

Hall County, Texas
Regular Commissioners' Court Meeting

July 11, 2025

BE IT REMEMBERED THAT THE HALL COUNTY COMMISSIONERS MET IN A REGULAR COMMISSIONERS' COURT MEETING on July 11, 2025, 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. Other County officials: Pat Snider, County Clerk; Sherrie Altman, Justice of the Peace, 1,2, &3; Janet Bridges, County Treasurer; JD Schnitker, TAEA; Dave Thomas, SO Chief Deputy; the following citizens and guests: Joe Dunn, Bertha Dunn, John Schaumburg, Tood Looney, Carley duMenil, Josh Talley and Shari Watson.

1. OPENING PRAYER.

- a. The meeting was called to order at 10:00 AM by Judge Powell.
- b. The opening prayer was led by Commissioner Wilson.

2. PUBLIC COMMENTS/REQUESTS

NONE

3. APPROVAL OF MINUTES OF THE REGULAR MEETING OF JUNE 9, 2025, AND THE CALLED MEETING OF JUNE 26, 2025, REGARDING THE COURTHOUSE RESTORATION UPDATE FROM PREMIER COMMERCIAL GROUP

Motion by Commissioner Lindsey and seconded by Commissioner Wilson and It is the Order of the Court to approve the minutes of the regular meeting of June 9, 2025, and the June 26, 2025, called meeting. Motion passed unanimously.

4. REPORTS OF:

- a. **TREASURER** Bridges presented to court.
- b. **SHERIFF/EMC** paper copy to court;
- c. **ROAD & BRIDGE** Terry Lindsey presented to court
- d. **TAX A/C** paper copy to court.

e. **COUNTY CLERK** Snider presented to court.

Exhibit A

f. **J.P. REPORTS** paper copy presented to court

g. **EXTENSION OFFICE** – JD reported he took Jordyn Altman to 4-H Round-up in College Station. She was 10th High Individual in Soil Judging. He has 10 County and 7 County Camps coming up later in June. Applicator License Training also in June.

h. **TAX APPRAISAL** Paper copy presented to court

i. **JUDGE'S REPORT** Judge Powell

All monthly reports are on file in the clerk's office.

5. APPROVE REPORTS

Motion by Commissioner Lindsey and seconded by Commissioner Proffitt and It is the Order of the Court to approve the reports. Motion passed unanimously.

6. APPROVE PAYMENT OF BILLS

Motion by Commissioner Glover and seconded by Commissioner Lindsey and It is the Order of the Court to approve the payment of bills. Motion passed unanimously.

7. PRESENTATION FROM TODD LOONEY WITH AIRMEDCARE REGARDING THE BENEFITS OF MEMBERSHIP WITH THEIR COMPANY.

Mr. Looney explained his company's membership compared to LifeStar, \$75 per household/employee per year. Discussion only, no action taken.

Exhibit B

8. DISCUSS AND CONSIDER APPROVING THE CONTRACT AND RESOLUTION PRESENTED BY JOHN SCHAUMBURG WITH PANDANDLE REGIONAL PLANNING COMMISSION.

Motion by Commissioner Proffitt and seconded by Commissioner Glover and It is the Order of the Court to approve renewing the contract with PRPC. Motion passed unanimously.

Exhibit C & D

9. DISCUSS AND CONSIDER APPROVING A CONTRIBUTION TO MEALS ON WHEELS, JOSH TALLY PRESENTED.

Mr. Talley explained that Memphis/Hall County Meals on Wheels is in desperate need of funding. The cost per meal is \$8, the state gives \$6.71 a meal. They have a CD of \$45,000; this will provide meals for approximately 12-18 months. Then they will be out of funds. MOW provides meals to 45 individuals Monday-Friday, there are 25 more individuals on a waiting list. The Commissioner will consider adding MOW to the budget.

Judge adjourned the meeting for a break @ 10:39 AM. The meeting reconvened at 10:52 AM.

10. BEGIN BUDGET PLANNING FOR THE FISCAL YEAR OF 2025-2026.

Raises for all employees, Judge and Tax A/C Altman will work on projected raises at 3%, 4% and 5%. Will be discussed more at the called meeting on July 31, 2025.

11. PRESENTATION AND REQUEST FOR APPROVAL OF THE 100TH JUDICIAL DISTRICT ATTORNEY'S ASSET FORFEITURE BUDGET FOR FY 2025-2026.

Motion by Commissioner Lindsey and seconded by Commissioner Proffitt and It is the Order of the Court to approve the request to approve the 100th Judicial District Attorney's Asset Forfeiture Budget for FY 2025-2026. Motion passed unanimously.

Exhibit E

12. PRESENTATION AND REQUEST FOR APPROVAL OF THE 100TH JUDICIAL DISTRICT ATTORNEY'S PRE-TRIAL DIVERSION FUND BUDGET FOR FY 2025-2026.

Motion by Commissioner Lindsey and seconded by Glover Attorney's Pre-Trial Diversion Fund Budget 2025-2026. Motion passed unanimously.

Exhibit F

13. DISCUSS, REVIEW AND VOTE TO RENEW HALL COUNTY EMPLOYEE'S HEALTH INSURANCE.

Treasurer Bridges stated the Insurance Premiums went up 6.2% for the 1200G2 plan. No action was taken, so the insurance will stay the same for the FY 2025-2026.

Exhibit G

14. DISCUSS AND CONSIDER MAKING LUCHERYL SPEED FULL TIME IN THE CLERK'S OFFICE.

Clerk Snider asked to make Ms. Speed full time at \$11.00 per hour for the extra 8 hours she will work a week to be paid from Records Management Fund. Ms. Speed will not need insurance.

Motion by Commissioner Lindsey and seconded by Commissioner Proffitt and It is the Order of the Court to approve the request of Clerk Snider to make Ms. Speed full time.

Exhibit H

15. DISCUSS AND NOMINATE CANDIDATES FOR HALL COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS.

Discussion tabled until the August meeting.

16. DISCUSSION AND/OR ACTION ON BURN BAN.

(Currently OFF) Leave as is.

17. DISCUSS AND APPROVE AN EXTENSION OF DISASTER DECLARATION BY COMMISSIONER'S COURT ORDER.

Motion by Commissioner Wilson and seconded by Commissioner Glover and It is the Order of the Court to approve the extension of Disaster Declaration until further notice. Motion passed unanimously.

Exhibit I

18. DISCUSS AND TAKE ACTION ON REQUEST FROM SHERIFF HECK ON SB22 GRANT FUNDING FOR THE SHERIFF'S DEPARTMENT AND/OR JAIL.

Nothing at this time.

19. DISCUSS, CONSIDER, AND TAKE ACTION ON THE USE OF EQUIPMENT, MATERIALS, PURCHASES, AND OTHER COUNTY MATTERS, COUNTY WORK, PROJECTS, EXTRA HELP ON HIRING OF ROAD EMPLOYEES ON COUNTY ROADS AND BRIDGES BY COMMISSIONERS IN EACH PRECINT

TxDot asks for agreement to miles of County Roads in Hall County. The commissioners will work on this report.

Lindsey reported the City of Memphis is interested in purchasing the 2001 Bulldozer.

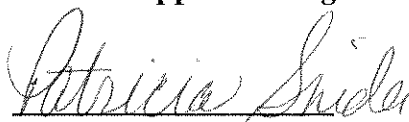
Linsey also presented the bill for repairs of the Bulldozer.

No action taken.

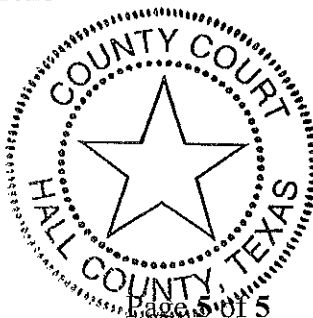
20. ADJOURNMENT

Motion by Commissioner Wilson and seconded by Commissioner Proffitt and It is the Order of the Court to adjourn the meeting at 12:15 PM. Motion passed unanimously.

Minutes Approved August 11, 2025



**Patricia Snider
Hall County Clerk**

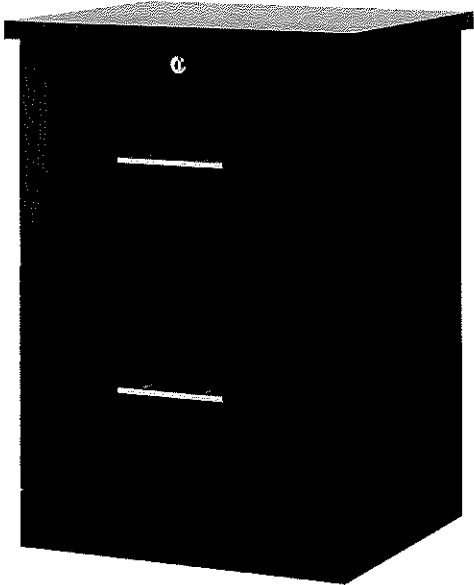


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Last purchased Aug 20, 2025

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Realspace® 17"D Vertical 2-Drawer File Cabinet, Mulled Cherry

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4.2 (138)

Delivery & Support

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Support

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Currently unavailable.
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Deliver to Hall - Memphis 79245


Add to List


Currently unavailable.
We don't know when or if this item will be back in stock.

Brand	Realspace
Color	Mulled Cherry
Special Feature	Durable
Mounting Type	Floor Mount
Room Type	Living Room

 **Material**
Cherry Wood,
Engineered Wood

 **Style**
Modern

 **Number of Doors**
2

 **Number of Drawers**
2

About this item

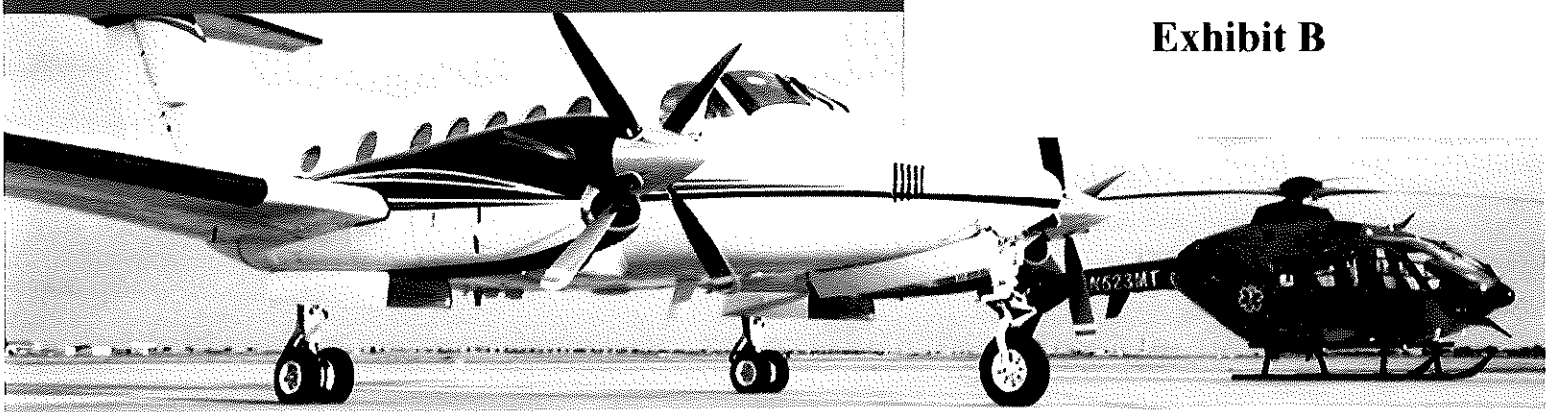
- Keeping your important documents organized and secure is easy with the Realspace 2-Drawer Vertical File Cabinet. This file unit is made from strong and durable engineered wood and features a locking top drawer that is ideal for sensitive documents. The cabinet offers ball bearings to help the drawers glide smoothly, and the full-extension drawer design means you'll easily be able to reach files in the back.
 - Engineered wood.
 - 2 drawers with ball bearings and full-extension slides. Hang rails accommodate letter- and legal-size files.
 - Top drawer features a key lock.
 - Weight capacity per drawer tested to support 20 lb.
- › See more product details

Top reviews for business

Gaylen Anderson

PROTECT YOUR FAMILY AND YOUR FINANCES

Exhibit B



GROUP FULL BUSINESS PLAN FACT SHEET

OUR BUSINESS PARTNERS

Running a business today is a challenge and hiring and keeping good employees is only a part of it. We know that employers are balancing budgets and employee benefits and want to help.

AirMedCare Network partners with select businesses to offer their employees financial peace of mind as a thank-you for all their hard work and support of the business.

With an Employer Paid-Group Full Plan you can purchase the membership for your employees at a discounted rate. This allows your employee to recover without the financial worry of the cost of their flight. We offer a variety of membership products to provide your employees the financial protection they need.

MEMBERSHIPS AVAILABLE

AirMedCare Network (AMCN) – Emergent Air Ambulance

AMCN providers respond to scene calls and provide hospital-to-hospital transports—carrying seriously ill or injured patients to the nearest appropriate medical facility. Expenses for emergency air medical transport can put stress on your finances. With an AMCN membership, you will have no out-of-pocket expenses only if flown by an AMCN provider.

Fly-U-Home – Non-Emergent Air Ambulance

Fly-U-Home is a must-have membership for those traveling more frequently. Discounted rates are available for existing AMCN members, and it provides access to a fleet of medically equipped, private aircraft ready to transport you to your local hospital of choice, should you become hospitalized more than 150 nautical miles from home and, you will have no out-of-pocket expenses in relation to your flight. Fly-U-Home membership applies to the contiguous 48 states.

AirMed International – Non-Emergent Air Ambulance

If you're interested in the Fly-U-Home membership, but looking for international coverage, the AirMed International membership is right for you. It provides access to a fleet of medically equipped, private aircraft ready to transport you to your local hospital of choice, should you become hospitalized more than 150 nautical miles from home, including international travel. With an AirMed International membership, you will have no out-of-pocket expenses in relation to your flight.

AMCN MEMBERSHIP PRICING

BUSINESS RATES BY GROUP SIZE

	1 YR	3 YRS	5 YRS	10 YRS
3-149	\$75	\$195	\$295	\$585
150-499	\$70	\$180	\$270	\$535
500-999	\$65	\$165	\$245	\$485
1000-4999	\$60	\$150	\$220	\$435
5000-9999	\$55	\$135	\$195	\$385
10000+	\$50	\$120	\$170	\$335

FLY-U-HOME MEMBERSHIP PRICING

	1 YR	3 YRS	5 YRS	10 YRS
ALL GROUP SIZES	\$140	\$150	\$500	\$600

AIRMED INTERNATIONAL MEMBERSHIP PRICING

	1 YR	3 YRS	5 YRS	10 YRS
ALL GROUP SIZES	\$295	\$585	\$920	\$1895

Minimum 3 participants. Terms & conditions apply. Multi-year memberships not available in CA and AK. 10-year membership not available in IN.

Contact your local Membership Sales Manager for questions or to enroll:

Todd Looney Membership Sales Manager
806-640-8425

todd.looney@gmr.net | amcnrep.com/todd-looney

Dispatch decisions are made by emergency medical personnel; membership does not guarantee transport by an AMCN provider.



A Global Medical Response Solution

**INTERLOCAL AGREEMENT FOR 9-1-1 PUBLIC SAFETY
ANSWERING POINT SERVICES**

Article 1: Parties & Purpose

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

1.2 **HALL COUNTY TEXAS** is a local government that operates Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as approved by the Commission.

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

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

Article 2: Applicable Law

2.1 Applicable law, as defined in the prior section, includes, but is not limited to, Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code Chapter 783 (Uniform Grant and Contract Management, including Uniform Grant Management Standards [UGMS] Title 34, Part 1, Chapter 20, Subchapter I), Chapter 441, Subchapter J (Preservation and Management of Local Government Records Act), and Chapter 2260 (Resolution of Certain Contract Claims Against the State); and Texas Local Government Code Chapter 391 (Regional Planning Commissions).

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

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the one located at 200 East Harrison;

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

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

3.2 Ownership, Transference & Disposition of Equipment

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

3.2.2 The PRPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The PRPC may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

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

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

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by the Local Government and proof of insurance shall be provided upon request.

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

3.3 Inventory

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

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

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

3.4 Security

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

3.4.2 Any suspicious or unusual activity, which may indicate an attempt to breach the integrity of 9-1-1 equipment or systems, shall be reported immediately by Local Government to PRPC staff. Any actual, attempted, or suspected misuse of 9-1-1 equipment shall be reported immediately by Local Government to PRPC staff.

3.5 Training

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

3.6 Cybersecurity Training

3.6.1 Local Government Computer System: PRPC and Local Government represents and warrants its compliance with Texas Government Code Section 2054.5191 relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. The Local Government shall verify and report on the completion of a cybersecurity training program certified under Texas Government Code 2054.519 by employees of the Local Government, and require periodic audits to ensure compliance with this section.

3.6.2 State Computer System or Database: If PRPC or the Local Government personnel have access to any state computer system or database, including a Commission computer system or database, such personnel must annually complete cybersecurity training certified under Texas Government Code Section 2054.519 and verify completion of the training program to the Commission pursuant to and in accordance with Texas Government Code Section 2054.5192.

3.7 Operations

The Local Government shall:

3.7.1 Designate a PSAP supervisor and provide related contact information to the PRPC;

3.7.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the PRPC;

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

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

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

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

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

3.7.8 Log all trouble reports and make copies available to the PRPC as required by the PRPC;

3.7.9 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the PRPC.

3.7.10 Test all 9-1-1 and Ancillary equipment for proper operation and user familiarity for basic call scenarios, including at a minimum:

- a. Daily recommended testing of the following, and required documentation of the following tests at a minimum of once a week:
 1. Wireline voice call to 9-1-1,
 2. Wireless voice call to 9-1-1,
 3. Text to 9-1-1.
- b. Monthly testing of:
 1. ANI/ALI verification,
 2. Recording,
 3. Printer,
 4. Call transfer functionality,
 5. Abandoned call and return dial,
 6. TTY/TDD call (stand-alone TTY and/or built in TTY function),
 7. ANI call back,
 8. Ancillary equipment functionality.

Article 4: Performance Monitoring

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

Article 5: Procurement

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

5.2 The PRPC shall purchase supplies necessary for performance of the deliverables per this Agreement. There are certain cases where PRPC may reimburse the Local Government for certain agreed upon purchases.

5.3 The PRPC and Local Government shall require any company that submits a bid or proposal with respect to a contract for goods or services to certify that the company, and, if applicable, any of its holding companies or subsidiaries, is not:

- a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
- b. Listed in Section 1260H of the 2021 NDAA; or
- c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
- d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

Article 6: Financial

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

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

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

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

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

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

Article 7: Records

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

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

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

Article 8: Assignment

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

Article 9: Nondiscrimination and Equal Opportunity

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

Article 10: Dispute Resolution

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

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

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

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

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

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

Article 11: Suspension for Unavailability of Funds

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

Article 12: Notice to Parties

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

12.2 The PRPC's address is:

Panhandle Regional Planning Commission
P.O. Box 9257
Amarillo, Texas 79105
Attention: Michael J. Peters,
Executive Director

The Local Government's address is:

Hall County
512 West Main Street, Suite 4
Memphis, Texas 79245
Attention: Ray Powell, County Judge

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

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2025 and shall terminate on August 31, 2027.

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

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

Article 14: Force Majeure

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

Article 15: Confidentiality

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

15.2 The Local Government or its duly authorized representative will notify the PRPC upon receipt of any requests for information related to this Agreement and all data and other information generated or otherwise obtained in its performance.

Article 16: Indemnification

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

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Chapter 2161 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

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

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

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

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

18.5 The following Attachments are part of this Agreement:

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

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

18.7 This Agreement is executed in duplicate originals.

**Panhandle Regional
Planning Commission**

By: _____

Printed Name: _____

Title: _____

Date: _____

Hall County Texas

By: Ray Powell

Printed Name: RAY POWELL

Title: COUNTY JUDGE

Date: JULY 14, 2025

Attachment A Ownership Agreement

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

The PRPC hereby establishes all 9-1-1 equipment located at the Hall County Jail, in Hall County, to be the property of Panhandle Regional Planning Commission, hereinafter referred to as "Owner".

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

Item #	PSAP	Description	Pos Assignment	Manufacturer	Manuf Part #	Manuf Model #	Serial #	Cog Yr	Install Date	Status	Loc
6565	Hall Co	19in LCD Monitor	Backroom-RCK	Dell			CN0F026J7287292330-VL		12/2/2010	In Use	On Site
6574	Hall Co	UPS - Transfer Switch (9170)	Backroom	Eaton Powerware		BPE-14	W5C-6574		12/2/2010	In Use	On Site
8154	Hall Co	Sonic Box POS 1	1	Intrado		220F000080-401	S34100067		11/21/2014	In Use	On Site
8155	Hall Co	Sonic Box POS 2	2	Intrado		220F000080-401	S34100048		11/21/2014	In Use	On Site
8373	Hall Co	Ethernet Switch (24 Port) SEC	Backroom-RCK	Cisco		WS-C2960S-24-TS-L	SFOC1746V176		11/21/2014	In Use	On Site
8374	Hall Co	Ethernet Switch (24 Port) PBI	Backroom-RCK	Cisco		WS-C2960S-24-TS-L	SFOC1746V14A		11/21/2014	In Use	On Site
13456	Hall Co	AVM/Radio Router	Backroom-RCK	Cisco		4331	FLM1251V0HMC		5/1/2018	In Use	On Site
14149	Hall Co	Satellite Box	2	West		220p000081-401	114110148			In Use	On Site
15111	Hall Co	Workstation PC	Backroom-RCK	HP		EU 22 SFF G4 WKS	NX19071FP7	7209	6/4/2019	In Use	On Site
15112	Hall Co	Workstation PC POS 2		HP		EU 22 SFF G4 WKS	NX19071F05	7208	6/4/2019	In Use	On Site
15113	Hall Co	Workstation PC POS 1	1	HP		EU 22 SFF G4 WKS	NX19071F08	7207	6/4/2019	In Use	On Site
16759	Hall Co	Genovation Keypad -USB	1	Genovation Inc.		CP24-USBHD	1184		6/5/2019	In Use	On Site
16760	Hall Co	Genovation Keypad -USB	2	Genovation Inc.		CP24-USBHD	1496		6/5/2019	In Use	On Site
19376	Hall Co	HP S100 Speaker Bar - POS 2	1	HP		HP S100 Speaker Bar	8CE9102TCK		8/17/2021	In Use	On Site
19377	Hall Co	HP S100 Speaker Bar - POS 2	2	HP		HP S100 Speaker Bar	8CE9102XFP		10/18/2019	In Use	On Site
19383	Hall Co	hp E2431 24"	2	HP		1FH49A8	CHV8480X9F		8/17/2021	In Use	On Site
19584	Hall Co	hp E2431 24"	1	HP		1FH49A8	6CY8480X9F		8/17/2021	In Use	On Site
20069	Hall Co	AM/CIM Gateway Shelf		Intrado	200FCC0829-401						
20128	Hall Co	AIM G3 FXO Gateway Card	Backroom-RCK	Intrado		911834	121050067		11/17/2021	In Use	On Site
20394	Hall Co	Satellite Box	1	West		220p000081-401	Vc9200089			In Use	On Site
20395	Hall Co	MULTI LINE RINGER	Backroom-RCK	Sealevel	8222146	Sealevel-24	W5C-20395			In Use	On Site
22866	Hall Co	BROTHERS	Backroom	Brother	3C-0134656411	HL-L3270COW	U65176C3N949632		2/8/2024	In Use	On Site
23154	Hall Co	UPS - Battery Pack (9PKM)	Backroom	Eaton Powerware	P-103007954	9PKVBAT	B5385Y1243			In Use	On Site
23201	Hall Co	EATON 9PKM UPS	Backroom	Eaton Powerware	9PKM08AAXX	9PKV85U	BF08P35317		7/5/2024	In Use	On Site
23204	Hall Co	GIGABIT NETWORK CARD UPS	Backroom	Eaton Powerware	744-A3983 REV2	NETWORK- M2				Waiting TBI	On Site
23206	Hall Co	Eaton 9PKM Power Module	Backroom	Eaton Powerware	230-C6185	9PKMSPM	R286P25022		7/5/2024	In Use	On Site
23216	Hall Co	UPS - Battery Pack (9PKM)	Backroom	Eaton Powerware	P-103007954	9PKVBAT	B5385Y1225			In Use	On Site
24079	Hall Co	Orbi Connect EZ Mini - Serial to Ethernet	Backroom-RCK	Digi	E201-S/A00-G10	S0002079-01 T	SE201-013526			Waiting TBI	WSC Ofc
24117	Hall Co	Genovation Keypad -USB	1	Genovation Inc.		CP24-USBHD	CP24USBD417240856			Waiting TBI	WSC Ofc
24118	Hall Co	Genovation Keypad -USB	2	Genovation Inc.		CP24-USBHD	CP24USBD417240849			Waiting TBI	WSC Ofc
24331	Hall Co	Switched Rack Power Distribution Unit	Backroom-RCK	CyberPower Sys. Inc.		PDU41002	NLWNV2000051			Waiting TBI	WSC Ofc
24373	Hall Co	24in LCD Monitor	1	Dell		E2424HS	CN03G47VFC00030UA71X			Waiting TBI	WSC Ofc
24374	Hall Co	24in LCD Monitor	2	Dell		E2424HS	CN03G47VFC000455CV0X			Waiting TBI	WSC Ofc
24244	Hall Co	Ethernet Switch (24-Port) POE - 1	Backroom-RCK	Fortinet	P21387-01-02	FS-124E-POE	S124EP522038954			Waiting TBI	WSC Ofc
24245	Hall Co	Ethernet Switch (24-Port) POE - 2	Backroom-RCK	Fortinet	P21387-01-02	FS-124E-POE	S124EP522038959			Waiting TBI	WSC Ofc
24368	Hall Co	Workstation - PC	1	Dell	D175	OptiPlex SFF Plus 7020	7H9YN34			Waiting TBI	WSC Ofc
24369	Hall Co	Workstation - PC	2	Dell	D175	OptiPlex SFF Plus 7020	CPY9H34			Waiting TBI	WSC Ofc
24602	Hall Co	Automatic Transfer Switch - 6 Outlet	Backroom-RCK	Eaton Powerware	T2235-A2-NH80SL		8670R39192			Waiting TBI	WSC Ofc
24691	Hall Co	CR200-1N-AT	Backroom-RCK	Cisco		CR200-1N-AT	FJC282711GX			Waiting TBI	COG Ofc

**Panhandle Regional
Planning Commission**

By: _____

Printed Name: _____

Title: _____

Date: _____

Hall County Texas

By: Ray Powell

Printed Name: RAY POWELL

Title: COUNTY JUDGE

Date: July 14, 2025

Attachment B Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between Panhandle Regional Planning Commission (PRPC) and Hall County dated June 30, 2025, the PRPC shall document all transfers of ownership of 9-1-1 equipment between the PRPC and the Local Government.

Indicate the appropriate classification:

Transfer _____ Disposition _____ Lost _____

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

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued.....

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by: _____

Title: _____

Date: _____

Comments: _____

Approved: _____ Yes _____ No

Proceeds, if any: _____

Approved by: _____

Title: _____
 Comptroller

Date: _____

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

Reviewed by: _____
 Executive Director (or other appropriate title of agency head)

Date: _____

Attachment C Scope of Work

Local Government will:

- Meet the minimum federal and state legal requirements relating to PSAP operations
- Adhere to CSEC rules and regulations and all applicable laws
- Adhere to this Interlocal Agreement
- Cooperate with PRPC requests, including, but not limited to: testing, logging, PSAP environment, and trouble-reporting

PRPC will:

- Provide all 9-1-1 Call Handling Equipment (CHE)
- Procure all 9-1-1 CHE
- Provide network connectivity for the 9-1-1 CHE
- Perform regular monitoring and testing of functionality
- Provide technical assistance and training opportunities when available

Attachment D

PSAP Operations Performance Measures and Monitoring

Reports

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

1. Telecommunicator Rosters
2. Telecommunicator Training Level Status
3. IT infrastructure and contact information
4. CAD Vendor infrastructure and contact

Logs

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

1. Trouble report logs at least once per year, or as needed;
2. List of service affecting issues once per year, or as needed;
3. Certification of TTY/TDD testing once per month; and
4. TTY/TDD call logs.
5. Daily and Monthly Test Log Sheets (2 pages).

Daily and Monthly Test Log Sheets

9-1-1 Call Test Log

PSAP Name: _____ Month: _____ Year: _____

Return Daily Testing Sheets to mjones@theprpc.org or fax to Mandi Jones at 806-373-3268

Day	Time	Wireline Call	Wireless Call	Text	Initials	
1		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mandatory One Per Week
2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mandatory One Per Week
9		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mandatory One Per Week
16		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
17		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
18		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
19		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
20		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
21		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
22		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mandatory One Per Week
23		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
24		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
25		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
26		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
27		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
28		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
29		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
30		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
31		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Documentation of a wireline voice call, a wireless voice call, and a text are required by PSAP as stipulated by article 3.26 of the Interlocal Agreement for E9-1-1 Service and PSAP Equipment

9-1-1 Monthly Equipment Testing

PSAP

Name: _____ Month: _____ Year: _____

Return Daily Testing Sheets to mjones@theprpc.org or fax to Mandi Jones at 806-373-3268

Date:	Wireline Call <input type="checkbox"/>	Wireless Call <input type="checkbox"/>	Text <input type="checkbox"/>
	ANI/ALI Verification <input type="checkbox"/>	Recording <input type="checkbox"/>	Printer <input type="checkbox"/>
Initials:	Call Transfer <input type="checkbox"/>	Abandoned Call <input type="checkbox"/>	Return Dial <input type="checkbox"/>
	TTY/TDD Call <input type="checkbox"/>	ANI Call Back <input type="checkbox"/>	<input type="checkbox"/>

Required monthly testing by PSAP as stipulated by article 3.26 of the Interlocal Agreement for E9-1-1
Service and PSAP Equipment

Attachment D (continued)

Quality Assurance Inspections

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

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

Best Practices Model Monitoring Checklist for PSAP's (RPC Name):			
County Name: _____		Date: _____	
PSAP Name: _____		Telephone Number: _____	
PSAP Contact Person: _____		RPC 9-1-1 Coordinator: _____	
Previous Findings:			
1. CPE - Front Room			
CPE: Leased or Owned			
CPE Vendor:			
CPE Maintenance Vendor:			
CPE Description/Model:			
Category	Check Box if in Compliance	Findings	Comments
Lighting	<input type="checkbox"/>		
Cleanliness	<input type="checkbox"/>		
Ventilation	<input type="checkbox"/>		
Inventory tags	<input type="checkbox"/>		
Secure from general public; accessible to PSAP staff	<input type="checkbox"/>		
Redundant 9-1-1 call taking equipment functioning (FFS 31)	<input type="checkbox"/>		
ANI/ALI display (FFS 31)	<input type="checkbox"/>		
Map display, if applicable	<input type="checkbox"/>		
No unauthorized third-party software/integration (PPS 31)	<input type="checkbox"/>		
Language Line speed dial/direct dial transfer/accessibility (PPS 31)	<input type="checkbox"/>		
Language Line account number & PSAP access code visible	<input type="checkbox"/>		
Poison Control direct dial transfer (PPS 31)	<input type="checkbox"/>		
Poison Control 10-digit number displayed	<input type="checkbox"/>		
Published PSAP 10-digit emergency telephone number (PPS 31)	<input type="checkbox"/>		
RPC Contact information	<input type="checkbox"/>		

Category	Check Box if in Compliance	Findings	Comments
Wireless Phase I & II E9-1-1 level of service (PPS 31)	<input type="checkbox"/>		
Landline Telephone Call Completed	<input type="checkbox"/>		
Test Text to 9-1-1	<input type="checkbox"/>		
Equipment repair/trouble contact information	<input type="checkbox"/>		
Contingency Plan (FPS 31) To: Name of PSAP/County	<input type="checkbox"/>		
Network Testing (FPS 31)	<input type="checkbox"/>		
Maintenance trouble/trouble report logs	<input type="checkbox"/>		
Direct dial transfers & labels, if applicable	<input type="checkbox"/>		
9-1-1 ANI/ALI Discrepancy Reports	<input type="checkbox"/>		
TTY test call log (FPS 31)	<input type="checkbox"/>		
Required TTY training offered (FPS 31)	<input type="checkbox"/>		
Stand alone TTY accessible (FPS 31)	<input type="checkbox"/>		
Printer functioning - adequate paper & ribbon, if applicable	<input type="checkbox"/>		

2. CPE Backroom

Category	Check Box if in Compliance	Findings	Comments
Redundant network connections functioning (PPS 31)	<input type="checkbox"/>		
Cleanliness	<input type="checkbox"/>		
Ventilation	<input type="checkbox"/>		
Lighting	<input type="checkbox"/>		
Secure from general public; accessible to PSAP staff	<input type="checkbox"/>		
Back-up Power/UPS (FPS 31)	<input type="checkbox"/>		
Generator testing	<input type="checkbox"/>		

Category	Check Box if in Compliance	Findings	Comments
3. Recorders			
Brand/Model:			
Category	Check Box if in Compliance	Findings	Comments
Accessible	<input type="checkbox"/>		
Verify & list number of channels	<input type="checkbox"/>		
Verify & list number of channels dedicated to 9-1-1 lines	<input type="checkbox"/>		
Functioning - each 9-1-1 line being recorded (FFG 31)	<input type="checkbox"/>		
Adequate supply of storage media	<input type="checkbox"/>		

Attachment E

Commission Documents

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

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

RESOLUTION

WHEREAS, the 9-1-1 Emergency Telephone Number is the dedicated nationwide emergency number for police, fire and ambulance which provides major life saving advantages to citizens and public safety agencies; and

Whereas, the Panhandle Regional Planning Commission has since 1989, developed plans for the establishment, operation and maintenance of 9-1-1 services in the Panhandle area; and

Whereas; the Local Government has previously appointed the Panhandle Regional Planning Commission as administrator of Local Government's 9-1-1 program; and

Whereas; the proposed Interlocal Agreement for 9-1-1 Service and Equipment is required by the Commission on State Emergency Services to insure funding for Local Governments 9-1-1 service;

NOW, THEREFORE, BE IT RESOLVED that HALL COUNTY TEXAS

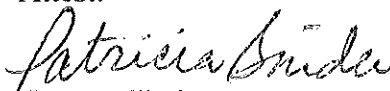
1. Has reviewed the proposed Interlocal Agreement for 9-1-1 Service and Equipment.
2. The proposed Interlocal Agreement is hereby ratified and approved.
3. That the person executing the Interlocal Agreement is authorized and directed to execute said Interlocal Agreement on behalf of their governing body.

APPROVED AND ADOPTED on the 14TH day of JULY, 2025


SIGNED

Judge Ray Powell

Attest:


County Clerk

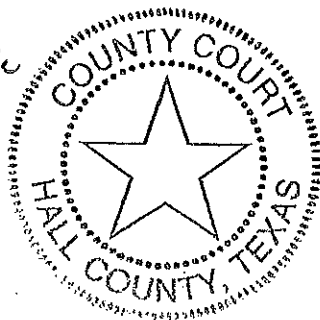


Exhibit E**100th Judicial District Attorney's Office
Forfeiture Fund Budget
2025-2026**

			Budget 2025-2026
A)	Salaries		
	1	Salary Budgeted	524,344
		Payroll Liabilities	113,000
	2	# of Employees Paid	11
	TOTAL Without Potential Reimbursements		637,344
B)	Overtime		
	1	Federal OT with Reimbursement	
	TOTAL		0
C)	Equipment		
	TOTAL Without Potential Reimbursements		76,000
D)	Supplies		
	TOTAL		40,000
E)	Travel		
	TOTAL		48,500
F)	Training		
	TOTAL		9,500
G)	Investigative Costs		
	TOTAL		5,000
H)	Prevention/Treatment Programs/Financial Assistance		
	TOTAL		2,500
I)	Facility Costs		
	TOTAL		18,500
J)	Miscellaneous Fees		
	TOTAL		38,000
GRAND TOTAL			875,344

#12

**Pre-Trial Diversion Program
100th Judicial District Attorney's Office
2025-2026**

Exhibit F

	Budget 2024-2025	Budget 2025-2026
Salaries	\$48,154.56	\$51,319.49
Pre-Trial Diversion Officer	\$41,554.56	\$42,801.20
Cell Phone Stipend	\$600.00	\$600.00
Payroll Liabilities	\$6,000.00	\$7,918.29

13

Exhibit G

Ray Powell

From: TACHEBP <TACHEBP@county.org>
Sent: Tuesday, July 1, 2025 11:28 AM
To: hallcojudge@dtgoftexas.com
Cc: hallcojudge@dtgoftexas.com; hallcotreasurer@aim.com
Subject: TAC HEBP Plan Year 2026 Renewal: Hall County
Attachments: Hall County_PY2026 Renewal Packet.pdf

Dear Judge Powell:

Thank you for your continued trust in the Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP) for your employee benefits coverage. We are pleased to provide Hall County's renewal materials for the upcoming plan year.

Summary of Hall County's Renewal Rate Changes for Plan Year 2026:

- Health Plan: 6.2%
- Dental Plan: Employee or Employer-paid options available
- Vision Plan: 0.0%
- Life Plan: 0.0%
- Group Status: Grandfathered

Attached Renewal Packet Contents:

- o Renewal Notice and Benefits Confirmation (RNBC)
- o Alternate Plans (if applicable)
- o County Specific Incentives (CSI) Program Elections
- o Plan Year 2026 Benefit Updates Summary
- o Group Reports

▲ **Please note:** New items have been added to this year's renewal packet for your review:

1. Healthy County Wellness Contacts are now included in the RNBC
2. A HIPAA Certification form has been added to the RNBC RENEWAL NOTICE & BENEFITS

Next Steps:

- ① **Print and initial/sign** where indicated on your:
 - ✓ Renewal Notice and Benefits Confirmation (RNBC)
 - ✓ County Specific Incentives (CSI) program elections form

➔ **Return the completed documents to TAC HEBP via email or fax them to (512) 481-8481 by August 14, 2025.**

Note: Submitting your renewal paperwork after the due date may result in delays to your benefit plan renewal and time available for processing employee enrollment changes.

2. **Contact** your TAC Employee Benefits Consultant, Kathy Davenport, right away if you:
 - ✓ Want to discuss alternate plans or to learn about the impact of changes to your plan;
 - ✓ Want information about other TAC HEBP employee benefit plans (dental, life, or vision);

- ✓ If you are considering modifications to your personnel policies that will impact benefits, such as adding/dropping retiree benefits, changing your waiting period, or other related changes.

3. Click [Plan Year 2026 Renewal Resources](#) to access information on available employee benefit plans. Bookmark this URL for easy access to materials throughout renewal. The Plan Year 2026 Renewal Resources includes:

- ✓ Renewal Timeline Calendar
- ✓ RNBC Online Processing Instructions
- ✓ ACA Updates
- ✓ FAQs & Additional Helpful Materials

TAC HEBP recognizes the importance of quality healthcare benefits for your employees and their families. Thank you for your continued partnership with the Pool. We look forward to supporting your healthcare needs and working together in the upcoming plan year.

Sincerely,



Quincy Quinlan

Senior Director

Health & Benefits Services

tachebp@county.org | www.county.org

Office: (512) 478-8753

Toll-Free: (800) 456-5974

Fax: (512) 478-8481

1210 San Antonio St. Austin, TX 78701

The mission of the Texas Association of Counties is to unite counties to achieve better solutions.

TAC Way Fundamental #11. ALWAYS REMEMBER THAT WE'RE A TEAM. You are part of a team as diverse as the 254 counties we serve. Never forget that our diversity is our strength. Take time to get to know those with whom you work, internally and externally. Strong relationships are the foundation of a successful organization, and they enable us to work through difficult issues and challenging times. Stand for and support each other's success. Look for the best in each other, and provide rigorous support, including honest and direct feedback. Remember everyone brings their own unique skills, talents and insights that ultimately translate into team success.



TEXAS ASSOCIATION OF COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

2025 – 2026 Renewal Notice and Benefit Confirmation

Group: 56516 - Hall County Anniversary Date: 11/01/2025

Return to TAC by: 08/14/2025

Please initial and complete each section confirming your group's benefits and fill out the contribution schedule according to your group's funding levels. Fax to 512-481-8481 or email to meganw@county.org.

For any plan or funding changes other than those listed below, please contact Megan West at 800-456-5974.

MEDICAL

Medical: Plan 1200-G2 \$40 Copay, \$1370 Ded, 80%, \$4100 OOP Max, \$135 ER Copay

RX Plan: 4A-G2 \$15/30/50,\$0 Ded

Your % rate change is: 6.20%

Your payroll deductions for medical benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 11/01/2025	New Amount Employer Pays	New Amount Employee Pays	New Amount Employer Pays for Retiree (if applicable)	New Amount Retiree Pays (if applicable)
Employee Only	\$1,089.54	\$1,157.08	\$ _____	\$ _____	\$ _____	\$ _____
Employee & Spouse	\$2,238.72	\$2,377.52	\$ _____	\$ _____	\$ _____	\$ _____
Employee & Child(ren)	\$1,669.68	\$1,773.20	\$ _____	\$ _____	\$ _____	\$ _____
Employee & Family	\$2,755.12	\$2,925.94	\$ _____	\$ _____	\$ _____	\$ _____

_____ Initial to accept Medical Plan and New Rates.

VISION

Vision: VALUE-12/12/24, \$10 Exam Copay, \$15 Lenses Copay, \$130 Frame Allowance

Your % rate change is: 0.00%

Your payroll deductions for vision benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 11/01/2025	New Amount Employer Pays	New Amount Employee Pays	New Amount Employer Pays for Retiree (if applicable)	New Amount Retiree Pays (if applicable)
Employee Only	\$4.58	\$4.58	\$_____	\$_____	\$_____	\$_____
Employee & Spouse	\$8.72	\$8.72	\$_____	\$_____	\$_____	\$_____
Employee & Child(ren)	\$9.18	\$9.18	\$_____	\$_____	\$_____	\$_____
Employee & Family	\$13.52	\$13.52	\$_____	\$_____	\$_____	\$_____

_____ Initial to accept Vision Plan and New Rates.

LIFE – BASIC (EMPLOYER PAID)

Basic Life Products:

Coverage volume per employee: \$15,000
(Rates per thousand)

Basic Life

Current Rates	New Rates Effective 11/01/2025	New Amount Employer Pays
\$0.42	\$0.42	\$0.42

Basic AD&D

Current Rates	New Rates Effective 11/01/2025	New Amount Employer Pays
\$0.03	\$0.03	\$0.03

_____ Initial to accept New Basic Life Rates.

EMPLOYEE SELF-SERVICE (ESS) INFORMATION

The ESS (mybenefits.county.org) allows employees to update employee and dependent demographic data and make election changes. Demographic updates are always enabled on the ESS. However, groups must opt in to allow election changes on the ESS.

Please select one option below to indicate if your group would like to allow employees to make election changes on the ESS. All changes made by employees on the ESS are reflected in real time on OASys and in available reports.

ESS: ☐ Allow election changes on the ESS ☐ Do not allow election changes on the ESS

_____ Initial to confirm ESS Elections.

WAITING PERIOD

Waiting period applies to all benefits.

Employees

30 days - 1st of the month following date of hire but
first of the month

Elected Officials

30 days - 1st of the month following date of hire but
first of the month

_____ Initial to confirm Waiting Period.

COBRA ADMINISTRATION

Please indicate how your group manages COBRA administration:

☒ Group process COBRA on OASys

** Group is responsible for fulfilling COBRA notification process and requirements.*

☐ BenefitConnect COBRA Department coordinates COBRA administration

** WTW BenefitConnect administers COBRA via contract between Group and TAC HEBP.*

☐ Group processes TAC HEBP Continuation of Coverage on OASys (< 20 employees)

** Group is responsible for fulfilling COBRA notification process and requirements.*

_____ Initial to confirm COBRA Administration.

BROKER OR CONSULTANT INFORMATION

Please confirm your broker or consultant's information, if applicable.

☐ Broker ☐ Consultant

Agency Name _____
Broker _____
Representative _____
Address _____

Phone _____
Fax _____
Email _____

Agency Name _____
Consultant _____
Representative _____
Address _____

Phone _____
Fax _____
Email _____

_____ Initial to confirm Broker or Consultant information

GROUP PHYSICAL MAILING ADDRESS

Please add your group's physical mailing address information:

Address _____

_____ Initial to confirm Physical Mailing Address.

TAC HEBP Member Contact Designation

CONTRACTING AUTHORITY

As specified in the Interlocal Participation Agreement, the person signing this RNBC represents and acknowledges that they are authorized to sign on the county or district's behalf.

Please list changes and/or corrections below.

Name	Honorable Ray Powell	_____
Title	Judge	_____
Address	512 West Main Street, Suite 4	_____
	Memphis, TX 79245-3341	_____
Phone	8062592511	_____
Fax	8062593083	_____
Email	hallcojudge@dtgoftexas.com	_____

BILLING CONTACT

Responsible for receiving all invoices relating to HEBP products and services.

Please list changes and/or corrections below.

Name	Honorable Janet Bridges	_____
Title	Treasurer	_____
Address	512 West Main Street, Suite 1	_____
	Memphis, TX 79245-3341	_____
Phone	8062592421	_____
Fax	8062592863	_____
Email	hallcotreasurer@aim.com	_____

COUNTY REPRESENTATIVE

HEBP's main contact for daily matters pertaining to the health benefits.

Please list changes and/or corrections below.

Name	Honorable Janet Bridges	_____
Title	Treasurer	_____
Address	PO Box 152	_____
	Memphis, TX 79145-3341	_____
Phone	8062592421	_____
Fax	8062592863	_____
Email	hallcotreasurer@aim.com	_____

HEALTHY COUNTY WELLNESS COORDINATORS

Primary contact regarding the Healthy County wellness program. Groups can designate up to two Wellness Coordinators.

Please list changes and/or corrections below.

Name

Title

Address

Phone

Fax

Email

Name

Title

Address

Phone

Fax

Email

HEALTHY COUNTY WELLNESS SPONSORS

An elected or appointed official (preferred) who supports the administration of the Healthy County wellness program. Groups can designate up to two Wellness Sponsors.

Please list changes and/or corrections below.

Name

Title

Address

Phone

Fax

Email

Name

Title

Address

Phone

Fax

Email

_____ Initial to confirm Member Contact Designations

HIPAA CERTIFICATION

Terms of the HIPAA Certification Agreement Signed by County/District contracting authority in order to receive Protected Health Information (PHI):

Note: In order for TAC HEBP to disclose PHI to a TAC HEBP member entity (such as a County or District that contracted for TAC HEBP benefits), the contracting authority must have signed the Certification, which includes the provisions set out below (unless the individual whose PHI is being disclosed has signed a HIPAA Authorization allowing their PHI to be disclosed for this purpose). The County/District is referred to as an "EMPLOYER" in the Certification. Any County/District employee who receives PHI on the "EMPLOYER'S" behalf must comply with these terms. If you have any questions about whether the information you are receiving is PHI or these Certification provisions, please contact a member of the TAC Health and Benefits Services' team.

As required under the HIPAA Standards for Confidentiality of Individually Identifiable Health Information, 45 CFR Parts 160 & 164 ("HIPAA Privacy Regulations"), the Plan Sponsor (EMPLOYER) certifies to the Texas Association of Counties Health Employees Benefit Pool (the "Plan") that, upon receipt of any Protected Health Information ("PHI"), EMPLOYER will comply with the provisions of the HIPAA Certification. These provisions include:

1. EMPLOYER certifies that it only will use or disclose PHI for plan administration purposes of the Plan, consistent with any Plan documentation and as permitted by law.
2. EMPLOYER will require that any agents or subcontractors to whom it provides PHI received under this Certification to agree in writing to the same restrictions and conditions that apply to COUNTY with respect to such information.
3. EMPLOYER agrees not to use or disclose any information received under this Certification for employment-related actions and decisions, or in connection with any other benefit or employee benefit plan sponsored by EMPLOYER.
4. EMPLOYER will report to the Plan any use or disclosure of information that is inconsistent with the uses or disclosures provided for under this Certification of which it becomes aware.
5. EMPLOYER will make available any information it holds under this Certification in order for Plan to comply with the access requirements under 45 CFR § 164.524.
6. EMPLOYER will make available any information it holds under this Certification in order for Plan to comply with the amendment requirements under 45 CFR § 164.526, and will incorporate any amendments to PHI it holds, as required in 45 CFR § 164.526.
7. EMPLOYER agrees to document and provide a description of any disclosures of PHI, and information related to such disclosures, as would be required for Plan to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

8. EMPLOYER agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services, for purposes of the Secretary determining the Plan's compliance with the HIPAA Privacy Regulations.
9. EMPLOYER will return or destroy all PHI received from Plan that EMPLOYER maintains in any form, including by agents or subcontracts, and retain no copies of such information, when it is no longer needed for the purpose for which the disclosure was made, except that, if EMPLOYER and Plan agree that such return or destruction is not feasible, EMPLOYER will limit further uses or disclosures of the information to those purpose that make the return or destruction of the information infeasible.
10. EMPLOYER will resolve issues of noncompliance with the terms of this Certification by persons entitled to use or disclose PHI under this Certification in a timely manner.
11. EMPLOYER will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it receives from the Plan, in accordance with the HIPAA Security Standards, 45 CFR Parts 160, 162, and 164. EMPLOYER will report to the Plan any security incident under the HIPAA Security Standards of which it becomes aware.
12. EMPLOYER will establish adequate separation between EMPLOYER and Plan, as required under 45 CFR § 164.504(f)(2)(iii) by limiting access to PHI to those employees or classes of employees listed below whom EMPLOYER has determined are entitled to use or disclose such PHI. EMPLOYER will require that these listed employees will receive HIPAA Privacy Training and only may use or disclose such PHI for plan administration functions, as defined in the HIPAA Privacy Regulations. Plan only will disclose PHI to the following employees whom EMPLOYER has determined are entitled to receive PHI.

Printed Name of Contracting Authority

Signature of Contracting Authority

Date

PLAN INFORMATION

- RNBC must be received by 08/14/2025 to avoid additional administrative fees.
- Signature below is required to confirm and accept your group's renewal.
- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- If applicable, retiree rates are the same for medical, dental, and vision as active employees regardless of age.
- If applicable, broker commissions are included in rates.

_____ Initial to confirm Plan Information.

RENEWAL CONFIRMATION SIGNATURE

Signature of County Judge or Contracting Authority

Date: _____

Please PRINT Name and Title

The Texas Association of Counties would like to thank you for your membership in the only all county-owned and county directed Health and Employee Benefits Pool in Texas.



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

2025 – 2026 Alternate Plan Proposal

Group: 56516 - Hall County

Effective Date: 11/01/2025

	Current Plan Year	Renewal Rates	Option 1	Option 2	Option 3
Plan:	Plan 1200-G2	Plan 1200-G2	Plan 1300-NG	Plan 1400-NG	Plan 1500-NG
Option:	RX-4A-G2	RX-4A-G2	RX-4A-NG	RX-4A-NG	RX-4A-NG

Rates

Employee Only	\$1,089.54	\$1,157.08	\$1,184.42	\$1,140.30	\$1,103.12
Employee & Spouse	\$2,238.72	\$2,377.52	\$2,434.12	\$2,342.76	\$2,265.80
Employee & Child(ren)	\$1,669.68	\$1,773.20	\$1,815.30	\$1,747.34	\$1,690.08
Employee & Family	\$2,755.12	\$2,925.94	\$2,995.70	\$2,883.12	\$2,788.24

Medical Plan

Deductible In/Out Network	\$1370/4110	\$1370/4110	\$1500/4500	\$2000/6000	\$2500/7500
Co-Insurance% In/Out	80/60	80/60	80/60	80/60	80/60
Co-Insurance Maximum	\$4100/8200	\$4100/8200	\$3500/7000	\$4000/8000	\$4350/8000
Office Visit	\$40	\$40	\$30	\$35	\$40
Specialist Visit					
Emergency Room Hospital	\$135	\$135	\$150	\$150	\$150

Prescription Plan

Prescription Card Co-Pay	\$15/30/50	\$15/30/50	\$10/25/40	\$10/25/40	\$10/25/40
Deductible	\$0	\$0	\$0	\$0	\$0

Proposal rates are based on the following information:

- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- Rates are based on a minimum employer contribution of 100% of the employee only rate or current funding level.
- Retirees pay the same premium as active employees regardless of age for medical and dental.
- Form must be received by 08/14/2025 in order to avoid a delay in implementation of benefits and/or late processing fees.

Please indicate the selected plan here _____.

Fax the signed document to 512-481-8481 or email to meganw@county.org.

Signature _____ Date _____



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

HEALTHY COUNTY: COUNTY SPECIFIC INCENTIVE PROGRAM

A County Specific Incentive (CSI) is a wellness program that rewards employees and/or spouses for healthy behaviors such as completing an annual exam, tobacco affidavit, or participating in a physical activity program in exchange for avoiding a premium contribution, a lower monthly premium, earn additional days of PTO, or other rewards decided on by the County or District. Penalties and Rewards are administered at the county or district level.

Healthy County is available to assist in the process of designing, communicating, and tracking a CSI. Employees will be able to view their progress and completion of the incentive online or on the mobile app.

YOUR COUNTY OR DISTRICT'S CSI

Our records indicate that your County or District does not currently have a CSI. Please make a selection below to let us know if you would like to implement a CSI or learn more about implementing a CSI. Your county or district's Wellness Consultant will reach out to you to discuss design options. Also, please feel free to contact your county or district's Wellness Consultant at any time to begin this process. If your County or District decides to implement a CSI, there is a six week waiting period before employees can view the program online.

- ☐ We would like to implement a CSI Program for the 2025-2026 plan year.
- ☐ We are interested in learning more about the CSI Program.
- ☐ We are not interested in learning more about the CSI Program at this time.

County or District Name: _____

Printed Name and Title: _____

Contracting Authority Signature: _____

Date: _____

Plan Year 2026 Benefit Updates

COBRA Update

New TAC HEBP Billing Policy

Spouse Eligibility Form Change

Pharmacy Network Update

New Billing & Payment Policy

Effective May 1, 2025

TAC HEBP now has a new billing policy. Groups are required to pay on time and as billed each month.

The updated policy which included information on Timely Payment Requirements, Late Payment Timelines, Payment Methods, and Payment Options was sent in mid-April. If you did not receive it or need another copy, please contact your Employee Benefit Specialist.

New COBRA Administrator

Effective May 1, 2025

TAC HEBP transitioned to a new COBRA administrator, BenefitConnect|COBRA.

All current groups partnering with TAC HEBP for COBRA services have successfully transitioned to the new vendor. If your group is continuing COBRA administration through TAC HEBP and BenefitConnect|COBRA, you will receive an amended Interlocal Agreement with your renewal. Please review, sign, and return it promptly.

Groups interested in transitioning to BenefitConnect|COBRA or learning more about the service may contact their Employee Benefits Consultant (EBC) for details, including the COBRA fee schedule and support model.

At renewal, groups have the option to:

1. Continue COBRA administration through TAC HEBP and BenefitConnect|COBRA;
2. Elect to self-administer COBRA benefits; or
3. Select an outside third-party administrator (TPA) — groups choosing this option will continue to process terminations through OASys.

If your group currently self-administers or uses a TPA, we encourage you to explore the benefits of our fully supported COBRA solution. Your EBC is available to walk you through the advantages and answer any questions.

Spouse Eligibility Verification

Effective October 1, 2025

The Board voted to remove the requirement for spouses to obtain coverage through their own employer before becoming eligible for coverage under the Pool.

While the Spouse Eligibility Verification Form will remain available for groups that wish to continue using it, its use is now optional and no longer mandatory.

Pharmacy Network Optimization

To help manage rising pharmacy costs and enhance overall prescription drug savings for the Pool, TAC HEBP will transition to a more focused pharmacy network. As part of this change, CVS, Kroger, United Pharmacy, and Albertsons pharmacies will no longer be included in the network effective on your group's anniversary date.

Navitus, our pharmacy benefit manager, conducted a thorough analysis and estimates that this change will impact **fewer than 12%** of the Pool's 49,000 covered members.

Members who currently fill prescriptions at one of the excluded pharmacies will be contacted 30 days prior to the effective date and provided with a list of nearby, in-network pharmacy alternatives based on their zip code.

This strategic shift is designed to maximize cost efficiency while continuing to support access to high-quality pharmacy care.



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

12-Month Medical Report

Post Date : Mar 2025

Metrics : (Average Members, Average Subscribers, Total Contribution, Medical Paid, Pharmacy Paid, Paid)

Rows : (Paid Date)

Columns : (Metrics)

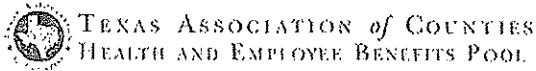
Paid Date : Last 12 Months (Apr 2024 - Mar 2025)

Account : (000094500 - POOLED)

Coverage Type : (Medical)

Group : (056516 - HALL COUNTY)

Paid Date	Average Subscribers	Average Members	Total Contribution	Medical Paid	Pharmacy Paid	Paid
Apr 2024	27	30	\$30,240.08	\$3,764.87	\$5,845.59	\$9,610.46
May 2024	28	31	\$31,297.90	\$3,611.33	\$3,902.78	\$7,514.11
Jun 2024	28	31	\$31,297.90	\$3,229.89	\$5,273.60	\$8,503.49
Jul 2024	27	30	\$30,240.08	\$13,175.51	\$6,775.69	\$19,951.20
Aug 2024	28	31	\$31,297.90	\$15,225.59	\$6,001.34	\$21,226.93
Sep 2024	27	30	\$30,240.08	\$10,423.92	\$5,864.89	\$16,288.81
Oct 2024	27	30	\$30,240.08	\$10,089.72	\$11,065.53	\$21,155.25
Nov 2024	28	32	\$32,816.58	\$2,082.15	\$6,899.72	\$8,981.87
Dec 2024	28	32	\$32,816.58	\$6,796.39	\$10,687.64	\$17,484.03
Jan 2025	28	32	\$32,816.58	\$5,720.89	\$6,949.55	\$12,670.44
Feb 2025	27	31	\$31,727.04	\$24,700.45	\$7,059.31	\$31,759.76
Mar 2025	27	31	\$31,727.04	\$4,788.13	\$9,208.81	\$13,996.94
Total: Selected Filter(s)	28	31	\$376,757.84	\$103,608.84	\$85,534.45	\$189,143.29



HCC - No PHI

Post Date : Mar 2025

Service Category : Total (Inpatient Facility, Outpatient Facility, Pharmacy, Professional)

Metrics : (Paid)

Claim Type : (MEDICAL, PHARMACY)

Coverage Type : (Medical)

Group : (056516 - HALL COUNTY)

Paid Month : Last 12 Months [Apr 2024 - Mar 2025]

Paid greater or equal 10000.00

Paid : descending

Encrypted Member ID	Member Status	Medical Paid	Pharmacy Paid	Total Paid
17890186308	Active	\$21,279.72	\$11,470.52	\$32,750.24
17680230173	Active	\$4,442.88	\$19,308.08	\$23,750.96
20550186327	Active	\$19,247.51	\$0.00	\$19,247.51
20450587139	Active	\$8,130.04	\$9,457.93	\$17,587.97
3510180293	Active	\$13,930.47	\$1,618.90	\$15,549.37
14730335856	Active	\$3,212.93	\$11,791.14	\$15,004.07
16770141443	Active	\$968.77	\$11,855.52	\$12,824.29
15560336442	Active	\$1,768.78	\$11,034.32	\$12,793.10
Query Total	8	\$72,971.10	\$76,536.41	\$149,507.51

Exhibit H

supplement is proportional to the amount of time each employee spends on specific management and preservation, including automation purposes.

GA-0118 (2003): The County Clerk Records Management and Preservation Fund may be used for employee salaries, so long as the employees perform records management and preservation functions. The clerk must determine what constitutes records management and preservation functions.

DM-0492 (1998): The records management and preservation fee must be spent for specific records preservation and automation projects, subject to the commissioners court's advance approval, and may not be diverted from its statutorily assigned purposes to pay other expenses of the clerk's office. Neither the county clerk nor the commissioners court controls this fund; as a practical matter they will have to agree.

DM-0371 (1995): A county clerk may collect the records management and preservation fee only on documents filed with the clerk in his or her capacity as county clerk, and not on birth, death, and fetal death records filed with clerk in his or her capacity as local registrar.

Hooten v Enriquez, 863 S.W. 2d 522 (Tex App.—El Paso 1993): County clerk has exclusive and absolute discretion to develop records management policies and procedure that will preserve permanent records in the clerk's office and monies collected under Local Gov't Code §118.011(b)(2) may only be used to pay for records management projects within the county clerk's office.

Donaldson v. Texas Department of Criminal Justice Correctional Institutions Division, 355 S.W.3d 722 (Tex. App.-Tyler 2011, pet. denied): Court costs may be imposed against inmate whose affidavit of indigency is denied by the court.



4. Clerks Records Management and Preservation Account¹⁹

Statutes: Local Gov't Code §135.154; see also Local Gov't Code §203.003(6)

Ancillary funding statutes:

Local Gov't Code §§135.101, 135.102

¹⁹ Amended by SB 1612 88th (R) Leg., effective January 1, 2024

Exhibit I

EXTENSION OF DISASTER DECLARATION IN COMMISSIONERSCOURT ORDER

WHEREAS, on May 9th, 2025, the Honorable Judge Ray Powell issued a proclamation declaring a state of disaster for Hall County resulting from

Significant and widespread rainfall over a two-week period, beginning April 22nd, has resulted in flash flooding and ongoing flood conditions.

WHEREAS, the conditions necessitating declaration of a state of disaster continue to exist; and

WHEREAS, §418.108(b) of the Texas Government Code provides that a local state of disaster may not be continued for a period of excess of seven days without the consent of the governing body of the political subdivision.

NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONERSCOURT of HALL County :

1. That the state of disaster proclaimed by the County Judge on May 9th, 2025, shall continue until terminated by order of the commissioner's court.

2. This ordinance is passed as an emergency measure and pursuant to [local authority for emergency measures] and shall become effective on the ____ day of May 2025.

PASSED AND ADOPTED, this ____ day of July 14, 2025.

APPROVED, this ____ day of July, 2025.

The Honorable Judge Ray Powell

To keep up with the inquiries to our office for records, we need to get with the times and get everything online. To hire a company to do it for us is anywhere from \$100 to \$300 thousand dollars!! If I had a second clerk to mainly just scan records it would be \$11,450 added to the budget yearly (\$21,450 annually)

Lucheryl is working part-time, 29 ½ hours per week, \$10 per hour - \$295.00 a week. I would like to put her full time starting today at \$11 per hour for the extra 8 hours per week, out of Records Management Funds. This would be approximately \$880 from now until October 1, 2025.

No Insurance