

COLORADO COUNTY COMMISSIONERS COURT  
NOTICE OF OPEN MEETING

DATE OF MEETING: JUNE 22, 2020 – 9:00 A.M.  
BUILDING: Colorado County Courthouse, County Courtroom  
STREET LOCATION: 400 Spring Street  
CITY OF LOCATION: Columbus, Texas

Pursuant to the Suspension Order by Governor Abbott of certain provisions of the Texas Open Meetings laws, seating inside the County Courtroom shall be limited according to spacing guidelines to protect the public, staff and members from potential exposure to the Coronavirus (COVID-19). Anyone can also remotely participate in the meeting by the Zoom meetings app or a toll-free dial in number listed below:

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<https://txcourts.zoom.us/j/93198500943>  
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Pursuant to the authority granted under Government Code, Chapter 551, the Commissioners Court may convene in a closed meeting to discuss, deliberate and take action on any of the agenda items listed below. Immediately before any closed session, the specific section or sections of Government Code, Chapter 551, which provides statutory authority, will be announced.

**On this the 22nd day June 2020, the Commissioners Court of Colorado**

**County, Texas met in Regular Session at 9:00 A.M., in their regular meeting place**

**at the Colorado County Courthouse, County Courtroom, 400 Spring Street, in the**

**City of Columbus, Texas.**

**The Following Members were present, to wit:**

<b>Honorable Ty Prause</b>	<b>County Judge</b>
<b>Honorable Doug Wessels</b>	<b>Commissioner Precinct #1</b>
<b>Honorable Darrell Kubesch</b>	<b>Commissioner Precinct #2</b>
<b>Honorable Tommy Hahn</b>	<b>Commissioner Precinct #3</b>
<b>Honorable Darrell Gertson</b>	<b>Commissioner Precinct #4</b>
<b>Honorable Kimberly Menke</b>	<b>County Clerk</b>

**County Judge Ty Prause called the meeting to order at 9:05 A.M., followed by**

**Pledges to the United States Flag and Texas Flag.**

**MINUTES OF THE COLORADO COUNTY  
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**JUNE 22, 2020**

DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

\_\_1. Agenda as posted.

**Motion by Commissioner Wessels to approve Agenda; seconded by Commissioner  
Kubesch; 5 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachment)**

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FILED FOR RECORD  
COLORADO COUNTY, TX  
2020 JUN 18 PM 4:41

DATE OF MEETING: JUNE 22, 2020 – 9:00 A.M.  
BUILDING: Colorado County Courthouse, County Courtroom  
STREET LOCATION: 400 Spring Street  
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KIMBERLY MENKE  
COUNTY CLERK

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DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

- \_\_\_1. Agenda as posted.
- \_\_\_2. Public comments.
- \_\_\_3. COVID-19 Workshop. (Prause)
- \_\_\_4. Discuss the purchase of COVID-19 related equipment as it relates to CARES ACT funding. (Furrh)
- \_\_\_5. Request by Castex Energy, Inc. to release Superheavy Bond No. B011957 for County Road 149 (Schindler Road), Precinct No. 4. (Gertson)
- \_\_\_6. Amendment of the Interlocal Cooperation Act Contract to Provide Health Care Services between the University of Texas Medical Branch at Galveston and Colorado County. (Prause)
- \_\_\_7. Agreement between Colorado County and the Texas Department of Transportation to contribute right of way funds to replace the bridge and approaches on FM 109 at Cummins Creek (RCSJ No. 0716-02-049), Precinct No. 3. (Hahn)
- \_\_\_8. Renew membership to State of Texas Cooperative Purchasing Program (CO-OP) and payment of participation fee in the amount of \$100.00 to the Texas Comptroller of Public Accounts. (Kana)
- \_\_\_9. Consent Items:
  - a. Certificate of Liability Insurance posted by Intermedix Corporation, a subsidiary of R1 RCM Inc. (6/1/2020 – 6/1/2021).

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- \_10. Examine and approve all accounts payable and budget amendments.
- \_11. Announcements (without discussion and no action) by elected officials/department heads.
- \_12. Commissioners Court Members sign all documents and papers acted upon or approved.
- \_13. \* Budget Workshop. (Kana)
- \_14. Adjourn.

The Colorado County Courthouse is wheelchair accessible and accessible parking spaces are available.

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**\_\_2. Public comments.**

**Judge Prause stated there were no Public Comments from anyone in attendance or  
by Zoom Meeting app.**

**\_\_3. COVID-19 Workshop. (Prause)**

**Updates were given by Judge Prause, Chuck Rogers, Emergency Management Coordinator  
and Michael Furrh, EMS Director.**

**\_\_4. Discuss the purchase of COVID-19 related equipment as it relates to CARES ACT funding. (Furrh)**

**No Action Taken  
(See Attachment)**

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**COLORADO COUNTY  
EMERGENCY MEDICAL SERVICES**

*"Dedicated to Serving Our Communities"*

305 Radio Lane #101  
979-732-2188 Fax: 979-732-9635  
amolina@ricemedicalcenter.net

Date: 6/16/2020

From: Dr. Alyssa Molina, EMS Director / Colorado County Health Authority

Reference: COVID-19 mitigation

To whom it may concern,

Colorado County EMS is pursuing purchasing equipment to help mitigate the spread of COVID-19 for its emergency medical services personnel by outfitting all of its in-service ambulances and personnel with equipment that is believed to limit the exposure of personnel. A summary of the purchases are as follows:

- 1) Lucas Mechanical CPR covers – The American Heart Association states, "... consider replacing manual chest compressions with mechanical CPR devices to reduce the number of rescuers required (Edelson, et al., 2020)." Per this guidance, "It is essential that personnel protect themselves and their colleagues from unnecessary exposure. Exposed providers who contract COVID-19 further decrease the already strained workforce available to respond and have the potential to add strain if they become critically ill (Edelson, et al., 2020)." By providing the hard covers versus the soft covers for our existing Lucas devices, sanitization because quicker and more effective that what we are able obtain at this moment.
- 2) Zoll EMV + Ventilators – The American Heart Association published a statement to prioritize oxygenation and ventilation strategies with lower aerosolization risk. They state, "While the procedure of intubation carries a high risk of aerosolization, if the patient is intubated with the cuffed endotracheal tube and connected to a ventilator with a high efficiency particulate air (HEPS) filter in the path of exhaled gas... the resulting closed circuit carries a lower risk of aerosolization than any other for of positive-pressure ventilation (Edelson, et al., 2020)." The County is lacking this capability on all of its ambulances, but this statement also addresses the need for exhaled gas filtration. On our County ambulances, we currently have disposable CPAP / BiPAP devices which do not have the ability to filter exhaled air. CPAP / BiPAP is a procedure that creates aerosolized droplets that can more easily penetrate our PPE. If this intervention is needed, this would put the provider at a greater risk of being exposed to COVID-19, even if wearing the appropriate PPE. However, by purchasing these ventilators that offer CPAP/BiPAP capabilities, EMS and hospital personnel can provide this intervention while utilizing inline viral filter that greatly reduce the exposure to COVID-19.
- 3) Stryker Powerload systems and stretcher upgrades to accommodate the Powerload system – Colorado County EMS current method of stretcher loading requires two providers to be utilized. It requires one provider at the foot of the stretcher and one at the head to lift the stretcher into the ambulance. This provider then moves to the foot of the stretcher to assist the 2<sup>nd</sup> provider in lifting the stretcher and pushing it and the patient into the unit. This placed two providers less

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than 6 feet from a patient who could have COVID-19, potentially exposing them to the virus. With the Powerload system, only one provider is needed, and they do not need to be by the head of the stretcher as it allows the head of the stretcher to slide into a locking mechanism. The two providers can now stay at the foot of the stretcher, push a button, to lift the stretcher and slide it into the ambulance. This eliminates the second provider being around the patient. For a suspected or confirmed COVID-19 patient, Colorado County EMS has implemented some clinical guidance which allows the driver to remain in the cab of the vehicle and never have patient contact. The CDC has advised that, "During transport, limit the number of providers in the patient compartment to essential personnel to minimize exposure ("Interim Guidance for Emergency Medical Services (EMS) Systems and 911 Public Safety Answering Points (PSAPs) for COVID-19 in the United States", 2020)." The American Heart Association states, "Limit personnel in the room or on scene to only those essential to patient care (Edelson, et al., 2020)." Having a Powerload system would support this guidance to limit potential exposure to only one crew member instead of two.

- 4) Laptop computers – The purchase of mobile, laptop computers are necessary for our organization to continue to function during this ongoing pandemic. EMS is a business that does not stop and continues to change every day as more and more information is discovered about COVID-19. Our Command Staff must continue to be unified and pass information to each other quickly via telework. This enable us to follow the guidelines of social distancing, while allowing us to continue to function as a unified front for our citizens and organization. These computers will be used daily for COVID-19 briefings and information sharing within our organization.
- 5) Infectious Disease Squad (Unit) – For rural Colorado County, it is imperative that we keep our EMS workforce safe. As a smaller EMS agency, even one exposure or potential exposure will have an adverse effect on our department and could create a "domino effect" with our employees. By having an Infectious Disease Unit, this will allow us to initially send one provider to a positive dispatched screened COVID-19 call that has all the proper equipment located in one vehicle. This vehicle will be able to house all appropriate PPE, our AMBUSTat sanitization machine, and any other equipment that will allow for the mitigation of COVID-19. This will also decrease the amount of staff that will be having initial patient contact with a possible COVID-19 patient and risk the most exposure. It will be available for response 24 hours a day to our 1,000 square mile response area.
- 6) Accessories and warranties – The purchase of all this equipment requires additional accessories, warranties and installation charges to ensure they are working, response ready and installed correctly. With the unknown nature and etiology of COVID-19, these items could be needed for years to come. The purchase of extended warranties is a necessary expense to be covered under this funding opportunity to assure that Colorado County EMS can utilize this equipment for future or continuing outbreaks.

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Please do not hesitate to reach out to my office if you should have any further questions.

Best regards,

Dr. Alyssa Molina,  
Colorado County EMS Medical Director, Colorado County Health Authority

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References:

Edelson, D.P., Sasson, C., P.S., Atkins, D. L., Aziz, K., Becker, L.B., Topjian, A. (2020). Interim Guidance for Basic and Advanced Life Support in Adults, Children and Neonates With Suspected or confirmed COVID-19: From Emergency Cardiovascular Care Committee and Get with the Guidelines – Resuscitation Adult and Pediatric Task Forces of the American Heart Association in Collaboration with the American Academy of Pediatrics, American Association for Respiratory Care, American College of Emergency Physicians, The Society of Critical Care Anesthesiologists, and American Society of Anesthesiologists. Supporting Organizations: American Association of Critical Care Nurses and National EMS Physicians. Circulation. Doi: 10.1161/circulationaha.120047463

Interim Guidance for Emergency Medical Services (EMS) Systems and 911 Public Safety Answering Points (PSAPs) for COVID-19 in the United States. (2020, March 10). Retrieved from <https://www.cdc.gov/coronavirus/2019-ncov/hcp/guidance-for-ems.html>

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**Customer Quote**

**Order No.:** Q2020-0001  
**Quote Date:** 6/18/2020  
**Expiration Date:** 9/16/2020  
**Salesperson:** Adam Fischer  
afischer@frazerbilt.com

**Invoice To:**

Michael Furrh  
Colorado County EMS  
305 Radio Lane  
Columbus TX 78934  
US

**Attention:**

EMS Director  
Michael Furrh  
michael.furrh@co.colorado.tx.us

No.	Item	Quantity	U/M	Unit Price	Net Amount
1	MODULE-EMS 9' UCV	1.000	EA	\$ 105,775.00	\$ 105,775.00
2	CHASSIS 2020/21 Ford F-350 Diesel	1.000	EA	\$ 52,750.00	\$ 52,750.00
3	DELIVERY Customer Pick Up - FOB Frazer	0.000	M	\$ 2.75	\$ 0.00
4	HGAC-NEW HGAC Fee for a New Unit	1.000	EA	\$ 1,000.00	\$ 1,000.00
5	MISC-LABOR Priority Scheduling Fee	1.000	EA	\$ 10,000.00	\$ 10,000.00

If a new chassis has to be ordered, we will commit to completing the unit within 2 months of the chassis being on the ground.

If a chassis is sourced and in possession at the time Frazer receives the PO, we will commit to completing the unit within 4 months of receipt of PO.

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Defining the future of Mobile Healthcare.™

## Customer Quote

Order No.: Q2020-0001  
Quote Date: 6/18/2020  
Expiration Date: 9/16/2020

**Remit To:**

Per TMVCC, we are quoting this through our  
licensed franchise dealer, Sterling McCall Ford

Sterling McCall Ford  
6445 Southwest Freeway  
Houston TX 77074

Sale Amount: 169,525.00  
Sales Tax: 0.00  
Total Amount: 169,525.00

**Payment Terms:** Net 30

**Special Instructions:**

Email this quote along with your PO to [sales@frazerbilt.com](mailto:sales@frazerbilt.com).  
Graphics pricing includes two hours' design time in the base price.  
More extensive graphics or multiple changes will be billed at \$100/hr.

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June 18, 2020

For your convenience, all module pricing has been itemized below per quote Q1603-0001 for Austin-Travis County EMS:

<b>Frazer 9' Urban Command Vehicle</b>	\$	67,900.00
2020, F-350, diesel, 4x4, crew cab, aluminum wheels, 60" CA, single rear wheels, white paint	\$	incl.
Chassis Exterior Upgrades	\$	25,350.00
Chassis Interior Upgrades	\$	4,175.00
Module Exterior Upgrades	\$	8,350.00
<b>Total</b>	<b>\$</b>	<b>105,775.00</b>

**Items included in above total:**

**Chassis Exterior Upgrades:**

1 . MEPS 6.3kW power source w/ ACU mounted in electrical compartment	\$	15,000.00
2 . Furnish and install Ranch Hand full replacement front bumper w/ receiver hitch	\$	1,750.00
3 . a) License plate holder to ship loose	\$	incl.
4 . Add Anderson plug inline on winch cable	\$	250.00
5 . Furnish and install Tomar 58" 970L Scorpion light bar on chassis roof	\$	4,425.00
6 . (4) Whelen M4 series grille and intersect LEDs	\$	incl.
7 . a) Grille are red	\$	incl.
8 . b) Intersects are blue	\$	incl.
9 . (2) Whelen speakers on front grille guard behind the mesh	\$	incl.
10 . Mounting wood	\$	incl.
11 . Tie downs & spacers	\$	incl.
12 . Furnish & install Backup alarm	\$	incl.
13 . Mud flaps	\$	incl.
14 . This unit will be weighed and weight slip will be in delivery book.	\$	incl.
15 . Issue temporary license plate	\$	incl.
16 . Wash Unit	\$	incl.
17 . Route chassis exhaust to under passenger side rear storage compartment (See Q-2152)	\$	incl.
18 . (1) Mega fuse	\$	incl.
19 . Chassis will have aluminum wheels	\$	incl.
20 . Go Industries Rancher Rugged Step	\$	1,675.00
Furnish and install Bueil 10" and 12" air horns behind the full replacement front bumper w/	\$	1,850.00
21 . momentary switch on console and standard compressor in electrical compartment	\$	1,850.00
22 . Window tint on chassis windows (crew cab)	\$	400.00
23 . Unit will receive state inspection	\$	incl.
<b>Chassis Exterior Total</b>	<b>\$</b>	<b>25,350.00</b>

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**Chassis Interior Upgrades**

24 . Furnish & install pinned powder coated aluminum six position console	\$	Incl.
25 . a) Slot 1: Single Slot Switch Panel	\$	incl.
26 . Console Switch Layout : Primary - Secondary - Air Horn - Kussmaul USB - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load		
27 . b) Slot 2: Siren 1 (Whelen 295HFSC9 siren w/ Tap-2)	\$	incl.
28 . c) Slot 3: Radio Plate: 7.5 L X 2.5 W opening dims	\$	incl.
29 . f) Slot 4: Radio Plate: 7.5 L X 2.5 W opening dims	\$	incl.
30 . g) Slot 5: Double blank insert	\$	175.00
31 . h) Slot 6: Joined with slot 5	\$	incl.
32 . Kussmaul USB at Console	\$	225.00
33 . Arm rests on console	\$	225.00
34 . Front of Console: Dual Cup Holder	\$	125.00
35 . Rear of Console: Single Mapholder		225.00
36 . Install customer provided RAM tablet mount on passenger side of console slot 1	\$	75.00
37 . Install customer provided flashlight charger on p/s console slot 1 under the RAM mount. Wire to failsafe	\$	75.00
38 . Install customer provided radio equipment: - EF Johnson radio head at console slot 1; wired battery hot - Radio base in electrical compartment - Antenna on module roof - Mic on D/S of console slot 2	\$	675.00
Install customer provided radio equipment: - Kenwood VHF radio in console slot 2; wired battery hot - Mic on P/S of console slot 2 - Antenna on module roof	\$	675.00
39 . - Radio base stays in electrical compartment		
40 . Furnish & install Voyager quad view monitor with S-Video to Voyager adapter in the truck cab	\$	1,700.00
41 . a) Mount camera above rear compartment between rear scene lights	\$	incl.
42 . Spotlight (shipped loose)	\$	incl.
<b>Chassis Interior Total</b>	<b>\$</b>	<b>4,175.00</b>

**Module Exterior Upgrades**

43 . Furnish and install trim and module corner caps	\$	incl.
44 . Furnish and install skins	\$	incl.
45 . Paint module Frazer white	\$	incl.
46 . Striping & lettering to be completed by customer after delivery	\$	incl.
47 . Install Dri-Deck in all compartment. Install rib rubber on slide pan for compartment (D3), (P4), and (R1).	\$	incl.
48 . (8) LED marker lights	\$	incl.
49 . All clear lenses on LEDs	\$	incl.
50 . (6) Whelen M6 red LED corner box lights	\$	Incl.
51 . (2) Whelen M6 amber LEDs on upper rear of module in lieu of standard (in line with the box lights)	\$	Incl.
52 . (2) Whelen M6 B/T/T's on rear of module	\$	Incl.

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53 . (3) Whelen 600 series scene lights on module in lieu of standard: (1) on each side and (1) on rear	\$	Incl.
54 . Furnish and install single 30 amp Meltric shore power on front wall of module w/ pig tail shipped loose	\$	Incl.
55 . Shore power ignition kill switch	\$	225.00
56 . Furnish & install fuel guard in standard location	\$	incl.
57 . Furnish and install driver side compartment (D1) and passenger side compartment (P1) with one removeable shelf evenly spaced in each compartment	\$	incl.
58 . a) 3 high "D" cylinder holder in passenger side (P1) compartment	\$	300.00
59 . b) Furnish and install Eberhard latches	\$	incl.
60 . Furnish and install driver side (D2) compartment and passenger side (P2) compartment	\$	incl.
61 . a) <i>Steel cable in lieu of gas shock</i>		
62 . b) Furnish and install Eberhard latches	\$	incl.
63 . Furnish and install driver side compartment (D3) and passenger side compartment (P3)	\$	incl.
64 . a) Furnish and install (2) magnets for door hold open on driver's side (D3) compartment	\$	100.00
65 . b) Driver Side (D3) will have Adjustable shelf and slide out, add vent to Back wall of compartment	\$	
66 . c) Powder coat driver side (D3) compartment door panel white to act as dry erase board	\$	75.00
67 . d) Furnish and install (1) 120VAC GFI outlet on front wall in driver side (D3) compartment	\$	325.00
68 . e) Furnish and install 3 receptacle 12VDC outlet w/ medical diode isolator on front wall in driver side (D3) compartment-wired ignition hot	\$	175.00
69 . f) Run 10-2 wire to driver side (D3) compartment on upper left wall between GFI and 12VDC outlets	\$	125.00
70 . i) Furnish and install Whelen LED strip- lite in front driver's side (D3) compartment-solder connections. This light should be activated when opening the compartment door	\$	250.00
71 . j) Furnish and install slide out tray in front driver side (D3) compartment with 5/8" lip on tray (100%extension 300lb capacity)	\$	850.00
72 . k) Passenger side (P3) compartment will be the electrical compartment	\$	incl.
73 . m) Electrical compartment on passenger side, add cover panel to electrical shelf.	\$	N/C
74 . Furnish and install the following in the electrical compartment/passenger side compartment P3:	\$	incl.
75 . a) 60 amp battery charger in lieu of standard 30 amp	\$	75.00
76 . b) Solenoid	\$	incl.
77 . c) 6 Position Fuse Block	\$	incl.
78 . e) Electrical panel	\$	incl.
79 . f) J1 Main Harness	\$	incl.
80 . g) MIDI Fuse Box	\$	incl.
81 . h) MIDI 50 amp fuse for Smart Siren	\$	incl.
82 . i) Furnish and install (1) 120VAC GFI outlet in passenger side (P3) electrical compartment wired ignition hot	\$	325.00
83 . j) Add vents to ceiling of compartment	\$	incl.
84 . j) Furnish and install Eberhard latches	\$	incl.
85 . Furnish and install driver side (D4) compartment with adjustable shelf (no slide out), add vent to back wall of compartment	\$	incl.
86 . a) Furnish and install 3 receptacle 12VDC outlet w/ medical diode isolator on front wall in driver side (D4) compartment-wired ignition hot	\$	175.00
87 . b) Furnish and install (1) 120VAC GFI outlet on front wall in driver side (D4) compartment wired ignition hot	\$	325.00

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88 . c) Furnish and install Eberhard latches	\$	incl.
89 . Furnish and install passenger side (P4) compartment with adjustable shelf, add vent on back wall of compartment	\$	incl.
90 . a) Furnish and install slide - out tray in middle passenger's side (P4) compartment with tray configured to hold cooler (100% extension, 300lb. capacity) - DISCUSS TRAY CONFIGURATION	\$	850.00
91 . b) Furnish and install Eberhard latches	\$	incl.
92 . Furnish and install driver side (D5) compartment and passenger side (P5) compartment with adjustable shelf, add vent to rear of compartment	\$	incl.
93 . a) Furnish and install Eberhard latches	\$	incl.
94 . Furnish and install rear compartment (R1) on rear wall with slide out	\$	incl.
95 . a) Install rear threshold	\$	incl.
96 . b) Furnish and install Eberhard latches	\$	incl.
97 . c) Furnish and install slide out tray in rear (R1) compartment with 4" lip on tray (70% extension and 1,000lb capacity)	\$	2,325.00
98 . Rails on each side of the module roof	\$	700.00
99 . Furnish & install cast LED license plate light	\$	incl.
100 . LED flex strip lighting in all compartments	\$	incl.
101 . a) Install flex strip lighting on ceiling in driver side (D2) and passenger side (P2) compartments	\$	incl.
102 . b) Install flex strip lighting on both side of R1 (rear wall) compartment insert on rear wall next to compartment insert	\$	incl.
103 . c) Install flex strip lighting on forward wall of D1, D5 and P1, P3, P4, P5	\$	incl.
104 . d) Install flex strip lighting on rear wall of D3, D4	\$	incl.
105 . Furnish & install treadbrite at front, wheel wells, and rear corners	\$	incl.
106 . a) Driver's & Passenger's side front corner panels	\$	incl.
107 . b) Passenger's side wheel well panel	\$	incl.
108 . c) Driver's side wheel well panel (1) square filler guard	\$	incl.
109 . d) Driver side rear panel with (2) 4" round light cut outs	\$	incl.
110 . e) Passenger side rear panel with (2) 4" round light cut outs	\$	incl.
111 . Furnish & install (2) 4" round red LED lower B/T/T's and (2) 4" round lower clear back up lights	\$	incl.
112 . Master Hitch 2" receiver on rear bumper w/ wiring harness and light connector, modify light connector plug bracket so plug is flush with hitch	\$	1,150.00
113 . <i>Note: The plug connector for the trailer hitch to be flush with the hitch. The tab that the plug connector comes on from Master Hitch will need to be modified.</i>		
114 . Furnish & install rear bumper	\$	incl.
<b>Module Exterior Total</b>	<b>\$</b>	<b>8,350.00</b>

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COMMISSIONER'S COURT REGULAR MEETING  
JUNE 22, 2020**



**PowerLoad and Upgrade Kits**

Quote Number: 10206705

Remit to: **Stryker Medical**  
P.O. Box 93308  
Chicago, IL 60673-3308

Version: 1

Prepared For: COLORADO COUNTY EMS  
Attn:

Rep: Tim Garza  
Email: tim.garza@stryker.com  
Phone Number:

Quote Date: 06/15/2020

Expiration Date: 09/13/2020

Delivery Address	End User - Shipping - Billing	Bill To Account
Name: COLORADO COUNTY EMS	Name: COLORADO COUNTY EMS	Name: COLORADO COUNTY EMS
Account #: 1077857	Account #: 1077857	Account #: 1077857
Address: 305 RADLIO LN STE 101 COLUMBUS Texas 78934	Address: 305 RADLIO LN STE 101 COLUMBUS Texas 78934	Address: 305 RADLIO LN STE 101 COLUMBUS Texas 78934

**Equipment Products:**

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	7	\$22,117.76	\$154,824.32
2.0	6506700001	6506 PWRLD COMPAT UPGRADE KIT	7	\$1,595.93	\$11,171.51
3.0	77100003	Cot Upgrade or Install	7	\$310.00	\$2,170.00
4.0	11576-000094	LUCAS Carrying Case, Hard Shell, STRYKER	6	\$402.05	\$2,412.30
Equipment Total:					\$170,578.13

**Price Totals:**

Grand Total: \$170,578.13

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

JUNE 22, 2020



**PowerLoad and Upgrade Kits**

Quote Number: 10206705

Version: 1

Prepared For: COLORADO COUNTY EMS

Attn:

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Tim Garza

Email: [tim.garza@stryker.com](mailto:tim.garza@stryker.com)

Phone Number:

Quote Date: 06/15/2020

Expiration Date: 09/13/2020

---

AUTHORIZED CUSTOMER SIGNATURE



MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

JUNE 22, 2020

**Deal Consummation:** This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

**Confidentiality Notice:** Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

**Terms:** Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

**Cancellation and Return Policy:** In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**JUNE 22, 2020**

- \_\_\_5. Request by Castex Energy, Inc. to release Superheavy Bond No. B011957 for County Road 149 (Schindler Road), Precinct No. 4. (Gertson)

**Motion by Commissioner Gertson to approve request by Castex Energy, Inc. to release Superheavy Bond No. B011957 for County Road 149 (Schindler Road), Precinct No. 4; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

JUNE 22, 2020

CASTEX ENERGY, INC. 333 Clay Street, Suite 2900 – Houston, TX 77002 281/447-8601 – FAX: 281-447-1009



June 17, 2020

Colorado County Courthouse  
400 Spring St.  
Room 107  
PO Box 236  
Columbus, Texas 78934

Attn: Honorable Judge Ty Praise

Re: Release of Bond  
Bond No. 011957  
Colorado County, Texas

Castex Energy, Inc., as Principal, and U.S. Specialty Insurance Company, as Surety is hereby requesting a release of the Superheavy or Oversize Permit Bond No. 011957, a copy of which is enclosed hereto. Let this letter serve as our written notice to cancel/release the bond with the Obligee, relieving the liability of both the Principal and the Surety. It is noted that the drilling and completions of the Schindler well were completed in 2019.

Upon release, please send the original bond to the below for further handling:

Castex Energy, Inc.  
Attn: Kendall Hernandez  
333 Clay Street  
Suite 2900  
Houston, Texas 77002

Should you have any questions or need further assistance, please do not hesitate to contact the undersigned.

Respectfully,

A handwritten signature in black ink that reads "Kendall Hernandez". The signature is written in a cursive, flowing style.

Kendall Hernandez  
Land Analyst  
[khernandez@castexenergy.com](mailto:khernandez@castexenergy.com)  
281-878-0056

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

JUNE 22, 2020

Bond B011957

**SUPERHEAVY OR OVERSIZE PERMIT BOND**

THE STATE OF TEXAS;

COUNTY OF COLORADO: KNOW ALL MEN BY THESE PRESENTS:

That we, Castex Energy, Inc., of 333 Clay Street, Suite 2900, Houston, Texas 77002, as Principal, and U.S. Specialty Insurance Company, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County of Colorado, Texas in the penal sum of Two Hundred Thousand Dollars (\$200,000.00) [One Hundred Thousand Dollars (\$100,000) for the first mile and One Hundred Thousand Dollars (\$100,000) for the additional mile], to the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that the said Principal will make payment to the County of Colorado, Texas of and for any and all damages that may be sustained to any highway or bridge under the jurisdiction of the County of Colorado, Texas by virtue of the operation of any equipment by the said Principal, for which a permit is issued to operate under the provisions of Transportation Code, Section 623.018.

NOW, THEREFORE, if the said Principal shall pay to the County of Colorado, Texas any and all damages that may be sustained to any highway as above recited by virtue of the operation of any equipment under the provisions of the law referred to above during a period beginning with the date of this bond and ending March 4, 2020, then this obligation to be null and void, otherwise to remain in full force and virtue of Law.

Dated this the 4<sup>th</sup> day of March, 2019.

Castex Energy, Inc.  
Principal

By Kevin J. [Signature] VICE PRESIDENT  
Title

U.S. Specialty Insurance Company  
Surety

Countersigned  
By [Signature]  
Texas Resident Agent  
Edwin H. Frank, III

By [Signature]  
Meredith K. Anderson, Attorney-in-Fact

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

JUNE 22, 2020

TEXAS COMPLAINT NOTICE

IMPORTANT NOTICE

AVISO IMPORTANTE

- 1 To obtain information or make a complaint:  
2 You may contact your agent.

Para obtener informacion o para someter una queja:  
Puede comunicarse con su agente.

- 3 You may call the company's toll free telephone  
number for information or to make a complaint at:

1-800-486-6695

Usted puede llamar de numerero de telefono gratis de  
la compania para informacion o para someter una  
queja al:

1-800-486-6695

- 4 You may also write to the company:

801 S. Figueroa St., Suite 700  
Los Angeles, CA 90017

Usted tambien puede escribir a la compania:

801 S. Figueroa St., Suite 700  
Los Angeles, CA 90017

- 5 You may contact the Texas Department of  
Insurance to obtain information on companies,  
coverages, rights or complaints at:

(800) 252-3439

Puede comunicarse con el Departamento de Seguros  
de Texas para obtener informacion acerca de  
companias, coberturas, derechos o quejas al:

(800) 252-3439

- 6 You may write the Texas Department of Insurance:

P.O. Box 149091  
Austin, TX 78714-9091  
Fax No.: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149091  
Austin, TX 78714-9091  
Fax No.: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

7

PREMIUM OR CLAIM DISPUTES:

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Should you have a dispute concerning your  
premium or about a claim you should contact the  
agent or the company first. If the dispute is not  
resolved, you may contact the Texas Department  
of Insurance.

Si tiene una disputa concerniente a su prima o a un  
reclamo, debe comunicarse con el agente o la  
companie primero. Si no se resuelve la disputa, prede  
entonces comunicarse con el departamento (TDI).

ATTACH THIS NOTICE TO YOUR POLICY:

UNA ESTE AVISO A SU POLIZA:

8

This notice is for information only and does not  
become part or condition of the attached document.

Esta aviso es solo para proposito de informacion y no  
se convierte en parte o condicion del documento  
adjunto.

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

JUNE 22, 2020



**POWER OF ATTORNEY**  
AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY, U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Edwin H. Frankfort, Michele Kayson, W. Russell Brown, Jr., Meredith K. Anderson  
or Stephen Michael Smith of Houston, Texas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million Dollars (\$3,000,000.00). This Power of Attorney shall expire without further action on April 23, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Best Resolved that the President, any Vice President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.

Best Resolved that the signature of any authorized officer and seal of the Company, heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1<sup>st</sup> day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY, U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



By:

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

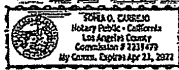
On this 1<sup>st</sup> day of June, 2018, before me, Sonia Ocasio, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which is in full force and effect. Furthermore, the resolutions of the Boards of Directors set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 1<sup>st</sup> day of June, 2019.

Corporate Seal  
Band No. 8353  
Agency No. 8353



Kio Lo, Assistant Secretary

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JUNE 22, 2020**

**ROAD USE AGREEMENT BETWEEN  
COLORADO COUNTY AND CASTEX ENERGY, INC.**

On this the 5th day of March 2019, Colorado County, herein known as "County" address 400 Spring Street, Rm. 107, Columbus, Texas 78934 and Castex Energy, Inc. herein known as Castex, address 333 Clay Street, Suite 2900, Houston, Texas 77002, for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, Castex, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, Castex, agrees to repair damage to the following roads County Road 149, in Commissioner Precinct No. 4.
4. The County and Castex agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After the overweight traffic stops, Castex, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. Castex, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

Castex Energy, Inc.

Kevin Ivy                      3/5/19  
Signature                                      Date

KEVIN IVY  
Printed Name

Authorized Representative for Colorado County:

Ty Prause, County Judge

\_\_\_\_\_  
Signature                                      Date

\_\_\_\_\_  
Colorado County Commissioner, Prct. No. \_\_\_\_\_

\_\_\_\_\_  
Signature of Commissioner                      Date

ATTEST:

\_\_\_\_\_  
Kimberly Menke, County Clerk

By: \_\_\_\_\_ Deputy

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

JUNE 22, 2020

Castex Energy, Inc. 333 Clay Street - Suite 2900 - Houston, TX 77002-2569 281/447-8601 - FAX: 281-447-1009



March 5, 2019

Colorado County Courthouse  
400 Spring St., Room 107  
P.O. Box 236  
Columbus, Texas 78934

Attention: Judge Ty Prause

Regarding: Castex Energy, Inc.

Please find the enclosed originals as follows:

- Road Use Agreement
- Superheavy or Oversize Permit Bond

Should you have any questions or need additional information, please contact the undersigned at (281) 878-0042 or [nschumann@castexenergy.com](mailto:nschumann@castexenergy.com).

Sincerely,

A handwritten signature in black ink that reads "Natalie Schumann". The signature is written in a cursive, flowing style.

Natalie Schumann  
*Sr. Regulatory Specialist*

/nns  
Enclosures



MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

JUNE 22, 2020



*Colorado County, Texas*

**TY PRAUSE**  
*County Judge*

Ph. (979) 732-2604  
Fax (979) 732-9389  
ty.prause@co.colorado.tx.us

P.O. Box 236  
400 Spring Street, Rm. 107  
Columbus, Texas 78934

June 25, 2020

Ms. Kendall Hernandez  
Castex Energy, Inc.  
333 Clay Street, Suite 2900  
Houston, Texas 77002

Dear Ms. Hernandez:

Our Commissioners Court met on June 22, 2020 and considered Castex Energy's request to release Superheavy or Oversize Permit Bond No. B011957. The agenda item was read, discussed and approved by Commissioners Court. Pursuant to your request, enclosed herewith is the original bond.

Respectfully,

*Sharon A. Marsalia*

Sharon Marsalia  
Administrative Assistant

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**JUNE 22, 2020**

- \_\_6. Amendment of the Interlocal Cooperation Act Contract to Provide Health Care Services between the University of Texas Medical Branch at Galveston and Colorado County. (Prause)**

**Motion by Commissioner Wessels to approve amendment of the Interlocal Cooperation**

**Act Contract to Provide Health Care Services between the University of Texas Medical**

**Branch at Galveston and Colorado County; seconded by Commissioner Kubesch; 5 ayes 0**

**nays; motion carried; it was so ordered.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**JUNE 22, 2020**

**AMENDMENT OF THE  
INTERLOCAL COOPERATION ACT CONTRACT  
TO PROVIDE HEALTH CARE SERVICES  
BETWEEN THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON  
AND THE COUNTY OF COLORADO**

This Amendment of The Interlocal Cooperation Act Contract ("Amendment") is made and entered into by and between County of Colorado ("County") and The University of Texas Medical Branch at Galveston ("UTMB"), to be effective as of September 1, 2019 ("Effective Date"), regardless of the date of execution.

**RECITALS**

- A. County and UTMB entered into the Interlocal Cooperation Act Contract and Business Associate Agreement effective September 1, 2014 (the "Contract"), wherein UTMB agreed to provide health care services to County's eligible residents, as more specifically described in the Contract.
- B. County and UTMB entered into a one year Renewal, having an effective date of September 1, 2015 ("Renewal"), as more particularly described therein.
- C. County and UTMB entered into an amendment to (a) amend the term of the Contract by extending the term to September 1, 2016 through August 31, 2017; (b) amend the term of the Contract by adding a renewal provision that renews the Contract for two additional consecutive one year terms through August 31, 2019; (c) update payment mailing addresses and contact information for notices; and (d) ratify the terms of the Contract and enter into the amendment as provided therein.
- D. County and UTMB now wish to enter into this Amendment to (a) amend the term of the Contract by extending the term, effective September 1, 2019 through August 31, 2020; (b) amend the Contract by adding an auto-renewal provision for additional one year terms; (c) amend the Contract to add without cause termination language; (d) amend the Notice section for UTMB's information; (e) clarify that UTMB will send annual rate updates to County through mutually agreed upon manner and method; and (f) ratify the terms of the Contract and enter into this Amendment as provided herein.

**CONTRACT AMENDMENT**

For and in consideration of the terms and conditions set forth herein, and for other good and valuable consideration, County and UTMB hereby agree to amend the Contract, as follows:

**1. AMENDMENT OF TERM & DELETE A SECTION.**

- a. Section 4.1, Term and Termination is amended by replacing the first paragraph as follows:

"4.1 The term of this Contract shall be from September 1, 2019 through August 31, 2020, regardless of the date of execution. The Contract will automatically renew for one year terms, subject to any applicable rate changes published by the Texas Health and Human Services Commission, which will be provided annually to the County in a manner and method mutually agreed upon

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

JUNE 22, 2020

between the parties, appearing as Exhibit D under the Contract. This Contract may be terminated without cause by either party at any time by giving thirty (30) days' written notice to the other party, or as otherwise specified herein."

b. Section 4.12 is hereby deleted from the Contract.

2. AMENDMENT OF NOTICE PROVISION.

4.6 UTMB's Notice section is hereby updated as follows [update in bold]:

"UTMB: Cheryl A. Sadro, CPA, MSM  
Chief Financial Officer  
The University of Texas Medical Branch  
301 University Blvd.  
Galveston, TX 77555-0128"

3. **Ratification and Defined Terms.** Except as modified by this Amendment, the Contract shall continue in full force and effect. UTMB and County each hereby ratify, affirm, and agree that the Contract, as herein modified and extended, represents the valid, binding and enforceable obligations of UTMB and County respectively. In the event of any conflict or inconsistency between the provisions of the Contract and this Amendment, the provisions of this Amendment shall control and govern. Except as otherwise defined in this Amendment, each of the terms used herein shall have the same meaning assigned to such terms in the Contract.

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Amendment and has caused this Amendment to be executed by its duly authorized representative as of the Effective Date.

COUNTY OF COLORADO

THE UNIVERSITY OF TEXAS MEDICAL  
BRANCH AT GALVESTON

By: 

By: Cheryl A. Sadro

Name: Ty Prause

Cheryl A. Sadro, CPA, MSM  
Chief Financial Officer

Title: County Judge

Date: 6-22-20

Date: 07/02/2020

Attest: Jessie Adams, County Clerk

Content Reviewed NJA

Election by County as to Method of  
Invoicing (please initial one):  
 Paper Monthly Statement  
 Electronic

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**JUNE 22, 2020**

**EXHIBIT D  
Compensation Schedule**

- Inpatient Services:** County agrees to pay for authorized Inpatient Services in accordance with Texas Medicaid allowable In-Patient TEFRA rate calculated from UTMB's most recent cost report. Payments for services rendered will be in accordance with UTMB's facility specific current TEFRA In-Patient Percentage of current billed charges.
- Outpatient Services:** County agrees to pay for authorized Outpatient Services in accordance with Texas Medicaid allowable Out-Patient TEFRA rate calculated from UTMB's most recent cost report. Payments for services rendered will be in accordance with UTMB's facility specific current TEFRA Out-Patient Percentage of current billed charges.
- Outpatient Surgery:** County agrees to pay authorized Outpatient Surgeries in accordance with UTMB's then TEFRA Out-Patient Percentage.
- Implants:** County agrees to pay for authorized implants at 33% of UTMB's billed charges.
- Outpatient Laboratory Services:** County agrees to pay authorized Outpatient Laboratory Services in accordance with UTMB's current TEFRA Out-Patient Percentage of billed charges.
- Professional Services:** County agrees to pay all authorized physician services, except Anesthesia services reimbursed per ASA unit, at 120% of the current Texas Medicaid Reimbursement Methodology. If the Center for Medicare and Medicaid, the state of Texas or any other governmental agency with governing authority reduces the Texas Medicaid Reimbursement Methodology during the term of this agreement, the parties hereto will increase the physician payment rates in equal proportion to offset the reduction.
- Mid-Level Providers:** County agrees to pay all covered mid-level provider services at 95% of the physician payment rates listed above under Professional Services.
- Anesthesia:** County agrees to pay \$55 per ASA unit, based on current ASA units and 15 minute time units.
- Any outpatient fees not otherwise defined:** County agrees to pay 33% of UTMB's billed charges.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JUNE 22, 2020**

**Sharon Marsalia**

---

**From:** Carbajal, Monica <mocarbaj@UTMB.EDU>  
**Sent:** Friday, June 12, 2020 11:29 AM  
**To:** Sharon Marsalia  
**Cc:** Estrada, Magen M.; Johnson, Wayne; Jessica Bergfeld; Ty Prause  
**Subject:** FW: Colorado County & UTMB Interlocal Cooperation Act Contract (ICAC) Renewal FY2020  
**Attachments:** COLORADOCOFINAL FORMAT -- Amendment ICAC Agreement FY20 Effective 9-1-2019.docx; FY20UTMBrates.docx

Ms. Marsalia,

I am told by Jessica Bergfeld that the attached agreement should be forwarded to yourself and County Judge Prause for review.

This is the indigent care agreement between UTMB and Colorado Co for indigent patients that might need to be sent for care at UTMB. The Covid 19 considerations put us all a bit behind but I am hoping we can get this closed out and signed soon.

As stated below, rather than actual "amendments" requiring signature each year or every other year, I have updated the attached amendment to include an "evergreen" or ongoing renewal clause. Either party would still have the option to terminate the agreement with the 'no cause' timeline listed in the base agreement and I will send you a note each year with actual rates for that fiscal year, just for your reference (the FY 20 rates are included here).

Please let me know what you think -- we can certainly set up a short call to discuss if that would be easier? If all seems OK however, please have the attached amendment signed and we shouldn't have to bother with signatures for a while going forward.

**From:** Carbajal, Monica <mocarbaj@UTMB.EDU>  
**Sent:** Thursday, April 9, 2020 2:39 PM  
**To:** Jessica Bergfeld <jessica.bergfeld@co.colorado.tx.us>  
**Subject:** RE: Colorado County & UTMB Interlocal Cooperation Act Contract (ICAC) Renewal FY2020

I was told to send the agreements to you and you would arrange. If that is incorrect, can you please tell me where I should send instead? I am hoping to get this signed soon if at all possible -- Thank you!

**From:** Jessica Bergfeld <jessica.bergfeld@co.colorado.tx.us>  
**Sent:** Thursday, April 9, 2020 2:36 PM  
**To:** Carbajal, Monica <mocarbaj@UTMB.EDU>  
**Subject:** Re: Colorado County & UTMB Interlocal Cooperation Act Contract (ICAC) Renewal FY2020

**WARNING:** This email originated from outside of UTMB's email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

Has this been emailed to our Colorado County Judge, All contracts are signed and approved by Colorado County Judge?

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**JUNE 22, 2020**

- \_\_7. Agreement between Colorado County and the Texas Department of Transportation to contribute right of way funds to replace the bridge and approaches on FM 109 at Cummins Creek (RCSJ No. 0716-02-049), Precinct No. 3. (Hahn)**

**10% of \$22,000.00 being \$2,200.00**

**Motion by Commissioner Hahn to approve agreement between Colorado County and the Texas Department of Transportation to contribute right of way funds to replace the bridge and approaches on FM 109 at Cummins Creek (RCSJ No. 0716-02-049), Precinct No. 3; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**JUNE 22, 2020**

DocuSign Envelope ID: 09CFAF46-6B64-4FD9-A61B-1E9FA683E4B0



June 12, 2020

Yoakum District  
Colorado County  
RCSJ No. 0716-02-049  
CCSJ No. 0270-02-045  
FM 109: From At Cummins Cr, & Cummins Cr. Relief  
To STR # 0716-02-015 & 016

The Honorable Ty Prause  
Colorado County Judge  
400 Spring St., Room 107  
Columbus, TX 78934

Dear Judge Prause:

The Texas Department of Transportation (TxDOT) is proposing to replace the bridge and approaches on FM 109 at Cummins Creek. The proposed construction will require 1.3031 acres of new right of way located on the north side of FM 109 at Cummins Creek.

In accordance with the Texas Administrative Code Title 43, Part 1, Chapter 15, Subchapter E. Federal and State and Local Participation, Section 15.55, TxDOT is asking Colorado County for a fixed amount of the estimated cost of right of way acquisition and eligible utility adjustments. Attached is an original of the Agreement to Contribute Right of Way Funds (Fixed Price) between Colorado County and the State of Texas which obligates the County to contribute \$2,200.00 reflecting 10% of the total estimated right of way cost of \$22,000.00. We are also requesting a Certified Motion/Order of Commissioners Court approving the Agreement to Contribute Right of Way Funds, granting signature authority and authorizing payment.

Upon receipt of the executed original of the Agreement to Contribute Right of Way Funds, check and the Resolution of the Commissioners Court, we will request a full release to purchase the right of way. A fully executed original of the Agreement to Contribute Right of Way Funds will be returned to you for your permanent files.

OUR VALUES: *People • Accountability • Trust • Honesty*  
OUR MISSION: *Connecting You With Texas*

An Equal Opportunity Employer



MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

JUNE 22, 2020

DocuSign Envelope ID: 09CFAF46-6B64-4FD9-A61B-1E9FA683E4B0

If you have any questions, or need any further information, please contact Ben Blackstone of our office at (361) 293-4342 or [Benjamin.Blackstone@txdot.gov](mailto:Benjamin.Blackstone@txdot.gov).

Sincerely,

DocuSigned by:  
*Paul E. Reitz, P.E.*  
99C7A4E7200044D...

Paul E. Reitz, P. E.  
Yoakum District Engineer

Attachments  
CC: Ryan Simper, P.E., Yoakum District, TXDOT

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

JUNE 22, 2020

County Colorado  
District Yoakum  
ROW CSJ #0716-02-049  
CCSJ #0716-02-045  
Federal Project #:N/A  
CFDA Title: Highway Planning & Construction  
CFDA # 20.205  
Federal Highway Administration  
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)**

**THIS AGREEMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, (the "State"), and Colorado County Texas, acting through its duly authorized officials (the "Local Government").

**WITNESSETH**

**WHEREAS**, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

**WHEREAS**, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

**WHEREAS**, the State has deemed it necessary to make certain highway improvements on Highway No. FM 109 from At Cummins Cr. & Cummins Cr. Relief to STR # 0716-02-015 & 016, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "Project"); and

**WHEREAS**, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

**WHEREAS**, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

**WHEREAS**, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated June 22, 2020, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

**NOW THEREFORE**, the State and the Local Government do agree as follows:

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CCSJ # 0716-02-045  
Federal Project # N/A  
CFDA Title: Highway Planning & Construction  
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Federal Highway Administration  
Not Research and Development

**AGREEMENT**

**1. Agreement Period**

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

**2. Termination**

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

**3. Local Project Sources and Uses of Funds**

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
- B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:
  - 1. site conditions change;
  - 2. work requested by the Local Government is ineligible for federal participation; or
  - 3. the adjustment is mutually agreed on by the State and the Local Government.
- C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local

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Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

**4. Real Property in Lieu of Monetary Payment**

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

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 District Yoakum \_\_\_\_\_  
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- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

**5. Amendments**

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

**6. Notices**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	State:
<u>The Honorable Ty Prause</u>	Director of Right of Way Division
<u>Colorado County Judge</u>	Texas Department of Transportation
<u>400 Spring St. Room 107</u>	125 E. 11 <sup>th</sup> Street
<u>Columbus, TX 78964</u>	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

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**7. Remedies**

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

**8. Legal Construction**

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**9. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**10. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**11. Sole Agreement**

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

**12. Ownership of Documents**

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**13. Inspection of Books and Records**

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway

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Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**14. State Auditor**

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**15. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

**16. Civil Rights Compliance**

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**17. Applicability of Federal Provisions**

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

**18. Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**19. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

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- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address [http://txdot.gov/business/business\\_outreach/mou.htm](http://txdot.gov/business/business_outreach/mou.htm).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

**20. Debarment Certification**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this



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contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

**21. Lobbying Certification**

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

**22. Federal Funding Accountability and Transparency Act Requirements**

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the

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distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**23. Single Audit Report**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://txdot.gov/inside-tdot/office/audit/contact.html>
- C. If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

**24. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

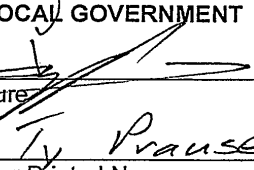
MINUTES OF THE COLORADO COUNTY  
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Federal Highway Administration  
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THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature \_\_\_\_\_  


Typed or Printed Name \_\_\_\_\_  
Ty Prause

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

Date \_\_\_\_\_  
6-22-20

THE STATE OF TEXAS

\_\_\_\_\_  
Rose Wheeler  
Contracts & Finance Director  
Right of Way Division  
Texas Department of Transportation

\_\_\_\_\_  
Date

**MINUTES OF THE COLORADO COUNTY  
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**ATTACHMENT A  
RESOLUTION OR ORDINANCE**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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ATTACHMENT A

Agreement to Contribute Right of Way Funds between Colorado County and Texas Department of Transportation (TXDOT), to contribute Right of Way Funds to replace the Bridge and approaches on FM 109 from At Cummins Cr. & Cummins Cr. Relief To STR # 0716-02-015 & 016.

Be It Remembered, that on this 22<sup>nd</sup> day of June, 2020, the Commissioner's Court of Colorado County, Texas met in Regular Session, with a quorum in attendance, and upon motion duly made by an Agreement between Texas Department of Transportation (TXDOT) and Colorado County, to contribute Right of Way Funds to replace the Bridge and approach on FM 109 from At Cummins Cr. & Cummins Cr. Relief To STR # 0716-02-015 & 016 per agreement attached hereto and made a part hereof.

PASSED IN Open Court this 22<sup>nd</sup> day of June, 2020.

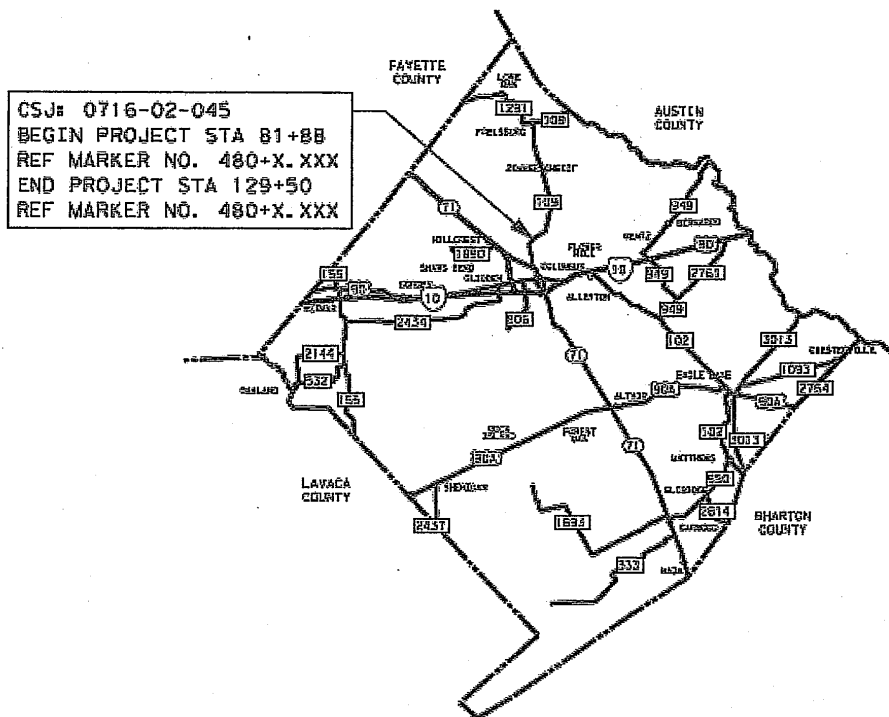
  
\_\_\_\_\_  
Ty Prause County Judge  
Colorado County, Texas

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

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District Yoakum  
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ATTACHMENT B  
LOCATION MAP SHOWING PROJECT



CSJ: 0716-02-045  
BEGIN PROJECT STA 81+88  
REF MARKER NO. 480+X.XXX  
END PROJECT STA 129+50  
REF MARKER NO. 480+X.XXX

COLORADO COUNTY  
YOAKUM DISTRICT

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**ATTACHMENT C  
PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE**

County	Colorado
District	Yoakum
ROW CSJ #	0716-02-049
CCSJ #	0716-02-045

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CFDA Title:	Highway Planning and Construction
FHWA CFDA #	20.205
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**Standard Agreement to Contribute  
State Performs Work  
Attachment C**

Description	Total Estimated Cost	Participation				Total % (should be 100%)
		State		Local		
		%	Cost	%	Cost	
Right of Way Acquisition	\$16,000.00	90.0%	\$14,400.00	10.0%	\$1,600.00	100.0%
Reimbursable Utility Adjustments	\$6,000.00	90.0%	\$5,400.00	10.0%	\$600.00	100.0%
Joint Bid - Reimbursable Utility Adjustments						0.0%
<b>TOTAL</b>	<b>\$22,000.00</b>		<b>\$19,800.00</b>		<b>\$2,200.00</b>	

Fixed Amount

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

JUNE 22, 2020



*Colorado County, Texas*

**TY PRAUSE**  
*County Judge*

Ph. (979) 732-2604  
Fax (979) 732-9389  
ty.prause@co.colorado.tx.us

P.O. Box 236  
400 Spring Street, Rm. 107  
Columbus, Texas 78934

July 1, 2020

Texas Department of Transportation  
Attn: Ben Blackstone  
403 Huck Street  
Yoakum, Texas 77995

Re: Yoakum District  
Colorado County  
RCSJ No. 0716-02-049  
CCSJ No. 0270-02-045  
FM 109 at Cummins Creek

Dear Ben:

Enclosed is the executed original of the Agreement to Contribute Right of Way Funds, the Resolution of Commissioners Court and check.

Please return a fully executed copy of the agreement to us for our records

Respectfully,

*Sharon Marsalia*

Sharon Marsalia  
Administrative Assistant



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**JUNE 22, 2020**

- \_\_8.** Renew membership to State of Texas Cooperative Purchasing Program (CO-OP) and payment of participation fee in the amount of \$100.00 to the Texas Comptroller of Public Accounts. (Kana)

**Motion by Commissioner Gertson to approve renewal of membership to State of Texas  
Cooperative Purchasing Program (CO-OP) and payment of participation fee in the amount  
of \$100.00 to the Texas Comptroller of Public Accounts; seconded by Judge Prause;  
5 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

JUNE 22, 2020



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O.Box 13186 • Austin, TX 78711-3186

06/12/2020

RAYMIE KANA  
COLORADO COUNTY  
318 SPRING ST., SUITE 104  
COLUMBUS TX 78934

**Second Notice**

**State of Texas Cooperative Purchasing Program (CO-OP)  
Annual Membership Participation Fee**

Account number: C0450

Authorized signers: RAYMIE KANA  
JOYCE GUTHMANN

Primary email address: raymie.kana@co.colorado.tx.us  
Secondary email address:

NOTE: If your agent of record (contact person) has changed, please go to  
[www.comptroller.texas.gov/procurement/prog/coop/coopform](http://www.comptroller.texas.gov/procurement/prog/coop/coopform) and complete the name  
change form.

DUE DATE: 07/15/2020

State of Texas CO-OP annual membership participation fee: \$100

Please make your check payable to: State Comptroller

Mailing address: Texas Comptroller of Public Accounts  
P.O. Box 13186  
Austin, TX 78711

Questions? Call 512-463-3368, or email [coop@cpa.texas.gov](mailto:coop@cpa.texas.gov).

Amount enclosed: \$ \_\_\_\_\_

NOTE: Payment must be received by the due date to ensure uninterrupted access  
to CO-OP membership contracts.

*Return this invoice with payment*

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**JUNE 22, 2020**

- \_\_9. Consent Items:  
a. Certificate of Liability Insurance posted by Intermedix Corporation, a subsidiary of R1 RCM Inc.  
(6/1/2020 – 6/1/2021).

**Motion by Commissioner Hahn to approve consent items; seconded by Commissioner**

**Gertson; 5 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**JUNE 22, 2020**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
05/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Southeast, Inc. fka Willis of Virginia, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Intermedix Corporation, a Subsidiary of RI RCM Inc. Attn: Scot Schwarting 401 North Michigan Avenue, Suite 2700 Chicago, IL 60611	<b>INSURER A:</b> Phoenix Insurance Company <b>NAIC #</b> 25623	
	<b>INSURER B:</b> Travelers Indemnity Company <b>25658</b>	
	<b>INSURER C:</b> Federal Insurance Company <b>20281</b>	
	<b>INSURER D:</b> Travelers Property Casualty Company of Ame <b>25674</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** WL6671390      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		630 9K455493	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
		MED EXP (Any one person) \$ 10,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
		GENERAL AGGREGATE \$ 2,000,000				
		PRODUCTS - COMP/OP AGG \$ 2,000,000				
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		BA 9K463143	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		BODILY INJURY (Per person) \$				
		BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
		\$				
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		93649147	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 25,000,000
		AGGREGATE \$ 25,000,000				
		\$				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		UB 9K485239	06/01/2020	06/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$ 1,000,000
		E.L. EACH ACCIDENT \$ 1,000,000				
		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
		E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of Insurance

<b>CERTIFICATE HOLDER</b>  Colorado County EMS 305 Radio Lane, Room #101 Room #101 Columbus, TX 78934	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**JUNE 22, 2020**

\_10. Examine and approve all accounts payable and budget amendments.

**Motion by Commissioner Hahn to approve all accounts payable and budget amendments  
with addition as Raymie stated; seconded by Commissioner Gertson; 5 ayes 0 nays;  
motion carried; it was so ordered.**

**(See Attachment)**



























**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JUNE 22, 2020**

**COLORADO COUNTY**  
318 Spring St. - Room 104  
Columbus, Texas 78934  
(979) 732-2791

DISTRIBUTION  
White-Auditor  
Pink-Department

VENDOR (Name and Address) <i>The Colorado Co. Citizen P.O. Box 548 Columbus, TX 78934</i>					PURCHASE ORDER No. _____		
					Date <u>06</u> <u>22</u> <u>20</u> Month Day Year		
Render invoice in duplicate indicating our Purchase Order Number to Colorado County, Attention County Auditor's Office, 318 Spring St. - Room 104, Columbus, Texas 78934							
Approved by Auditor	Fund	Dept.	Expense	Checked by Co. Treasurer	Date Paid	Registered/Check Number	
Quantity		DESCRIPTION				Unit Price	Amount
		<i>one year Subscription In-County</i>					<i>46 00</i>
							<i>46 00</i>
<input checked="" type="checkbox"/> Pay on Invoice Attached <input type="checkbox"/> Invoice to Be Mailed					COMBINATION FORM REQUISITION AND PURCHASE ORDER		

County Clerk  
 Kimberly Menke  
 By *Diana Holloman*  
 Signature

- CONDITIONS AND INSTRUCTIONS**
- The acceptance of this order implies acceptance of the following conditions: The person or firm filing this order will be governed by it, and payments will be made accordingly. No alterations, substitutions or extra charges of any kind will be permitted without prior approval. Cash discount must be shown on face of invoice. When invoices subject to discount are not mailed on date merchandise is furnished, discount period will be calculated from date invoice is received in the Auditor's office. Payment will be made only to the vendor named herein unless vendee is authorized in writing by vendor to make payments to a third party.
  - NOTE: The County of Colorado is exempt from all Federal Excise and State Taxes. DO NOT include tax in your price or invoice.
- COLORADO COUNTY SALES TAX EXEMPTION NO:  
1-74-6000544-4

**AUDITOR**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

JUNE 22, 2020

**COLORADO  
COUNTY**

**INDIGENT  
HEALTH CARE**

***JUNE  
2020***

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JUNE 22, 2020**



Form  
3072

**COUNTY INDIGENT HEALTH CARE PROGRAM  
MONTHLY FINANCIAL REPORT**

County Name Colorado Co. Indigent Report for (Month/Year) 06/2020  
or  
Amendment of the Report for (Month/Year)

**I. REIMBURSABLE EXPENDITURES during This Report Month**

Physician Services	1.	\$404.55	
Prescription Drugs	2.	\$3,353.86	
Hospital, Inpatient Services	3.	\$0.00	
Hospital, Outpatient Services	4.	\$4,193.13	
Laboratory/X-Ray Services	5.	\$296.44	
Skilled Nursing Facility Services	6.	\$0.00	
Family Planning Services	7.	\$0.00	
Rural Health Clinic Services	8.	\$171.32	
State Hospital Contracts	9.	\$0.00	
Optional Health Care Services	10.	\$0.00	
Amount of Intergovernmental Transfer	11.		
<b>Total Expenditures</b> (Add #1 through #11.)			12. \$8,419.30
Reimbursements Received (Do not include State Assistance.)	13.	( \$0.00 )	
6% Eligibility System Review Findings (\$ in error)	14.	( )	
<b>Total to be Deducted</b> (Add #13 + #14.)			15. ( \$0.00 )
<b>Applied to State Assistance Eligibility/Reimbursement</b> (#12 minus #15)			16. \$8,419.30

**II. EXPENDITURE TRACKING for State Assistance Funds Eligibility/Reimbursement**

TOTAL EXPENDITURES for Current State Fiscal Year (9/1 - 8/31) \$		<u>120,750.63</u>
GRTL \$	<u>6,737,510.74</u>	
	4% of GRTL \$	<u>269,500.43</u>
	6% of GRTL \$	<u>404,250.64</u>
	8% of GRTL \$	<u>539,000.86</u>

Signature of Person Submitting Form 3072

06/18/2020  
Date

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

JUNE 22, 2020

Colorado County Indigent Health Care  
Courthouse Annex  
318 Spring Street, #111  
Columbus, Texas 78934

*July, 2020*

**ACTIVE CASES:**

Marnie Jones  
Pamela Lieu  
Manuel Hernandez  
Linda Saucedo  
Brenda Ellison  
Kendric Thompson

Joe L. Toliver Jr.  
Craig Cochran  
Albert Rios  
Brandon Barton  
Emily Rooks  
Tommy Endsley

**DENIED DUE TO CHANGE :**

**DENIED APPLICATIONS:**

**APPROVED APPLICATIONS:**

**APPLICATIONS PENDING [DISABILITY/SSI]:**

*(Approved SSI w/Medicaid)*

*(Income)*

*(Moved)*

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**JUNE 22, 2020**

- \_11. Announcements (without discussion and no action) by elected officials/department heads.

**Commissioner Gertson reported that Calhoun Road is pretty much completed.**

- \_12. Commissioners Court Members sign all documents and papers acted upon or approved.

**Judge Pro-Tem, Commissioner Kubesch announced it is now time to sign all papers and documents.**

- \_13. Budget Workshop. (Kana)

**Judge Prause had to leave the meeting after budget item number 58. Judge Pro-Tem, Commissioner Kubesch took over at this point.**

**(See Attached)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JUNE 22, 2020**

Fig. 1	Department	Maintain Level	Item Reduced	Item New Line	Requires Increase	Notes
1	County Judge		X			Decrease- Supplies/Equip under \$500 to \$2,000; Conf/Seminar/Dues to \$1,500; Travel Exp to \$1,000 ✓
2	County Court		X			Decrease- Interpreter to \$5,000; Juror Expense to \$2,000; Court Reporters to \$5,000 ✓
3	Co. Crt. Security	X				
4	Calo. County CAD	X				Proposed Budget \$377,913.42
	Libraries					
5	Nesbitt Memorial	X				
6	Eula & David Wintermann	X				
7	Weimar Public	X				
8	Sheridan Youth	X				
9	Veterans Memorial	X				
	Fire Departments					
10	Columbus	X				
11	Weimar	X				1,600
12	Eagle Lake	X				1,000
13	Garwood	X				500
14	Bernardo	X				500
15	Sheridan	X				Increase to \$7,500 1,500
16	Rock Island	X				500
17	Freiburg	X				Increase to \$10,000- did not have a fundraiser this year and will not have the income to maintain expensed 1,500
18	Oakland	X				500
19	Oakridge	X				500
20	Co. Firefighters Assoc.	X				500
21	Soil & Water Conservation	X				
22	County Clerk	X				
23	Records Preservation	X				
24	Court Technology	X				
25	Elections Administrator		X	X	X	Increase- Group Medical Ins. To \$12,800; Voter's Reg. Supplies to \$2,000; Election Judges & Clerks to \$9,500; ✓ Conferences/CERA-REQ Certification to \$3,500; HAVA Grant Match \$16,000 Decrease- Voting Supplies/Printing to \$13,000; Communication Expenses to \$3,500; Publications to \$1,500; Maintaining Voting Equipment to \$15,000; Equipment & Software \$0
26	Elections Services					
27	Public Defender	X				



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JUNE 22, 2020**

Fig. 3	Department	Maintain Level	Item Reduced Eliminated	New Line Item	Requires Increase	Notes
	Constables					
52	Pct. 1	X				
53	Pct. 2					
54	Pct. 3	X				has not turned in
55	Pct. 4	X				
56	9-1-1 Rural Addressing	X				
57	County Sheriff				X	Increase Motor Vehicles to \$316,000 (7 patrol vehicles) <b>500Ks</b>
58	Operation of Jail	X		X		Decrease salary, bailiffs to \$25,000; new line item Jail Inmate Indigent Supplies \$10,000 ✓
59	Probation Department					has not turned in
60	Veterans Service Officer		X			Decrease Office Supplies to \$750 ✓
61	Information Technology	X				
62	Mental Services (Texana MH)	X				
63	Senior Citizen Services	X				
64	Colorado Valley Transit	X				
65	CCACommunity	X				
66	Foster Child Care	X				
67	CASA - Foster Children	X				
68	Boys & Girls Club	X				
69	Family Crisis Center	X				
70	Youth & Family Services	X				
71	Indigent Health Care	X				
72	Agri Extension	X				Would like to discuss the option of hiring a 4-H Program Assistant in 2021 ✓
73	Department of Public Safety	X				
74	Safety/Loss Control	X				
75	Robert R. Wells Jr. Airport	X				
76	Law Library	X				
	County Commissioners					
77	Pct. 1	X				
78	Pct. 2	X				
79	Pct. 3	X				Eventually have to put back in raised taxes in 2016 & 2017. It was taken away - \$0.01
80	Pct. 4	X				
81	Historical Commission	X				



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
JUNE 22, 2020**

\_14. Adjourn.

**Motion by Commissioner Hahn to adjourn; seconded by Commissioner Gertson;**

**5 ayes 0 nays; motion carried; it was so ordered.**

**An audio recording of this meeting of June 22, 2020 is available in the County  
Clerk's Office.**

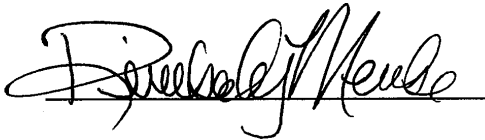
MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

JUNE 22, 2020

Minutes were taken and prepared by Kimberly Menke, County Clerk on the 22<sup>nd</sup> day of June 2020 with Judge Ty Prause presiding.

I, KIMBERLY MENKE, COUNTY CLERK AND EX-OFFICIO OF THE COMMISSIONERS COURT IN AND FOR COLORADO COUNTY, TEXAS do hereby certify that the foregoing is a true and correct copy of the minutes of the Commissioner Court in session on the 22<sup>nd</sup> day of June 2020.

Given under my hand and official seal of office this date June 22, 2020.

Handwritten signature of Kimberly Menke in cursive script, written over a horizontal line.