

**Hall County, Texas**  
**Regular Commissioners' Court Meeting**

October 12, 2021

BE IT REMEMBERED THAT THE HALL COUNTY COMMISSIONERS MET IN A REGULAR COMMISSIONERS' COURT MEETING on October 12, 2021 with the following members present: Ray Powell, County Judge, presiding; Ronny Wilson, Commissioner Precinct #1; Terry Lindsey, Commissioner Precinct #2; Gary Proffitt, Commissioner Precinct #3; Troy Glover, Commissioner Precinct #4; Olivia M. Fisher, County Clerk; and Pauline Johnsey, Judge's Assistant. Also, present were Teresa Altman, County Tax-Assessor Collector; Sue and Lowell Proctor; Fredia and Gene Fuston; Kay Calvert; Sandy Fuston; Jana Carpenter; Betty Jean Williams; Jake Lawrence, Capital Financing.

The meeting was called to order at 10:02 A.M.

**1. Opening prayer.**

The opening prayer was led by Pauline Johnsey.

**2. Approval of minutes of the Regular Meeting of September 13, 2021 and Called Meeting of September 24, 2021.**

Motion by Commissioner Lindsey and second by Commissioner Proffitt and It is the Order of the Court to approve the minutes of the Regular Meeting of September 13, 2021 and Called Meeting of September 24, 2021. Motion passed, unanimously.

**3. Reports.**

Reports of Treasurer, Sheriff/EMC, Road & Bridge, Tax Assessor-Collector, County & District Clerk, Justice of the Peace 1, 2, & 3, and Tax Appraisal District were presented. Extension Office and County Judge did not present a report.

**4. Approve reports.**

Motion by Commissioner Glover and second by Commissioner Wilson and It is the Order of the Court to approve the monthly reports as presented. Motion passed, unanimously.

**5. Approve payment of bills.**

Motion by Commissioner Lindsey and second by Commissioner Proffitt and It is the Order of the Court to approve the payment of the monthly bills. Motion passed, unanimously.

**6. Discuss and/or action on burn ban. (Currently OFF as of 1-11-21)**

No action taken. Burn ban remains off.

**7. Discuss and consider joining Texas Plains Trail Region at cost of \$600 annual membership.**

Motion by Judge Powell and second by Commissioner Lindsey and It is the Order of the Court to join Texas Plains Trail Region at cost of \$600 annual membership to be paid out of Contingency Funds. Motion passed, unanimously.

**8. Kay Calvert with Tri-County Meals for presentation regarding citizens and area served by the meals service.**

Presentation by Kay Calvert. No action taken.

**9. Take action on approval of 2022 Hall County Resolution for Indigent Defense Formula Grant Program.**

Motion by Commissioner Wilson and second by Commissioner Glover and It is the Order of the Court to approve the 2022 Hall County Resolution to participate in the Indigent Defense Formula Grant Program. Motion passed, unanimously. (Exhibit A)

**10. Discussion and/or action on presentation by Jake Lawrence with Government Capital Securities Corporation pertaining to issuing Certificates of Obligations as the county's portion of funding for courthouse restoration.**

Presentation by Jake Lawrence. No action taken.

**11. Discuss and authorize a Reimbursement Resolution in connection with the Hall County Courthouse Restoration Project.**

Motion by Judge Powell and second by Commissioner Glover and It is the Order of the Court to authorize a reimbursement resolution in connection with the Hall County Courthouse Restoration Project. Motion passed, unanimously. (Exhibit B)

**12. Discuss and consider and take necessary action on use of equipment, materials, purchases, county work projects, extra help or hiring of road employees on county road and bridges by Commissioner in each precinct.**

Discussion held. No action taken.

**13. Motion to rescind authorization approved in September 24, 2021 Commissioners Court meeting to utilize Grantworks as the Hall County Grant Administrator for the American Rescue Plan Act.**

Motion by Commissioner Lindsey and second by Commissioner Glover and It is the Order of the Court to rescind the authorization approved at the September 24, 2021 Commissioners Court meeting to utilize Grantworks as the Hall County Grant Administrator for the American Rescue Plan Act. Motion passed, unanimously.

**14. Discuss and consider approval of the Interlocal Governmental Cooperation contract for professional services with Panhandle Regional Planning Commission (P.R.P.C) as Hall County Grant Administrator for the American Rescue Plan Act.**

Motion by Commissioner Wilson and second by Commissioner Lindsey and It is the Order of the Court to approve the Interlocal Governmental Cooperation Contract for professional services with Panhandle Regional Planning Commission (P.R.P.C) as Hall County Grant Administrator for the American Rescue Plan Act. Motion passed, unanimously. (Exhibit C)

**15. Public Comments.**

No public comments.

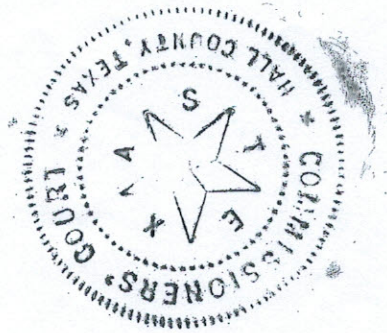
**16. Adjournment**

Motion by Commissioner Wilson and second by Commissioner Proffitt and It is the Order of the Court to adjourn at 1:00 P.M. Motion passed, unanimously.



Olivia M. Fisher

Hall County Clerk



# EXHIBIT A

## 2022 Hall County Resolution Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

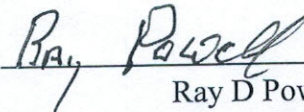
WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

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

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

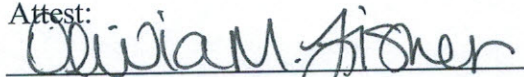
BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this 12<sup>th</sup> day of October, 2021.



Ray D Powell  
County Judge

Attest:



County Clerk

# EXHIBIT B

RESOLUTION ADOPTED BY  
HALL COUNTY REGARDING  
DECLARATION OF OFFICIAL INTENT PURSUANT TO  
SECTION 1.150-2 OF THE TREASURY REGULATIONS

WHEREAS, Hall County (the "Borrower") intends to finance the capital project described in *Exhibit A* hereto (the "Project"); and

WHEREAS, it is anticipated that the Borrower will borrow, on a tax-exempt or tax credit basis, funds (the "Obligations") for the purpose of financing the Project;

NOW, THEREFORE, BE IT:

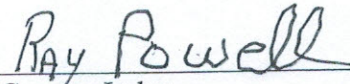
RESOLVED, that the Borrower intends that expenditures paid from its own funds for the Project will be reimbursed with proceeds of the Obligations.

RESOLVED, that the maximum principal amount of the Obligations is \$ xxx,xxx,xxx .

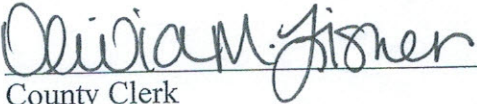
RESOLVED, that the expenditures intended to be reimbursed pursuant to this declaration include capital expenditures for the Project and costs of issuing the Obligations.

RESOLVED, that the reimbursement of expenditures contemplated by this declaration is consistent with the Borrower's present budgetary and financial circumstances, and no funds of the Borrower have been reserved, allocated, or otherwise set aside with the specific intent or expectation of payment of the expenditures intended to be reimbursed with proceeds of the Obligations pursuant to this declaration. The Borrower is not aware of other, similar declarations of intent of the Borrower that did not result in the reimbursement of the expenditures described therein. Based on the foregoing and other circumstances relating to the costs of the Project, the Borrower reasonably expects that it will reimburse expenditures paid for such Project with the proceeds of the Obligations.

PASSED AND APPROVED this 12<sup>th</sup> day of October 2021.

  
\_\_\_\_\_  
County Judge

ATTEST:

  
\_\_\_\_\_  
County Clerk

INTERLOCAL GOVERNMENTAL COOPERATION CONTRACT  
FOR PROFESSIONAL SERVICES

\*\*\*\*\*

THE STATE OF TEXAS

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§  
§

AGREEMENT FOR SERVICES

COUNTY OF HALL

WHEREAS, this Contract is made and entered into this the 11 day of October, 2021 by and between the Hall County, after obtaining a vote of its governing body authorizing this contract and the PANHANDLE REGIONAL PLANNING COMMISSION (PRPC), a political subdivision of the State of Texas organized under Chapter 391 of the Texas Local Government Code, acting by its duly authorized Executive Director; and,

WHEREAS, both parties to this Contract are local governments as defined in Chapter 791 of the Texas Government Code, and this Contract is entered into pursuant to the provisions of said Code which is commonly referred to as The Interlocal Cooperation Act; and,

WHEREAS, Hall County is desirous of and the PRPC is agreeable to the provision of contract management and consulting and to serve under this contractual relationship to Hall County in relation to the Coronavirus Local Fiscal Recovery Funds (CLFRF) provided by the American Rescue Plan (ARP) Act of 2021 received by the County from the U.S. Department of the Treasury.

NOW, THEREFORE PRPC agrees to provide the following described implementation services to the Hall County. These services will be provided in accordance with the terms and conditions set forth in this agreement.

I. SCOPE OF SERVICES - Services to Hall County are to be provided as follows:

A. Consulting Management Services

1. Perform routine administrative tasks and correspondence.
2. General Grant Management Services including but not limited to:
  1. Program Set-Up
    - a. Provide general advice with respect to the implementation of the project and regulatory matters.
    - b. Provide technical assistance for the routine tasks to County personnel who will be directly involved in the program.
    - c. Assist the County in developing a record keeping system consistent with program guidelines, including the establishment and maintenance of grant fund files.
    - d. Assist the County in meeting all special condition requirements.
  2. Financial Management (regarding grant fund documentation)
    - a. Assist the County in documenting its ability to manage grant funds as required by the state/ U.S. Treasury.
    - b. Assist the County in establishing and maintaining separate bank accounts, journals, and ledgers as necessary for this project.
    - c. Assist the County in establishing procedures to handle the use of any grant funding.

- d. PRPC shall not be financially responsible for any audit findings or for payment for an audit.

3. Construction Management

- a. Assist the County with engineering selection (if necessary) including proper procurement methods as dictated by local, state and federal law.
- b. Assist the County with construction or vendor procurement (if necessary) including proper procurement methods as dictated by local, state and federal law.
- c. Attend pre-construction conference and prepare minutes (as needed).

4. Acquisition

- a. Assist the County in determining the necessary documentation of ownership of County-owned real estate, rights-of-way, easements, or other real property rights, if any, which may be required for grant funded projects.
- b. Assist the County with acquisition of real property or the rights of use to real property
- c. Maintain separate files for each parcel of real property acquired.

5. Environmental Review (if necessary and at an additional fee as described in Section III)

- a. Prepare an environmental assessment of the project in compliance with environmental best practices
- b. Coordinate environmental clearance procedures with state and local officials and other interested parties.
- c. Document environmental comments.
- d. Prepare any required environmental reassessment.
- e. Prepare request of certifications.

3. On-Call Technical Assistance to County Staff.

- 4. Assist with the preparation, submission and processing of all U.S. Treasury reporting requirements.

- B. The PRPC will provide to Hall County the flat rate services of one (1) full time employee. This individual will be the point of contact and responsible for delivery of all contracted services to the County.

In addition to the PRPC staff person used to perform the services described above, the PRPC will support the Consulting Manager with internal departmental resources to ensure that these services are fully provided. No additional fee will be incurred by Hall County. for these resources.

II - Time of Performance and Commitment

This contract will begin on November 1, 2021 and will proceed through November 1, 2023 or the performance period of the ARP Act grant with Hall County (whichever is greater).

III. COMPENSATION

In consideration of the services described in the foregoing paragraphs to be rendered by PRPC to Hall County, Hall County agrees to make the following payment to PRPC from County funds:

- A. The PRPC will invoice Hall County upon completion of services provided at the lump-sum flat rate of \$30,000.00 under the following schedule:

1) Establishment of Budget/Spending Plan for Grant Funds	25%
2) Establishment of Record Keeping System	25%
3) Filing of all Required Financial Reporting	25%
4) Filing of Required Closeout Information	<u>25%</u>
TOTAL	100%

B. Additional Environmental Review Services- Additional environmental services may be required and arranged through the mutual consent and approval of Hall County and the PRPC to provide services which exceed those outlined in Section II. Such services will be available at a flat rate lump-sum cost of \$12,000.00. In no case will the PRPC undertake additional services without the consent and approval of the Hall County. Additional Environmental Review Services shall be paid upon completion of services.

#### IV. TERMINATION CLAUSE

Either the Hall County or the PRPC may terminate this contract in its entirety by providing the other party written notice of termination thirty (30) days prior to the effective date of termination. The PRPC shall deliver to the Hall County all products, reports, and working documents developed prior to the termination date.

#### V. SEVERABILITY CLAUSE

Should any one or more provisions of this contract be held to be null, void, or for any reason whatsoever unenforceable, such provision(s) shall be construed as severable from the remainder of this contract and shall not affect the validity of all other provisions of this contract, which shall remain in full force and affect.

#### VI. GENERAL PROVISIONS

It is expressly understood and agreed by the parties hereto that they are independent contractors; and that nothing contained herein should be construed as giving rise to a partnership or joint venture.

This agreement will in no way replace or forego any existing agreements or relationships currently entered into by the Hall County and the PRPC. By signature of this agreement, the PRPC is indemnified of any responsibility for usage of grant funds.

PRPC and the Hall County shall maintain fiscal records and supporting documentation for all expenditures of funds made under this Contract in a manner which conforms to OMB Circular A-87, the Management Standards, and this Contract. PRPC agrees to comply with the retention and custodial requirements for records as set forth in Attachment C of OMB Circular A-102, as supplemented by Section 5.154 of the Management Standards.

PRPC and the Hall County shall give the Comptroller General of the United States, the Auditor of the State of Texas, the auditor of the Hall County, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by PRPC or pertaining to this Contract. Such rights to access shall continue as long as the records are retained by PRPC and PRPC agrees to maintain such records in an accessible location.

#### A Civil Rights Requirements

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, color, or national origin. Such action shall include but not be limited to employment, upgrading, demotion or transfer,



recruitment or retirement, advertising, layoff or termination, rates of pay or other forms of compensation, and selection training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, creed, color, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with whom he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order Number 11246, as amended in 3 CFR 169 (1974), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order Number 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order Number 11246, as amended or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of Paragraphs 1 and 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order Number 11246, as amended, so that such provisions will be binding upon each subcontractor or purchase order, as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided however, that in the event the contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States."

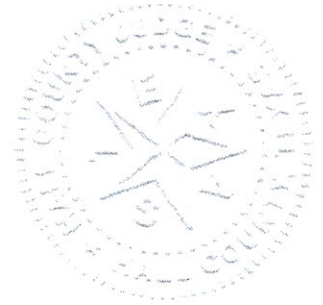
PRPC and the Hall County shall fully comply with all relevant provisions of: Equal Employment Opportunity laws, Civil Rights Act of 1964 and Section 3 requirements regarding employment, training, and business opportunities.

PRPC and the Hall County and no official or employee thereof shall have any personal financial interest, direct or indirect, in this Contract; and PRPC shall take steps to assure compliance.

EXECUTED this 12<sup>TH</sup> day of October, 2021.

Hall County

By Ray Powell  
Ray Powell, Judge  
Hall County



PANHANDLE REGIONAL PLANNING COMMISSION

By \_\_\_\_\_  
Kyle Ingham, Executive Director,  
Panhandle Regional Planning Commission