

THE STATE OF TEXAS

COMMISSIONERS COURT

COUNTY OF SAN PATRICIO

NOTICE OF OPEN MEETING

IN ACCORDANCE WITH GOVERNMENT CODE CHAPTER 551 NOTICE IS HEREBY GIVEN THAT REGULAR MEETING OF THE COMMISSIONERS COURT WILL BE HELD ON MONDAY, APRIL 22, 2024, AT 9:00 A.M. IN THE SAN PATRICIO COUNTY ADMINISTRATIVE ANNEX AT 1301 E. SINTON STREET SUITE C, COMMISSIONERS COURTROOM, AT WHICH TIME THE FOLLOWING SUBJECTS WILL BE DISCUSSED, CONSIDERED, PASSED OR ADOPTED .

1. CALL TO ORDER, PLEDGES AND PUBLIC INVOLVEMENT

- 1. 1. Call meeting to order
- 1. 2. Pledge of allegiance
- 1. 3. Citizens to be heard
- 1. 4. Report from Judge, Commissioner or Department concerning an item/report of community interest.

2. DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

- 2. 1. Approval of minutes
- 2. 2. **Financial Agenda:**
 - 2. 2. a. Examination, consideration, and action on approval of all claims against San Patricio County Pursuant to section 113.064, Texas Local Government Code.
 - 2. 2. b. Consideration and action on Budget Line Items, Transfers, and Amendments.
 - 2. 2. c. Consideration and action on accepting bank reconciliation, investment reports, and related matters by County Treasurer.
- 2. 3. **Consent Agenda:** All Consent Agenda items listed are considered to be routine by the Commissioners Court. Members of the Commissioners Court have been furnished documentation on each item, and all such items may be acted upon by one vote without being discussed separately unless requested by County Judge or a Commissioner:
 - 2. 3. a. Accept and Record Steel Dynamics (aka SDI) Annual Tax Abatement Compliance Report for 2023 and audit review by Corpus Christi Regional Economical Development Corporation for same.
 - 2. 3. b. Accept and record County Clerk's Monthly Report for month ending March 31, 2024.
- 2. 4. **Individual Action Agenda:**

2. 4. a. (1) Consideration and Action on providing grass sod (12,000 SF) as a Landscaping item for the Emergency Operations Center (EOC) in the amount of \$12,000.00 presented by John A. Hernandez, P. E., County Engineer. (tabled from Agenda 3/18/2024)
- (2) Consideration and action on quotes received for installing an irrigation system for the Emergency Operations Center (EOC) presented by John A. Hernandez, P. E., County Engineer.
2. 4. b. Consideration and action on request by Juvenile Detention to approve Contracts and Agreements of Detention of Juvenile Offenders with the following entities:
1. Medina County
2. 4. c. Consideration and action on request from Gabriel Arroyo for the corrected Interlocal Agreement for Animal Control Services between San Patricio County and City of Odem (to handle animal bites within the city limits of Odem for dogs, cats on humans).
2. 4. d. Consideration and action on request from Lilly Wilkinson, Commissioner Precinct 3 for Road and Bridge PCT #3 to purchase a CAT CS11GC Roller for \$173,107.94 from HoltCat with the Sourcewell contract # 011723-CAT.
2. 4. e. Consideration and Action on request from Gabriel Arroyo, Environment Health with Sonia Lopez, Commissioner Pct 1 on Agreement and Release of Liability Between San Patricio County and the City of Taft to host a two-day countywide tire disposal/clean-up on April 26 & 27, 2024 at 501 Industrial St., Taft, Texas 78390. This will be opened to all San Patricio County residents in conjunction with the City.
2. 4. f. Consideration and Action on request from Gabriel Arroyo, Environment Health with Lilly Wilkinson, Commissioner Pct 3 on Agreement and Release of Liability Between San Patricio County and the owner of the Cotton Gin in Odem, TX to host a two-day countywide tire disposal/clean-up on April 26 & 27, 2024 at 5019 CR 2269, Odem, Texas 78370. This will be opened to all San Patricio County residents.
2. 4. g. Consideration and action on request from Lilly Wilkinson, Commissioner Pct 3, to purchase a 6KW LED Light Tower at corrected/updated item/price from Patriot for \$11,475.00 + Shipping/handling for San Patricio County R&B Precinct 3.
2. 4. h. Consideration and Action on a request from Sonia Lopez, Commissioner, Precinct 1 for an Interlocal Agreement between SPC R&B1 and the City of Sinton. R&B1 will provide labor and equipment to recondition City streets and parking areas and to commence upon approval and terminating on December 31, 2024.
2. 4. i. Consideration and action on request from Norma Rivera, Personnel Director, for correction to contract (inclusion of Application & Policy Schedule for Group Excess Loss Insurance) with Siriuspoint America Insurance Company - Excess Loss Insurance for 2024 Stop Loss for San Patricio County employees effective January 1, 2024 through December 31, 2024 as previously approved on December 11, 2023.
2. 4. j. Consideration and action to authorize the County Auditor and Human Resources Director in conjunction with Asserta Health to offer a settlement amount under \$5,000 to resolve outstanding charges for covered participants under the county's health insurance plan without prior Commissioners Court approval.
2. 4. k. Consideration and action on request from John Doria, Buildings & Yards, for Change No. A-2 for Argio Roofnig & Construction LLC Contract for Juvenile Detention Center Roof Replacement project for crediting back Contingency Allowance to San Patricio County.

3. **PERSONNEL**-Employment and current employee status changes in accordance with the current personnel policies, County Budget, and State law with notification of such changes to the payroll division of the Treasurer's office.
3. 1. Deliberate and consider action employee salary:
3. 2. Accept and record employee status changes:
3. 2. a. Thomas Sanchez - Withdrawn - Document Scanner/County Auditor part-time temporary non-exempt at \$15.42 per hour effective April 2, 2024.

4. **EXECUTIVE SESSION**

PUBLIC NOTICE is given that the San Patricio Commissioners Court may elect to go into Executive Session anytime during the meeting to discuss matters listed on the Agenda, when authorized by the provisions of the Open Meetings Act, Chapter 551 of the Texas Government Code. To the extent there has been a past practice of distinguishing items for public deliberation and those for executive session, the public is advised that the Court is departing from that practice, and reserves the right to discuss any listed agenda items in executive session when authorized by law to do so. In the event the Commissioners Court elects to go into Executive Session regarding an agenda item the section or sections of the Open Meetings Act authorizing the Executive Session will be publicly announced by the presiding officer. In accordance with the authority of the Government Code, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberation Regarding Real Property), 551.0725 (Contract being Negotiated), 551.073 (Prospective Gift), 551.074 (Personnel Matters), 551.0745 (Personnel Matters Affecting County Advisory Body), 551.076 (Security Devices), 551.086 (Public Utilities Competitive Matters), 551.087 (Economic Development Negotiations) the Commissioners Court will hold an Executive Session to consult with attorney(s) including matters related to litigation; deliberate regarding real property; prospective gift(s); personnel matter(s), including termination; security devices, and/or economic development negotiations and other matters that may be discussed in an Executive Session. Upon completion of the Executive Session, the Commissioners' Court may in an open session take such action as appropriate on items discussed in Executive Session.

4. a. Discussion and consultation with attorney regarding potential litigation from former employee per request from Commissioner Yardley, Precinct 2.

5. **RECONVENE: Regular Commissioners Court Session**

6. Consideration and action on all items discussed in the Executive Session.

7. **ADJOURN**

SIGNED THIS THE 18TH DAY OF APRIL, 2024.
POSTED THIS THE 18TH DAY OF APRIL, 2024.



Judge David R. Krebs

PERSONS WITH DISABILITIES PLANNING TO ATTEND THIS MEETING WHO MAY NEED AUXILIARY

AIDS OR SERVICES ARE ASKED TO CONTACT THE COUNTY JUDGE'S OFFICE AT (361) 364-9301.

Commissioners Court Agenda

2. 2. b.

Meeting Date: 04/22/2024

Brief Title:

From: Debbie Sanders, County Judge Court Administrator

SUBJECT:

Consideration and action on Budget Line Items, Transfers, and Amendments.

Attachments

BLITZ

4-17-2024 09:54 AM

SAN PATRICIO COUNTY
EXPENDITURES REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2024

PAGE: 1

500-SPC AIRPORT FUND

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
T. F. MCCAMPBELL AIRPORT							
PERSONAL SERVICES							
500-734-110 Regular Employees	248,654	248,654	8,991.10	62,301.02	0.00	25.06	186,353
500-734-115 Temporary Employees	0	0	0.00	0.00	0.00	0.00	0
500-734-185 Phone Allowance	1,200	1,200	100.00	700.00	0.00	59.33	500
500-734-190 Longevity Pay	582	582	21.75	150.75	0.00	25.90	431
500-734-195 Overtime	2,000	2,000	325.25	1,845.85	0.00	92.29	154
500-734-210 Group Insurance	38,685	38,685	565.18	3,956.26	0.00	10.23	34,729
500-734-220 Social Security Taxes	19,311	19,311	722.02	4,972.33	0.00	25.75	14,339
500-734-230 Retirement Contributions	28,046	28,046	0.00	6,117.08	0.00	21.81	21,929
500-734-250 Unemployment Insurance	832	832	94.45	94.45	0.00	11.35	738
500-734-260 Workers' Compensation Ins	6,272	6,272	0.00	1,273.33	0.00	18.71	5,099
TOTAL PERSONAL SERVICES	345,582	345,582	10,819.75	81,311.07	0.00	23.53	264,271
OTHER SERVICES & CHARGES							
500-734-312 Conference and Assoc Dues	6,500	6,500	0.00	545.00	0.00	8.38	5,955
500-734-330 Pre-Employment Physicals	400	400	0.00	0.00	0.00	0.00	400
500-734-336 Engineering/Architectural	7,500	7,500	0.00	0.00	0.00	0.00	7,500
500-734-341 Other Professional Services	0	0	0.00	0.00	0.00	0.00	0
500-734-410 Utilities	20,000	20,000	961.89	3,264.53	0.00	16.32	16,735
500-734-421 Waste Disposal	0	0	0.00	0.00	0.00	0.00	0
500-734-424 Grounds Maintenance	1,000	1,000	0.00	256.25	0.00	25.63	744
500-734-430 Building Repairs/Maint	2,500	2,500	0.00	0.00	159.99	6.40	2,340
500-734-432 Vehicle Repairs/Maint	5,500	5,500	0.00	5,755.14	0.00	104.64	255
500-734-434 Equipment Repairs/Maint	15,000	15,000	1,270.86	11,725.44	295.00	80.14	2,980
500-734-442 Vehicle/Equipment rental	1,000	1,000	0.00	120.00	0.00	12.00	880
500-734-450 Construction Services	100,000	100,000	0.00	0.00	0.00	0.00	100,000
500-734-451 Sealcoating	0	0	0.00	0.00	0.00	0.00	0
500-734-520 Insurance/Bond Premiums	25,000	25,000	0.00	640.98	0.00	2.56	24,359
500-734-530 Telephone	4,000	4,000	0.00	0.00	0.00	0.00	4,000
500-734-538 Postage	100	100	0.00	0.00	0.00	0.00	100
500-734-540 Public Notices	500	500	0.00	0.00	0.00	0.00	500
500-734-550 Printing	0	0	0.00	510.00	0.00	0.00	510
500-734-580 Travel	5,500	5,500	0.00	0.00	0.00	0.00	5,500
500-734-588 Hauling Charges	0	0	0.00	0.00	0.00	0.00	0
500-734-598 Misc Services & Charges	10,000	10,000	427.60	1,026.30	2,500.00	35.26	6,474
TOTAL OTHER SERVICES & CHARGES	204,500	204,500	2,660.35	23,843.64	2,954.99	13.10	177,701
SUPPLIES							
500-734-602 Repair Materials	6,000	6,000	52.74	371.94	0.00	6.20	5,628
500-734-604 Repair Parts	9,000	9,000	149.48	2,015.98	133.00	23.88	6,851
500-734-608 Signage	1,000	1,000	0.00	0.00	0.00	0.00	1,000
500-734-610 General Supplies	5,500	5,500	99.97	671.56	0.00	12.21	4,828
500-734-626 Fuel, Oil, Lubricants	5,000	5,000	239.72	1,300.67	136.00	28.73	3,563
500-734-627 Automotive Supplies	1,500	1,500	0.00	192.99	0.00	12.87	1,307
500-734-641 Books, Subscriptions	200	200	0.00	0.00	0.00	0.00	200
500-734-650 NCO Furniture/Equipment	3,000	3,000	713.35	713.35	1,768.00	82.71	519

REQUEST FOR BUDGET LINE-ITEM TRANSFER

Fund 023-723		DEPARTMENT ROAD & BRIDGE 3			
Account Code	Account Name	Original Budget Amount	Current Budget Amount	Change Request	Requested Budgeted Amount
023-723-451	Sealcoating	\$1,515,261.00	\$1,515,261.00	\$200,000.00	\$1,315,261.00
023-723-195	Overtime	\$83,000.00	\$83,000.00	\$200,000.00	\$283,000.00
023-723-598	Services & Charges	\$50,000.00	\$50,000.00	-\$1,000.00	\$49,000.00
023-723-550	Printing	\$0.00	\$0.00	\$1,000.00	\$1,000.00

Explanation:

Requesting Official
 Name: Commissioner Lilly Wilkinson
 Title: County Commissioner, Precinct 3
 Signature:
 Date:

County Auditor Use Only

Approval by Commissioner Court ___ Yes ___ No

Commissioner Court Meeting on

Signature: *[Signature]*
 Date: 4-18-24

RECEIVED

APR 18 2024

DAVID W. WENDEL
 SAN PAT CO. AUDITOR

LETI BLIT FORM for RB3

(RC)

(Sy) 4/18/24

4-18-2024 07:44 AM

SAN PATRICIO COUNTY
EXPENDITURES REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2024

PAGE: 1

023-ROAD & BRIDGE PCT #3

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
ROAD & BRIDGE PCT. #3							
PERSONAL SERVICES							
023-723-101 Elected Officials	0	0	0.00	0.00	0.00	0.00	0
023-723-110 Regular Employees	1,380,240	1,380,240	51,087.47	333,522.49	0.00	24.16	1,046,718
023-723-115 Temporary Employees	77,223	77,223	1,159.83	9,370.34	0.00	12.13	67,853
023-723-185 Phone Allowance	3,000	3,000	50.00	350.00	0.00	11.67	2,650
023-723-190 Longevity Pay	2,708	2,708	82.50	580.50	0.00	21.44	2,128
023-723-195 Overtime	83,000	83,000	10,138.91	91,495.85	0.00	110.24	8,496*
023-723-210 Group Insurance	255,321	255,321	6,091.85	46,582.83	0.00	18.24	208,738
023-723-220 Social Security Taxes	118,279	118,279	4,769.00	33,226.69	0.00	28.09	85,052
023-723-230 Retirement Contributions	171,781	171,781	0.00	41,057.19	0.00	23.90	130,724
023-723-250 Unemployment Insurance	5,104	5,104	634.37	634.37	0.00	12.43	4,470
023-723-260 Workers' Compensation Ins	39,386	39,386	0.00	6,963.02	0.00	17.68	32,423
TOTAL PERSONAL SERVICES	2,136,042	2,136,042	74,013.93	563,783.28	0.00	26.39	1,572,259
OTHER SERVICES & CHARGES							
023-723-312 Conference and Assoc Dues	114,302	114,302	0.00	500.00	0.00	0.44	113,802
023-723-330 Pre-Employment Physicals	4,000	4,000	0.00	478.00	0.00	11.95	3,522
023-723-336 Engineering/Architectural	85,000	85,000	0.00	0.00	0.00	0.00	85,000
023-723-341 Other Professional Services	30,000	30,000	0.00	0.00	0.00	0.00	30,000
023-723-410 Utilities	64,000	64,000	554.51	4,905.95	0.00	7.67	59,094
023-723-421 Waste Disposal	80,000	80,000	0.00	6,954.30	0.00	8.69	73,046
023-723-430 Building Repairs/Maint	40,000	40,000	145.00	1,645.00	0.00	4.11	38,355
023-723-432 Vehicle Repairs/Maint	75,000	75,000	90.00	1,412.50	89.99	2.00	73,498
023-723-434 Equipment Repairs/Maint	80,000	80,000	1,174.41	4,579.41	460.00	6.30	74,961
023-723-442 Vehicle/Equipment rental	200,000	200,000	5,886.63	20,051.01	5,571.54	12.81	174,377
023-723-450 Construction Services	180,000	180,000	0.00	0.00	0.00	0.00	180,000
023-723-451 Sealcoating	1,515,261	1,515,261	0.00	0.00	0.00	0.00	1,515,261
023-723-520 Insurance/Bond Premiums	30,000	30,000	0.00	14,383.69	0.00	47.95	15,616
023-723-530 Telephone	14,000	14,000	0.00	1,157.49	0.00	8.27	12,843
023-723-538 Postage	1,500	1,500	0.00	136.00	0.00	9.07	1,364
023-723-540 Public Notices	3,800	3,800	0.00	0.00	0.00	0.00	3,800
023-723-550 Printing	0	0	160.72	160.72	0.00	0.00	161
023-723-580 Travel	15,000	15,000	1,397.14	1,830.34	0.00	12.20	13,170
023-723-588 Hauling Charges	1,050,000	1,050,000	7,042.50	7,042.50	2,367.50	0.90	1,040,590
023-723-596 Econ Dev 381 Payments	482,904	482,904	0.00	0.00	0.00	0.00	482,904
023-723-598 Misc Services & Charges	50,000	50,000	2,433.62	6,221.45	1,817.90	16.08	43,961
TOTAL OTHER SERVICES & CHARGES	4,114,767	4,114,767	18,884.53	71,458.36	10,306.93	1.99	4,033,002
SUPPLIES							
023-723-602 Repair Materials	2,400,000	2,400,000	149,292.88	1,123,131.20	87,153.10	50.43	1,189,716
023-723-604 Repair Parts	250,000	250,000	6,497.43	49,664.08	2,713.08	20.95	197,623
023-723-608 Signage	85,000	85,000	4,983.00	10,797.78	0.00	12.70	74,202
023-723-610 General Supplies	90,000	90,000	442.18	3,038.07	210.54	3.61	86,751
023-723-626 Fuel, Oil, Lubricants	500,000	500,000	18,620.62	78,307.61	22,157.77	20.09	399,535
023-723-627 Automotive Supplies	325,000	325,000	1,187.77	4,028.33	82.40	1.26	320,889
023-723-650 NCO Furniture/Equipment	85,000	85,000	0.00	0.00	2,731.98	3.21	82,268

Commissioners Court Agenda

2. 3. a.

Meeting Date: 04/22/2024

Brief Title: SDI Tax Abatement Annual Compliance Report FY 2023

Submitted For: David Krebs, County Judge

From: Debbie Sanders, County Judge Court Administrator

SUBJECT:

Accept and Record Steel Dynamics (aka SDI) Annual Tax Abatement Compliance Report for 2023 and audit review by Corpus Christi Regional Economical Development Corporation for same.

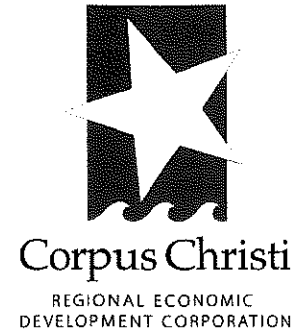
Attachments

CCREDC Compliance Ltr dtd 15 Apr 2024

SDI Tax Abatement Compliance Ltr dtd 14 Mar 2024

April 15, 2024

David Krebs
County Judge
San Patricio County
400 West Sinton Drive
Sinton, Texas 78387



Re: Steel Dynamics Inc. Annual Compliance Report for 2023

Dear Judge Krebs:

Corpus Christi Regional Economic Development Corporation (CCREDC) has reviewed the information and documentation provided by them per the agreement with and between San Patricio County and Steel Dynamics Inc. CCREDC has found that the company has met its obligations and is in compliance with the tax abatement agreement. Our review included inspection of original documents and accounting data.

If you have any questions, please feel free to contact me.

Best Regards,

A handwritten signature in black ink, appearing to read "Randy Almaguer", is written over a horizontal line.

Randy Almaguer
Compliance Officer



RECEIVED
MAR 18 2024
JUDGE KREB'S OFFICE

March 14, 2024

The Honorable David Krebs
San Patricio County Judge's Office
400 W Sinton, Room 109
Sinton, TX 78387

Dear Judge Krebs:

Pursuant to section 5.01 of the "Tax Abatement Agreement Between San Patricio County, Texas and Steel Dynamics Southwest, LLC (formally Buffalo, LLC)" executed on February 25, 2019, please find this letter and attachment to serve as the Annual Certification of Compliance. The 2023 report year is the fourth year under the agreement. As of January 1, 2024, Steel Dynamics Southwest, LLC is in full compliance with the terms of the above-referenced agreement.

In 2023, we continued ramping up operations related to Phase 1, while continuing construction on our Phase 2 expansion. Our total investment at the end of 2023 includes \$508 million in land and buildings, \$1.6 billion in machinery and equipment, and \$317 million in Construction in Process. Construction is in process for Phase 2, adding 2 additional lines. Phase 2 will be complete in the first half of 2024 and will bring additional jobs.

Throughout 2023, we continued the renovation of the local baseball little league fields, bought the Taft volunteer fire department a brush fire water truck, and supported the Rob & Bessie Welder Wildlife Conservation Foundation by donating that will allow them to expand their education outreach programs to children. On top of these local community donations, and the continued support of previous charitable organizations, we added Camp Aranzazu and Big Brothers Bis Sisters of South Texas to our long list of charities we support in the Coastal Bend region.

Regarding Sections 4.01(a) and 4.01(b) of Tax Abatement Agreement:

Section 4.01(a): I certify the Owner is compliant with Section 4.01(a) regarding employee benefits.

Section 4.01(b): The Owner has created 781 total permanent jobs as of January 1, 2024, and 656 of the total permanent jobs are from San Patricio, Aransas, and Nueces counties. Wage criteria for the permanent jobs comply with the Agreement.



If you have any questions, please do not hesitate to contact me at 260.469.4334, or email at matt.peters@steeldynamics.com.

Sincerely,

Matthew A. Peters
Vice President – Tax, Assistant Secretary



SCHEDULE 1

2023 Report Year

The following information shall be reported to the Governmental Unit on a calendar-year basis during the first four years of the tax abatement program:

- a. Number of jobs created on a permanent basis (local): 656
- b. Number of jobs created on a permanent basis (total): 781

Commissioners Court Agenda

2. 3. b.

Meeting Date: 04/22/2024

Brief Title: County Clerk's Monthly Report Ending March 2024

Submitted For: Gracie Gonzales, County Clerk

From:

Gracie Gonzales, County Clerk

SUBJECT:

Accept and record County Clerk's Monthly Report for month ending March 31, 2024.

Attachments

County Clerk's Monthly Report Ending March, 2024.pdf

SAN PATRICIO COUNTY, TEXAS
GRACIE ALANIZ-GONZALES, COUNTY CLERK
MONTHLY REPORT RECAPITULATION
FOR THE MONTH ENDING MARCH 2024

<u>CHARGES</u>	<u>3/8/2024</u>	<u>3/15/2024</u>	<u>3/22/2024</u>	<u>3/29/2024</u>		<u>TOTAL</u>
Recording fees	5978.00	3984.00	4011.50	2889.50	0.00	16863.00
Marriage Licenses	132.50	150.00	120.00	90.00	0.00	492.50
Copies	1302.30	1765.80	2464.70	1156.70	0.00	6689.50
Civil fees	238.00	130.00	114.00	206.00	0.00	688.00
Probate fees	360.00	225.00	345.00	160.00	0.00	1090.00
Criminal fees	951.92	548.16	615.60	628.98	0.00	2744.66
Beer Permits	0.00	5.00	0.00	5.00	0.00	10.00
Mental fees	0.00	0.00	0.00	0.00	0.00	0.00
Misc. Revenue	0.00	0.00	0.00	0.00	0.00	0.00
County Judges fees	28.00	20.00	20.00	22.00	0.00	90.00
Sheriff's fees	594.43	534.15	415.61	689.24	0.00	2233.43
County Atty's fees	475.89	274.13	307.77	314.48	0.00	1372.27
Overage	0.00	0.00	0.00	0.00	0.00	0.00
Appt. Atty's fees	0.00	0.00	0.00	0.00	0.00	0.00
Time Payment Fee (2020 - Forward)	217.69	176.48	155.82	149.87	0.00	699.86
Arrest fees-County (AFC)	0.00	0.00	0.00	0.00	0.00	0.00
Probate Training (PCE)	0.00	0.00	0.00	0.00	0.00	0.00
Video Fund	0.00	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00	67.91
Bond fund	0.00	0.00	0.00	0.00	0.00	0.00
Probate Guardianship Fee	140.00	100.00	100.00	80.00	0.00	420.00
Archive Preservation/Restoration Fee	2595.00	1954.00	2028.00	1358.00	0.00	7935.00
FINE: Road & Bridge #1 22.763%/19.781%/18.2	1705.73	1005.15	1122.56	1197.60	0.00	5031.04
FINE: Road & Bridge #2 24.524%/5.48%	511.95	301.70	336.92	359.45	0.00	1510.02
FINE: Road & Bridge #3 40.970%/62.867%	5872.97	3460.82	3865.06	4123.44	0.00	17322.29
FINE: Road & Bridge #4 11.743%/14.725%/13.3%	1251.25	737.33	823.46	878.51	0.00	3690.55
Dispute Resolution Center (DRC)	150.00	75.00	90.00	105.00	0.00	420.00
Co. Atty's Hot check fund	0.00	0.00	0.00	0.00	0.00	0.00
Co. Atty's Pre-Trial Intervention Fee	0.00	0.00	0.00	0.00	0.00	0.00
Law Library fees	350.00	175.00	210.00	245.00	0.00	980.00
Contingency fund (CF)	0.00	0.00	0.00	0.00	0.00	0.00
DPS Arrest fees (DPS)	0.00	0.00	0.00	0.00	0.00	0.00
Offenses dated 9/1/1995 - 8/31/1997	0.00	0.00	0.00	0.00	0.00	0.00
Offenses dated 9/1/1997 - 8/30/1999	0.00	0.00	0.00	0.00	0.00	0.00
Offenses dated 8/31/1991 - 8/31/2001	0.00	0.00	0.00	0.00	0.00	0.00
Offenses dated 9/1/2001 - 12/31/2003	0.00	0.00	0.00	0.00	0.00	0.00
Offenses dated 01/01/2004 - 12-31-2019	0.00	0.00	0.00	0.00	0.00	0.00
Offenses dated 01/01/2020 - Forward	3498.27	2014.62	2262.15	2311.51	0.00	10086.55
Judicial & Court Personnel Training Fee	35.00	20.00	25.00	20.00	0.00	100.00
Family Protection Fees	0.00	0.00	0.00	0.00	0.00	0.00
Non-Disclosure (State Fee)	0.00	0.00	0.00	0.00	0.00	0.00
Basic Civil Legal Ser/Indigent (BCL) K	0.00	0.00	0.00	0.00	0.00	0.00
Basic Civil Legal Ser/Indigent (BCL) W	0.00	0.00	0.00	0.00	0.00	0.00
State Electronic Filing Fee (Probate/Civil)	0.00	0.00	0.00	0.00	0.00	0.00
State Electronic Criminal Conviction Fee (CR)	0.00	0.00	0.00	0.00	0.00	0.00
Jury & Trial (Misc. Revenues)	0.00	0.00	0.00	0.00	0.00	0.00
Time Payments Fee (TP)	0.00	0.00	0.00	0.00	0.00	0.00
Courthouse Security (CHS)	437.98	237.09	273.86	297.25	0.00	1246.18
RMF Criminal	0.00	0.00	0.00	0.00	0.00	0.00
RMF Co. Clerk	3319.94	2337.58	2469.70	1913.17	0.00	10040.39
Court Reporter Service Fund	321.40	166.10	196.17	222.16	0.00	905.83
Judicial Fund (Criminal) Krebs	0.00	0.00	0.00	0.00	0.00	0.00
Judicial Fund (Criminal) Welborn/Martino	0.00	0.00	0.00	0.00	0.00	0.00
Judicial Fund (Civil & Probate) Krebs	0.00	0.00	0.00	0.00	0.00	0.00
Judicial Fund (Civil & Probate) Welborn/Martino	0.00	0.00	0.00	0.00	0.00	0.00
Birth Certificate - State	66.60	77.40	70.20	45.00	0.00	259.20
Marriage License - State	120.00	150.00	120.00	90.00	0.00	480.00
Informal Marriage License - State	12.50	0.00	0.00	0.00	0.00	12.50
EMS Trauma	0.00	0.00	0.00	0.00	0.00	0.00
State Traffic Fee	0.00	0.00	0.00	0.00	0.00	0.00
Fine Collection Fee (Linebarger etc....)	32.64	0.00	0.00	0.00	0.00	32.64
Drug Cost Program	0.00	0.00	0.00	0.00	0.00	0.00
Texas Mobility Fund	126.98	378.01	63.59	21.28	0.00	589.86
State Consolidated Fee - 137.00	0.00	0.00	137.00	0.00	0.00	137.00
State Consolidated Fee - 45.00	0.00	0.00	0.00	0.00	0.00	0.00
County Specialty Court Account	475.92	274.10	307.74	314.49	0.00	1372.25
Juror Reimbursement Fee	123.80	63.70	75.40	85.71	0.00	348.61

Judicial Support Fund/Criminal	0.00	0.00	0.00	0.00	0.00	0.00
Judicial Support Fund/Probate Civil	0.00	0.00	0.00	0.00	0.00	0.00
Indigent Defense Court Costs	0.00	0.00	0.00	0.00	0.00	0.00
Technology Fee (Criminal)	95.15	54.88	61.59	62.86	0.00	274.48
Technology Fee (Probate/Civil)	0.00	0.00	0.00	0.00	0.00	0.00
TCLEOSE - Justice Data Fund	0.00	0.00	0.00	0.00	0.00	0.00
Digital Record Preservation (P/C)	0.00	0.00	0.00	0.00	0.00	0.00
Texas Home Visiting Program Fee	0.00	5.00	0.00	0.00	0.00	5.00
E-Filing Court Cost Recovery Fees	0.00	0.00	0.00	0.00	0.00	0.00
13th Court of Appeals (Appellate) Fee	50.00	25.00	30.00	35.00	0.00	140.00
Court Facility Fee Fund	200.00	100.00	120.00	140.00	0.00	560.00
Language Access Fund	30.00	15.00	18.00	21.00	0.00	84.00
Public Probate Administrator Fee	70.00	50.00	50.00	40.00	0.00	210.00
TOTAL	31871.81	21590.20	23426.40	20278.20	0.00	97234.52

Arrest fees:	0.00
Cost Deposits	0.00
Miscellaneous Revenues	0.00
Refunds	65.09
Restitution	0.00
Trust fund-Condemnation Suits	0.00
Cash on hand, beginning	600.00
Time Deposit, Trust fund beginning	0.00
Demand Deposit, (Frost Bank) Civil, beginning	73449.37
Demand Deposit, (Frost Bank) Bonds, beginning	123770.25
Demand Deposit, (Frost Bank) Trust, beginning	1006629.74
Demand Deposit, (Frost Bank) General, beginning	28340.66
Permitium/January 2024	0.00
	0.00

TOTAL CHARGES

1330089.63

CREDITS	
Attached schedule of checks, FROST BANK	109265.63
Cash on hand, ending	600.00
Time Deposit,	0.00
Demand Deposit, (Frost Bank) Civil, Ending	73449.66
Demand Deposit, (Frost Bank) Bonds Funds, Ending	119770.25
Demand Deposit, (Frost Bank) Trust, Ending	1006635.75
Demand Deposit, (Frost Bank) General, Ending	20368.34

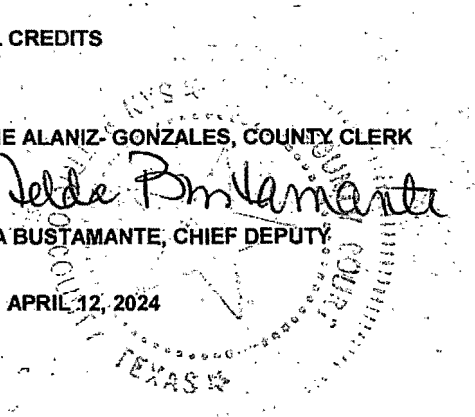
TOTAL CREDITS

1330089.63

GRACIE ALANIZ- GONZALES, COUNTY CLERK

By *Nelda Bustamante*
NELDA BUSTAMANTE, CHIEF DEPUTY

Dated: APRIL 12, 2024



Commissioners Court Agenda

2. 4. a.

Meeting Date: 04/22/2024

Brief Title: Emergency Operations Center (EOC) Project Landscaping/Irrigation

Submitted For: John Hernandez, Engineer

From: Debbie Sanders, County Judge Court Administrator

SUBJECT:

(1) Consideration and Action on providing grass sod (12,000 SF) as a Landscaping item for the Emergency Operations Center (EOC) in the amount of \$12,000.00 presented by John A. Hernandez, P. E., County Engineer. (tabled from Agenda 3/18/2024)

(2) Consideration and action on quotes received for installing an irrigation system for the Emergency Operations Center (EOC) presented by John A. Hernandez, P. E., County Engineer.

Attachments

Midway Grass Quote

MLC Quote

ABC Irrigation Quote

360 Irrigation Quote

Midway Grass Farms, Inc.

1869 Midway Road
Inez, Texas 77968

Phone # (361) 576-6683

Estimate

Date	Estimate #
3/8/2024	41

Name / Address
Bass Construction

			Project
Description	Qty	Rate	Total
Deliver and Install 30 Pallets of St. Augustine (this type of sod is more durable in erosion control than a bermuda sod) at 214 West 5th, Building #5 (around the building and & through the ditch) at the fair grounds in Sinton Texas. This will include light dirtwork & raking where needed. Also, to secure the sod in the ditch area with stakes as needed.	1	12,000.00	12,000.00T
Thank you for the opportunity to give you a quote .		Subtotal	\$12,000.00
		Sales Tax (0.0%)	\$0.00
		Total	\$12,000.00

ESTIMATE

MLC Landscaping

4325 Agnes Street
Corpus Christi, TX 78405
(361) 883-3334



To:
San Patricio County (John Doria)
400 West Sinton Street
Sinton, TX 78387

Estimate #	15298
Estimate Date	02/27/2024
Total Amount	\$31,570.00

Item	Quantity	Price	Tax1	Line Total
Sod - Install (Bermuda)	30.0	\$289.00 / pallets		\$8,670.00
Landscaping Labor	100.0	\$175.00 / HR		\$17,500.00
Haul-off, Tractor Rental, Dump Fee,	2.0	\$2,700.00 / ea		\$5,400.00

Subtotal:	\$31,570.00
Tax:	\$0.00
Past Due Amount:	\$0.00
Total Amount:	\$31,570.00

Notes

Statement of Work

Estimate is to Install 12000 sqft of bermuda sod around emergency services building.



ABC Irrigation, Inc.

LI00006013
P. O. Box 271279
Corpus Christi, Tx 78427
361-857-7647
abcirrigationinc@gmail.com
www.abcirrigation.com
IRRIGATION INSTALLATION ESTIMATE # 38942

Customer: San Patricio County Emergency Management

Customer Phone: (361) 215-3952

Service Address:
219 West 5th Street
Sinton, Texas 78387

Billing Address:
313 North Rachal Avenue
Sinton, Texas 78387

Date: Mar 29, 2024

Expiration Date: Jun 26, 2024

General

Files

Comments

IRRIGATION
INSTALLATION
ESTIMATE #
Summary

Subtotal: \$11,380.00

IRRIGATION INSTALLATION\$11,380.00

Item	Unit Price	Quantity	Taxed	Amount
INSTALL PVB WILKINS 1" PRESSURE VACUUM BREAKER (BRASS) ASSEMBLY	\$0.00	1.00	No	\$0.00

Total: \$11,380.00

INSTALL PRO-C WITH MODULES	\$0.00	1.00	No	\$0.00
HUNTER PRO-C CONTROLLER WITH MODULES				

INSTALL RAIN SENSOR	\$0.00	1.00	No	\$0.00
HUNTER WIRELESS RAIN-CLIK RAIN SENSOR				

INSTALL PGV	\$0.00	7.00	No	\$0.00
HUNTER PGV 101 1" VALVE W/FLOW CONTROL				

INSTALL PGP	\$0.00	26.00	No	\$0.00
HUNTER 6" PGPADJ ROTOR				

INSTALL MP	\$0.00	2.00	No	\$0.00
HUNTER MP ROTATOR NOZZLE IN A HUNTER PROS-06 6" SPRAY HEAD BODY				

INSTALL DESCRIPTION	\$11,380. 00	1.00	No	\$11,380. 00
INSTALLATION OF COMPLETELY AUTOMATIC SPRINKLER SYSTEM TO INCLUDE PERMITS, INITIAL BACKFLOW TEST AND AN AS-BUILT. INCLUDES APPLICABLE SALES TAX ON MATERIALS.				

1. IRRIGATE FROM EDGE OF BUILDING TO SWALE/DITCH RADIUS VARIES AROUND BUILDING.
2. WATER POINT-OF-CONNECTION WILL BE ON WEST SIDE OF BUILDING BETWEEN EXISTING WATER METER AND EXISTING BACKFLOW DEVICE.
3. CONTROLLER WILL BE INSTALLED INSIDE THE GATED COURTYARD NEXT TO THE EXISTING WATER-TIGHT 110 VOLT OUTLET ON WEST SIDE OF BUILDING.

TCEQ	\$0.00	1.00	Yes	\$0.00
IRRIGATION IN TEXAS IS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, 12100 PARK 35 CIR, AUSTIN, TX 78753. LICENSED IRRIGATOR #0006013.				

INSTALL WARRANTY	\$0.00	1.00	No	\$0.00
FULL ONE YEAR WARRANTY ON PARTS AND LABOR.				
ONE HALF OF THE TOTAL AMOUNT WILL BE DUE PRIOR TO THE COMMENCEMENT OF WORK AND THE REMAINING BALANCE WILL BE DUE UPON THE INSTALLATION COMPLETION.				
WE ALSO OFFER FINANCING WITH WISETACK CONSUMER FINANCING. SEE LOWER LEFT CORNER OF THIS ESTIMATE.				
A 3% CONVENIENCE FEE WILL BE ADDED TO CREDIT CARD PAYMENTS AND WISETACK PAYMENTS.				

TEXAS 811	\$0.00	1.00	No	\$0.00
ABC IRRIGATION, INC. WILL CONTACT TEXAS 811 BEFORE THE INSTALLATION. ANY UNDERGROUND UTILITIES THAT CANNOT BE LOCATED THROUGH TEXAS 811 SYSTEM ARE THE RESPONSIBILITY OF THE HOMEOWNER. ABC IRRIGATION WILL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT ARE UNMARKED OR MIS-MARKED. AREAS REQUIRING SPECIAL ATTENTION, SUCH AS A FUTURE POOL, DECK OR GARDEN AREAS MUST BE BROUGHT TO THE SALES ASSOCIATE'S ATTENTION AT THE TIME THIS ESTIMATE IS GIVEN.				

INSTALL SURVEY	\$0.00	1.00	No	\$0.00
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A COPY OF THE SURVEY OF THE PROPERTY THAT YOU RECEIVED AT CLOSING WILL BE REQUIRED TO AID IN THE DESIGN OF THE SYSTEM FOR THE AS-BUILT THAT YOU WILL RECEIVE UPON COMPLETION AND WHICH THE CREW BUILDS TO. IF YOU CANNOT FIND YOUR COPY WE CAN DO THE SURVEY BUT PLEASE ADD \$100 TO THE PRICE FOR THE SURVEY OF THE PROPERTY.

Thank you for your business!

Commissioners Court Agenda

2. 4. b.

Meeting Date: 04/22/2024

Brief Title: Contract for Juvenile Detention Services

From: Tricia Astin, County Judge Court Coordinator

SUBJECT:

Consideration and action on request by Juvenile Detention to approve Contracts and Agreements of Detention of Juvenile Offenders with the following entities:

1. Medina County

Attachments

Detention Contract - Medina County

**CONTRACT AND AGREEMENT FOR
DETENTION OF JUVENILE OFFENDERS**

This contract and Agreement made and entered into by and between the Juvenile Board of San Patricio County, acting by and through its duly authorized representatives and through its Commissioners Court and the Juvenile Board of MCJPD acting on and behalf of Medina County Juvenile Probation Department herein after called MCJPD to be effective March 20, 2024 through December 31, 2024 unless terminated earlier in accordance with this Contract. No commitment of contract funds is permitted prior to the first day or subsequent to the last day of the contract period. Nothing herein shall prevent the parties from revising the period of this contract by written agreement at a later date.

The purpose of the Contract is to provide twenty-four-hour secure residential services in the SAN PATRICIO COUNTY JUVENILE DETENTION CENTER for children who are ordered by a court of proper jurisdiction in MCJPD, which children being referred for an act of delinquent conduct or an act indicating a need for supervision, during pre-trial and pre-dispositional status or during the post-dispositional stay prescribed by the Court.

I. WITNESSETH:

WHEREAS, San Patricio County operates the San Patricio County Juvenile Detention Center, also referred to as "the facility". Whereas the Medina County Juvenile Board, in order to carry out and conduct its juvenile program in accordance with Title III of the Texas Juvenile Justice Code has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquent conduct or an act indicating a need for supervision during pre-trial and pre-disposition status, and

WHEREAS, San Patricio County will make the facilities available to the Medina County Juvenile Board for such use and purpose, and Medina County Juvenile Board desires to contract for the use of said facility under the following terms and conditions, and

WHEREAS, the San Patricio County Juvenile Detention Center is designed to be a certified juvenile detention facility as defined by Article 51.12(a)(3) of the Texas Family Code; and,

WHEREAS, the San Patricio County Juvenile Detention Center has MCJPD duly inspected and certified as being suitable for the detention of juveniles as provided by Section 51.12(c) of the Texas Family Code and has certified compliance as required by Section 51.12(c); and,

WHEREAS, the Medina County Juvenile Board desires to employ the San Patricio County Juvenile Detention Center to provide detention services for such of MCJPD accused children as may be necessary in order to protect the accused child or to protect the public from

harm by Court Ordered Detention at the San Patricio County Juvenile Detention Center in accordance with Section 54.01 of the Texas Family Code; and, WHEREAS, the San Patricio County Juvenile Detention Center desires to maintain juveniles in detention only as allowed by law.

Now therefore, the parties agree as follows:

- (1) San Patricio County Juvenile Detention Center will provide room and board, supervision on a twenty-four hours per day, seven days per week basis, (but shall not pay for emergency examination, treatment, hospitalization, prescriptions or instant urinalysis cups) and a program of education and recreation to each child placed within the facility.
- (2) **MCJPD** agrees to pay San Patricio County the sum of **175.00** per day for each child placed within the facility. A child placed in detention before midnight on any one day will be considered under this contract as having been in custody the entire day for billing purposes. In the event a high-risk suicidal child is in the facility and additional staff are required to meet the needs of the child, an additional charge of \$10.00 per hour for each hour the child is on a 1 to 1 suicide supervision ratio will be added and billed to **MCJPD**. San Patricio County will bill **MCJPD** no later than ten (10) days from the last day of the month for which payment is being requested for the use of the detention facility. Each billing shall contain both the name of the child(ren), a brief statement of the services provided, the rate of services, monthly progress notes and the number of days for which payment is requested. **MCJPD** agrees to make payment to San Patricio County in accordance with the State of Texas Prompt Payment Act, Chapter 225.1, Government Code VTCA upon receipt of valid invoices. Invoices will be mailed to **MCJPD**. The sum shall be paid to San Patricio County, P.O. Box 1122, Sinton, Texas 78387, within thirty (30) days of receipt of billing. **MCJPD** reserves the right to require the reimbursement of any overpayments determined as a result of any audit or inspection of records kept by the **MCJPD** on work performed under this contract
- (3) If in the sole discretion of the San Patricio County Juvenile Probation Department's Chief Juvenile Probation Officer or designee, (hereafter called Administrator) there is a need for emergency examination, treatment, and/or hospitalization for a child placed in the facility by **MCJPD** Juvenile Board, the Administrator is authorized to secure such examination, treatment or hospitalization at the expense of **MCJPD** Juvenile Probation Department and to request that **MCJPD** be billed for the same. **MCJPD** Juvenile Department staff or its representatives shall be responsible to transport the child to receive services unless it is an emergency. **MCJPD** Juvenile Board agrees to pay for said services. The Administrator shall notify **MCJPD** of such emergency treatment as soon as reasonably practical.
- (4) Prior to transporting the child to the facility for placement, the official authorizing placement shall call the facility to ensure that space is available. The detention needs of San Patricio County shall take precedence over those of contract jurisdictions and

placement of children from contract jurisdictions may be denied if there is no available space in the sole discretion of the Administrator.

- (5) **Medina County** Juvenile Probation Department shall ensure that children detained in the facility will be under a proper order of the juvenile court, and the Administrator will be furnished a copy within twenty-four hours or one working day of the child's admission to detention.
- (6) Each child placed in the facility shall be required to follow the rules and regulations of the facility as fixed and determined by the Administrator and his staff.
- (7) San Patricio County has resolved to operate the detention facility in compliance with the Juvenile Justice and Delinquency Prevention Act, and therefore will not accept from contracting jurisdictions children whose detention would prevent the facility from complying with the Juvenile Justice and Delinquency Prevention Act. Section 223. (a)(12)(A) provides that "juveniles who are charged with or have committed offenses that would not be criminal if committed by an adult or offenses which do not constitute violations of valid court orders, or such non-offenders as dependent or neglected children, shall not be placed in secure detention facilities or secure correctional facilities". In no event will the San Patricio County be under any obligation to accept a child who is deemed inappropriate.
- (8) If a child is accepted from **MCJPD** and such child thereafter is found to be, in the sole judgment of the Administrator, mentally unfit, dangerous or unmanageable, or whose mental or physical health/condition might endanger the other occupants of the facility, then in the Administrator's sole judgment, upon such determination and notification by the Administrator to the **Medina County** Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff of that jurisdiction shall immediately and forthwith remove such child from the detention facility. Notice of such removal will be given to **MCJPD** for the juvenile to be removed from the San Patricio County Juvenile Detention Center within 24 (twenty four) hours, when notified that the facility is overcrowded or the juvenile has become unmanageable. Children who are intoxicated or in need of immediate medical attention will not be accepted under any circumstances without having been seen, treated and released by a medical professional (Doctor, Physicians Assistant or Nurse Practitioner).
- (9) San Patricio County agrees that facility will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex, or national origin.
- (10) **Medina County** Juvenile Probation Department agrees to provide the San Patricio County Juvenile Probation Department the names of all persons authorized by it to visit children placed in the facility. Visitors must be jointly approved by the child's caseworker and Administrator.
- (11) **Medina County** Juvenile Probation Department shall ensure that a representative of that department maintains close and frequent communication with the child and detention

staff regarding any pertinent activity. The contracting department shall report all significant incidents regarding an unauthorized departure from the facility, child's medical and psychological problems, suspected or alleged child abuse and needs, as well as a profile of the child's behavior during the admission process immediately or within twenty-four (24) hours. Also, in applicable cases a report will be made to the State Licensing Agency (TJJD, TDFPS, TDSHS, Law Enforcement, etc.) Further, the Administrator shall be informed of the status of the child while in detention and shall be informed of all court dates and times so appropriate arrangements can be made.

- (12) MCJPD shall assume financial responsibility for damage or loss of property at the facility due to the action of a child placed in the facility by MCJPD.
- (13) It is understood and agreed by the parties hereto that children placed in the facilities under the proper order of the Juvenile Court of MCJPD shall be maintained therein except that the staff of the contracting jurisdiction may take the children under supervision from the facility to court hearings, counseling sessions, medical/dental appointments or other places as determined by contracting jurisdiction. The staff of the contracting jurisdiction will be required to give adequate warning as to when the child will be removed, expected return time and will sign a temporary release form.
- (14) It is further understood and agreed by the parties hereto that children placed in the facility shall be removed there from by MCJPD Juvenile Department, its agents, servants, or employees at the expiration of the detention order under which the child is being detained unless a new Order has been issued authorizing the continued detention, and a copy of such Order has been delivered to the facility by MCJPD. A copy of the Order issued pursuant to waiver shall be furnished promptly to the facility.
- (15) It is further understood and agreed by the parties hereto that children placed in the facility shall not be removed prior to the expiration of the Court Order except by a Probation Officer of the contracting jurisdiction or as provided in paragraph (8) above, without delivery of an Order for Release signed by the Judge of the Juvenile Court of MCJPD.
- (16) It is further understood and agreed that nothing in this contract shall be construed to permit Medina County Juvenile Probation Department, its agents, servants, or employees in any way to manage, control, direct or instruct San Patricio County or San Patricio County Juvenile Board, its servants or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and cooperation of the facilities.
- (17) It is further understood and agreed that MCJPD agrees to transport juveniles to and from court hearings in restraints (handcuffs and leg irons) with personal property to include medications which will be kept apart from the juveniles during transportation.

II. TERMINATION

This contract shall terminate upon full performance of all requirements contained in this contract unless extended in writing.

MCJPD may by written notice of default to **San Patricio County**, terminate the whole or any part of this contract in any one of the following circumstances:

- A. If **San Patricio County** fails to perform the work called for by this contract within the time specified therein or any extension thereof; or
- B. If **San Patricio County** fails to perform any of the other provisions of this contract, or so fails to prosecute the work as to endanger the performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after receiving notice of default.
- C. If any other representatives or warranties are or become false, erroneous or otherwise incorrect.

III. DEFAULT

In the event of a default of **San Patricio County**, **MCJPD** may cancel or suspend the contract and **San Patricio County** shall be entitled to recovery for all services provided prior to the cancellation date or shall repay any funds advanced for services not yet rendered. **San Patricio County** shall be responsible for reimbursing **MCJPD** for services associated with questioned costs as a result of deficiencies found during the course of any site visits conducted prior to the termination of the contract.

In the event of default on the part of **MCJPD**, **San Patricio County** may cancel or suspend this contract and **San Patricio County** shall be entitled to recovery for all services provided prior to the cancellation date other than any services that are in question as a result of any audit.

This contract may be terminated by either party upon thirty (30) days written notice to the other party of the intention to terminate or upon expenditure of available funds.

IV. MISCELLANEOUS PROVISIONS

MCJPD hereby certifies that funds are available for the current fiscal year for payments anticipated under the terms and conditions of this agreement. *In the event funds are not appropriated or are otherwise unavailable, this contract shall be terminated by either party as outlined in Section II.*

This Contract and Agreement is a Contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision any payment for such care by **MCJPD** for such children placed in the facility by the Judge of **MCJPD** having juvenile jurisdiction.

San Patricio County, as required for the TJJD State Financial Assistance Contracts, hereby agrees to the following:

The goals, outputs, and measurable outcomes directly related to program objectives are:

Goals: Provide secure detention for juveniles referred for delinquent conduct, and have the juvenile available for return to the Court as requested by the contracting agency. Provide educational services for all juveniles placed in detention as available.

Outputs: Juveniles will attend class on a daily basis and participate in all programs of the facility. The detention facility staff will provide disciplinary reports prior to detention hearings, and will notify the contracting agency if the child is injured or ill and requires medical attention.

Measurable Outcomes: Detention will provide safety for the community as well as aid in reducing recidivism.

San Patricio County shall comply with all applicable federal and state regulations and with Department policies and procedures regarding services delivered under this contract. This provision includes, but is not limited to those regulations and policies directly or indirectly addressed by this contract.

Under Section 231.006, Family Code, **San Patricio County** represents and warrants that the individual or business entity named in this contract eligible to receive payment hereunder and acknowledges that this contract may be terminated and payment withheld if this representation and warranty is inaccurate.

San Patricio County shall also provide certification of eligibility to receive state funds as required by the Texas Family Code Section 231.006.

San Patricio County hereby represents and warrants that it has all necessary right, title, license and authority to enter into this contract.

San Patricio County further represents and warrants that it is qualified to do business in the State of Texas. There are no taxes due and owing to the State of Texas, the County of **Medina** or any political subdivision thereof, it holds all necessary licenses and certifications to operate the type of services being contracted for, it is in compliance with all statutory and regulatory requirements for its operation.

San Patricio County will also provide copies of all current agency licenses, certification, registration, or other necessary regulatory permits, etc. to the **Medina County Juvenile Probation Department** to be kept on file. It is **San Patricio County's** responsibility to ensure that all documentation requested by MCJPD has been provided.

San Patricio County and any of its employees, interns, volunteers or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident

involving a juvenile as required by Texas Family Code Section 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions. Reports will be made in the following manner:

- A. For all allegations and incidents except sexual abuse and serious physical abuse: Within twenty-four (24) hours from the time the allegation is made, to the following:
 1. Local law enforcement agency; and
 2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form by facsimile or email or by calling the toll-free hotline number. In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within twenty-four (24) hours of receipt; and
 3. With respect to juveniles placed by **Medina** County Juvenile Probation Department, the TJJD Incident Report Form shall also be sent to **Medina** County Juvenile Probation Department within twenty-four (24) hours.
- B. For allegations and incidents of sexual abuse or serious physical abuse:
 1. Local law enforcement agency will be notified immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to law enforcement;
 2. Texas Juvenile Justice Department will be notified immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling the toll-free hotline. Within 24 hours of the report by phone, the completed TJJD Incident Report Form shall be submitted by facsimile or by email; and
 3. With respect to children placed by **Medina** County Juvenile Probation Department, the TJJD Incident Report Form shall also be sent to **Medina** County Juvenile Probation Department within 24 hours.

San Patricio County shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders [PREA §115.312(a)].

Under PREA, **San Patricio County** in complying with PREA standards [PREA §115.312(b)] shall make available to **Medina County Juvenile Probation Department** all incident-based

aggregated data reports of sexual abuse at its facility within 24-hours of the allegation., and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30th [PREA §115.387(e) and (f)]

This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in San Patricio County, Texas.

San Patricio County shall conduct regular financial and programmatic monitoring of all service provider subcontractors to ensure performances of and compliance with contractual provisions between San Patricio County and any subcontractor.

This Contract shall not be construed as creating any debt by or on behalf of the Government of the State of Texas or the United States.

MCJPD has the right for monitoring **San Patricio County** and the exercising of reasonable care to enforce all terms and conditions of this contract. **San Patricio County** agrees that it will permit **MCJPD** to examine and evaluate its program of services provided under the terms of this contract and to review client's records on a periodic basis. The examination and evaluation of the program will include site visitation, observation of programs in operations, interview and the administration of questionnaires to the staff of the Contractor and the clients when deemed necessary.

Audit, Records Maintenance, Access to Records

- (a) **San Patricio County** shall maintain and make available for review, inspection and/or audit by MCJPD , the Comptroller General of the United States, the Office of the Governor, the State of Texas or any of their duly authorized representatives all books, records, documents, and other evidence reasonably pertinent to performance on all work under this contract, including changes or amendments thereto, in accordance with accepted professional practice, and appropriate accounting procedures and practices at **San Patricio County's** office. **San Patricio County** shall also maintain and make available at its office the financial information and data used by **San Patricio County** in the preparation or support of any cost submission or cost, price or profit analysis required for this contract or any negotiated sub-agreement or change order and a copy of the cost summary submitted to **MCJPD**. **MCJPD** or any of its duly authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of review, inspection and/or audit. During the conduct of any such review, audit or

inspection, of the **San Patricio County's** books, **MCJPD** or any of its duly authorized representatives may, upon prior conference, with **San Patricio County**, copy records, and other pertinent documents. The parties in accordance with good business ethics shall handle all such information. **San Patricio County** shall provide proper facilities within the county of San Patricio for such access and inspection.

- (b) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).
- (c) **San Patricio County** agrees to the disclosure of all information and reports resulting from access to records pursuant to paragraphs (a) and (b) above to **MCJPD**. Where the audit concerns **San Patricio County**, the auditing agency will afford the **San Patricio County** an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- (d) **San Patricio County** must maintain all financial records, supporting documents, statistical records, and all other records pertinent to the contract for at least three years following the closure of the most recent audit report or submission of the final expenditure if the audit report requirement has been waived by **MCJPD**. Record retention is required for the purposes of federal and state examination and audit. **San Patricio County** may retain records in an electronic format. All records are subject to audit or monitoring during the entire retention period. **San Patricio County** must retain records for equipment, non-expendable personal property, and real property for a period of three years from the date of the item's disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the three-year records retention period, **San Patricio County** must retain the records under review until the resolution of all litigation, claims, or audit findings.
- (e) Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this article shall have access to records at any reasonable time for as long as the records are maintained.
- (f) This right of access article applies to financial records pertaining to all sub-agreements and all sub-agreement change orders and amendments. In addition, this right of access applies to all records pertaining to all sub-agreements, sub-agreement change orders and sub-agreement amendments: to the extent the records reasonably pertain to sub-agreement performance; if there is any indication that fraud, gross abuse or corrupt practices may be involved; or if the sub-agreement is terminated for default or for convenience.
- (g) **San Patricio County** agrees to conduct regular financial and programmatic monitoring/reporting of all services provided to **MCJPD** to ensure

performances or and compliance with contractual provisions between **San Patricio County** and **MCJPD**.

- (h) **San Patricio County** agrees to include paragraphs (a) through (f) of this Article in all its contracts and all subcontracts there under and all change orders directly related to project performance.
- (i) **San Patricio County** will account separately for the receipt and expenditure of any and all state funds received pertinent to the subcontractor's provision of services.

San Patricio County agrees that in the performance of this contract, it will not discriminate against any employee or applicant because of race, religion, color, sex, age, or national origin and it will comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (Title 41 CFR Part 60). **San Patricio County** assures that no person will, on the grounds of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of, or be subject to discrimination under any program or activity funded in whole or part under this contract. Prohibited discrimination shall constitute substantial failure by **San Patricio County** to fulfill its obligations, and **MCJPD** may terminate for default as provided by this contract.

San Patricio County shall comply with all applicable requirements of the Americans with Disabilities Act of 1990, Public Law 101-336 101 Congress, 2nd Session, 104 Stat. 327 (July 26, 1990).

This contract represents the entire contract between the parties, and supersedes any and all prior contracts between the parties, whether written or oral. Any amendments, modifications or supplements to this contract shall be in writing, and shall be signed by the party to be charged.

Produced in duplicate copies, each of which shall have the full force and effect of an original.

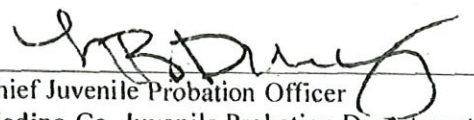
Executed this the 20th day of March, 2024 to be effective March 20, 2024, each copy hereof shall be considered an original copy for all purposes.


Chairman
San Patricio County Juvenile Board

Chief Juvenile Probation Officer
San Patricio County Juvenile Probation
Department

San Patricio County Judge


Chairman
Medina County Juvenile Board


Chief Juvenile Probation Officer
Medina Co. Juvenile Probation Department


Medina County Judge

Commissioners Court Agenda

2. 4. c.

Meeting Date: 04/22/2024

Brief Title: Corrected Interlocal Agreement for Animal Control (incl bites) between SPC and City of Odem

Submitted For: Gabriel Arroyo, Health Dept Environmental

From: Debbie Sanders, County Judge Court Administrator

SUBJECT:

Consideration and action on request from Gabriel Arroyo for the corrected Interlocal Agreement for Animal Control Services between San Patricio County and City of Odem (to handle animal bites within the city limits of Odem for dogs, cats on humans).

Attachments

Interlocal Agreement Animal Control Services for City of Odem

THE STATE OF TEXAS
COUNTY OF SAN PATRICIO

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INTERLOCAL AGREEMENT FOR ANIMAL CONTROL
SERVICES

THIS AGREEMENT is entered into between the County of San Patricio, Texas (the "County"), a political subdivision of the State of Texas, and the City of ODEM, (herein called the "City") also a political subdivision of the State of Texas, located in San Patricio County, Texas.

I. RECITALS

WHEREAS, CHAPTER 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as animal control assistance and public health and welfare; and

WHEREAS, the City is a General Type A municipality organized under the laws of Texas and is authorized to enter into this Agreement pursuant to the Texas Local Government Code; and

WHEREAS, the County is a political subdivision of the State of Texas, duly organized and functioning in accordance with the laws of the State of Texas; and

WHEREAS, the County and the City represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, the County maintains a rabies control service, and

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement; and

WHEREAS, the City will benefit from a rabies control service, and

WHEREAS, both the County and the City find it mutually desirable to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises, each to the other made herein, the parties named above do hereby agree as follows:

II. COUNTY'S OBLIGATIONS

The County agrees to impound, quarantine and hold for observation any animal found within the boundaries of the City; this includes animals trespassing on school grounds, that has rabies or symptoms thereof, or any animal that reasonably could be suspected of having rabies, or that bites, scratches or otherwise attacks a person within the boundaries of the City. The length and terms of such impoundment shall be kept for not less than three days from the date of impoundment as stated in the San Patricio County Animal Health and Control Order.

The San Patricio County Animal Control Supervisor will serve as the City's local rabies control authority once appointed by the city council of Odem and shall have full authority to enforce Chapter 826 of the Health & Safety code, the Municipality's ordinance and County's local Rules and Ordinances.

It shall not be the responsibility of the County to patrol the City for the discovery of animals mentioned. The impoundment of such animals shall be in response to specific requests.

III. CITY'S OBLIGATIONS

The City agrees to pay the County the sum of ONE THOUSAND FIFTY DOLLARS (\$1,050.00) per quarter for such service, beginning JUNE 1, 2024. The first such payment shall be due and payable on the first day of each quarter so long as this agreement is in effect. The City shall pay the County no later than thirty (30) days from the date of the invoice mailed to the City.

IV. DEFAULT

In the event City fails to pay all costs set forth in Article III above, the County shall give City written notice of default with an opportunity to cure such default within thirty (30) days. If City fails to cure such default during the 30-day cure period, the Agreement shall terminate and City shall assume responsibility for its own animal control operation.

In the event County fails to perform its obligations as set forth in Article II, the City shall give County written notice of default with an opportunity to cure such default within thirty (30) days. If County fails to cure such default during the 30-day cure period, the Agreement shall terminate and City shall assume responsibility for its own animal control operation.

V. TERMINATION

This agreement may be terminated at any time by either party with thirty (30) days notice. This Agreement shall be effective upon execution through June 1, 2025.

VI. INDEMNITY

Subject to the limitations as to liability and damages in the Texas Tort Claims Act and without waiving its governmental immunity, each Party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other Party to this Agreement, or any of its officers, agents

or employee's, or as the result of its performance, acts, or omissions or any of its officers, agents or employees, under this Agreement.

VII. GENERAL PROVISIONS

All notices and other documents required by this agreement shall be delivered in person or by US mail, postage prepaid, to the addresses set forth below, or to such other address as the parties may designate by notice in accordance here with, and with such notices shall be effective when received or five day after mailing to the last known correct address, proper postage prepaid, whichever is earlier.

For the purpose of such notice or any other notice required or permitted to be given hereunder, the parties' addresses are as follows:

CITY: City of Odem
 514 Voss Ave.
 Odem, Texas 78370

COUNTY: San Patricio County Department of Environmental Health
 313 North Rachal Avenue
 Sinton, Texas 78387

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.

This agreement shall be performed in San Patricio County, Texas, and shall be interpreted according to laws of the State of Texas.

This Agreement may not be amended except by written instrument specifically referring to this Agreement and signed by the parties hereto.

This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.

This Agreement has been approved by the governing bodies of the City and of County.

Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties and obligations of each to the other as of the Effective Date.

Any oral representations or modifications concerning this Agreement will be of no force or effect excepting a subsequent written modification executed by both parties.

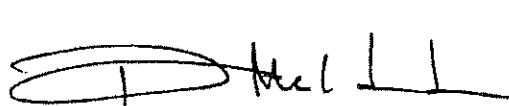
SIGNED AND ENTERED BY:

SAN PATRICIO COUNTY, TEXAS

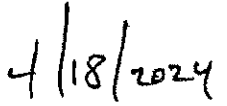
CITY OF ODEM, TEXAS

DAVID KREBS
COUNTY JUDGE

DATE



DAVID B. MALDONADO
MAYOR



DATE

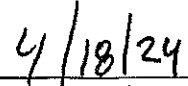
ATTEST:

GRACIE GONZALES
COUNTY CLERK

DATE



SALOME HERNANDEZ
ADMINISTRATOR



DATE

Commissioners Court Agenda

2. 4. d.

Meeting Date: 04/22/2024

Brief Title: Caterpillar CS11GC Roller

Submitted For: Lilly Wilkinson, Commissioners PCT 3

From: Rachel Covarrubias, Administrative Assistant

SUBJECT:

Consideration and action on request from Lilly Wilkinson, Commissioner Precinct 3 for Road and Bridge PCT #3 to purchase a CAT CS11GC Roller for \$173,107.94 from HoltCat with the Sourcewell contract # 011723-CAT.

Attachments

2024 Cat Roller CS11GC

Sourcewell quote



DATE: Mar 20, 2024
QUOTE #:331725-01

SAN PATRICIO CTY PCT 3
LILLY WILKINSON

Pruski, Daryl
361.813.4170

PO BOX 1667
ODEM, TEXAS 78370-1667

One (1) New Caterpillar Inc Model: CS11GC Paving and Compaction with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: HLK048758

List Sale price	\$226,775.00
Sourcewell Discount 22% Contract # 011723-CAT	-\$49,890.50
Make Ready (final machine assembly, fuel, deliver, onsite training)	\$3,600.00
Ext Warranty 60 months 7000 hours Pwr Trn & Hyd Coverage	\$2,320.00
Additional Holt Discount	-\$10,059.32
SALE PRICE	\$172,745.18
SUB TOTAL	\$172,745.18
HET TAX (0.21%)	\$362.76
TOTAL PURCHASE PRICE	\$173,107.94

WARRANTY

Standard Warranty:	12 Month/Unlimited Hours Total Machine
Extended Warranty:	CS11_GC-12 MO/8760 HR POWERTRAIN, CS11_GC-60 MO/5000 HR POWERTRAIN + HYDRAULICS + TECH

DATE: Mar 20, 2024QUOTE #:Quote 331725-01

MACHINE SPECIFICATIONS

STOCK NUMBER: HLK048758

DESCRIPTION	REF.#
CS11 GC 01A VIB COMP	558-0882
LANE 2 ORDER	0P-9002
ENGINE, CAT C3.6	558-0890
PUMP, PROPEL, STANDARD	487-1949

DESCRIPTION	REF.#
LIGHTS, LED, HIGH OUTPUT	565-7016
CAB, STANDARD	629-2058
SEAT, CLOTH, DLX W/SEAT SWITCH	574-6724
SEAT BELT, 3" W/SWITCH - CLOTH	574-6082
SENSOR, DRIVE POWER	573-5939
PRODUCT LINK, CELLULAR PLE643	629-9653
TIRES, 23.1-26 12PR R-3	511-2048
SCRAPER, STEEL, FRONT & REAR	516-6917
OIL, HYD, STANDARD	574-6110
WINDSHIELD WASHER EMPTY	0P-1940
PROTECTION, CYLINDER ROD	0P-3940
STORAGE PROTECTION	0P-4782
INSTRUCTIONS, ANSI	603-4414
INSTRUCTIONS, ANSI - CAB	604-0110
SERIALIZED TECHNICAL MEDIA KIT	421-8926
FILM GP "MADE IN BRAZIL"	554-1057
SUN VISOR, CAB	508-1077
SENSOR, VPM W/COMPACTION CTRL	597-0106
GUARD, TRANSMISSION	508-5904
ROLL ON-ROLL OFF	0P-4505
CS11 M204 CPM	649-3843

STANDARD EQUIPMENT

POWERTRAIN

CAT turbo-charged diesel engine
with glow-plug heater
Dual element air cleaner
Fuel filter/water separator/electronic
priming pump and water indicator
Three-speed throttle lever including

ECOMODE
Single propel pump
Dual braking systems (service &
parking)
Two-speed hydrostatic transmission
Limited slip differential

ELECTRICAL

12-volt starting and charging system
alternator
Maintenance free battery - 900 CCA
Backup alarm and forward warning horn

Product link ready
Beacon ready
Working lights

OPERATOR ENVIRONMENT

Four heavy-duty isolation mounts
Platform handrails/guardrails
Power steering
Adjustable tilt-steering column
Vinyl seat
Retractable seat belt
On-board display with audible
warning alarm and interface for:
-engine coolant temperature gauge,
-engine speed gauge
-fuel level gauge
-left/right turn indicator lamp
-engine oil pressure warning
-park brake engaged lamp
-alternator charging indicator lamp

-E-stop enabled lamp
-ECO mode lamp
-vibe switch active lamp
-glow plug indicator lamp
-action lamp
-high coolant temp warning lamps
-hydraulic oil filter indicator lamp
-hydraulic oil temp warning lamp
-low fuel level warning lamp
-water in fuel warning lamp
LCD displayed showing:
-service hour meter
-voltage level
12-volt power point

COOLING

Premixed 50% concentration of extended
life coolant with freeze protection

to -37C (-35F)

DRUMS

Smooth drum
2134 mm (84") wide x 1535 mm (60.4")
diameter

Dual amplitude with dual frequency
Dual, pod-style eccentric weight
housings

OTHER STANDARD EQUIPMENT

Locking steel engine enclosure
Sealed-for-life hitch bearings
Sight gauges:

Fuel tank with lockable cap
Quick connect hydraulic pressure test
ports

- coolant level
- hydraulic oil level
- air filter restriction

Articulated frame with safety lock
Transport tie-down and lift points

SOS ports:

- engine
- hydraulic
- coolant

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Commissioners Court Agenda

2. 4. e.

Meeting Date: 04/22/2024

Brief Title: Agreement/Release between San Patricio County and the City of Taft

Submitted For: Sonia Lopez, Commissioner PCT 1 **From:** Linda Gaitan, Comm PCT 1 Admin

SUBJECT:

Consideration and Action on request from Gabriel Arroyo, Environment Health with Sonia Lopez, Commissioner Pct 1 on Agreement and Release of Liability Between San Patricio County and the City of Taft to host a two-day countywide tire disposal/clean-up on April 26 & 27, 2024 at 501 Industrial St., Taft, Texas 78390. This will be opened to all San Patricio County residents in conjunction with the City.

Attachments

Agreement Release of Liability between SPC and City of Taft 2024

Clean Up Fliers

State of Texas

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Commissioners Court
County of San Patricio

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AGREEMENT AND RELEASE OF LIABILITY
BETWEEN
SAN PATRICIO COUNTY AND CITY OF TAFT

This Agreement and Release of Liability ("Agreement") is made between the County of San Patricio, Texas (the "County"), a political subdivision of the State of Texas, and City of Taft (the "City") of San Patricio County, Texas. The Agreement commences on approval by the Commissioners Court of San Patricio County and the City of Taft and terminates on May 3, 2024.

Whereas, there exists an interest in fostering the cooperative relations between the County and the City; and

Whereas, the Commissioners Court will be accepting the use of City property to aid in tire collection and cleanup pursuant to the Texas Transportation Code, Chapter 251; and

Whereas, the Commissioners Court possess the legal authority to authorize such improvements, such as scheduled tire cleanup, and may enter into an agreement if the Commissioners Court enters into an agreement of release of liability regarding the donations pursuant to Texas Transportation Code, Chapter 251; and

Whereas, the City possesses the legal authority to authorize such improvements, such as scheduled tire cleanup, and may enter into an agreement if the City enters into an agreement of release of liability regarding the donations pursuant to Texas Transportation Code, Chapter 251.

NOW, THEREFORE, BE IT AGREED BY THE COUNTY OF SAN PATRICIO, TEXAS AND THE CITY:

1. Description of Project. The project includes San Patricio County Environmental Health Department and Precinct One hosting a two-day countywide tire disposal/ clean up that will be opened to all San Patricio County residents in conjunction with the City. This event to take place on Friday, April 26, 2024 and Saturday, April 27, 2024, at the Taft Citizen Collection Station located at 501 Industrial Street, Taft, Texas 78390 (this "Event"). Residents will be able to dispose of 8 unwanted tires (no rims) for free. Any additional tires will be charged \$2 per tire, up to a total of 20 tires per household.

2. Agreement. The City agrees to donate labor and time in loading tires into a semi-trailer truck. City also agrees to the use of the Taft Citizen Collection Station located at 501 Industrial Street, Taft, Texas 78390 for the Event. The County will provide any necessary equipment and materials for this project.
3. Release of Liability Regarding Donation. The City, individually and as a group, agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE CITY'S VOLUNTEER LABOR OR ASSISTANCE IN AIDING DURING THIS EVENT.
4. Compliance with Laws. The City and County will comply with applicable laws.
5. Approval by Governing Body. County represents this Agreement has been duly passed and approved by the Commissioners Court.
6. Insurance and Indemnification. The County shall maintain at all times during the term of this Agreement, at its sole cost and expense, commercial general liability insurance covering all risks of loss and for equipment furnished by the County.

Nothing herein shall be deemed in any manner to constitute a waiver of any immunity or affirmative defense, which may be asserted by the County pursuant to law. Nor shall this provision be in any manner constructed to create a cause of action for the benefit of any person not a party to the contract or to create any rights for the benefit of a person not a party to contracts not otherwise existing at law.

7. Notices. Notices under this Agreement shall be addressed to the parties as indicated unless changed by written notice to such effect and shall be effected when delivered or when deposited in the U.S. Mail, post prepaid, certified, return receipt requested:

SAN PATRICIO COUNTY

The Honorable David Krebs
County Judge
1301 E. Sinton St, Suite C
Sinton, Texas 78387

CITY

The City of Taft
230 Green Ave
Taft, TX - 78390

8. Performance. This agreement shall be performed in San Patricio County, Texas, and shall be interpreted according to laws of the State of Texas.
9. Term. This agreement will terminate on May 3, 2024.
10. Entire Agreement. This agreement represents the entire Agreement between the parties and may not be modified by any oral agreements or understandings. Any amendments must be made in writing and signed by both parties on or prior to the project date.
11. Assignment. This Agreement shall be binding on and inure to the benefit of the parties to

this Agreement and their respective successors. This Agreement may not be assigned by any party without the written consent of the other party.

12. Effective Date. Execution to be effective as of the last execution date set forth below.

EXECUTED by City on the 16th day of April, 2024.

By: Andrea Gomez

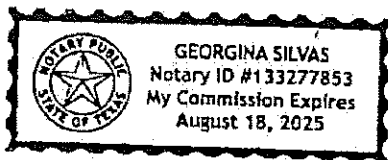
THE STATE OF TEXAS

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COUNTY OF SAN PATRICIO

This document was acknowledged before me by Andrea Gomez

April on 16, 2024.



Georgina Silvas
Notary Public, State of TX

My Commission Expires:

Aug. 18, 2025

EXECUTED by the County of San Patricio on the 16 day of April 2024.

COUNTY OF SAN PATRICIO

By: David Krebs, County Judge

ATTEST:

Gracie Alaniz-Gonzales, County Clerk

COMMUNITY CLEAN UP

Presented by:
Commissioner Lopez
SPC Environmental Health
City Of Taft

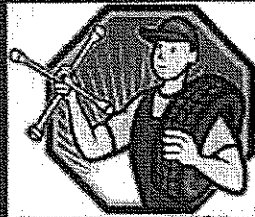
**APRIL 26TH
8AM-3PM**

**APRIL 27TH
8AM-12PM**

**501 INDUSTRIAL
TAFT, TX 78390**

Tire Drive

Limit 20
First 8 FREE
\$2/per tire
NO RIMS
Passenger ONLY



**NO
CONTRACTORS**

**FOR MORE INFORMATION PLEASE CONTACT US AT
(361) 587-3500**

Bulk Waste

ACCEPTED ITEMS

Tires (Limit 20)
Mattresses (Limit 3)
Furniture
Boxes
Small Appliances
Household Trash
TVs

Metal Recycling

ACCEPTED ITEMS

Metals (Brass, aluminum, etc.)
Bicycles
Grills
Large Appliances
Lawn Mowers
Copper of any kind
Stainless Steel

NOT ACCEPTED ITEMS

Construction materials including roofing
Concrete
Gas
Oil of any kind
Chemicals
Liquid of any kind
Paints
Batteries
Yard waste including BRUSH

Residuos a Granel

ARTICULOS ACEPTADOS

Llantas (Limite 20)
Colchones (Limite 3)
Muebles
Cajas
Electrodomesticos
Basura de casa
Televisores

Reciclaje de Metales

ARTICULOS ACEPTADOS

Metals
Bicicletes
Parrillas
Refrigeradores
Lavadoras y secadoras
Cortadores de cesp d
Acero inoxidable

NO ACEPTADA

Materiales de construcci n
Concreto
Gasolina
Aceite de cualquier tipo
Quimicos
Pinturas
Baterias
Ramas

COMMUNITY CLEAN UP

Coordinated by:
Commissioner Wilkinson
SPC Environmental Health
Edcot Co-op Gin

APRIL 26TH
8AM-3PM

APRIL 27TH
8AM-12PM

Tire Drive

Limit 20
First 8 FREE
\$2/per tire
NO RIMS
Passenger ONLY

5019 CR 2269
ODEM, TX 78370

NO
Contractors

City of Odem
and
County Residents
Welcome!!!

FOR MORE INFORMATION PLEASE CONTACT US AT
(361) 587-3500

COMMUNITY CLEAN UP

Presented by:
Commissioner Lopez
SPC Environmental Health
City Of Taft

APRIL 26TH
8AM-3PM

APRIL 27TH
8AM-12PM

501 INDUSTRIAL
TAFT, TX 78390

Tire Drive

Limit 20
First 8 FREE
\$2/per tire
NO RIMS
Passenger ONLY



NO
CONTRACTORS

FOR MORE INFORMATION PLEASE CONTACT US AT
(361) 587-3500

Bulk Waste

ACCEPTED ITEMS

Tires (Limit 20)
Mattresses (Limit 3)
Furniture
Boxes
Small Appliances
Household Trash
TVs

Metal Recycling

ACCEPTED ITEMS

Metals (Brass, aluminum, etc.)
Bicycles
Grills
Large Appliances
Lawn Mowers
Copper of any kind
Stainless Steel

NOT ACCEPTED ITEMS

Construction materials including roofing
Concrete
Gas
Oil of any kind
Chemicals
Liquid of any kind
Paints
Batteries
Yard waste including BRUSH

Residuos a Granel

ARTICULOS ACEPTADOS

Llantas (Limite 20)
Colchones (Limite 3)
Muebles
Cajas
Electrodomesticos
Basura de casa
Televisores

Reciclaje de Metales

ARTICULOS ACEPTADOS

Metals
Bicicletes
Parrillas
Refrigeradores
Lavadoras y secadoras
Cortadores de césped
Acero inoxidable

NO ACEPTADA

Materiales de construcción
Concreto
Gasolina
Aceite de cualquier tipo
Químicos
Pinturas
Baterías
Ramas

Commissioners Court Agenda

2. 4. f.

Meeting Date: 04/22/2024

Brief Title: Agreement/Release between San Patricio County and the Owner of the Cotton Gin

Submitted For: Lilly Wilkinson, Commissioners PCT 3

From: Tricia Astin, County Judge Court Coordinator

SUBJECT:

Consideration and Action on request from Gabriel Arroyo, Environment Health with Lilly Wilkinson, Commissioner Pct 3 on Agreement and Release of Liability Between San Patricio County and the owner of the Cotton Gin in Odem, TX to host a two-day countywide tire disposal/clean-up on April 26 & 27, 2024 at 5019 CR 2269, Odem, Texas 78370. This will be opened to all San Patricio County residents.

Attachments

Clean Up Fliers

COMMUNITY CLEAN UP

Coordinated by:
Commissioner Wilkinson
SPC Environmental Health
Edcot Co-op Gin

APRIL 26TH
8AM-3PM

APRIL 27TH
8AM-12PM

Tire Drive

Limit 20
First 8 FREE
\$2/per tire
NO RIMS
Passenger ONLY

5019 CR 2269
ODEM, TX 78370

NO
Contractors

City of Odem
and
County Residents
Welcome!!!

FOR MORE INFORMATION PLEASE CONTACT US AT
(361) 587-3500

COMMUNITY CLEAN UP

Presented by:
Commissioner Lopez
SPC Environmental Health
City Of Taft

APRIL 26TH
8AM-3PM

APRIL 27TH
8AM-12PM

501 INDUSTRIAL
TAFT, TX 78390

Tire Drive

Limit 20
First 8 FREE
\$2/per tire
NO RIMS
Passenger ONLY



NO
CONTRACTORS

FOR MORE INFORMATION PLEASE CONTACT US AT
(361) 587-3500

Bulk Waste

ACCEPTED ITEMS

Tires (Limit 20)
Mattresses (Limit 3)
Furniture
Boxes
Small Appliances
Household Trash
TVs

Metal Recycling

ACCEPTED ITEMS

Metals (Brass, aluminum, etc.)
Bicycles
Grills
Large Appliances
Lawn Mowers
Copper of any kind
Stainless Steel

NOT ACCEPTED ITEMS

Construction materials including roofing
Concrete
Gas
Oil of any kind
Chemicals
Liquid of any kind
Paints
Batteries
Yard waste including BRUSH

Residuos a Granel

ARTICULOS ACEPTADOS

Llantas (Limite 20)
Colchones (Limite 3)
Muebles
Cajas
Electrodomesticos
Basura de casa
Televisores

Reciclaje de Metales

ARTICULOS ACEPTADOS

Metals
Bicicletes
Parrillas
Refrigeradores
Lavadoras y secadoras
Cortadores de césped
Acero inoxidable

NO ACEPTADA

Materiales de construcción
Concreto
Gasolina
Aceite de cualquier tipo
Químicos
Pinturas
Baterías
Ramas

Commissioners Court Agenda

2. 4. g.

Meeting Date: 04/22/2024

Brief Title: 6KW LED LIGHT TOWER

From: Debbie Sanders, County Judge Court Administrator

SUBJECT:

Consideration and action on request from Lilly Wilkinson, Commissioner Pct 3, to purchase a 6KW LED Light Tower at corrected/updated item/price from Patriot for \$11,475.00 + Shipping/handling for San Patricio County R&B Precinct 3.

Attachments

Patriot Quote

Generac Quote

Electric Generators Quote



Search products...

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Parts Quote

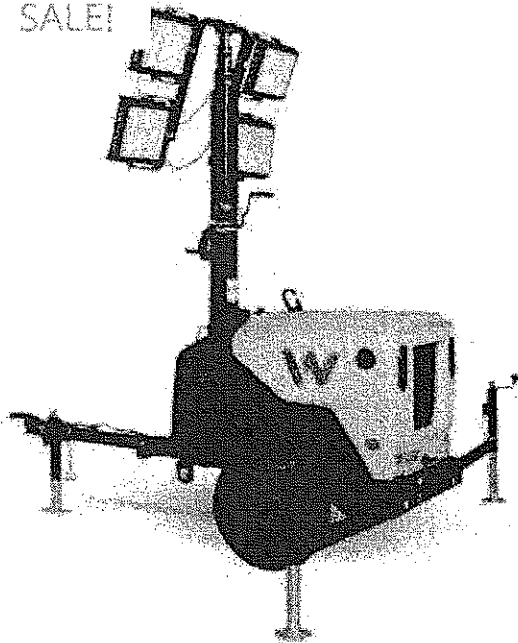
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SALE!



Wacker Neuson LTT6 LED Light Tower

Inventory/Shipping: Ships from Mfg &
Subject to Lead Time

~~\$18,400.00~~ **\$11,475.00**

1

Add to cart

Have Questions? Call us at (866)515-7373

FINANCING OPTIONS

Manufacturer: Wacker Neuson

SKU: WN-LTT6LED Categories: [LED Lighting](#),
[Lighting](#)

Description ▾

Brochures/Specs ▾

Description

The Wacker Neuson LTT6 LED Light Tower offer a smaller footprint and long-lasting LED lamps delivering exceptional light coverage for a variety of applications.

English

lighting is needed.

Wacker is currently estimating 4-6 wks for new orders, below are a couple of options in Patriot physical stock:

Wacker Neuson LTV6L LED Light Tower with Kohler Diesel Engine #5100028693 • Patriot Contractors Equipment Sales & Supply (patriotequipment.us)

Allmand LED 6kw Night-Lite GR-Series Liquid Cooled Light Tower • Patriot Contractors Equipment Sales & Supply (patriotequipment.us)

Flat freight rate per unit at \$450 when shipped to a Commercial address with offloading by the customer. Prices are based on a prepaid wire transfer or cleared check to avoid credit card fees.

Wacker Neuson LTT4 & LTT6 LED Light Tower Brochure (click for pdf)

Performance

- Powered by fuel efficient Kohler engine.
- Adjustable vertical mast extends 23 feet and rotates 360 degrees for flexible lighting
- Auxiliary power for onsite power needs such as hand tools, small pumps and heaters
- User-friendly, Deep Sea controller with auto start function

Efficiency

- * Long lasting LED lights, instant on/off, no maintenance
- Large fuel tank with long run times, reduces refueling
- Compact design is ideal for outdoor events
- Small footprint and foldable tongue allows 24 units/54 foot trailer or 22 units/48 foot trailer
- Standard fork pocket and lift eye for easy placement
- Options include light diffusers, cold weather package, power winch, telematics, hitch selections

Maintenance

- 1,000 hour oil change intervals
- Wide opening hood allows easy access to all service points

Picture is for reference only.

Related products

Wacker Neuson LTW8K Light Tower

Contact Us for Best Pricing

[See Details](#)

Multiquip GB43SC Globug Light Cart-Metal Halide

Contact Us for Best Pricing

[See Details](#)

Multiquip GBC GloBug Light Cart-Metal Halide

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Sales: Ext 2

Calls are answered Mon - Friday 7am - 8pm

Sat & Sun 9am - 5pm

(Eastern Time)

 **English**

Email: info@patriotequipment.us

Sales & Support

Main Phone: 412-447-5400

US Toll Free: 866-515-7373

Sales: Ext 2

Calls are answered **Mon - Friday 7am - 8pm**

Sat & Sun 9am - 5pm

(Eastern Time)

Parts Department

Main Phone: 412-447-5400

US Toll Free: 866-515-7373

Parts: Ext 1

Calls are answered **Mon - Friday 8am - 5pm**

Visit Us!

Patriot Contractors Equipment Sales and Supply

1746 Butler Pike (Rt. 258 North)

Grove City, PA 16127

Hours: Monday - Friday 8am - 5pm

[Terms & Conditions](#) [Privacy Policy](#)

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Mary Gurrola

From: tim@patriotequipment.us
Sent: Wednesday, April 17, 2024 8:42 AM
To: Mary Gurrola
Subject: Wacker new LED
Attachments: Wacker Neuson LTT4 & LTT6 Light Tower Lit - 2024.pdf

Mary,

Below is the current pricing on Wacker's new and lowered cost LED. Specs are attached for the LTT6 w LED's.

\$11,475 plus freight \$400 with offloading by the customer = \$11,875

<https://patriotequipment.us/product/wacker-neuson-ltt6-led-light-tower/>

Thank you,



1746 Butler Pike (Rt. 258 N), Grove City, PA 16127

Tim Underwood
Owner

Main # - 412.447.5400 x 5

If the above contains any pricing/quotes they are valid for no more than 15 days unless otherwise specified.

*\$750.00
difference from
the \$11,125.00
approved.*



Search ...



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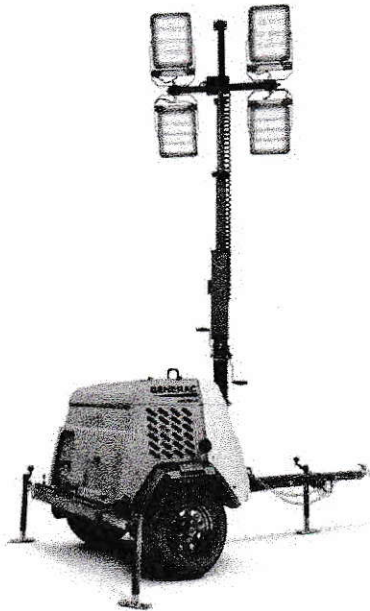
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Generac Mobile Products Kubota 6kW 23 ft Vertical Mast Mobile LED Light Tower

SKU# MLT6SKDS-STD

0.0 No Reviews [Write the First Review](#)



✓ Available to Order

📍 Delivery to - 78387 - Est. Arrival Mon Apr 8 - Mon Apr 15 [Edit Location](#)

🇺🇸 Made In USA

🚚 Free Freight Shipping (Truck freight shipping to lower 48)

⚠️ Item requires special handling, additional charges may apply

🛡️ Acme Tools Guarantee

\$13,395.00

- 1 +

+ ADD TO CART

🔒 Secure Checkout

DON'T FORGET



Metrolite Light Tower
Electric LED with Multi-...
SKU# ELT-4320

\$7,395.00

+ ADD TO CART



Chicago Pneumatic 23'
160W CPLT E3 LED Electr...
SKU# 8170023364

\$5,695.00

+ ADD TO CART



Greenlee 11 Ton Hydraulic
Knockout Kit with Hand...
SKU# 73095B

\$1,705.20

+ ADD TO CART



Marshalltown 4 x 20in
Steel Spred-Kretes Place...
SKU# 826M

\$15.99

+ ADD TO CART



Billy Goat Leaf Blower
Push Walk Behind...
SKU# FT402V

\$2,475.00

+ ADD TO CART





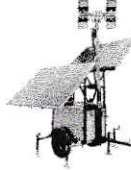









Milwaukee Jobsite
Earbuds Foam Ear Tip Ki...
SKU# 49-16-0104

\$14.99

+ ADD TO CART

YOU MAY ALSO LIKE

 <p>Metrolite Light Tower Electric LED with Multi-...</p> <p>SKU# ELT-4320</p> <p> Free Freight</p> <p>\$7,395.00</p> <p>+ ADD TO CART</p>	 <p>Chicago Pneumatic 23' 160W CPLT E3 LED Electr...</p> <p>SKU# 8170023364</p> <p> Free Freight</p> <p>\$5,695.00</p> <p>+ ADD TO CART</p>	 <p>Progress Solar Solution Mobile Solar Powered...</p> <p>SKU# SLT 1400</p> <p> Free Freight</p> <p>\$25,495.00</p> <p>+ ADD TO CART</p>	 <p>Milwaukee M18 ROCKET Dual Pack Tower Light...</p> <p>SKU# 2120-80</p> <p> Free Shipping</p> <p>\$499.99</p> <p>+ ADD TO CART</p>	 <p>Greenlee 11 Ton Hydraulic Knockout Kit with Hand...</p> <p>SKU# 7309SB</p> <p> Free Shipping</p> <p>\$1,705.20</p> <p>+ ADD TO CART</p>	 <p>Marshalltown 4 x 20in Steel Spred-Kretes Place...</p> <p>SKU# 826M</p> <p>\$15.99</p> <p>+ ADD TO CART</p>	 <p>Billy Goat L Push Walk</p> <p>SKU# F1402V</p> <p> Free Fre</p> <p>\$2,475.1</p> <p>+ A</p>
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DESCRIPTION
FEATURES
SPECIFICATIONS
CUSTOMER REVIEWS

DESCRIPTION

Generac Mobile Products Kubota 6kW 23 ft Vertical Mast Mobile LED Light Tower

The newest member of the MLT6 light tower family is our most affordable LED diesel light tower to date. With a low acquisition cost and low maintenance requirements, the MLT6SMDS/MLT6SKDS LED light tower provides many of the benefits of our popular MLT6SMD LED tower, but with a simplified controller interface and single-speed Mitsubishi or Kubota engine.

California Proposition 65 Warning.

- FEATURES
- 188000 total lumens, Coverage: 25068 Ft.2 (1840 m2) at 0.5 Ft.c, Set up in one minute
 - Ergonomic, 2-handled manual winch standard; electric winch option, Simple, easy-to-use controls
 - Rear hood with gas-assisted pistons provides ease of access for maintenance, 750 Hr (Kubota) and 1000 hour (Mitsubishi) oil service interval, Hitch allows for easy towing and transportation
 - Durable LED lights have a life expectancy of 10 years, with a 5-year limited warranty, Available with standard or diffuse LEDs, Poly enclosure is impact-resistance and easy to clean
 - Each 320W LED fixture can be switched on and off independently, Convenience outlets offer up to 6kW of auxiliary power for electronics and small tools, 359-Degree rotational mast for total illumination on-site
 - Single speed Mitsubishi or Kubota engine offers excellent fuel efficiency, Efficient LED modules consume minimal power
 - Instant-on LED lights allow for faster startups, no waiting for warm-up, cool-down or restrike, Ground-adjustable fixtures for easy and safe lighting adjustments
 - Compact design allows transport of up to 17 towers on a 48 In. flatbed truck, CSA Approved
 - 172,200 total lumens
 - Coverage: 19,526 ft2 (1,840 m2) at 0.5 ft-c

SPECIFICATIONS

Brand Name	Generac Mobile Products	Assembled Weight (lbs)	1350
Bulb Count	4	Bulb Type	LED
California Proposition 65 Warning Required	Yes	Capacity	Fuel: 39.9 Gal
Country of Origin	United States	CSA Certified	Yes
Cylinder Count	3	Engine	Kubota® D1005 EPA Final Tier 4
Fuel Type	Diesel	Horsepower (hp)	Prime: 11.7HP, Standby: 13.1HP
MFG Part # (OEM)	MLT6SKDS-STD	Package Contents	MLT6 LED Light Tower
Package Depth	118	Package Height	101
Package Weight	1351	Package Weight (lbs)	1351
Product Condition	New	Rotates	Yes
Surged Wattage	6000	Tank Capacity (lbs)	332
UPC	413006000804	Voltage	120/240
Wattage (W)	6000		

CUSTOMER REVIEWS

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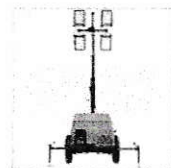
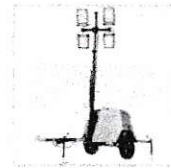
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Home Shop by Brand Generac *MLT6SKDS-STD4*



Generac Mobile 6kW Tower w/ Kubota Engine & LED Lights

Model: MLT6SKDS-STD4

GENERAC

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Generac Mobile 6kW Towable Diesel Vertical Mast LED Light Tower w/ Kubota Engine & Electric Winch

Model: **MLT6SKDS-STD4**

GENERAC

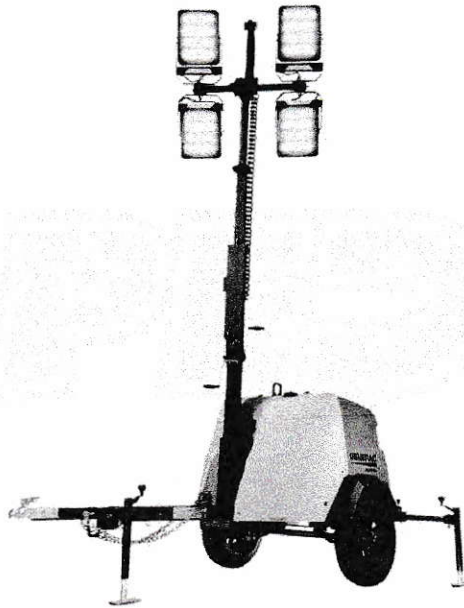


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1 of 3

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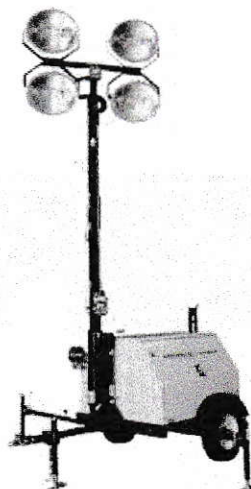


Generac MLT4060MV-STD - 6kW
Towable Diesel Vertical Mast

☆☆☆☆☆ (0)

\$15,499.00

[View Details](#)



Generac MLT4060KV-STD - 6kW
Towable Diesel Vertical Mast

☆☆☆☆☆ (0)

\$16,399.00

[View Details](#)

Ge
To

☆☆

\$1



Chat with an Expert

Commissioners Court Agenda

2. 4. h.

Meeting Date: 04/22/2024

Brief Title: Consideration and Action to approve an Interlocal Agreement between SPC R&B1 and the City of Sinton

Submitted For: Sonia Lopez, Commissioner PCT 1

From: Linda Gaitan, Comm PCT 1 Admin

SUBJECT:

Consideration and Action on a request from Sonia Lopez, Commissioner, Precinct 1 for an Interlocal Agreement between SPC R&B1 and the City of Sinton. R&B1 will provide labor and equipment to recondition City streets and parking areas and to commence upon approval and terminating on December 31, 2024.

Attachments

Interlocal Agreement RandB1 and City of Sinton Road Reconditioning 2024

J-24

INTERLOCAL COOPERATION AGREEMENT

THE STATE OF TEXAS 8

8

COUNTY OF SAN PATRICIO 8

WHEREAS, this Interlocal Cooperation Agreement is made between the County of San Patricio ("County"), a political subdivision of the State of Texas, and the City of Sinton ("City"), Texas and a political subdivision of the state of Texas commencing on approval by both governing bodies and terminating on December 31, 2024; and

WHEREAS, the City of Sinton, Texas is desirous of reconditioning streets and parking areas; and

WHEREAS, San Patricio County, Road and Bridge, Precinct 1 is willing and able to render labor, equipment and other services necessary to recondition City streets and parking areas without interfering with the normal operations of said Precinct and with approval of the County Commissioner of Precinct 1; and

WHEREAS, the City is willing and able to compensate the County by furnishing water for the City road work or providing overnight parking at no cost for County equipment and the County is satisfied that said compensation is fair and in the best interest of the public; and

WHEREAS, there exists an interest in fostering the cooperative relations between the County and the City; and

WHEREAS, both the County and the City possess the legal authority to construct such improvements and may enter into an agreement under the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, in order for the maintenance and reconditioning of City streets.

BE IT FURTHER RESOLVED that the County shall indemnify and hold harmless the City, its employees, agents, representatives and assigns from any and all claims, demands, costs, expenses (including attorney's fees and expert witness fees), liabilities and lawsuits of whatsoever kind or character arising out of or in connection with any act or omission of the County or its employees or agents during the term of this Agreement.

BE IT FURTHER RESOLVED that the City shall indemnify and hold harmless the County, its employees, agents, representatives and assigns from any and all claims, demands, costs, expenses (including attorney's fees and expert witness fees), liabilities and lawsuits of whatsoever kind or character arising out of or in connection with any act or omission of the City or its employees or agents during the term of this Agreement.

Nothing herein shall be deemed in any manner to constitute a waiver of any immunity or affirmative defense, which may be asserted by the County or the City pursuant to law. Nor shall this provision be in any manner constructed to create a cause of action for the benefit of any person not a party to the contract or to create any rights for the benefit of a person not a party to contracts not otherwise existing at law. Further, this Agreement is not a joint enterprise for the purpose of assigning or determining liability.

Passed in open court this _____ day of April, 2024.

City of Sinton, Texas:

Mayor Edward Adams

Attest:

City Secretary Cathy Duhart

San Patricio County, Texas:

David R. Krebs, County Judge

Attest:

Gracie Alaniz-Gonzales
San Patricio County Clerk

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

Commissioners Court Agenda

2. 4. i.

Meeting Date: 04/22/2024

Brief Title: Stop Loss 2024

Submitted For: Norma Rivera, Personnel

From: Norma Rivera, HR Director

SUBJECT:

Consideration and action on request from Norma Rivera, Personnel Director, for correction to contract (inclusion of Application & Policy Schedule for Group Excess Loss Insurance) with Siriuspoint America Insurance Company - Excess Loss Insurance for 2024 Stop Loss for San Patricio County employees effective January 1, 2024 through December 31, 2024 as previously approved on December 11, 2023.

Attachments

Stop Loss 2024

SIRIUSPOINT AMERICA INSURANCE COMPANY
One World Trade Center
285 Fulton Street, 47th Floor
New York, New York 10007

APPLICATION AND POLICY SCHEDULE FOR GROUP EXCESS LOSS INSURANCE

Part I Proposed Policyholder

a. Full Legal Name of Proposed Policyholder

San Patricio County

b. Address and TIN

Sinton, TX 78387

Tax Identification Number

c. Name and Title of Contact Person David Krebs, County Judge.

d. Proposed Policyholder is Executive Offices

Please describe type of entity or type of business that will own policy

e. Requested Effective Date January 1, 2024

Policy will become effective on the Requested Effective Date only if (a) all required information is provided and (b) SiriusPoint has received the initial premium on or before that date. The Policy Term will end one year after its Effective Date unless otherwise requested and agreed to by Us.

f. Eligible Persons Under Your Plan to be Covered Under This Policy

Please check all that apply

- | | |
|--|---|
| <input checked="" type="checkbox"/> Retired Employees | <input checked="" type="checkbox"/> Former Employees Continuing Coverage under COBRA or other continuation provisions of the Plan |
| <input checked="" type="checkbox"/> Disabled Employees | <input checked="" type="checkbox"/> Employees not Actively at Work on their Effective Dates |
| <input type="checkbox"/> Other – please describe _____ | |

g. Minimum enrollment ☐ Covered Units, or ☒ This Policy assumes a minimum participation level of 75% applies for all eligible enrollees under a contributory plan and 100% under a noncontributory plan (exception applies for waivers). A valid waiver is the documented election of an eligible employee to decline group coverage because they have enrolled in a Spouse's Plan, other Group Coverage, Medicare Part B, Medicaid, or TRICARE.

Part II Plan of Insurance and Premium Calculation

Please check all coverages and options for which You are applying

a. ☒ Specific Excess Loss Coverage

i. Include coverage for: ☒ Medical Plan ☒ Prescription Drug Plan

ii. Specific Deductible Amount Per Covered Person \$250,000

iii. Aggregating Specific Deductible \$100,000

Fixed dollar amount or, if greater, amount x number of Covered Persons

- iv. Specific Lifetime Maximum Unlimited Per Covered Person \$ Unlimited
- v. Specific Benefit Period maximum reimbursement per Covered Person \$ Unlimited
- vi. Specific Reimbursement Percentage 100%

- vii. Contract Basis -- Benefit Period includes reimbursement for Covered Expenses
 Incurred from 01/01/2023 through 12/31/2024
enter date enter date
 and Paid from 01/01/2024 through 12/31/2024
enter date enter date

- viii. Reimbursement for Covered Expenses Incurred before the Effective Date will be limited to
 \$ N/A per Covered Person; \$ N/A in total.

- ix. Monthly Premium Rates --
- | Per Covered Unit | Premium Rate | Number Covered |
|---|--------------|----------------|
| Employee Only | \$18.01 | 261 |
| Employee, Spouse and Dependent Children | \$48.01 | 169 |

b. ☐ **Aggregate Excess Loss Coverage – N/A**

- i. Include coverage for: ☐ Medical Plan ☐ Prescription Drug Plan
☐ Dental Plan ☐ Vision Plan

- ii. Individual Claim Limit N/A

- iii. Maximum Aggregate Reimbursement N/A

- iv. Aggregate Reimbursement Percentage N/A

- v. Contract Basis--Benefit Period includes reimbursements for Covered Expenses
 Incurred from N/A through N/A
enter date enter date
 and Paid from N/A through N/A
enter date enter date

- vi. Reimbursement for Covered Expenses Incurred before the Effective Date will be limited to
☐ \$ N/A per Covered Person; ☐ \$ N/A in total.

- vii. Monthly Aggregate Factors and Premium Rates
- | Per Covered Unit | Factor | No. Covered | Premium Rate |
|---|--------|-------------|--------------|
| Employee Only | N/A | | |
| Employee, Spouse and Dependent Children | N/A | | |

- viii. Minimum Aggregate Attachment Point N/A

Additional Options

- i. Terminal Liability Option included ☐ excluded ☒
When this Option is in effect, Monthly Aggregate Factors shown above and applicable to the full Policy Term are modified to:

Monthly Aggregate Factors

Covered Unit	Factor	PEPM Cost
Employee Only	N/A	
Employee, Spouse and Dependent Children	N/A	

- ii. Aggregate Accommodation Option included ☐ excluded ☒

Advance Threshold \$ N/A PEPM Cost: N/A

- iii. Specific Advance Reimbursement Option included ☒ excluded ☐

Minimum Advance Reimbursement \$5,000

c. Special Limitations

Minimum Annual Specific Premium is \$123,017.28.

All covered charges under the plan of benefits will be paid at 120% of Medicare or Assertacare negotiated reimbursement @ 140% of Medicare or less. Medicare threshold will be considered and administrative expense borne by the plan of benefits and will not be considered under the Excess Loss Policy.

The Policy will only reimburse expenses covered under the Plan and in accordance with the other terms of this policy for Inpatient Facility (including, but not limited to, surgical expenses, implants, inpatient Rx and PAREs), Outpatient Facility (including, but not limited to, surgical expenses and implants), Dialysis, Hospice, Home Health Care, Private Duty Nursing, Durable Medical Equipment and certain drugs covered by Medicare Part B (including, but not limited to, oral cancer, anti-clotting, ESRD, and immunosuppressant drugs).

Policy assumes there are no outliers and the RBP schedule applies to unlimited.

This Application/Schedule Policy Schedule excludes reimbursement for all Specialty Drugs. For purposes of the Excess Loss Insurance Policy, Specialty Drugs are defined as any drug where the cost to any combination of the plan of benefits and/or the plan participant of any 30 day-equivalent fill exceeds \$1250.00 or any drug billed with a HCPCS cost where the cost to any combination of the plan of benefits and/or the plan participant exceeds \$1250.00 during any 30 day period. Specialty Drugs include the supply of a drug or biological that is self-administered or administered by a healthcare professional, including but not limited to treatments that are administered orally, through inhalation, through injection, or through infusion, including immunotherapies.

Policy requires Texas waiver form 1550.054 waiving 1550.052 and 1550.053 which says stop-loss carriers may not submit a bid for a contract to provide stop-loss or other insurance coverage that is subject to any qualification imposed by the insurer that permits the insurer to modify or limit the terms of insurance coverage to be provided after the contract has been made and an insurer's bid submitted must contain the insurer's entire offer.

1550.054 says that by executing a written waiver in favor of the insurer, a municipality, may waive the requirements of sections 1550.052 or 1550.053 (2).

Coverage Extension for Balance Bill Disputes

In the event that:

1. Covered Expenses are Paid for a Covered Person due to, and consistent with, the Plan's decision to pay additional benefits from the Plan to resolve a balance bill dispute; and
2. Such Covered Expenses are Paid after the last Paid date provided in the Benefit Period,

then the Benefit Period to pay such Covered Expenses will be extended to include the payment of such Covered Expenses provided:

1. The Covered Expenses are not eligible for payment under any other coverage; and
2. The Covered Expenses are otherwise payable under the terms of the Policy.

When Covered Expenses are Paid pursuant to the terms and conditions of this provision, the Covered Expenses will relate back to the Benefit Period in which they were Incurred and will be excluded from payment under any other policy issued by Us.

If the Policyholder terminates the Policy for any reason prior to the end of the Policy Term, this provision will be void.

Part III Administrative Information

- a. Your Third-Party Administrator (TPA) is Centivo, 335 Madison Ave., New York, NY 10017
- b. Your Preferred Provider Organization(s) (PPO) are RBP+20% or Assertacare negotiated reimbursement @ 140% of Medicare of less.
- c. Your Utilization Review Agent(s) is/are _____
- d. Your Agent of Record is Gillian Printon
- e. Your Initial Premium Deposit \$12,814.30
Amount submitted with this application

Part IV Acknowledgements and Signatures

- a. **Plan Provisions** Applicant attests that the Plan Document provided to Us includes at least the following provisions:
- i. **Employees** – definition, including minimum qualifying hours worked, eligibility, effective date and HIPAA eligibility date provisions;
 - ii. **Dependents** – definition, including all age requirements, eligibility and effective date provisions;
 - iii. **Termination** – when benefits and eligibility cease, any continuation/extension of coverage provisions for leave, layoff or disability, including all applicable state and federal (COBRA) continuation requirements;
 - iv. **Transplants** – Covered Person and non-Covered Person donor benefits, recipient benefits, including any covered transportation, lodging and companion charges; and
 - v. **Exclusions** – including any expenses resulting from riot or revolt, and war, whether declared or not; or Alternative Treatments except when Medically Necessary and cost-effective compared to standard treatments.
- b. **Applicant's Acknowledgement** I, the applicant, declare, to the best of my knowledge and belief, that (i) applicant is entitled under applicable law to provide self-funded health benefits to its employees and (ii) all statements and answers in this application are true and complete. I understand and agree that (i) this Application and Policy Schedule will form part of any policy issued, (ii) no information given to or acquired by any representative of SiriusPoint will bind it, unless it is in writing on this application, (iii) no waiver or modification will bind the Company unless it is in writing and is signed by an authorized representative of SiriusPoint, (iv) Our receipt and deposit of Your initial premium does not constitute Our acceptance of liability, (v.) if You or Your TPA have misrepresented or concealed any material fact or circumstance,

including any failure to disclosure all information required, We may rescind any policy issued; and (vi) only those persons eligible under Your Plan and the terms of an issued policy will be included.

- c. **Fraud Warning** Any person who, knowingly and with intent to injure, defraud or deceive an insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information may be guilty of insurance fraud.

Dated at _____ on the _____ day of _____ 20 _____

Signed for the Proposed Policyholder

Signed by Licensed Agent

Title

Please Print Agent Name

Agent License Number and Issuing State

Proposal Prepared For
San Patricio County
Effective Date: 01/01/2024
To:
Centivo
Maren Toledo

From:
Excess Reinsurance Underwriters Agency, Inc.
Underwriter: Chris Jansen
Phone: (763) 241-1721
Email: cjansen@excessre.com
Marketer: Scott Stanton
Phone: (856) 251-2280 x141
Email: ssanton@excessre.com

11/14/2023

Proposed Policy Term: 01/01/2024 to 12/31/2024
Proposed Carrier: SiriusPoint America Insurance Company

Specific Excess Coverage

Offer #1

Covered Benefits	Med Rx
Specific Deductible	\$250,000
Specific Excess Limit Per Covered Person	Unlimited
Lifetime Reimbursement Limitation	Unlimited
Contract Basis	24/12

Specific Rates		
	Single	\$18.01
	Family	\$48.01

Aggregating Specific Deductible	\$100,000
Rate(s) Include Commissions of	0.0%

Estimated Policy Period Cost Summary

Specific Premium	\$153,772
Aggregating Specific Deductible	\$100,000
Estimated Maximum Cost	\$253,772

Plan of Benefits

Single Deductible (in/out):	current	Single Out of Pocket Max. (in/out):	current
Coinurance (in/out):	current	Mental Nervous:	current
Rx:	current/specialty exclusion		
UR/LCM:	current		
PPO(s):	RBP +20% or Asseracare negotiated reimbursement @140% of medicare or less.		
Other:	Proposal duplicates the current schedule of benefits. Proposal requires a complete copy of the current plan of benefits. Proposal also duplicates the current plan election status.		

TERMS

Our offers are based upon the assumptions, limitations, and requirements listed below.

- 1 Proposal includes RBP Shield.
- 2 All covered charges under the plan of benefits will be paid at 120% of Medicare or Cost Plus 12% whichever is greater. This offer assumes any fees associated with determining the 120% Medicare threshold will be considered and administrative expense borne by the plan of benefits and will not be considered under the Excess Loss Policy.
- 3 Offer #: This Proposal assumes that the Plan Document defines and excludes reimbursement for specialty drugs. We reserve the right to re-underwrite and modify the rates, factors and/or terms of this Proposal or the Application based on our review of the Plan Document language.
- 4 Quotes are based on 261 Single, 169 Family (430 Total Employees).
- 5 This Proposal assumes that there will be no run-in claims for any plan participant who is not eligible under the plan of benefits on the proposed Effective Date.
- 6 This Proposal is based upon the accuracy and validity of the data provided by San Patricio County or its representative who warrant that the data is accurate.
- 7 San Patricio County represents and recognizes that any Third Party Administrator and/or Broker involved in any communications with Excess Reinsurance and/or SiriusPoint America is/are at all times acting solely as the agent(s) of San Patricio County and not as the agent(s) of Excess Reinsurance or SiriusPoint America.
- 8 Your plan of benefits must be administered by an administrator approved by Excess Reinsurance.
- 9 This Proposal is valid until the Effective Date shown.
- 10 SiriusPoint America reserves the right to re-evaluate this offer if the enrollment or composition of the group changes by more than 10% between the date of this Proposal and any point during the Proposed Policy Term.
- 11 Within 15 days prior to the Effective Date SiriusPoint America requires execution of the attached Disclosure Statement whose terms are incorporated herein. SiriusPoint America reserves the right to amend the rates, deductible, terms or other conditions of this Proposal upon receipt of the completed Disclosure Statement.
- 12 A valid signed Plan Document must be received by Excess Reinsurance within 60 days of the Effective Date. Failure to provide the Plan Document may delay issuance of the Excess Loss Policy.
- 13 Final census as of the Effective Date must be received within 15 days of the Effective Date. Failure to provide the final census may delay issuance of the Excess Loss Policy.
- 14 All active full-time employees working 30 hours per week are eligible. Retirees and COBRA beneficiaries are eligible only if you have requested they be covered, and have disclosed them on the census.
- 15 This proposal assumes a minimum participation level of 75% applies for all eligible enrollees under a contributory plan, and 100% under a noncontributory plan (exception applies for waivers). A valid waiver is the documented election of an eligible employee to decline group coverage because they have enrolled in a Spouse's Plan, other Group Coverage, Medicare Part B, Medicaid, or TRICARE.
- 16 Except as noted, expenses for surcharges, taxes and fees that are, or may be, imposed on the Benefit Plan by Federal, State or local governments are not covered under the stop loss policy.
- 17 Surcharges, including those imposed by the New York Reform Act and Massachusetts Act C.47, high-risk pool charges, and/or covered lives assessments may be covered under the stop loss policy only if such expenses are considered a self-funded claim cost. Excess Reinsurance Underwriters, Inc. is not responsible for the filing and/or payment of any expense for which Excess Reinsurance Underwriters, Inc. is not directly liable, including, but not limited to, the New Hampshire Vaccine Assessment as modified by NH HB 664.

EMPLOYER/PLAN SPONSOR ACCEPTANCE

Offer/Plan Elected:

By signing below, San Patricio County acknowledges acceptance of rates and factors quoted in the Proposal for the elected offer and the terms as delineated in the TERMS section and further acknowledges that all material facts and conditions as previously stated remain unchanged. San Patricio County acknowledges that data provided by San Patricio County or its representative is accurate and complete.

Date: 12/11/2023

David Krebs

Officer's Signature

DAVID KREBS COUNTY JUDGE

Print Name & Title

EXCESS REINSURANCE UNDERWRITERS AGENCY, INC.
SIRIUSPOINT AMERICA INSURANCE COMPANY
Plan Sponsor Disclosure Statement and Contract Addenda

Group Name: San Patricio County

Before Excess Reinsurance Underwriters Agency, Inc. ("Excess Re") issues an Excess Loss Policy on behalf of SiriusPoint America, Excess Re requires San Patricio County to disclose details on all individuals and Covered Persons who meet any of the following criteria: (Covered Person means employee, dependent, retiree, COBRA beneficiary, or any current or former employee or their dependents who are within the COBRA election period at the time this Disclosure Statement is signed).

1. Covered Persons who incurred charges over 50% of the Specific Deductible during the 12 months preceding the requested effective date, regardless of whether such charges were paid, pending or denied by San Patricio County, and/or Covered Persons who are expected to incur charges in excess of 50% of the Specific Deductible in the next 12 months.
 2. Covered Persons who are currently confined in a hospital or other institution, or who have been confined in a hospital or other institution within the earlier of one month before the effective date or one month before the signing of this Disclosure Statement.
 3. Employees who are absent from work due to illness or injury on the date this report is signed and any Covered Person who is disabled on the date this report is signed.
 4. Covered Persons who have a known diagnosis which might be expected to lead to a specific reimbursement and Covered Persons who have been diagnosed with any of the conditions listed on the attached pages.
 5. Covered Persons who have elected COBRA including date and nature of qualifying event.
 6. Covered Persons for whom a Prior Authorization or a Pre-Certification or a Step Therapy Request for any Cell or Gene Therapy treatments including, but not limited to, those used for adult B-cell non-Hodgkin's lymphoma, childhood acute lymphoblastic leukemia, spinal muscular atrophy, or retinal degeneration, or any Covered Person who is expected to initiate or complete a course of treatment with ABECMA (idecabtagene vicleucel), BREYANZI (lisocabtagene maraleucel), KYMRIAH (tisagenlecleucel), LUXTURN A (voretigene neparvovec-rzy), PROVENGE (sipuleucel-T), TECARTUS (brexucabtagene autoleucel), YESCARTA (axicabtagene ciloleucel) or ZOLGENSMA (onasemnogene apearvovec-xio).
- If submitting attachments, please specify the title of the attachment and number of pages attached.

Name	EE/Dependent	COBRA	EE/Dependent	Birth Date	Date Disabled	Nature of Disability/ Diagnosis	Current Status & Prognosis	Benefits Paid or Due (\$)

San Patricio County warrants the above list is true, complete and accurate, and that nothing has been omitted. San Patricio County acknowledges that if subsequent information becomes known which if known prior to the effective date of this policy would have affected the rates, deductibles, terms or conditions for coverage hereunder, SiriusPoint America has the right to revise the rates, deductibles, terms or conditions as of the effective date. San Patricio County further warrants that in order to complete this Disclosure Statement it has consulted with its Insurer, TPA, Broker, Human Resources Department, Pre-Certification Vendor, Large Case Management Vendor, Disease Management Vendor and Utilization Review Vendor to ensure that the information provided in this Disclosure Statement is accurate and complete. San Patricio County acknowledges and agrees that previously or subsequently submitted documentation (e.g. a "50% Notice" or claim filing) does not satisfy or alter the need to complete this Disclosure Statement or the consequences of failing to disclose a Covered Person or individual that should have been listed on this form. San Patricio County further acknowledges, understands and agrees that this information will be used by Excess Re and SiriusPoint America in evaluating and determining the acceptability of San Patricio County's risk and that no coverage shall be provided for any charges incurred by a person listed on this form unless specifically agreed to in writing by Excess Re. If claims are submitted for any Covered Persons or individuals who meet the criteria as outlined above in numbers 1 through 6 as of the date this statement is executed and this Covered Person or individual was not disclosed to Excess Re on this form, then no coverage will be provided for charges incurred by that Covered Person or individual by SiriusPoint America.

Plan Sponsor: San Patricio County
Address: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date of this Statement: _____

David R. Krebs
DAVID R. KREBS
COUNTY JUDGE
12.11.2023

EXCESS REINSURANCE UNDERWRITERS AGENCY, INC.
SIRIUSPOINT AMERICA INSURANCE COMPANY
Plan Sponsor Disclosure Statement and Contract Addenda

Please list all Plan Participants who have been diagnosed with or treated for any of the ICD-10-CM codes listed under the following categories during the current Benefit Period:

A00-B99
A00-A15.9 Tuberculosis
A40-A46 Septicemia
B20 AIDS/HIV
B15-B19.9 Viral Hepatitis
B59 Pneumocystosis, Pneumocystis Carinii Pneumonia
B97.29 Other Coronavirus as the Cause of Diseases Classified Elsewhere

C00-D49
C00-C14.8 **Neoplasms**
Malignant Neoplasm of Lip, Major Salivary, Glands, Gum, Mouth, Oropharynx, Nasopharynx, and/or Hypopharynx
C15-C15.9 Malignant Neoplasm of Esophagus
C16-C16.9 Malignant Neoplasm of Stomach
C18-C18.9 Malignant Neoplasm of Colon
C19-C21.8 Malignant Neoplasm of Rectum
C22-C22.9 Malignant Neoplasm of Liver
C23-C25.9 Malignant Neoplasm of Pancreas
C32-C32.9 Malignant Neoplasm of Larynx
C33-C34.92 Malignant Neoplasm of Lung
C40-C40.92 Malignant Neoplasm of Bone
C50-C50.92 Malignant Neoplasm of Female Breast
C46-C46.9 Kaposi's Sarcoma
C51-C55 Malignant Neoplasm of Uterus or Cervix
C56.1-C57.4 Malignant Neoplasm of Ovary
C61 Malignant Neoplasm of Prostate
C62-C62.92 Malignant Neoplasm of Testis
C64-C68.9 Malignant Neoplasm of Bladder, Kidney, Urinary
C71-C71.9 Malignant Neoplasm of Brain
C72-C72.9 Malignant Neoplasm of Nervous System
C75-C75.9 Malignant Neoplasm of Endocrine Glands
C76-C76.8 Malignant Neoplasm of Other Ill-Defined Sites
C77-C77.9 Secondary Malignant Neo. Lymph Nodes
C78-C78.89 Secondary Malignant Neo. Respiratory and Digestive Systems
C79-C79.9 Secondary Malignant neo. Other Specified Sites
C81-C96.9 Lymphoma and/or Leukemia
D46 Myelodysplastic Syndromes
D37-D38.6 Neoplasm Uncertain Behavior
D49.2 Neoplasm Unspecified Nature - Bone, Skin

D50-D89
D56.1 **Diseases of the Blood and Blood-Forming Organs**
Beta-thalassemia who require regular red blood cell transfusions
D57-D57.819 Sickle-Cell Anemia
D59-D59.5 Acquired hemolytic anemias
D60-D60.9 Acquired pure red blood cell aplasia
D61-D61.9 Aplastic Anemia NOS
D66 - D68.4 Coagulation Defects and/or Hemophilia
D70-D77 Other Diseases of Blood and Blood-Forming Organs
D80-D89 Certain Disorders Involving the Immune Mechanism

E00-E89
E05.00-E05.90 **Endocrine, Nutritional, Metabolic, Immunity**
Thyroid eye disease - Thyroidtoxicosis
E08-E13.9 Diabetes
E66-E67.8 Obesity, Morbid obesity/Hyperalimnet
E71.52 Cerebral Adrenoleukodystrophy (CALD)
E78.01 Heterozygous familial hypercholesterolemia
E84 - E84.9 Cystic fibrosis
E88.01 Alpha-1 antitrypsin deficiency

F01-F99
F10.1 Alcohol Abuse
F11.1 Opioid Abuse
F20-F20.9 Schizophrenic Disorders
F30.1-F39 Episodic Mood Disorders
F22-F23 Delusional Disorders
F84.0 Autistic Disorder
F84.2 Rett's Syndrome
F84.5 Asperger's Syndrome

F50-F59
F50-F50.02 **Neurotic Disorders**
F50.2 Anorexia Nervosa
Bulimia

G00-G99
G00 **Diseases of the Nervous System and Sense Organs**
Bacterial Meningitis
G04 Encephalitis Myelitis and Encephalomyelitis
G06-G07 Intracranial and Intraspinal Abscess and Granuloma
G12.0-G12.9 Spinal Muscular Atrophy SMN1 gene
G12.21 Amyotrophic Lateral Sclerosis
G31-G31.9 Cerebral degenerations
G35 Multiple Sclerosis
G36 Other Acute Disseminated Demyelination
G37 Other Demyelinating Disease of Central Nervous System
G80-G80.9 Cerebral Palsy
G82.5-G82.54 Quadriplegia and Quadripareisis
G83.4 Cauda Equina Syndrome
G92 Toxic Encephalopathy
G93.1 Anoxic Brain Injury
G93.7 Reye's Syndrome
G82.2-G82.22 Paraplegia
G93.4-G93.49 Encephalopathy
G60-G71.9 Neuropathy / Myasthenia Gravis/Muscular Dystrophy

H00-H59
H35.5-H35.54 **Diseases of the eye and adnexa**
Biallelic RPE65 mutation associated retinal dystrophy (blindness)

I00-I99
I15.8 **Disease of the Circulatory System**
Malignant Hypertension
I11-I11.9 Hypertensive Heart Disease
I21-I23.8 Acute Myocardial Infarction
I24.1-I24.9 Acute and Sub acute Ischemic Heart Disease
I25.1-I25.9 Coronary Atherosclerosis (ASHD)
I26-I26.99 Acute Pulmonary Heart Disease
I27-I27.9 Chronic Pulmonary Heart Disease
I28.1 Aneurysm of Pulmonary Artery
I33-I33.9 Acute and Sub acute Endocarditis
I34-I38 Valve Disorders
I42.0-I43 Cardiomyopathy
I44-I45.9 Conduction Disorders
I46 Cardiac Arrest
I47-I49.9 Cardiac Dysrhythmias
I50-I50.9 Heart Failure
I60-I62.9 Subarachnoid/Intracerebral Hemorrhage

EXCESS REINSURANCE UNDERWRITERS AGENCY, INC.
SIRIUSPOINT AMERICA INSURANCE COMPANY
Plan Sponsor Disclosure Statement and Contract Addenda

Please list all Plan Participants who have been diagnosed with or treated for any of the **ICD-10-CM** codes listed under the following categories during the current Benefit Period:

I00-I99 I63-I66.9 I67-I69.998 I70-I72.9 I73-I99.9	Disease of the Circulatory System, Cont'd. Occlusion of Cerebral Arteries Acute Cerebrovascular Accident (CVA) Atherosclerosis / Aortic Aneurysm Peripheral Vascular Disease	N00-N99 N00-N01 N03 N04 N05-N07 N08 N17.0-N17.9 N18 N19 N20 N25.0-N25.9	Disease of the Genitourinary System Acute and Rapidly Progressive Nephritic Syndrome Chronic Nephritic Syndrome Nephrotic Syndrome Nephritis and Nephropathy Glomerular Disorders in Diseases Classified Elsewhere Acute Renal Failure Chronic Renal Failure Renal Failure, Unspecified Calculus of Kidney & Ureter Disorders resulting from impaired renal function	S00-T88 S02 S06 S07 S08 S12-S13 S14.0-S14.15 S22.0 S24 S25 S26 S32.0-S32.2 S34 S35 S36-S37 S48 S58 S68.4-S68.7 S78 S88 S98 T07 T30-T32 T81.11-T81.12 T82 T83-T85 T86 T87 T88	Injury and Poisoning Fracture of Skull and Facial Bones Intracranial Injury Crushing Injury to Head Avulsion and Traumatic Amputation of Part of Head Fracture and Injuries of Cervical Vertebra and Other Parts of Neck Injury of Nerves and Spinal Cord at Neck Level Fracture of Vertebral Column Fracture of Vertebral Column with Spinal Cord Injury Injury of Blood Vessels of Thorax Injury of Heart Fracture of Lumbar Vertebra Injury of Lumbar and Sacral Spinal Cord and Nerves Injury of Blood Vessels of Abdomen, Lower Back, and Pelvis Injury of Intra-Abdominal Organs Traumatic Amputation of Shoulder and Upper Arm Traumatic Amputation of Elbow and Forearm Traumatic Amputation of Hand at Wrist Level Traumatic Amputation of Hip and Thigh Traumatic Amputation of Lower Leg Traumatic Amputation of Ankle and Foot Unspecified Multiple Injuries Burns and Corrosions of Multiple Body Regions Post Procedural Cardiogenic and Septic Shock Complications of Cardiac and Vascular Prosthetic Devices, Implants, and Grafts Complications of Prosthetic Devices, Implants, and Grafts Complications of Transplanted Organs and Tissue Complications of Reattachment and Amputation Other Complications of Surgical and Medical Care, Not Elsewhere Classified
J00-J99 J12-J18.9 J42-J44.9 J84-J84.9 J96-J99	Disease of the Respiratory System Pneumonia Chronic Obstructive Pulmonary Disease (COPD), etc. Post-inflammatory Pulmonary Fibrosis Respiratory distress/failure	Q00-Q99 Q00-Q09A O11 O14.0-O14.93 O60.0-O60.14X9 O24.0-O24.93 O30.0-O30.93 O31 O34.0-O34.93 O44.0-O44.13	Complications of Pregnancy, Childbirth High-Risk Pregnancy Pre-Existing Hypertension with Pre-Eclampsia Eclampsia, Pre-eclampsia Premature Labor Gestational Diabetes Multiple Gestation Other Complications Specific to Multiple Gestations Cervical Incompetence Placenta Previa	P00-P99 P07 P10-P15 P19 P23-P28 P29 P36 P52-P53 P77 P91	Conditions Originating in the Perinatal Period Disorders of Newborn Related to Short Gestation and Low Birth Weight Birth Trauma Fetal Distress Other Respiratory Conditions of Newborn Cardiovascular Disorders Originating in the Perinatal Period Bacterial Sepsis of Newborn Intracranial Hemorrhage of Newborn Necrotizing Enterocolitis of Newborn Other Disturbances of Cerebral Status Newborn
K00-K99 K22 K25-K28 K31 K50-K50.919 K51-K51.914 K55-K64 K56-K56.7 K57-K57.93 K65-K67 K68-K68.9 K70-K74.69 K75-K75.9 K76-K77 K83 K85-K86.9 K92-K92.9	Disease of the Digestive System Esophageal Obstruction Ulcers Other Diseases of Stomach & Duodenum Regional Enteritis (Crohn's Disease) Ulcerative Colitis Diseases of Intestine Intestinal Obstruction Diverticulitis of Colon Peritonitis Other Disorders of Intestine Liver Disease and Cirrhosis Other Sequela of Chronic Liver Disease Other Liver Disorders Diseases of Biliary Tract Pancreas Diseases Gastrointestinal Hemorrhage	R00-R99 R00-R09 R07.1-R07.9 R40-R40.236 R57-R58 R65.2-R65.21	Symptoms, Signs, and Ill-Defined Conditions Symptoms Involving Cardiovascular System Chest Pain Coma Shock, Hemorrhage Severe Sepsis	U07 U07.1 Z00-Z99 Z37.5-Z37.6 Z38.3-Z38.8 Z48-Z48.298 Z49 Z94 Z95 Z98.85 Z99.1 Z99.2	Emergency use of U07 COVID-19 Factors Influencing Health Status and Contact with Health Services Other Multiple Births, All Live born Other Multiple Births, Some Live born Encounter for Aftercare Following Organ Transplant Encounter For Care Involving Renal Dialysis Transplanted Organs and Tissue Status Presence of Cardiac and Vascular Implants and Grafts Transplanted Organ Removal Status Dependence on Respirator Dependence on Dialysis
L00-L99 L40-L40.9	Disease of the skin and subcutaneous tissue Psoriasis				
M00-M99 M05.7-M06.9 M15-M19.93 M31.1-M31.9 M32-M34.9 M40-M41.9 M43 M47-M47.9 M48-M51.9 M50 M72.6 M86-M86.9	Disease of the Musculoskeletal System and Connective Tissue Rheumatoid Arthritis Osteoarthritis Other necrotizing vasculopathies Systemic Lupus Erythematosus/Scleroderma Kyphoscoliosis and scoliosis Spondylosis Lumbosacral Spondylosis Intervertebral Disc Disorders Cervical Disc Disorder Necrotizing Fasciitis Osteomyelitis and/or Periostritis				

Commissioners Court Agenda

2. 4. j.

Meeting Date: 04/22/2024

Brief Title: Authorization for County Auditor and Human Resources Director Concerning Medical Settlements

From: Tricia Astin, County Judge Court Coordinator

SUBJECT:

Consideration and action to authorize the County Auditor and Human Resources Director in conjunction with Asserta Health to offer a settlement amount under \$5,000 to resolve outstanding charges for covered participants under the county's health insurance plan without prior Commissioners Court approval.

Commissioners Court Agenda

2. 4. k.

Meeting Date: 04/22/2024

Brief Title: Juvenile Detention Ctr Project Change No. A-2 Argio Roofing Const

Submitted For: David Krebs, County Judge

From: Debbie Sanders, County Judge Court Administrator

SUBJECT:

Consideration and action on request from John Doria, Buildings & Yards, for Change No. A-2 for Argio Roofing & Construction LLC Contract for Juvenile Detention Center Roof Replacement project for crediting back Contingency Allowance to San Patricio County.

Attachments

Argio Roofing & Const Change No A2



ALLOWANCE CHANGE DIRECTIVE

PROJECT

Juvenile Detention Center
Roofing Replacement
San Patricio County
Sinton, Texas

CHANGE NUMBER: A-2

DATE: April 15, 2024

TO CONTRACTOR

ARGIO Roofing & Construction LLC
29729 Norman Road
Rio Hondo, TX 78583

ARCHITECT'S PROJECT NUMBER: 200176-A

CONTRACT DATE: NTP Time Start - March 10, 2023

CONTRACT FOR: General Construction

ALLOWANCE CHANGE DIRECTIVE - CREDIT TO OWNER AS FOLLOWS:

The following Quantity Allowances will be credited back to the owner. These amounts were based off of numbers provided by the General Contractor in his original bid where Unit Pricing was called for. These items were not used, and the owner will not be invoiced for the following amounts shown:

1.Allowance No.1: Replacement and/or repair of Steel Decking: 100 Square ft.....	<u>SUBTRACT \$1,200.00</u>
2.Allowance No.2: Replacement and/or repair of deteriorated Wood Blocking and Nailers: 130 Board Ft.....	<u>SUBTRACT \$ 910.00</u>
3.Allowance No.3: Replacement and/or repair of deteriorated Wood Decking: 200 Square ft.....	<u>SUBTRACT \$1,500.00</u>
4.Allowance No.4: Replacement and/or repair of deteriorated Wood Fascia: 100 Board ft.....	<u>SUBTRACT \$ 700.00</u>

Total Quantity Allowance Credit..... \$4,310.00

The following Contingency Allowance remaining sum will be credited back to the owner. The General Contractor was instructed to include a Contingency Allowance of \$20,000.00 in his original bid. \$18,326.00 of this allowance was used during the course of construction. (See attached document) The remaining amount of this allowance will not be invoiced to the owner.

Total Contingency Allowance Credit..... \$1,674.00

Total Amount to be Credited Back to the Owner \$5,984.00

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER.

ARDURRA, Inc.
ARCHITECT (Firm name)

801 Navigation
Corpus Christi, TX 78408
ADDRESS

BY (Signature)
Craig E. Forsythe, R.A., A.I.A.
Regional Architectural Director
(Typed name)

04/15/2024
DATE

ARGIO Roofing & Const., LLC
CONTRACTOR (Firm name)

29729 Norman Rd.
Rio Hondo, TX 78383
ADDRESS

BY (Signature)
Rogelio Escobedo, President
(Typed name)

DATE

San Patricio County, Texas
OWNER

400 W. Sinton St.
Sinton, TX 78387
ADDRESS

BY (Signature)
David R. Krebs, County Judge
(Typed name)

DATE

Commissioners Court Agenda

3. 2. a.

Meeting Date: 04/22/2024

Brief Title: Withdrawn - T. Sanchez

From: Tricia Astin, County Judge Court Coordinator

SUBJECT:

Thomas Sanchez - Withdrawn - Document Scanner/County Auditor part-time temporary non-exempt at \$15.42 per hour effective April 2, 2024.

Attachments

PA - Empl - T. Sanchez

**SAN PATRICIO COUNTY
REQUEST FOR PERSONNEL ACTION**

Employee Name: **Thomas Sanchez**

Department: **County Auditor**

Effective Date Requested: **4/2/2024**

Action Requested

- (☒) Employment
(☐) Resignation
(☐) Termination
(☐) Salary Change
(☐) Transfer
(☐) Other:

Type of Employment

- (☐) Full Time
(☒) Part Time

Total Hours per week

- (☐) Regular
(☒) Temporary

Not to exceed

- (☒) Non-Exempt

RECOMMENDED

Title: _____
Grade: _____
Salary: _____

REQUESTED

Title: Document Scanner
Grade: _____
Salary: \$15.42 per hour
Budget Code 010-540-115

Reason for action taken: _____

Remarks: _____

Signature of Elected Official/Dept. Head

3/27/2024
Date

CERTIFICATION BY HUMAN RESOURCES DEPARTMENT

- (☐) Application for Employment
(☐) Driver Record Check

- (☐) Pre-Employment Physical Passed
(☐) Drug Test Passed

Signature of Human Resources Director

3/27/2024
Date

COMMISSIONER'S COURT ACTION

- (☐) Recorded

Effective Date: _____

Other action: _____

Signature of Elected Official

Date

Commissioners Court Agenda

4. a.

Meeting Date: 04/22/2024

Brief Title: Potential litigation

From: Debbie Sanders, County Judge Court Administrator

SUBJECT:

Discussion and consultation with attorney regarding potential litigation from former employee per request from Commissioner Yardley, Precinct 2.
