In Use	On Site		
CYC06	13751	Wireless Antenna	Wireless Antenna	Wireless Antenna	Wilson Electronics	Wilson Electronics	13751	W3X34UC8A94		12/13/2015	In Use	On Site		
CYC06	15805	Workstation - PC	Workstation - PC	Workstation - PC	HP	HP	15805	W3X34UC8A94		12/13/2015	In Use	On Site		
CYC06	15807	Workstation - PC	Workstation - PC	Workstation - PC	HP	HP	15807	W3X34UC8A94		12/13/2015	In Use	On Site		
CYC06	21630	IP Phone	SIOMX Phone	SIOMX Phone	Strom	Strom	21630	4349		12/13/2015	In Use	On Site		
CYC06	21626	Member	27h LCD Member	27h LCD Member	Dell	Dell	21626	CN1D7M1CWSL00289CG3B		Waiting to be installed	WSC Office			
CYC06	21625	Viper Gateway - AIM	AIM Card - G3	AIM Card - G3	Infraedo	Infraedo	21625	CN1D7M1CWSL00289CG3B		Waiting to be installed	WSC Office			
CYC06	21769	Serial Hub	Serial Hub	Serial Hub	Control	Control	21769	527480041		Waiting to be installed	WSC Office			
CYC06	21619	Ethernet Switch	Ethernet Switch (24 Port) - Stacking	Ethernet Switch (24 Port) - Stacking	Cisco	Cisco	21619	CS200L-24T-4G-E V03		Waiting to be installed	WSC Office			
CYC06	21620	Ethernet Switch	Ethernet Switch (24 Port) - Stacking	Ethernet Switch (24 Port) - Stacking	Cisco	Cisco	21620	CS200L-24T-4G-E V03		Waiting to be installed	WSC Office			
CYC06	21627	External Drive	External DVD-ROM Drive	External DVD-ROM Drive	Dell	Dell	21627	OVANVY		Waiting to be installed	WSC Office			
CYC06	21628	Workstation - Laptop	KVM - Laptop	KVM - Laptop	StarTech	StarTech	21628	100N696970RC		Waiting to be installed	WSC Office			
CYC06	21621	Printer	Network Printer - Color / Laser	Network Printer - Color / Laser	Xerox	Xerox	21621	OC1C68019		Waiting to be installed	WSC Office			
CYC06	21617	Viper Gateway - Power	Power Card - G3	Power Card - G3	Infraedo	Infraedo	21617	527195020		Waiting to be installed	WSC Office			
CYC06	21613	Shellite Box	Shellite Box	Shellite Box	Infraedo	Infraedo	21613	523490759		Waiting to be installed	WSC Office			
CYC06	21604	Server - AIM	Server - Shellite Box	Server - Shellite Box	Infraedo	Infraedo	21604	523490811		Waiting to be installed	WSC Office			
CYC06	21601	Server - AIM	Server - AIM	Server - AIM	Dell	Dell	21601	884191813		Waiting to be installed	WSC Office			
CYC06	21603	Serial Box	Serial Box - G3	Serial Box - G3	Infraedo	Infraedo	21603	523200019		Waiting to be installed	WSC Office			
CYC06	21605	Viper Gateway Chassis G3	Viper Gateway Chassis G3	Viper Gateway Chassis G3	Infraedo	Infraedo	21605	523200019		Waiting to be installed	WSC Office			
CYC06	21622	Workstation - PC	Workstation - PC	Workstation - PC	Dell	Dell	21622	94P7015		Waiting to be installed	WSC Office			
CYC06	21623	Workstation - PC	Workstation - PC	Workstation - PC	Dell	Dell	21623	94P7015		Waiting to be installed	WSC Office			

INTERLOCAL AGREEMENT FOR E9-1-1 AUTOMATIC LOCATION INFORMATION MAINTENANCE SERVICES and STREET/ROAD SIGN REPLACEMENT

Article 1: Parties & Purpose

1.1 The **Concho Valley Council of Governments** (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region **10** (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 **Kimble County** (Local Government) is a local government that has agreed to participate in implementing enhanced 9-1-1 services in the Region in accordance with the RPC's Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

1.5 Automatic location information (ALI) maintenance is a critical component of 9-1-1 service and ensures the timely delivery of accurate 9-1-1 information and location data to the correct public safety answering point. This Agreement between the RPC and Local Government sets forth the requirements for ALI maintenance.

Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act, Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to perform the activities related to maintaining location information used in the RPC's 9-1-1 Database as specified in the Scope of Work attached hereto.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC agrees to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by **Kimble County** and proof of insurance shall be provided upon request.

3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

Article 4: Performance Monitoring

4.1 The RPC and the Commission reserve the right to perform on-site monitoring for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes.

Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Nondiscrimination and Equal Opportunity

8.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 9: Dispute Resolution

9.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

9.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

9.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

9.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually

designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

9.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

9.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 10: Suspension for Unavailability of Funds

10.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 11: Notice to Parties

11.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

11.2 The RPC's address is:

**Concho Valley Council of Governments
5430 Link Rd
San Angelo, Texas 76904**

The Local Government's address is:

**Kimble County
Attn: Judge Hal Rose
501 Main Street
Junction, TX 76849**

11.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 12: Effective Date and Term

12.1 This Agreement is effective as of September 1, 2023 and shall terminate on August 31, 2025.

12.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

12.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 13: Force Majeure

13.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 14: Confidentiality

14.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

14.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 15: Indemnification

15.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 16. Historically Underutilized Business Requirements

16.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 17: Miscellaneous

17.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

17.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

17.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

17.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

17.5 The following Attachments are part of this Agreement:

- Attachment A Ownership Agreement/Transfer of Ownership Form
- Attachment B Scope of Work
- Attachment C Commission Documents – Legislation, Rules and Program Policy Statements

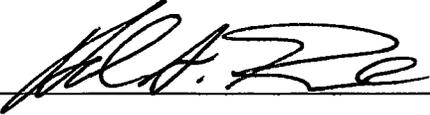
17.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

17.7 This Agreement is executed in duplicate originals.

Concho Valley Council of Governments

Kimble County

BY: 

BY: 

Printed Name: John Austin Stokes

Printed Name: Hal Rose

Title: Executive Director

Title: Kimble County Judge

Date: 7/17/23

Date: 8/8/23

Attachment B Scope of Work

The County agrees to maintain and assign addresses which will be used in the RPCs 9-1-1 database.

Concho Valley Council of Governments will reimburse the County for the purchase of supplies necessary for performance of the deliverables per this Agreement. As per **Article 10: Suspension for Unavailability of Funds, CVCOG will reimburse the County if funds are available.**

Street/Road Sign Replacement: The County will provide an itemized **cost share** for the replacement of existing street signs located in the unincorporated areas of the county to be submitted with request for reimbursement.

Attachment C Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. Commission Legislation:
<http://csec.texas.gov/statutes>
2. Commission Rules:
<http://www.csec.texas.gov/>
3. Commission Program Policy Statements:
<http://www.csec.texas.gov/9-1-1/documents/program-policy-statements-rev>

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (“**Agreement**”) is entered into by and between the **Lower Colorado River Authority (“LCRA”)**, a conservation and reclamation district of the State of Texas, and **Kimble County, Texas** (the “**County**”), a county created under the laws of the State of Texas, pursuant to the authority granted to each of them and in compliance with the provisions of Texas Government Code Chapter 791. LCRA and the County may each be referred to as a “**Party**” and collectively as the “**Parties**.”

RECITALS

Whereas the Parties desire to work together to increase the efficiency and effectiveness of local government by contracting with each other to assist each other in carrying out governmental functions and services;

Therefore, the Parties agree as follows:

I. STATEMENT OF SERVICES TO BE PERFORMED

LCRA will establish ownership, operate and maintain those two certain gauging stations located in Kimble County, Texas, being the stage-only stream gauge on the South Llano River at Telegraph and the stage-only stream gauge on the North Llano River near Roosevelt (the “**Gauging Stations**”). A complete description of the services, as they are determined, will be set forth in applicable lettered Attachments, which are incorporated into this Agreement by reference when fully executed by the Parties.

II. OWNERSHIP AND TRANSFER OF GAUGING STATIONS

The Parties hereby acknowledge and agree, as further evidenced by that certain Transfer of Ownership attached hereto as Attachment A, that the Gauging Stations and all related equipment will be owned by LCRA.

The Parties further acknowledge and agree that in the event the applicable property owner requests that LCRA modify, remove or relocate the Gauging Stations, the County shall be responsible for all costs and expenses in connection with such modification, removal or relocation.

III. PAYMENTS

Charges will be based on the methodologies outlined in the Attachments. The Parties acknowledge and understand that any payments made under this Agreement will be made from then-current revenues available to the County as required by the Interlocal Cooperation Act.

IV. TERM OF AGREEMENT

The primary term of this SOW begins May 1, 2023 and is for five years. The term may be renewed for an additional five years upon written approval from both Parties. In exchange for LCRA taking ownership of the Gauging Stations and related equipment, the County will not pay any fees or charges to LCRA for LCRA’s operations and maintenance of the Gauging Stations.

V. INTELLECTUAL PROPERTY

The Parties agree that all intellectual property interests that may result from work performed under this Agreement will remain with LCRA, but LCRA grants the County a perpetual, royalty-free, non-exclusive license to use, release, disclose, copy and reproduce such intellectual property contained in any deliverable for purposes of operation, analysis, testing, and improvement to its processes. No language contained in invoices or other communication purporting to negate or restrict such license will be effective.

VI. FORCE MAJEURE

The nonperformance or delayed performance by LCRA of any obligation under the Agreement will be excused if such nonperformance or delay is caused by an event beyond the control of the LCRA (each a "Force Majeure Event"), except to the extent that LCRA knew of or should reasonably have been able to foresee such an event and failed to promptly take measures to avoid the event or implement mitigating measures. Items beyond the control of LCRA include, but are not limited to: acts of war, acts of a public enemy; acts of domestic or foreign terrorism; natural disasters; strikes; pandemics, epidemics, or quarantine restrictions, including any government orders limiting or prohibiting movement or operations as a result of the foregoing; supply chain and labor shortages or disruptions; riot; or sabotage. Upon occurrence of a Force Majeure Event, the date for performance of work in progress under this Agreement will be extended for a period equal to the time lost by reason of the delay.

VII. TERMINATION FOR CONVENIENCE

The Parties each have the right to terminate this Agreement at any time upon 30 calendar day's written notice to the other Party. If the County terminates this Agreement for its own convenience the County will pay equitable termination charges, including payment for portions of work completed and materials purchased, and out-of-pocket costs that have been reasonably incurred by LCRA as a result of terminating this Agreement. The Parties acknowledge and agree that within 60 days of any termination of this Agreement, the County shall have the exclusive option and right to acquire ownership of the Gauging Stations and all related equipment. If the County fails, within such 60 day period, to exercise its option to acquire such equipment, the County shall be deemed to have elected not to exercise its option and ownership of all Gauging Stations and related equipment shall remain with LCRA.

VIII. LIABILITY

Neither Party will be liable to the other for special, incidental, consequential, or punitive damages, or for lost profits, loss of anticipated future work, anticipated profits, administrative costs or overhead on anticipated work, or other indirect costs. It is expressly understood that LCRA and the County do not waive, and may not be deemed to waive, any immunity or defense that would otherwise be available to them.

IX. NOTICES

All notices or other communications required under this Agreement may be made either by personal delivery in writing or by certified mail, postage prepaid, return receipt requested. Notice will be deemed given when delivered or mailed to the Parties at their respective addresses as set forth below:

For LCRA:
David Murdoch
LCRA
3700 Lake Austin Blvd.

Mail Stop R316
Austin, TX 78703
E: david.murdoch@lcra.org
P: 512-730-6035

For the County:

The Honorable Hal A. Rose
Kimble County Judge
501 Main Street

Junction, TX 76849

E: hal.rose@co.kimble.tx.us
P: 325-446-2724

X. ADDITIONAL TERMS AND CONDITIONS

- A. The Parties certify that: (1) the services specified or requested in this Agreement are necessary and essential for activities that are properly within their statutory functions; (2) the proposed arrangements and ownership of the Gauging Stations serve the interest of efficient and economical administration of state government; (3) the respective governing body of each Party has authorized this Agreement; (4) the performance of services under this Agreement will be secondary to each Party's mission critical functions and work will be diligently performed to meet requested deadlines as allowed by mission critical functions; (5) the services obtained under this Agreement are not for engineering or architectural services; and (6) the Parties each have sufficient authority to contract for the services to be performed under this Agreement.
- B. This Agreement constitutes the entire agreement between the Parties with respect to these terms and conditions applied to each agreed upon Statement of Work.
- C. If any section of this Agreement is declared invalid by any court of competent jurisdiction, such order will not affect the remainder of the Agreement, which will remain in full force and effect in accordance with the original intent of the Parties.
- D. The failure of either Party at any one or more times to insist upon strict performance of the terms and conditions of this Agreement may not be construed as a waiver of the right to demand strict compliance.

IN WITNESS WHEREOF, LCRA and the County have made and executed this Agreement by their signatures below, which is effective when fully executed.

LOWER COLORADO RIVER AUTHORITY:

By: *Kelly D. Payne*
 Name: Kelly D. Payne
 Title: Vice President, Water Operations
 Date: June 16, 2023

KIMBLE COUNTY, TEXAS:

By: *Hal A. Rose*
 Name: Hal A. Rose
 Title: Kimble County Judge
 Date: 8/8/23



Attachment A

See attached.

TRANSFER OF OWNERSHIP

This Transfer of Ownership is entered into on August 8, 2023 by and between the **Lower Colorado River Authority** ("LCRA"), a conservation and reclamation district of the State of Texas, and **Kimble County, Texas** (the "County"), a county created under the laws of the State of Texas. This Transfer of Ownership is made pursuant to the Interlocal Cooperation Agreement (the "Agreement") dated _____ by and between LCRA and the County. Any capitalized terms used but not defined in this Transfer of Ownership, if any, have the meaning set forth in the Agreement.

In consideration of the mutual covenants, representations and agreements contained in this Transfer of Ownership and in the Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County hereby irrevocably transfers, assigns, conveys, grants, bargains, and delivers to LCRA, all of its right, title and interest in and to the Gauging Stations and all related equipment.

The County represents and warrants that the County (i) has no other agreement or arrangement with any third party connected with the Gauging Stations, (ii) is the sole owner of the Gauging Stations, (iii) has obtained all necessary authorization and approval to enter into and perform its obligations under this Transfer of Ownership, and (iv) has good and valid title to the Gauging Stations, free and clear of all liens, security interests, or other encumbrances. LCRA and the County hereby covenant and agree that, at any time and from time to time on LCRA's written request, the County will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be reasonably required by LCRA in order to assign, transfer, set over, convey, assure, and confirm unto and vest in LCRA, its successors and assigns, title to the equipment conveyed, and transferred by this Transfer of Ownership.

This Transfer of Ownership incorporates by reference all of the terms of the Agreement, including but not limited to Seller's representations, warranties, covenants, and agreements relating to the Gauging Stations, as if each term was fully set forth herein.

This Transfer of Ownership is governed by, and construed in accordance with, the laws of the State of Texas, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. This Transfer of Ownership may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Transfer of Ownership delivered by any means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Transfer of Ownership.

IN WITNESS WHEREOF, LCRA and the County have made and executed this Transfer of Ownership by their signatures below, which is effective when fully executed.

LOWER COLORADO RIVER AUTHORITY:

KIMBLE COUNTY, TEXAS:

By: Kelly D. Payne

By: Hal A. Rose

Name: Kelly D. Payne

Name: Hal A. Rose

Title: Vice President, Water Operations

Title: Kimble County Judge

Date: June 16, 2023

Date: 8/8/23



Attachment B

See attached.

Statement of Services and Project Costs: Stream Gauge Operations and Maintenance

LCRA Point of Contact	David Murdoch LCRA 3700 Lake Austin Blvd. Mail Stop R316 Austin, TX 78703 E: david.murdoch@lcra.org P: 512.730.6035
Kimble County, Texas Point of Contact	The Honorable Hal A. Rose Kimble County Judge 501 Main Street Junction, TX 76849 E: hal.rose@co.kimble.tx.us P: 325-446-2724

I - BACKGROUND

Kimble County would like to contract with LCRA to establish ownership, operate and maintain two stream gauges in Kimble County to provide the County with real-time river level information. LCRA constructed the South Llano River at Telegraph and North Llano River near Roosevelt stream gauges at the County's request in 2007 and LCRA operated and maintained the two gauges under contract from the County for the subsequent 15 years. The contract's original term has expired and this contract is the new long-term agreement for services. The level of service and deliverables being requested by the County is unchanged from the previous Agreement however, title to and ownership of the Gauging Stations and all related equipment will now be transferred to LCRA.

II - STATEMENT OF WORK

LCRA agrees to:

- A. Establish ownership, operate, maintain, and repair a stage-only stream gauge on the South Llano River at Telegraph and a stage-only stream gauge on the North Llano River near Roosevelt (a stage-only gauge does not compute river discharge, but only measures river stage, or level).
- B. Electronically retrieve river stage, rainfall, and air temperature data collected by the gauges and automatically post the data to LCRA's Hydromet web site.
- C. Analyze and conduct QA/QC on the gauge data and make that historic data available to the County and the public via LCRA's Hydromet web page.
- D. Periodically travel to the sites on scheduled maintenance visits to maintain and calibrate sensors.

The County agrees to:

- A. Transfer ownership of the Gauging Stations to LCRA.

III - TERM OF SOW

The primary term of this SOW begins May 1, 2023 and is for five years. The term may be renewed for an additional five years upon written approval from both Parties. In exchange for LCRA taking ownership of the Gauging Stations and related equipment, the County will not pay any fees or charges to LCRA for LCRA's operations and maintenance of the Gauging Stations.

IV- DELIVERABLES

LCRA will post real-time and historical data from the South Llano and North Llano stream gauges on LCRA's Hydromet web page for use by County officials and the public.

V – APPROVAL

The Parties hereto have caused this Statement of Work to be executed by their respective authorized representatives and this SOW is effective as of the date of the last signature below. Any changes to this SOW must be made in writing and signed by both Parties.

LOWER COLORADO RIVER AUTHORITY:

By: Kelly D. Payne

Name: Kelly D. Payne

Title: Vice President, Water Operations

Date: June 16, 2023

KIMBLE COUNTY, TEXAS:

By: H.A. Rose

Name: H.A. Rose

Title: Kimble County Judge

Date: 8/8/23



Written Findings:

Written Findings as to the Collections Contract with Perdue, Brandon, Fielder, Collins & Mott, LLP:

The Commissioners Court for Kimble County, pursuant to Section 2254.1036(b), of the Government Code, hereby finds the following to be true: 1) there is a substantial need for the legal services specified in said contract; 2) these legal services cannot be adequately performed by the attorneys and supporting personnel of Kimble County; and 3) these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which these services will be obtained or because Kimble County does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Therefore, this Commissioners Court hereby approves the contract by and between Kimble County and Perdue Brandon Fielder Collins & Mott, LLP, for professional legal services regarding the collection of delinquent court fines and fees with services to be paid in accordance with Texas Code of Criminal Procedure.

APPROVED and EXECUTED this the 8th day of August, 2023.



Judge Hal A. Rose

On Behalf of the Commissioners Court of Kimble
County

CONTRACT FOR COURT FINES AND FEES COLLECTION SERVICES

STATE OF TEXAS §
 §
COUNTY OF KIMBLE §

**CONTRACT FOR COURT FINES AND FEES COLLECTION SERVICES
FOR KIMBLE COUNTY CLERK'S OFFICE**

SECTION I. PARTIES TO THE CONTRACT

The following "Contract for Court Fines and Fees Collections Services for the Kimble County Clerk's Office", hereinafter called "Contract", is made and entered into by and between **Kimble County, Texas**, acting herein by and through its governing body, hereinafter called "the County" and **Perdue Brandon Fielder Collins & Mott, LLP**, hereinafter called "Perdue".

THIS CONTRACT supersedes all prior oral and written agreements between the parties and can only be amended if done so in writing and signed by all parties. Furthermore, this Contract cannot be transferred or assigned by either party without the written consent of all parties.

The County agrees to employ and does hereby employ Perdue to enforce the collection of delinquent court fines, fees, and court costs pursuant to the terms and conditions described in this Contract.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, the adequacy of which is hereby acknowledged, the County and Perdue agree as follows:

SECTION II. COUNTY'S COLLECTION OBLIGATIONS

A. The County agrees to refer delinquent accounts, as defined below, to Perdue for collection on or about the first (1st) or the fifteenth (15th) of each month. The County shall refer delinquent accounts by electronic or magnetic medium, if available, or in any other way that is most favorable to the County. All delinquent accounts should be in a specified format that will allow Perdue to process the account data.

B. An account is considered delinquent when not paid within sixty (60) days of the scheduled appearance date (if the defendant failed to appear), or from any granted extension, or from the date of conviction or judgment, or other court specified due date.

C. The County will provide Perdue with copies of, or access to, the information and documentation necessary to collect the fines, fees, and court costs that are subject to this Contract.

SECTION III. PERDUE'S COLLECTION OBLIGATIONS

A. Perdue agrees to refer all payments and correspondence directly to the court that has assessed or levied the fines, fees, and court costs being collected pursuant to this Contract. Neither party will have any obligation to the other with regard to returned accounts.

B. Perdue agrees to use its best efforts to collect the delinquent accounts received from the County and to comply with all provisions of state and federal law and regulations promulgated pursuant thereto in the rendition of collection services contemplated by this Contract.

C. If requested by the County, Perdue agrees to provide legal advice to the County on its delinquent accounts.

SECTION IV. COLLECTION FEE

The County agrees to pay Perdue as follows:

(1) No charge of the collected fines, fees, and court costs referred to Perdue by the County imposed on all unadjudicated offenses committed on or before June 18, 2003.

(2) Thirty percent (30%) of the collected fines, fees, and court costs referred to Perdue imposed on all adjudicated offenses committed on or before June 18, 2003; and

(3) Thirty percent (30%) of the collected fines, fees, and court costs referred to Perdue imposed on all offenses occurring after June 18, 2003.

The thirty percent (30%) collection fee shall be added to the amount owed by a defendant that is more than 60 days past due pursuant to Article 103.001, Texas Code of Criminal Procedure.

SECTION V. EXCEPTIONS TO THE COLLECTION FEE

Pursuant to Article 103.0031(b), Texas Code of Criminal Procedure, Perdue cannot collect from a defendant the percentages referred to in Section IV. COLLECTION FEE if the defendant has been determined by the court of original jurisdiction to be indigent, or has insufficient resources or income, or is otherwise unable to pay all or part of the underlying fine or costs. The collection fee does not apply to a case that has been dismissed by a court of competent jurisdiction or to any amount that has been satisfied through time-served credit or community service.

The collection fee shall, however, be applied to any balance remaining after a partial credit for time served or community service if the balance is more than 60 days past due.

SECTION VI. METHOD OF PAYMENT

Absent an agreement otherwise, the County shall calculate and receive the amount of any collection fee due to Perdue. Said fee shall be paid to Perdue by check on a monthly basis. All compensation shall become the property of Perdue at the time of payment.

SECTION VII. COMMENCEMENT AND TERMINATION OF CONTRACT

This Contract shall commence on the _____ day of _____, 2023, and end when both parties mutually agree; provided, however, that either party to this agreement shall have the right to terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this Contract. Upon termination Perdue shall have an additional six (6) months to complete work on all delinquent accounts referred from the County prior to the notice of termination and will be entitled to compensation on such accounts if collected.

SECTION VIII. NOTICES

For purposes of sending notice under the terms of this Contract, all notices from the County shall be sent to Perdue by certified United States mail, or delivered by hand or courier, and addressed as follows:

Perdue Brandon Fielder Collins & Mott, LLP
Attn: Tara Mulanax
BY U.S. MAIL OR BY COURIER DELIVERY:
3115 W. Loop 306, Ste 103
San Angelo, TX 76904
Telephone Number: 325-262-4121

All notices from Perdue shall be sent to the County by certified United States mail, or delivered by hand or courier, and addressed as follows:

Kimble County
Attn: Judge Hal Rose
501 Main Street
Junction, Texas 76849
Telephone Number: 325-446-2986

Kimble County Clerk
Attn: Karen E. Page
501 Main Street
Junction, Texas 76849
Telephone Number: 325-446-3353

SECTION IX. VENUE AND CONTROLLING LAW

This Contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this Contract shall be in the appropriate courts in Kimble County, Texas.

SECTION X. ACCEPTANCE OF EMPLOYMENT

In consideration of the terms and compensation herein stated, Perdue hereby accepts the terms of this contract and undertakes performance of said Contract as set forth above.

SECTION XI. SEVERABILITY

Every provision of this Contract is intended to be severable. If any term or provision hereof is hereafter deemed by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

Perdue verifies that it is in compliance with and will comply with all provisions of Texas Government Code Section 2270.002 during the term of this contract.

This Contract is executed on behalf of the County by the County Judge, who is authorized to execute this instrument. This Contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles or electronically signed Contracts executed on behalf of the County by the presiding officer of its governing body authorized to execute this instrument shall be binding and enforceable.

WITNESS the signature of all parties hereto this 8th day of August, 2023.

Kimble County

By: _____

Name

Title

Al A. Re
Kimble County Judge

PERDUE BRANDON FIELDER COLLINS & MOTT, LLP

By: _____

For the Firm

[Signature]

NOTICE PURSUANT TO GOVERNMENT CODE SEC. 2254.1036

WHEREAS, KIMBLE COUNTY, TEXAS ("County"), will consider entering into a contingent fee contract with the law firm of Perdue, Brandon, Fielder, Collins & Mott, L.L.P. ("Firm") and hereby posts this notice pursuant to Sec. 2254.1036 of the Government Code.

WHEREAS, this notice shall be posted before or at the time of giving the written notice required by Government Code Sec. 551.041 for a meeting described by Sec. 2254.1036(2) of the Government Code and shall announce the following:

A. The County is pursuing a contract with the Firm for the collection of delinquent fines and fees owed to the County and through this contract the County seeks to increase recovery of its delinquent debts in as expeditious a manner as possible. GOVT. CODE § 2254.1036(1)(A).

B. The County believes the Firm has the competency, qualifications, and experience necessary to fulfill this contract. GOVT. CODE § 2254.1036(1)(B). The Firm has collected delinquent government receivables for more than 50 years, and more specifically the collection of delinquent fines and fees for nearly 20 years. The Firm currently has 15 primary offices and multiple satellite offices throughout Texas, Oklahoma and Florida. It employs more than 400 individuals, including 62 attorneys. It uses a multi-office, fully integrated team approach allowing the County access to all its offices and resources. Its collection team consists of long-term Firm employees, including attorneys, call center associates, paralegals, law clerks, legal secretaries, collection support personnel and information technology experts. The Firm utilizes proprietary collection software that can be tailored to meet any special need the County may have. This proprietary software also automates many aspects of the collection process, such as: account/debtor research, mailings and phone calls, return mail and address updates, payment notification and processing and work-flow.

C. The nature of any relationship between the County and the Firm is as follows. GOVT. CODE § 2254.1036(1)(C). The Firm currently represents the Kimble Central Appraisal District in the collection of delinquent property taxes.

D. The County is unable to perform the collection of its delinquent fines and fees. GOVT. CODE § 2254.1036(1)(D). The County currently does not have adequate support staff, computer software/programming, or experience to internally conduct these collection services and acquiring these will result in substantial expense to the County.

E. These collection services cannot be provided for an hourly fee. GOVT. CODE § 2254.1036(1)(E). The Criminal Code allows the assessment of a percentage-based fee to recover the costs of collecting delinquent fines and fees. This percentage-based fee is assessed only against the debtor and not the County or taxpayers of the County. The collection of delinquent fines and fees is a high volume practice, requiring a significant amount of research, mailing, and handling of outbound/inbound calls. An hourly fee for such work will likely exceed amount of delinquent fines and fees due. Moreover, the County will bear the cost of these hourly fees and not the debtor, because the Criminal Code does not expressly authorize the County to pay for collection services based on an hourly fee.

F. The County believes this contingent fee contract is in its best interest. GOVT. CODE § 2254.1036(1)(F). Under the contingent fee contract, the Firm will be paid the amount of the percentage-based collection fee, regardless the number of hours the Firm spends researching, contacting and mailing to collect the delinquent debt. Additionally, the percentage-based collection penalty is a pass-through expense to the debtor and not an expense to the County or taxpayers in the County.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Perdue Brandon Fielder Collins & Mott, LLP
San Angelo, TX United States

Certificate Number:
2023-1056488

Date Filed:
08/07/2023

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Kimble County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

N/A
District and County Court Collections

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

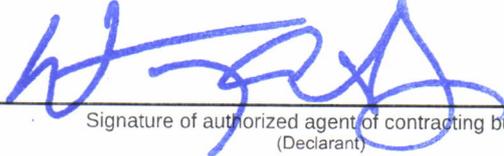
6 UNSWORN DECLARATION

My name is W. Tracy Crites, and my date of birth is _____.

My address is 1031 Andrews Hwy, Ste 210, Midland, TX, 79701, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Midland County, State of TX, on the 7 day of August, 2023.
(month) (year)


Signature of authorized agent of contracting business entity (Declarant)

RESOLUTION NO. 2023-05

RESOLUTION PROVIDING FOR A FEE TO DEFRAY COSTS OF COLLECTING DELINQUENT FINES, FEES, COURT COSTS, AND OTHER DEBTS PURSUANT TO ARTICLE 103.0031 OF THE TEXAS CODE OF CRIMINAL PROCEDURE

STATE OF TEXAS §
COUNTY OF KIMBLE §

WHEREAS, Article 103.0031 of the Texas Code of Criminal Procedure authorizes Kimble County to contract with a private law firm for the collection of the fees listed above and to impose an additional fee in the amount of thirty percent on each debt or account receivable that is more than sixty days past due and which has been referred to a private law firm for collection; and

WHEREAS, Kimble County has determined that it is in the public interest to ensure the prompt payment of delinquent court-imposed fines, fees, court costs, and other debts as provided by said statute; and

WHEREAS, Kimble County, pursuant to Article 103.0031, Texas Code of Criminal Procedure, has entered into a contract with a private law firm to provide services for the collection of debts and accounts receivables, i.e.: fines, fees, court costs, restitution, and other debts ordered to be paid by a court serving Kimble County;

WHEREAS, Kimble County deems it in the public interest to pass this ordinance authorizing an additional collection fee for the collection of delinquent fines, fees, court costs, and other debts;

NOW THEREFORE BE IT RESOLVED BY THE KIMBLE COUNTY COMMISSIONER'S COURT, TEXAS THAT:

SECTION 1. FINDINGS. The foregoing recitals are hereby found to be true and correct and are hereby adopted by Kimble County and made a part of this ordinance for all purposes and findings of fact.

SECTION 2. COLLECTION FEE. In accordance with Article 103.0031 of the Texas Code of Criminal Procedure, there is hereby imposed an additional fee of thirty percent (30%) on all debts and accounts receivable, i.e.: fines, fees, court costs, restitution, and other debts that are more than sixty (60) days past due and have been referred to a private law firm for collections.

SECTION 3. EFFECTIVE DATE. This resolution shall be effective from and after its date of passage.

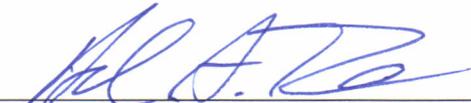
SECTION 4. AUTHORIZATION. Kimble County is hereby authorized to enter into a contract with a private law firm to provide services for the collection of fines, fees, court costs, and other debts substantially in the form of the attached contract which is made a part of this resolution for all purposes.

SECTION 5. SEVERABILITY. If any provision of this resolution is found to be invalid for any reason by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

SECTION 6. OPEN MEETINGS. It is hereby found and determined that the meetings at which this resolution is considered are open to the public and that notice of the time, place and purpose thereof was given in accordance with the provisions of the Texas Government Code – Chapter 551, as amended, and that a quorum of the County Commissioner’s Court was present.

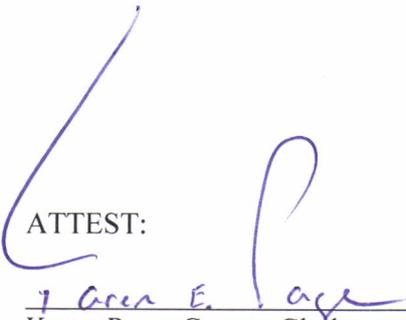
PASSED AND APPROVED on the 8th day of August, 2023.

Kimble County, Texas



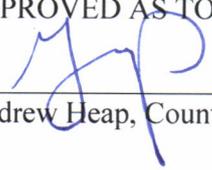
Hal Rose, County Judge

ATTEST:



Karen Page, County Clerk

APPROVED AS TO FORM:



Andrew Heap, County Attorney

COUNTY OF KIMBLE §
STATE OF TEXAS §

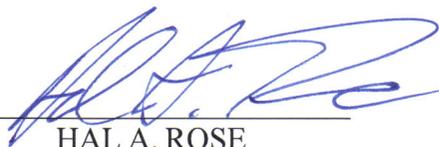
ORDER AMENDING BUDGET FOR 2023

WHEREAS, Section 111.010(c) of the Texas Local Government Code provides that the commissioners court of a county, by order, may amend the budget to transfer an amount budgeted for one item to another budgeted item without authorizing an emergency expenditure; and,

WHEREAS, the Kimble County Commissioners Court has received revenues and made expenditures in the period since the last Commissioners Court meeting and during this meeting that may require amendment of the 2023 budget.

BE IT THEREFORE ORDERED that the 2023 budget is hereby amended to conform to revenues and expenditures authorized and approved by the Court in this meeting.

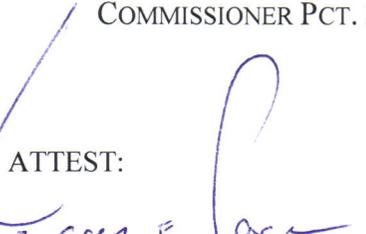
ORDERED this the 8th day of August, 2023.



HAL A. ROSE
COUNTY JUDGE


BRAYDEN SCHULZE
COMMISSIONER PCT. 1
KELLY SIMON
COMMISSIONER PCT. 2
DENNIS DUNAGAN
COMMISSIONER PCT. 3
KENNETH HOFFMAN
COMMISSIONER PCT. 4

ATTEST:


KAREN PAGE, County Clerk