



**COMMISSIONERS' COURT SPECIAL MEETING  
OCTOBER 24, 2011**

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THE STATE OF TEXAS  
COUNTY OF SUTTON

BE IT REMEMBERED that on this the 24<sup>TH</sup> day of October, 2011, the Honorable Commissioners' Court of Sutton County, Texas, was duly convened in a Special Meeting in the Sutton County Annex Meeting Room, Sonora, Texas, with the following officers of the Court present to wit:

COUNTY JUDGE,	CARLA GARNER
COMMISSIONER	MIKE VILLANUEVA, PRECINCT NO 1 - <b>ABSENT</b>
COMMISSIONER	JOHN WADE, PRECINCT NO 2
COMMISSIONER	MILTON CAVANESS, PRECINCT NO 3
COMMISSIONER	FRED PEREZ, PRECINCT NO 4
COUNTY CLERK	RACHEL CHAVEZ DURAN

The Court having duly opened, the following proceedings were had, to-wit:

**APPROVAL OF MINUTES OF PRIOR MEETINGS**

Motion to approve the minutes was made by Commissioner Cavaness and seconded by Commissioner Wade. Motion carried unanimously.

**ACCOUNTS PAYABLE**

Motion was made by Commissioner Cavaness to approve for payment the accounts listed on Exhibit A attached hereto as well as payment to AT&T for the Sheriff Department. Motion was seconded by Commissioner Perez. Motion carried unanimously.

**COMMISSIONERS' REPORT**

Commissioner Cavaness reported that he had spoken with Ruth Espy and she informed him that for the record, she does not want the road leading up to her property paved. Judge Garner reported that she too had spoken with her in regards to the matter at hand and explained that it was a cost issue and also clarified that her property taxes would not be raised.

**COUNTY JUDGE'S REPORT**

Judge Garner informed the court that all the paperwork for the prescription plan was now in place. She will make arraignments to speak with citizens at Senior Center and also Hospital Personnel in charge of insurance claims. She will also notify the paper and radio station.

**TAX ROLL**

Motion certifying the Tax Roll for 2011 reflecting a levy as follows:

GENERAL FUND: \$2,806,240.46

FM&FC FUND: \$602,833.11

was made by Commissioner Cavaness and seconded by Commissioner Perez. Motion carried unanimously. Tax Roll Certificate is attached as exhibit "B".

**INDIGENT DEFENSE GRANT PROGRAM**

Commissioner Perez made a motion to approve and adopt the 2012 Sutton County Resolution Indigent Defense Grant Program and was seconded by Commissioner Cavaness and carried unanimously. The aforementioned resolution is attached as exhibit "C".

**INTERLOCAL AGREEMENT FOR REGIONAL PUBLIC DEFENDER FOR CAPITAL CASES**

Commissioner Cavaness made a motion to enter into the interlocal agreement with Lubbock County for participation in the Regional Public Defender for Capital Cases. Motion was seconded by Commissioner Wade and carried unanimously. The aforementioned resolution is attached as exhibit "D".

**APPRAISAL DISTRICT BOARD**

Commissioner Cavaness made a motion to nominate Maura Weingart as the County representative on the Sutton County Appraisal District Board and was seconded by Commissioner Perez. Motion carried unanimously.

**CHOICE SILVER INSURANCE**

Commissioner Perez made a motion to renew the Choice Silver insurance and was seconded by Commissioner Wade. Motion carried unanimously.

**CVCOF WEBEOC SOFTWARE**

Commissioner Cavaness made a motion to enter into payment agreement with CVCOG for use of Emergency Preparedness software at a cost of \$96.00 a year of which the county may "opt out" of at any time. Motion was seconded by Commissioner Perez and carried unanimously. The aforementioned agreement is attached as exhibit "E".

**JUSTICE OF THE PEACE SECRETARY SALARY**

Judge Wilson requested permission to offer a higher starting pay rate for the qualified and experienced applicants he is considering for the available clerk position in his office. Motion was made by Commissioner Cavaness to allow starting pay at the same starting rate offered to former JP employee, Monica Lujan. Motion was seconded by Commissioner Perez and carried unanimously. Auditor Weingart later clarified Lujan's starting salary rate was \$22,000 per year and \$1832 per month.

**AUDITOR REPORT**

Auditor Weingart reported she had received an inquiry from attorney Danny Hardesty, requesting a discount on billed charges from EMS for his client. After a brief discussion it was the consensus of the court that the request would have to be denied due to the possibility of having to help others as well should they be inclined to ask.

**COURT ADJOURNED**

Motion to adjourn was made by Commissioner Cavaness and seconded by Commissioner Perez. Motion carried unanimously.

ATTEST: Rachel Chavez Duran  
COUNTY CLERK

APPROVED: Laura Bruner  
COUNTY JUDGE

ABSENT  
COMMISSIONER, PRECINCT NO 1

John Wade  
COMMISSIONER, PRECINCT NO 2

Fred C. Perez  
COMMISSIONER, PRECINCT NO 4

**SUTTON COUNTY COMMISSIONERS COURT  
SPECIAL MEETING  
OCTOBER 24, 2011**

<b>FMFC FUND</b>				<b>CK#</b>
Carmel Services	R/M Supplies Inv#7061	\$	<b>33.00</b>	
		<b>TOTAL</b>	<b>\$ 33.00</b>	
<b>GENERAL FUND</b>				<b>CK#</b>
KIDS Reference Co.	Library Books Inv#JRC07-019	\$	<b>48.47</b>	
H E A T Safety Equip	Jail R/M Supplies Inv#11-690	\$	<b>82.65</b>	
		<b>TOTAL</b>	<b>\$ 131.12</b>	
<b>SEIZURE FUND</b>				<b>CK#</b>
AT&T Mobility	Sheriff Cell Service Acct#287021912636	\$	<b>222.00</b>	
Safety Vision	Sheriff Machinery/Equipment Inv#0470840-IN	\$	<b>28,455.00</b>	
		<b>TOTAL</b>	<b>\$ 28,677.00</b>	
<b>STATE TRUST</b>				
OmniBase Svc of TX	Failure to Appear Report#OBS113001326	\$	<b>1,518.00</b>	
		<b>TOTAL</b>	<b>\$ 1,518.00</b>	
<b>TXPT FUND</b>				
State Farm	Board Directors Liability Ins Inv#0000360487	\$	<b>1,122.00</b>	
		<b>TOTAL</b>	<b>\$ 1,122.00</b>	

**EXHIBIT A**

**SUTTON COUNTY COMMISSIONERS COURT  
SPECIAL MEETING  
BILLS PAID BEFORE COMMISSIONERS' COURT  
OCTOBER 24, 2011**

**FMFC FUND**

Sutton County General	Retirement September, 2011	\$	<b>4,796.28</b>	<b>CK# 1763</b>
		<b>TOTAL</b>	<b>\$ 4,796.28</b>	

**GENERAL FUND**

MC Card Service Center	Extension H.E. Travel	\$	<b>189.80</b>	<b>CK# 3124</b>
Surety Title Company	Co/Dist Clerk Refund Overpayment of Recording Fees	\$	<b>4.00</b>	<b>3125</b>
Everetts Furniture	Co/Dist Clerk Restitution Payment	\$	<b>1,734.97</b>	<b>3126</b>
Lively Exploration Company	Co/Dist Clerk Overpayment of Recording Fees	\$	<b>360.00</b>	<b>3127</b>
		<b>TOTAL</b>	<b>\$ 2,288.77</b>	

+VENDOR # / NAME	INVOICE	DATE	DESCRIPTION	NET	CHECK #
010					
112	INTERMEDIX	SU09302011	IN 10/11/2011 EMS DEBT COLLECTION	449.88	
123	AMERITAS DENTAL	GEN 11/201	IN 10/18/2011 GEN DENTAL INS 11/2011	1,737.68	
139	AMERITAS VISION	GEN 11/201	IN 10/18/2011 GEN VISION INS 11/2011	708.96	
140	BAKER & TAYLOR, INC.	5011671503	IN 10/10/2011 LIBRARY BOOKS	68.79	
167	BEN E KEITH FOODS	03769804	IN 10/07/2011 JAIL FOOD	281.67	
170	BENSON REPAIR	6944	IN 10/11/2011 ANNEX R/M SUPPLIES	5.25	
241	CALTECH	5198-CW	IN 9/30/2011 CSCD 09/11 PROJECT	756.00	
		5199-CW	IN 9/30/2011 CSCD COMP SVC PLUS AGRMT	70.00	
		5285-CW	IN 10/01/2011 CSCD COMP SVC MO BILLING	17.50	
			** CHECK TOTAL **	843.50	
270	THE CITY OF SONORA	01005000-1	IN 10/07/2011 COURTHOUSE	991.32	
		01010600-1	IN 10/07/2011 LIBRARY	142.87	
		01014000-1	IN 10/07/2011 JAIL	520.62	
		01015001-1	IN 10/07/2011 OLD POL STN/OLD JAIL	145.55	
		01016000-1	IN 10/07/2011 ANNEX	114.42	
		02009603	IN 10/07/2011 CSCD	96.74	
		89005501-1	IN 10/07/2011 PARK COUNTY SLAB	111.84	
		89007400-1	IN 10/07/2011 PARK STG BLDG	27.76	
		89008000-1	IN 10/07/2011 PARK	195.02	
		89008200-1	IN 10/07/2011 PARK CONCESSION STAND	60.49	
		QTR END 09	IN 10/01/2011 SR CITIZENS QTR END 09/11	23,168.45	
			** CHECK TOTAL **	25,575.08	
307	MCM DATA SERVICES, INC.	10132011	IN 10/13/2011 NONDEPT COMP MAINT AGRMT	294.00	
316	DEMCO	4363802	IN 10/04/2011 LIBRARY OPER SUPPLIES	443.92	
323	WTU BUSINESS	1127200134	IN 9/29/2011 PARK	1,559.78	
		1127800134	IN 10/05/2011 SINALOA/LOMA ALTA	395.50	
		1128400135	IN 10/09/2011 CEMETERY	269.33	
		1128400135	IN 10/09/2011 LIBRARY	589.58	
		1128400135	IN 10/09/2011 PARK	737.45	
			** CHECK TOTAL **	3,551.64	
337	DUCKWALL/ALCO #304	30405556	IN 8/07/2011 JAIL INMATE MEDS	11.47	
		30405790	IN 9/13/2011 CSCD MISC CLEANING SUPP	12.96	
			** CHECK TOTAL **	24.43	
407	PRODUCTIVE BUSINESS MACHI	025339	IN 9/27/2011 CSCD COPIER MO BILLING	47.10	
437	FMFC FUND	101311-06	IN 10/13/2011 PARK R/M PICK-UP	184.84	

+VENDOR # / NAME	INVOICE	DATE	DESCRIPTION	NET	CHECK #
010					
492 VERIZON SOUTHWEST	5693-10/11	IN 10/07/2011	DRIVERS LICENSE	81.84	
	5744-09/11	IN 9/28/2011	CSCD PHONE/INTERNET	269.24	
			** CHECK TOTAL **	351.08	
522 JET SPECIALTY, INC	654983	IN 10/04/2011	CEMETERY R/M SUPPLIES	52.12	
544 K & J CONTROL, INC.	67239	IN 10/07/2011	ANNEX R/M SUPPLIES	25.00	
	67240	IN 10/07/2011	CTH R/M SUPPLIES	30.00	
	67241	IN 10/07/2011	LIBRARY R/M SUPPLIES	25.00	
			** CHECK TOTAL **	80.00	
599 LONGHORN OFFICE PRODUCTS	212571-0	IN 10/04/2011	AUDITOR OFFICE SUPPLIES	13.99	
	212674-0	IN 10/05/2011	JP OFFICE SUPPLIES	54.52	
	213383-0	IN 10/12/2011	AUDITOR OFFICE SUPPLIES	17.99	
	213383-0-A	IN 10/12/2011	NON DEPT COPIER PAPER	67.80	
			** CHECK TOTAL **	154.30	
640 LILLIAN M. HUDSPETH	OCT 2011	IN 10/01/2011	EMS SERVICE CONTRACT	27,292.00	
	SEPT 2011	IN 9/01/2011	EMS SERVICE CONTRACT	27,292.00	
			** CHECK TOTAL **	54,584.00	
673 MCCREARY VESELKA BRAGG &	44694	IN 10/11/2011	JP DEBT COLLECTION	989.11	
700 MAYFIELD PAPER COMPANY	1029335	IN 9/02/2011	JAIL R/M SUPPLIES	57.36	
	1029336	IN 9/02/2011	JAIL R/M SUPPLIES	53.57	
	1029360	IN 9/02/2011	JAIL R/M SUPPLIES	28.08	
	1032365	IN 9/09/2011	JAIL R/M SUPPLIES	74.52	
	1036636	IN 9/16/2011	JAIL R/M SUPPLIES	28.76	
	1036637	IN 9/16/2011	JAIL R/M SUPPLIES	91.72	
	1040340	IN 9/23/2011	JAIL R/M SUPPLIES	5.23	
	1040507	IN 9/23/2011	JAIL R/M SUPPLIES	54.61	
	104341	IN 9/23/2011	JAIL R/M SUPPLIES	70.14	
	1044389	IN 9/30/2011	CTH R/M SUPPLIES	31.94	
	1044390	IN 9/30/2011	ANNEX R/M SUPPLIES	45.99	
	1048191	IN 10/07/2011	CIVIC CTR R/M SUPPLIES	158.72	
			** CHECK TOTAL **	700.64	
703 FLORIE GONZALES	092711-ABI	IN 9/27/2011	LIBRARY TRAVEL EXPENSE	126.36	
729 OFFICE DEPOT	5828258520	IN 10/13/2011	CLERK OFFICE SUPPLIES	252.48	
735 NTS COMMUNICATIONS	1070211-10	IN 10/05/2011	COUNTY ATTORNEY	6.66	
	150069-10/	IN 10/18/2011	JP	12.88	
	150074-10/	IN 10/18/2011	AUDITOR	22.90	
	150076-10/	IN 10/18/2011	CO/DIST CLERK	33.47	
	150083-10/	IN 10/18/2011	LIBRARY	16.72	
	270643-10/	IN 10/05/2011	CSCD	21.78	
			** CHECK TOTAL **	114.41	

+VENDOR # / NAME		INVOICE	DATE	DESCRIPTION	NET	CHECK #
010						
751	CHARLES MCDONALD	10/2011	IN 10/01/2011	NON DEPT TNRC EXPENSE	770.00	
		102011	IN 10/01/2011	NONDEPT SEPTIC SYSTM TSTN	600.00	
				** CHECK TOTAL **	1,370.00	
756	PARKER LUMBER	58445	IN 9/07/2011	JAIL R/M SUPPLIES	9.32	
		58669	IN 9/14/2011	CTH R/M SUPPLIES	29.46	
		58740	IN 9/15/2011	JAIL R/M SUPPLIES	13.98	
		59007	IN 9/22/2011	JAIL R/M SUPPLIES	13.99	
		59011	IN 9/22/2011	JAIL R/M SUPPLIES	11.99	
		59124	IN 9/26/2011	JAIL R/M SUPPLIES	11.58	
		59537	IN 10/06/2011	PARK R/M SUPPLIES	24.99	
		59747	IN 10/11/2011	PARK R/M SUPPLIES	13.98	
		59751	IN 10/11/2011	PARK R/M SUPPLIES	18.32	
		59780	IN 10/12/2011	PARK R/M SUPPLIES	7.49	
		59783	IN 10/12/2011	CEM R/M SUPPLIES	16.99	
				** CHECK TOTAL **	172.09	
767	PEDERNALES ELECTRIC COOP	118693-09/	IN 10/06/2011	CAMP ALLISON PARK	35.53	
784	PAY AND SAVE	10020-1191	IN 9/21/2011	ANNEX MISC COFFEE/RM SUPP	56.02	
		10170-1195	IN 9/08/2011	JAIL FOOD	71.50	
		110930-119	IN 9/30/2011	JAIL ACCT SC	.34	
		50053-1195	IN 9/24/2011	JAIL FOOD	53.47	
		50064-1195	IN 9/30/2011	JAIL FOOD	92.90	
				** CHECK TOTAL **	274.23	
801	RACHEL DURAN	101411-BAN	IN 10/14/2011	CLERK TRAVEL EXPENSE	276.89	
839	RECORDED BOOKS, LLC	74403065	IN 10/04/2011	LIBRARY BOOKS	63.00	
846	TAYLOR BROTHERS ENTERPRIS	10084	IN 10/01/2011	CO/DIST CLERK INTERNET	50.00	
		10085	IN 10/01/2011	AUDITOR INTERNET	50.00	
		10086	IN 10/01/2011	JUDGE INTERNET	50.00	
		10087	IN 10/01/2011	JP INTERNET	50.00	
		10090	IN 10/01/2011	TAC INTERNET	50.00	
		10091	IN 10/01/2011	TREASURER INTERNET	50.00	
		10144	IN 9/30/2011	NON DEPT MISC ADVERTISING	169.75	
				** CHECK TOTAL **	469.75	
960	SOUTHWEST TEXAS ELECTRIC	354201-09/	IN 9/30/2011	SHERIFF RADIO TOWER	48.18	
1021	TEXAS WORKFORCE COMMISSIO	3RD QTR	IN 10/07/2011	3RD QTR EMP REPORT	269.40	
1032	TEXAS ASSOC OF COUNTIES H	GEN 10/201	IN 10/12/2011	GEN HEALTH INS 10/2011	30,004.50	
1125	UNIFIRST HOLDINGS L.P.	8390062746	IN 9/09/2011	JAIL R/M SUPPLIES	25.21	
		8390063676	IN 9/23/2011	JAIL R/M SUPPLIES	25.21	
		8390063677	IN 9/23/2011	JAIL R/M SUPPLIES	39.56	



+VENDOR # / NAME	INVOICE	DATE	DESCRIPTION	NET	CHECK #
010					
	8390064404	IN 10/05/2011	CIVIC CTR R/M SUPPLIES	53.02	
	8390064405	IN 10/05/2011	ANNEX R/M SUPPLIES	13.97	
	8390065338	IN 10/19/2011	LIBRARY R/M SUPPLIES	18.92	
			** CHECK TOTAL **	175.89	
1126 UNIFIRST HOLDING-II	8390064891	IN 10/12/2011	GEN EMPLOYEE UNIFORMS	9.90	
	8390065355	IN 10/19/2011	GEN EMPLOYEE UNIFORMS	9.90	
			** CHECK TOTAL **	19.80	
1130 U.S. POSTAL SERVICE	159 OF 10/	IN 10/13/2011	JP BOX RENT	100.00	
	CSCD 10171	IN 10/17/2011	CSCD SUPPLIES POSTAGE	88.00	
			** CHECK TOTAL **	188.00	
1188 WEST OFFICE SUPPLY	42359	IN 9/01/2011	EXT OFFICE SUPPLIES	370.69	
1195 WEST PAYMENT CENTER	823688238	IN 10/04/2011	JP OFC SUPPLIES	46.50	
1203 WEST TEXAS GAS, INC	377730-09/	IN 9/05/2011	LIBRARY	12.00	
1221 WTU RETAIL ENERGY	1082014547	IN 9/20/2011	CIVIC CTR G/L	70.76	
	1082395040	IN 10/07/2011	CSCD	192.29	
	1082410516	IN 10/07/2011	ROPING ARENA	86.56	
			** CHECK TOTAL **	349.61	
1290 XEROX CORPORATION	057554737	IN 10/01/2011	LIBRARY COPIER/SUPPLIES	200.48	
	057554739	IN 10/01/2011	EXTENSION COPIER	212.65	
			** CHECK TOTAL **	413.13	
123 *** FUND TOTAL ***				126,180.43	

+VENDOR # / NAME	INVOICE	DATE	DESCRIPTION	NET	CHECK #
015					
123 AMERITAS DENTAL	FNFC 11/20 IN	10/18/2011	FMFC DENTAL INS 11/2011	209.64	
139 AMERITAS VISION	FMFC 11/20 IN	10/18/2011	FMFC VISION INS 11/2011	89.60	
270 THE CITY OF SONORA	09061000-1 IN	10/07/2011	FMFC WAREHOUSE	192.77	
735 NTS COMMUNICATIONS	150078-10/ IN	10/18/2011	FMFC WAREHOUSE	7.75	
756 PARKER LUMBER	59149 IN	9/27/2011	FMFC R/M SUPPLIES	3.98	
1021 TEXAS WORKFORCE COMMISSIO	3RD QTR FM IN	10/07/2011	3RD QTR EMP REPORT	36.76	
1032 TEXAS ASSOC OF COUNTIES H	FMFC 10/20 IN	10/12/2011	FMFC HEALTH INS 10/2011	3,809.22	
1114 UNITED FUEL & ENERGY CORP	1271038-IN IN	10/13/2011	FMFC FUEL	5,015.68	
1126 UNIFIRST HOLDING-II	8390064891 IN	10/12/2011	FMFC EMPLOYEE UNIFORMS	16.47	
	8390065355 IN	10/19/2011	FMFC EMPLOYEE UNIFORMS	20.22	
			** CHECK TOTAL **	36.69	
1138 VERIZON WIRELESS	6638487511 IN	10/03/2011	FMFC CELL SERVICE	52.13	
123 *** FUND TOTAL ***				9,454.22	

+VENDOR # / NAME	INVOICE	DATE	DESCRIPTION	NET	CHECK #
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050					
123 AMERITAS DENTAL	TXPT 11/20 IN	10/18/2011	TXPT DENTAL INS 11/2011	17.32	
139 AMERITAS VISION	TXPT 11/20 IN	10/18/2011	TXPT VISION INS 11/2011	8.96	
269 AT&T MOBILITY	826026793- IN	10/01/2011	TXPT CELL SVC	1.76	
270 THE CITY OF SONORA	02011004-1 IN	10/07/2011	TXPT	97.14	
735 NTS COMMUNICATIONS	268984-10/ IN	10/18/2011	TXPT	11.13	
846 TAYLOR BROTHERS ENTERPRIS	10096 IN	10/01/2011	TXPT INTERNET	75.00	
895 SCOTT JORDAN	100811-DEL IN	10/08/2011	TXPT DEL RIO TRAVEL EXP	170.71	
	101611-DAL IN	10/16/2011	TXPT DALLAS TRAVEL EXPENS	689.24	
			** CHECK TOTAL **	859.95	
1032 TEXAS ASSOC OF COUNTIES H	TXPT 10/20 IN	10/12/2011	TXPT HEALTH INS 10/2011	476.17	
1221 WTU RETAIL ENERGY	1082412755 IN	10/07/2011	TXPT	123.22	
270 *** FUND TOTAL ***				1,670.65	

+(01)Sutton County

A/P COMMISSIONER'S REPORT

OCT 21, 2011

01:04-PM

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+VENDOR # / NAME                      INVOICE                      DATE                      DESCRIPTION                      NET                      CHECK #

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091

270	THE CITY OF SONORA	09/2011 QT IN	10/01/2011	SR CITIZENS QTR END	09/11	5,436.59	
1032	*** FUND TOTAL ***					5,436.59	

+(01)Sutton County

A/P COMMISSIONER'S REPORT

OCT 21, 2011

01:04-PM

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INVOICE

DATE

DESCRIPTION

NET CHECK #  
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093

1032 TEXAS ASSOC OF COUNTIES H EMPBNFT 10 IN 10/12/2011 EMP BNFT HEALTH 10/2011 999.16

\*\*\* FUND TOTAL \*\*\* 999.16

\*\*\*\* TOTAL DUE \*\*\*\* 143,741.05



# Sutton County Appraisal District

MARY BUSTAMANTE, RPA, RTA  
Chief Appraiser

YOLANDA AVILA  
Deputy

## SUTTON COUNTY

As assessor for Sutton County, in accordance with Sec. 26.09(e) of the Texas Property Tax Code, I have enter the amount of tax as approved by the governing unit and submit it to the unit for approval. The appraisal roll with amounts of tax entered as approved by the governing body constitutes the unit's tax roll. The totals are true and correct to the best of my knowledge and belief.

	GENERAL FUND	FM&FC FUND
NET TAXABLE	807,338,870	804,458,870
FREEZE TAXABLE	24,307,532	23,389,532
FREEZE ADJUSTED TAXABLE	783,031,338	781,069,338
ACTUAL TAX (FROZEN TAXES)	\$ 39,214.70	\$ 7,956.10
TAX LEVY	\$2,806,540.46	\$ 602,833.11

We the undersigned in and for the above name entity, hereby approve the Tax Roll for 2011.

Witness our hand this the 24<sup>th</sup> day of October 2011.

Carla Bunker

Milda Cavazos

And. A. Perez

John Wade

**2012 Sutton County Resolution  
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Fair Defense Act, 77th Regular Session, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation of the provisions of the Fair Defense Act and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Sutton County Commissioners Court has agreed that in the event of loss or misuse of the funds, Sutton County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Judge is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this 34<sup>th</sup> day of October, 2011.



Carla W. Garner  
County Judge

Attest:  
  
County Clerk

**Internet Submission Form**

After submitting the formula grant application on-line, the following Internet submission confirmation number was received #201221820111013. This grant application submission was in accordance with the Commissioners Court Resolution above.



Carla W. Garner  
County Judge

**EXHIBIT C**

## INTERLOCAL AGREEMENT

This interlocal agreement (the "Agreement") is made by and between **LUBBOCK COUNTY, TEXAS** ("LUBBOCK COUNTY"), a political subdivision of the State of Texas, acting through the Regional Public Defender for Capital Cases (the "PD"), and **SUTTON COUNTY, TEXAS** ("PARTICIPANT"), a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

### RECITALS

**WHEREAS**, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

**WHEREAS**, the performance of this Agreement by LUBBOCK COUNTY and PARTICIPANT will be in the common interest of the Parties;

**NOW, THEREFORE**, the Parties agree as follows:

### ARTICLE I PROGRAM

1.01 **Program Purpose and Term.** The Regional Public Defender for Capital Cases (the "PD"), funded by the Task Force on Indigent Defense Multi-Year Discretionary Grant Program Funds (the "Task Force"), will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will continue to be represented by the State Counsel on Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

The Task Force will provide funding to hire staff for the PD offices operating in the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup> and 9<sup>th</sup> Administrative Judicial Regions, as well as start-up costs, during Fiscal Year 2012 (October 1, 2011-September 30, 2012). It is anticipated that expansion will continue to occur into the 1<sup>st</sup> and 8<sup>th</sup> Administrative Judicial Regions in Fiscal Year 2013.

Pursuant to continued funding thereafter, the Task Force is anticipated to provide funds to operate the PD office on a cost-sharing basis (Year 1 of Region's inclusion – 100%, Year 2 of Region's inclusion – 100%, Year 3 of Region's inclusion – 80%, Year 4 of Region's inclusion – 60%, Year 5 of Region's inclusion – 40%, Year 6 of Region's inclusion – 0%). It is possible that the Task Force may consider additional funding mechanisms



during Fiscal Years 2012 through 2017; however, the funding is not anticipated to be less than detailed above. In order to provide sustainable funding for the office and a fund balance for emergency situations, counties in the region will contribute, during Year 1 of inclusion - 0%, Year 2 of inclusion - 30%, Year 3 of inclusion - 40%, Year 4 of inclusion - 60%, Year 5 of inclusion - 80% and Year 6 of inclusion - 100% (with a minimum contribution of \$1,000). All percentages are based upon the amount that would be required with no grant funding available (year 6 of regional inclusion). A detailed county allocation schedule is provided in Attachment 1 and is incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county (50%) and the average number of capital murder cases filed over the past ten years (50%). Such cost share payments shall be made from current funds available to the PARTICIPANT at that time, subject to an annual appropriation. The Oversight Board of the PD will develop a plan to share costs among the counties beyond the grant period; however, the PD's obligation to perform after the grant period is contingent upon receipt of continued funding.

- 1.02 **Judges Authorized to Appoint PD.** The District Courts in the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup> and 9<sup>th</sup> Administrative Judicial Region may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT's geographic boundaries (so long as the jurisdiction lies within the noted Administrative Judicial Regions) to appoint the PD for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the PD to accept appointment, the trial court shall appoint an attorney or attorneys other than the PD at the PARTICIPANT's expense.
- 1.03 **Duties and Responsibilities of the PD.** The PD will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the PD. The PD will at all times be guided by and comply with his or her duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations.
- 1.04 **Program Analysis.** At least quarterly throughout the period of the grant and at the end thereof, the PD will prepare an analysis of the Program, as well as an estimated cost for PARTICIPANT's continued participation after all grant funds are expended. The analysis will consist of a fiscal analysis and an analysis of the effectiveness of the PD in meeting pre-established goals and objectives. The PD will provide copies of the analysis to PARTICIPANT's Commissioners Court and to the Honorable Judges identified of the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup> and 9<sup>th</sup> Administrative Judicial Regions. PARTICIPANT shall have three months from the date the cost analysis is provided to the Commissioners Courts to consider the analysis and determine whether it will continue to participate in the Program. If PARTICIPANT requests to continue participating in the Program, a new interlocal agreement as to funding and the funding cycle will be necessary.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, PARTICIPANT agrees to provide the PD information as needed to conduct the analysis,

including the current payment schedule for court-appointed counsel on capital murder cases, and the previous five fiscal years' data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.

- 1.06 **Additional Experts.** PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.
- 1.07 **Fact Investigators and Mitigation Specialists.** The PD will provide a fact investigator and mitigation specialist to cases assigned to the office.
- 1.08 **No other Costs Incurred.** Neither the Task Force nor the PD will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

**ARTICLE II**  
**OTHER TERMS AND CONDITIONS**

- 2.01 **Notice and Addresses.** Unless otherwise specifically provided herein, all notices, reports, and invoices required under this Agreement shall be given in person or by certified or registered mail, addressed to the proper Party, at the following address:

If to LUBBOCK COUNTY:

Honorable Tom V. Head  
County Judge  
Lubbock County  
PO Box 10536  
Lubbock, Texas 79408

And:

Jack Stoffregen  
Chief Public Defender  
Regional Public Defender for Capital Cases  
P O Box 2097  
Lubbock, Texas 79408

If to PARTICIPANT:

Honorable Carla W. Garner  
County Judge  
Sutton County  
P.O. Box 1212  
Sonora, Texas 76950

- 2.02 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.03 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.04 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.05 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.06 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.07 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.08 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
- 2.09 **Withdrawal by Party.**
- (a) **Voluntary Withdrawal.** Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days notice to LUBBOCK COUNTY and the PD. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives notice to LUBBOCK COUNTY.
- (b) **Involuntary Withdrawal.** PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT.


PARTICIPANT shall be given thirty (30) days written notice of non-payment by LUBBOCK COUNTY and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

**SIGNED AND EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

COUNTY OF LUBBOCK

COUNTY OF SUTTON


\_\_\_\_\_  
Honorable Thomas V. Head  
County Judge

  
\_\_\_\_\_  
Honorable Carla W. Garner  
County Judge

ATTEST:

ATTEST:

\_\_\_\_\_  
Honorable Kelly Pinion  
Lubbock County Clerk

  
\_\_\_\_\_  
Honorable  
Sutton County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jack Stoffregen  
Chief Public Defender  
Regional Public Defender  
for Capital Cases

\_\_\_\_\_

REVIEWED FOR FORM:

REVIEWED FOR FORM:

\_\_\_\_\_  
B.J. "Beni" Hemmeline  
Civil Division Chief  
Criminal District Attorney's Office  
Lubbock County

\_\_\_\_\_

## CVCOG WebEOC Software Fee Payment Agreement

By this agreement Sutton County enters into the CVCOG WebEOC Yearly Fee Payment Agreement with Concho Valley Council of Governments (CVCOG).

Sutton County agrees to pay CVCOG a fee of \$96 based on the county's population percentage of the Concho Valley region's total population.

Concho Valley Council of Governments agrees to collect this fee as a portion of the total of \$3300 to the City of San Angelo, TX, as per the Interlocal Agreement between the City of San Angelo Texas and the Concho Valley Council of Governments approved by the Emergency Preparedness Advisory Committee and the Executive Committee of Concho Valley October 12, 2011. This agreement does not obligate Sutton County to pay any other expenses relating to WebEOC (i.e. hardware upgrades).

Payment of fee is due no later than 60 days after October 1 of each year. CVCOG will submit an invoice yearly for the amount due.

The term of this Agreement shall be for twelve (12) months, beginning October 1, 2011 and ending September 30, 2012. This Agreement shall renew automatically for additional one-year term(s) beginning October 1 of each year thereafter and ending in September of the next year.

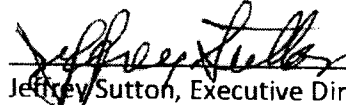
Counties deciding to "opt out" of this agreement may do so at any time by submitting a letter to CVCOG Homeland Security Department signed by the County Judge. CVCOG has the option to "opt out" as per the terms of the interlocal agreement with the City of San Angelo.

Approved by:



Judge Carla Garner  
Sutton County

10/24/11  
Date



Jeffrey Sutton, Executive Director  
Concho Valley Council of Governments

10/17/11  
Date