



JAN -5 2024

FILED FOR RECORD
AT 9:44 A.M.**NOTICE OF REGULAR MEETING****DELTA COUNTY COMMISSIONERS COURT**

Notice is hereby given that a regular meeting of the Delta County Commissioners Court will be held on Tuesday, the 9th day of January, 2024 at 9:00 A.M. in the City Council Chambers at the City of Cooper City Hall, located at 91 North Side Square, Cooper, Texas, 75432, at which time the Commissioners Court will consider, discuss, and possibly act upon the following agenda items at-wit:

1. Call to Order, Establishment of a Quorum, and Declaration of Public Notices Legally Posted Pursuant to the Open Meetings Act, Texas Government Code, Chapter 551.
 - a. Pledge of Allegiance
 - i. United States of America Flag
 - ii. State of Texas Flag
 - b. Invocation
2. Public Comments
3. General Announcements
4. Proclamations
5. Discuss and take possible action related to the approval of the minutes for the December 27, 2023 regular meeting.
6. Discuss and take possible action to approve and ratify the payment of financial obligations, including claims, payroll and personnel expenses, and bills.
7. Discuss and take possible action to consider the approval of a request from the developer for a variance from the of the Delta County Subdivision Rules and Regulations by to post a cash bond in lieu of a surety bond for the required construction and maintenance bonds for the Kaci Farms Subdivision, located at 95 FM 2068, situated in Precinct 2. The construction bond amount shall be equal to one hundred twenty five percent (125%) of the estimated cost of construction of roads, streets, street signs, underground utilities, required drainage structures, and all other associated construction improvements based on an estimated cost certified by the developer or engineers estimated cost. The maintenance bond amount shall be equal to the actual cost, or ten percent (10%) of the estimated cost of the roads, streets, street signs, required drainage structures, and all other construction.- Maryann Smith, Developer
8. Discuss and take possible action to approve an Order designating the site at which the Commissioners Court of Delta County will convene in calendar year 2024, pursuant to Texas Local Government Code §81.005(d) - Tanner Crutcher, County Judge
9. Discuss and take possible action to approve the submission of the Senate Bill 22 Rural Law Enforcement Grant application to the Texas Comptroller of Public Accounts for Fiscal Year 2024 in accordance with Texas Local Government Code §130.911, and authorize the County Judge to sign and execute the agreement - Tanner Crutcher, County Judge
10. Discuss and take possible action to approve a Resolution authorizing the submission of an Office of the Governor Homeland Security Grant Program grant application for the Delta County Drone Project for Fiscal Year 2024 - Robert Hurst, Emergency Management Coordinator
11. Discuss and take possible action related to consider the approval of a Resolution Authorizing Participation in the TexPool Investment Pools and Designating Authorized Representatives, and authorize the County Judge to sign the Resolution- Tanner Crutcher, County Judge

12. Discuss and take possible action related to consider the approval of a participation agreement between Delta County and the Comptroller of Public Accounts, acting through the Texas Treasury Safekeeping Trust Company, for the participation public funds investment pool, namely TexPool Investment Pools, pursuant to Texas Government Code Chapter 2256 and Texas Government Code Chapter 791, and authorize the County Judge to sign the participation agreement- Tanner Crutcher, County Judge
13. Discuss and take possible action related to to consider the approval of a cooperative agreement to allow the purchase of juvenile services funds allocated to Delta County for Fiscal Year 2024 by the Ark-Tex Council of Government's (ATCOG), Texas Office of the Governor - Public Safety Office's Criminal Justice Division grant #1426625, to be contracted with and administered by Hopkins County and agree to allow Hopkins County to utilize the funds on behalf of Hopkins, Delta, and Franklin Counties for reimbursement of juveniles services purchased in accordance with the Texas Criminal Justice Division rules and regulations, and authorize the County Judge to execute and sign the agreement - Tanner Crutcher, County Judge
14. Discuss and take possible action to consider the approval and adoption of a policy for the disposition of the body of a deceased pauper, pursuant to §694.002 of the Texas Health and Safety Code - Tanner Crutcher, County Judge
15. Discuss and take possible action related to the development of the Courthouse Master Plan by Komatsu Architecture - Tanner Crutcher, County Judge
16. Discuss and take possible action to update the Commissioners Court on Courthouse facility repairs and related projects - Tanner Crutcher, County Judge
17. Sheriff's Jail Report – Charla Singleton, Sheriff
18. Discuss and take possible action, the Commissioners Court to convene into executive session, pursuant to section 551.071 of the Texas Government Code, to consult with legal counsel regarding litigation related to the matter of Texas Opioid Litigation, *County of Delta v. Purdue Pharma, Inc., et al.*, in the 152nd District Court of Harris County, Texas; MDL Master Cause No. 2018-63587 - Tanner Crutcher, County Judge
19. Discuss and take possible action to reconvene back into open session - Tanner Crutcher, County Judge
20. Discuss and take possible action on items discussed in executive session related to settlement offers or other necessary action in the matter of Texas Opioid Litigation; in the 152nd District Court of Harris County, Texas; MDL Master Cause No. 2018-63587, including consideration of authorizing the County Judge or other authorized officials to execute the Settlement participation and release forms regarding settlement offers from Walgreens, CVS, and Walmart in the matter of Texas opioid multi-district litigation for the County in the matter of *County of Delta v. Purdue Pharma, L.P. et al.*

21. Adjourn

The Commissioners Court reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed in this agenda, in the order deemed appropriate, as authorized by Chapter 551, Open Meetings, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.0745, 551.075 and 551.076, or to seek the advice of its attorney and/or other attorneys representing Delta County on any matter in which the duty of the attorney to the Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with chapter 551 of the Texas Government Code or as otherwise may be permitted under chapter 551.

In accordance with Title III of the American with Disabilities Act, we invite all attendees to advise us of any special accommodations due to disability. Please submit your request to the County Judge's office as far as possible in advance of the meeting you wish to attend.

Signed this 5th day of January, 2024



DELTA COUNTY COMMISSIONERS COURT MINUTES

Notice is hereby given that a regular meeting of the Delta County Commissioners Court was held on Wednesday, the 27th day of December, 2023 at 9:00 A.M. in the City Council Chambers at the City of Cooper City Hall, located at 91 North Side Square, Cooper, Texas, 75432,

THOSE THEY WERE IN ATTENDANCE:

Tanner Crutcher, County Judge
Morgan Baker, Commissioner, Precinct 1
Anthony Roberts, Commissioner Precinct 3
Mark Brantley, Commissioner, Precinct 4

1. Call to Order, Establishment of a Quorum, and Declaration of Public Notices Legally Posted Pursuant to the Open Meetings Act, Texas Government Code, Chapter 551.

Meeting was called to order by Judge Tanner Crutcher @ 9:00am

- a. Pledge of Allegiance **was led by Judge Tanner Crutcher**
- b. Invocation **was given by Grace Crabb**

2. Public Comments **None**

3. General Announcements **Judge Crutcher stated hope everyone had a good Christmas, advised health insurance cards had been mailed out.**

4. Proclamations

- a. Recognition of Precinct 2 Commissioner Jimmy Sweat's upcoming retirement
Judge Crutcher read the Proclamation and will present at a later time.

5. Discuss and take possible action related to the approval of the minutes for the December 12, 2023 regular meeting.

I Commissioner Baker make the motion to approve the minutes for December 12, 2023 as presented to the court and Commissioner Brantley Second

COURT VOTES – 4 TO 0 - AYES HAVE IT, MOTION CARRIED

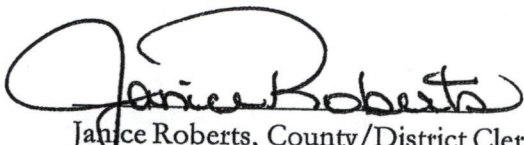
6. Discuss and take possible action to approve and ratify the payment of financial obligations, including claims, payroll and personnel expenses, and bills.

I Commissioner Baker make the motion to approve to pay all financial obligations, including claims, payroll and personnel expenses as presented to the court and Commissioner Roberts Second

COURT VOTES – 4 TO 0 - AYES HAVE IT, MOTION CARRIED

7. Discuss and take possible action to consider approving changes to the County/District Clerk's schedule of fees, to take effect on January 1, 2024 - Janice Roberts, County/District Clerk
I Commissioner Brantley I make the motion to approve the changes to the County/District Clerks Fee schedule that take affect January 1, 2024 as presented to the court and Commissioner Roberts Second
COURT VOTES – 4 TO 0 - AYES HAVE IT, MOTION CARRIED.
8. Discuss and take possible action to consider approving an Order related to the disbursement of salaries and certain routine office expenses in accordance with Senate Bill 354, authorized by the 86th Legislative Session and in accordance with Local Government Code §113.047 and §154.0235 - Tanner Crutcher, County Judge
I Commissioner Brantley I make the motion to approve the Order related to the disbursement of salaries and certain routine office expenses as presented to the court and Commissioner Baker Second
COURT VOTES – 4 TO 0 - AYES HAVE IT, MOTION CARRIED.
9. Bring from the table, discuss and take possible action to record into the minutes of the Commissioners Court a letter from Precinct 2 Commissioner Jimmy Sweat announcing his intent to retire effective December 31, 2023 and discuss the procedure to fill the anticipated vacancy, in accordance with §87.042 of the Texas Local Government Code - Tanner Crutcher, County Judge
I Commissioner Baker I make the motion to approve to appoint the Successor of the March Primary Election as presented to the court and Commissioner Roberts Second
COURT VOTES – 4 TO 0 - AYES HAVE IT, MOTION CARRIED.
10. Discuss and take possible action related to the development of the Courthouse Master Plan by Komatsu Architecture - Tanner Crutcher, County Judge
NO ACTION NEEDED
11. Discuss and take possible action to record into the minutes of the Commissioners' Court the results of the Delta County Appraisal District board of directors election, pursuant to Texas Tax Code §6.03(k) - Tanner Crutcher, County Judge
NO ACTION NEEDED
12. Discuss and take possible action to update the Commissioners Court on Courthouse facility repairs and related projects - Tanner Crutcher, County Judge
NO ACTION NEEDED
Judge has asked for estimates for elevator retrofit, Rehab of the street, new phone system, fiber drops

13. Sheriff's Jail Report – Charla Singleton, Sheriff **Total of 18 Inmates in jail, still short 2 deputies, Methodist ladies hosted a Christmas party for the inmates.**
14. Discuss and take possible action, the Commissioners Court to convene into executive session, pursuant to section 551.071 of the Texas Government Code, to consult with legal counsel regarding litigation related to the matter of Texas Opioid Litigation, *County of Delta v. Purdue Pharma, Inc., et al.*, in the 152nd District Court of Harris County, Texas; MDL Master Cause No. 2018-63587 - Tanner Crutcher, County Judge
NO ACTION NEEDED
15. Discuss and take possible action to reconvene back into open session - Tanner Crutcher, County Judge **NO ACTION NEEDED**
16. Discuss and take possible action on items discussed in executive session related to settlement offers or other necessary action in the matter of Texas Opioid Litigation; in the 152nd District Court of Harris County, Texas; MDL Master Cause No. 2018-63587, including consideration of authorizing the County Judge or other authorized officials to execute the Settlement participation and release forms regarding settlement offers from Walgreens, CVS, and Walmart in the matter of Texas opioid multi-district litigation for the County in the matter of *County of Delta v. Purdue Pharma, L.P. et al.* **NO ACTION NEEDED**
17. Adjourn @**10:36 AM**
I Commissioner Baker I make the motion to adjourn this meeting and Commissioner Roberts Second
COURT VOTES – 4 TO 0 – AYES HAVE IT, MOTION CARRIED



Janice Roberts, County/District Clerk Delta
County, Texas

THIS IS TO CERTIFY THAT I, JANICE ROBERTS, COUNTY CLERK DO HEREBY CERTIFY TO THE CORRECTNESS OF THE COMMISIONER MINUTES FOR THE REGULAR MEETING ON DECEMBER 27th, 2023 MEETING.

ON THIS DAY ____ OF _____ 2024.

TANNER CRUTCHER, COUNTY JUDGE

MORGAN BAKER, COMM. PCT. 1

JIMMY SWEAT, COMM. PCT. 2

ANTHONY ROBERTS, COMM. PCT. 3

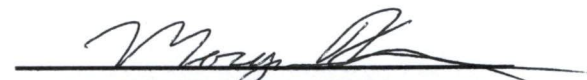
MARK BRANTLEY, COMM. PCT. 4

JANICE ROBERTS, COUNTY CLERK

THIS IS TO CERTIFY THAT I, JANICE ROBERTS, COUNTY CLERK DO HEREBY CERTIFY TO THE CORRECTNESS OF THE COMMISSIONER MINUTES FOR THE REGULAR MEETING ON DECEMBER 27th, 2023 MEETING.

ON THIS DAY 9th OF January 2024.


TANNER CRUTCHER, COUNTY JUDGE


MORGAN BAKER, COMM. PCT. 1

JIMMY SWEAT, COMM. PCT. 2


ANTHONY ROBERTS, COMM. PCT. 3


MARK BRANTLEY, COMM/PCT. 4


JANICE ROBERTS, COUNTY CLERK

SCHEDULE OF BILLS BY FUND

| FUND | DESCRIPTION | DISBURSEMENTS |
|--------------------|---------------------|---------------|
| 010 | GENERAL FUND | 88,752.36 |
| 021 | ROAD & BRIDGE PCT#1 | 304.50 |
| 022 | ROAD & BRIDGE PCT#2 | 644.80 |
| 023 | ROAD & BRIDGE PCT#3 | 945.34 |
| 024 | ROAD & BRIDGE PCT#4 | 792.45 |
| TOTAL OF ALL FUNDS | | 91,439.45 |

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT BY COMMISSIONER'S COURT.

DATE:

1-9-2027

- TANNER CRUTCHER
- MORGAN BAKER
- JIMMY SWEAT
- ANTHONY ROBERTS
- MARK BRANTLEY
- DEBBIE HUIE








Tanner Crutcher

From: Maryann <maryann863@yahoo.com>
Sent: Thursday, January 4, 2024 7:56 AM
To: Tanner Crutcher; Maryann
Subject: Re: KaciFarmsLLC request for variance of bond 20240103

Perfect! Thank you kindly, Maryann Smith

May God's Grace be with you all. Hebrews 13:25 NLT

Sent from Maryann's iPhone

On Jan 4, 2024, at 7:49 AM, Tanner Crutcher <tcrutcher@deltacountytx.com> wrote:

Thank you, ma'am. I am in receipt and will add this to our agenda for Tuesday, January 9th.

Tanner Crutcher,

County Judge

Delta County, Texas

200 West Dallas Avenue

Cooper, Texas, 75432

P: (903) 395-4400 ext. 226 | F: (903) 395-2178

www.deltacountytx.com

From: Maryann Smith <maryann863@yahoo.com>
Sent: Wednesday, January 3, 2024 2:37:23 PM
To: Tanner Crutcher <tcrutcher@deltacountytx.com>; Maryann <maryann863@yahoo.com>
Subject: KaciFarmsLLC request for variance of bond 20240103

To the Honorable Judge Tanner Crutcher, I hereby formally request a variance to post a cash bond in lieu of a surety bond for Kaci Farms Subdivision at 95 FM 2068 in Delta County, TX. Please advise when this is approved by the Delta County Commissioners Court. Thank you for your time today.

Kindest regards,
Maryann Smith, Manager
Kaci Farms LLC

Always be joyful. Never stop praying. 1 Thes 5:16-17 NLT<><

Sent from Maryann's iPad

- 1) The plan of the sewer line in no larger than 1" = 50' scale, showing the location and size of all proposed sewer lines in relation to the right of way or easements in which the lines are to be located;
 - 2) The location of all appurtenances proposed to be installed;
 - 3) The sewer line grades and elevations at all junction points; and,
 - 4) The seal and signature of the engineer responsible for the design on all sheets.
- H. Fire Suppression System. Pursuant to Section 232.109 of the Texas Local Government Code, any subdivision that is not served by fire hydrants as part of a centralized water system certified by the Texas Commission on Environmental Quality may be required to provide construction plans showing:
- 1) for a subdivision of fewer than 50 houses, 2,500 gallons of water storage; or
 - 2) for a subdivision of 50 or more houses, 2,500 gallons of water storage with a centralized water system or 5,000 gallons of water storage.
- I. All Construction Plans shall be submitted with the Final Plat.
- J. Construction Plans shall be reviewed by the Commissioner with jurisdiction over the precinct or their designee in which the subdivision is located, and one set of approved plans will be returned to the developer. Should any corrections or additions be required for approval, the Commissioner with precinct jurisdiction shall notify the developer.
- K. Construction Plan must be approved prior to the approval of the Final Plat by Commissioners Court.
9. Construction and Maintenance Bonds:
- A. Bonds Required - Prior to recording a Final Plat, the following financial securities are required:
- 1) Construction Bond –
 - a. The developer shall complete all construction of improvements within two (2) years after approval of Final Plat. The developer shall file a Construction Bond, executed by a Surety Company authorized to do business in the State of Texas, and made payable to the County Judge of Delta County, Texas or his successors in office. Bond must be

approved by the Commissioner's Court and filed with the County Clerk's office.

- b. The bond amount shall be equal to one hundred twenty five percent (125%) of the estimated cost of construction of roads, streets, street signs, underground utilities, required drainage structures, and all other associated construction improvements based on an estimated cost certified by the developer or s/engineers estimated cost.
- c. The developer shall submit the construction bond with the Final Plat prior to Commissioners Court approval of the Final Plat.
- d. The construction bond shall remain in full force, and in effect, until all roads, streets, street signs, underground utilities, required drainage structures, and all other associated construction improvements in the subdivision have been completed to the satisfaction of the Delta County Commissioners Court, and the construction has been released by the County Judge on the recommendation of Commissioners Court through official Court action.
- e. The developer must provide written notice to the Commissioners Court of the date of substantial completion of all roads, streets, street signs, underground utilities, required drainage structures, and/or all other associated construction improvements in the subdivision. If the Commissioners Court or its designee provides written notice to the developer of any defect in any of the improvements within two (2) years from the date the Court receives the notice of substantial completion for such improvement ("Deficiency Period"), and the developer fails or refuses to correct the defect within sixty (60) days from the date it receives notice from the Commissioners Court, the defect shall be corrected at the cost and expense of the obligee or financial security. The construction bond shall include language encompassing the provisions in this paragraph. The construction bond shall also be written to allow for a claim against the obligee or financial security for one year after the expiration of the 2-year Deficiency Period described in this paragraph.
 - i. If any or all of the streets, roads, drainage and drainage structures, as constructed by owner, fail to meet the requirements of these Regulations, and the developer fails or refuses to correct the defect within sixty (60) days, from the date the Commissioners Court or its designee provides written notice of that defect, Commissioner with precinct jurisdiction issues notice, in writing, the unfinished improvements shall be completed at the cost and expense of the obligee surety/financial securities as provided.

2) Maintenance Bond –

- a. To insure roads, streets, street signs, underground utilities, required drainage structures, and all other construction is maintained to the satisfaction of Delta County, a maintenance bond executed by a surety company authorized to do business in the State of Texas, and made payable to the County Judge of Delta County, Texas or his successors in office, shall be substituted for the construction bond at the time of release of said construction bond. Bond must be approved by the Commissioner's Court and filed with the County Clerk's office.
- b. The maintenance bond amount shall be equal to the actual cost, or 10% of the estimated cost (paragraph 2) of the roads, streets, street signs, required drainage structures, and all other construction.
- c. The conditions of the maintenance bond shall stipulate that the developer shall guarantee to maintain, to the satisfaction of Delta County, all of the streets, roads, drainage structures, and drainage ditches and channels which have been constructed to specifications with construction in a good state of repair for a period of two (2) years from the date of official release of the construction security. Construction security will be released by the County Judge on recommendation of the Commissioners Court.
- d. The developer shall retain, at the developer's expense, an engineer of the county's choosing, licensed by the State of Texas, to perform annual inspections of roads, streets, street signs, underground utilities, drainage structures, and all other construction for which maintenance security is held. These inspection shall contain the seal and signature of the engineer responsible for the inspection, and be filed with the County Clerk of Delta County, Texas.
- e. In the event any or all of the roads, streets, street signs, underground utilities, drainage structures, and all other construction improvements are not being maintained in a good state of repair, the engineer performing the inspection shall advise both the developer and the Delta County Judge in writing and, if, after ninety (90) days, the developer fails or refuses to repair said items, the deficiencies shall be corrected at the cost and expense of the obligee or financial security.

B. Release of bond –

The release of any bond shall be by order of Commissioners Court. To request a release, the developer shall present a written request to release said bond. This request shall contain a statement made by the engineer responsible for

the design of improvements stating that he has made an inspection of such improvements and recommends their acceptance by Delta County. Attached to his letter shall be one set of "as built" drawings showing the work to be accepted for use by the County. The written request of bond release shall be received by Delta County at least twenty-one (21) days prior to the next regularly scheduled meeting of Commissioners Court.

SECTION VI
Subdivision Standards/Specifications

1. General Requirements:

- A. Except as provided in Section VI herein, no Plat or improvements thereon shall be approved or accepted by the Commissioners Court unless it conforms to the minimum standards and specifications contained herein.
- B. If a tract is subdivided into parcels larger than ordinary building lots, such parcels shall be arranged to allow the opening of future streets.
- C. There shall be no reserve strips controlling access to land dedicated or intended to be dedicated to public use.

2. Streets or Roads:

- A. All streets/roads within a subdivision submitted for final plat approval shall be constructed to meet the standards and specifications for roads as approved by the Delta County Commissioners Court in this Section. The owner/developer of a subdivision is responsible for the cost of construction for all street/roads, drainage, and other improvements within the subdivision.
- B. Testing shall be performed by a qualified engineering laboratory, and the cost of all testing shall be the responsibility of the owner/developer.
- C. The Commissioners Court may require additional entrances to a subdivision from a County Road for emergency vehicle access, and to provide for increased traffic and public safety.
- D. Street or roads shall be classified, based upon the definitions in Section III of these Regulations, during the Preliminary Plat review. The Commissioners Court shall be the final authority for interpretations of road classifications.
- E. Residential streets or roads shall have:
 - 1) a minimum right of way of sixty (60) feet except subdivisions with interior concrete streets used for drainage then a fifty (50) feet right of way is acceptable at the discretion of the Commissioner's Court.



ORDER OF THE COURT

ORDER DESIGNATING THE SITE AT WHICH TERMS OF THE DELTA COUNTY COMMISSIONERS' COURT ARE TO BE HELD FOR CALENDAR YEAR 2024


WHEREAS, pursuant to §81.005(d) of the Texas Local Government Code, a commissioner's court of a county, in the month of January, may designate a new site at which terms are to be held during that calendar year; and

WHEREAS, Delta County desires to give appropriate notice in compliance with the aforementioned statute regarding the site at which terms of the Delta County Commissioners Court are to be held for calendar year 2024.

THEREFORE, IT IS HEREBY ORDERED that the Commissioners Court of Delta County, duly convened and acting in its capacity as the governing body of Delta County, Texas does hereby order that the 2nd Floor Courtroom of the Delta County Courthouse, located at 200 West Dallas Avenue, Cooper, Texas, 75432 is hereby designated as the site for the regular and special meetings of the Delta County Commissioners Court for calendar year 2024. The City Council Chambers at the Cooper City Hall, located at 91 North Side Square, Cooper, Texas is hereby designated as the alternate meeting site of the Delta County Commissioners Court for calendar year 2024.


IT IS FURTHER ORDERED THAT the location of any meeting may be changed from the location stated above to accommodate the public, to seat a larger number of anticipated attendees, and/or for general convenience at the order of the Commissioners Court and with proper and sufficient notice provided prior to the meeting.

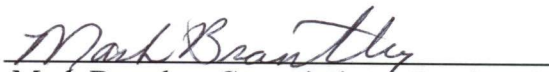
ORDERED AND ADOPTED, this 7th day of January 2024



Tanner Crutcher, County Judge


Morgan Baker, Commissioner Precinct 1

Jimmy Sweat, Commissioner Precinct 2


Anthony Roberts, Commissioner Precinct 3


Mark Brantley, Commissioner Precinct 4

ATTEST:

Janice Roberts, County/District Clerk

VOL QQ

RURAL LAW ENFORCEMENT GRANTS

Senate Bill (SB) 22

Subscribe to SB 22 News

Senate Bill (SB) 22 establishes a grant program that will provide financial assistance to sheriff's departments, constable's offices and district and county attorney's offices in eligible counties to ensure professional law enforcement and legal representation of the people's interests throughout the state.

The new law provides supplemental salaries for different positions in rural areas. Eligible counties can apply for grant funds beginning Jan. 1, 2024, regardless of a particular county's fiscal start-date. Eligible counties may apply electronically beginning Jan. 1, 2024. In future years, counties and prosecutor's offices will apply according to the start of their fiscal year.

Eligibility

The Comptroller's office will use the federal decennial census as the source for the population counts (2020 census data).

A qualified county or prosecutor's office means the office meets the standards provided by the law.

- Offices must serve counties with overall populations of 300,000 or less.
- If a constable is already making above the minimum annual salary, the county is not eligible for grant funding to increase the salary.
- If a county already pays the minimum salary levels for the sheriff, deputies and jailers, the county may still apply for funds for additional personnel or equipment.

Minimum salaries and other eligible expenditures are detailed in Local Government Code (LG) 130.911.

VOL 00

▼ Sherriff's Offices

For sheriff's offices, a qualified county is eligible for the following:

- \$250,000 if the county has a population of less than 10,000;
- \$350,000 if the county has a population of 10,000 or more and less than 50,000; or
- \$500,000 if the county has a population of 50,000 or more and 300,000 or less.

Salaries for sherriff's office employees must be given priority over other uses.

Counties awarded money for sheriff's offices must use the grant funds to:

- provide a minimum annual salary of:
 - \$75,000 for a county sheriff;
 - \$45,000 for each deputy who makes motor vehicle stops in the routine performance of their duties;
 - \$40,000 for each jailer whose duties include the safekeeping of prisoners and the security of a jail operated by the county;
- increase the salary of those listed above;
- hire additional deputies or staff for the sheriff 's office; and,
- purchase vehicles, firearms and safety equipment for the sheriff's office.

Before it can authorize the use of the grant money for the other allowable expenses, **the county must first use the grant money to meet minimum annual salaries** of the county sheriff, deputies who make motor vehicle stops in the routine performance of their duties and jailers whose duties include the safekeeping of prisoners and the security of a jail operated by the county.

Counties may use grant funds to increase salaries for those listed in Local Govt. Code Section 130.911(e)(1) above the established minimum amounts stated.

If a sheriff holds dual offices in the county, the portion of the salary attributable to the sheriff's duties must be increased to meet the minimum salary required in Local Government Code Section 130.911(e)(1).

If a sheriff's office employs part-time employees or pays its employees hourly rather than salary wages, the office must pay an hourly wage that would be the equivalent of the minimum annual salary as per Section 130.911(e) of the Local Government Code.

Additionally, if a county uses grant funds to increase the salary of the county sheriff, deputy sheriff, jailer or any additional staff hired under Local Government Code Sections 130.911(e)(1), (2) or (3), grant funds may be spent for the associated benefits that are incremental to the increase in salary. Benefits that are not tied to the increase in salary, such as longevity pay, cannot be paid for with grant funding.

For the purposes of this section, the definition of jailer has the same meaning as "county jailer" under Texas Occupations Code, Section 1701.001(2).

▼ **Constable's Offices**

For constable's offices, a county with a population of 300,000 or less must provide an annual salary of \$45,000 to a qualified constable. The county must contribute at least 75 percent of the money required to meet the minimum annual salary. The other 25 percent will come from the grant money provided by SB 22.

Counties awarded money for constable's offices may only use the grant funds to increase a constable's salary to a minimum annual salary of \$45,000.

If a county uses grant funds to increase the salary of a constable under Local Government Code Section 130.912(e), grant funds may be spent for the associated benefits that are incremental to the increase in salary. Benefits that are not tied to the increase in salary, such as longevity pay, cannot be paid for with grant funding.

For prosecutor's offices, the Comptroller's office will use the sum of the population in each county in the multi-county jurisdiction. A jurisdiction with a population of 300,000 or less is eligible for the following amounts for the prosecutor's office:

- \$100,000 if the jurisdiction has a population of less than 10,000;
- \$175,000 if the jurisdiction has a population of 10,000 or more and less than 50,000; or,
- \$275,000 if the jurisdiction has a population of 50,000 or more and 300,000 or less.

A prosecutor's office that is awarded grant funds from SB 22 must use the grant money to:

- increase the salary of an assistant attorney, an investigator or a victim assistance coordinator employed at the office; or,
- hire additional staff for the office.

If a rural prosecutor's office uses grant funds to increase the salary of an assistant attorney, investigator, a victim assistance coordinator or any additional staff hired under Local Government Code Sections 130.913(e)(1) or (2), grant funds may be spent for the associated benefits that are incremental to the increase in salary. Benefits that are not tied to the increase in salary, such as longevity pay, cannot be paid for with grant funding.

Application Deadlines

For initial implementation of the program, all eligible counties will be eligible to apply for grant funds beginning Jan. 1, 2024, regardless of a particular county's fiscal start date. The fiscal 2024 deadline for all qualified counties and prosecutor's office, if their fiscal year starts before Jan. 1, 2024, is 30 days after the application is available on Jan. 1, 2024.

If a county has encumbered funds for fiscal 2024 salaries before Jan. 1, 2024, the county will be able to backfill its budgeted funds over the months leading up to application using the grant funds. It

will be up to the county whether to adjust law enforcement salaries at the start of its fiscal year or to wait until grant funds are awarded to the county to adjust salaries.

After the first year of the program, a qualified county or prosecutor's office must apply for the grant **not more than 30 days after the first day of its fiscal year.**

By law, failure to meet this deadline means qualified county or prosecutor's office will have to wait until its next fiscal year to apply.

If you did not receive an email with a link to the application, please contact the Local Government team.



RESOLUTION OF THE COURT

**RESOLUTION OF THE COMMISSIONERS COURT OF DELTA COUNTY, TEXAS
AUTHORIZING THE SUBMISSION OF THE DELTA COUNTY DRONE PROJECT GRANT
APPLICATION THE OFFICE OF THE GOVERNOR'S HOMELAND SECURITY GRANT
PROGRAM FOR FISCAL YEARS 2024 AND 2025**

WHEREAS, the County of Delta finds it in the best interest of the citizens of Delta County, Texas that the Delta County Drone Project be operated for the Fiscal Years 2024 and 2025; and

WHEREAS, the County of Delta agrees to provide applicable matching funds for the said project as required by the Office of the Governor's (OOG) Homeland Security Grant Program (HSGP) grant application; and

WHEREAS, the County of Delta agrees that in the event of loss or misuse of the Office of the Governor funds, the County of Delta assures that the funds will be returned to the Office of the Governor in full.

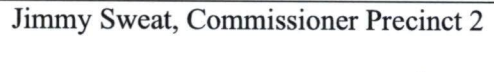
WHEREAS, the County of Delta designates the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Commissioners' Court of Delta County, Texas hereby approves the submission of the grant application for the Delta County Drone Project to the Office of the Governor's Homeland Security Grant Program for Fiscal Year 2024.

APPROVED AND ADOPTED THIS 9TH DAY OF JANUARY, 2024


Tanner Crutcher, County Judge


Morgan Baker, Commissioner Precinct 1

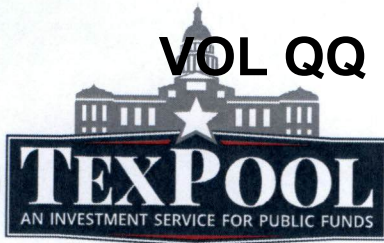

Jimmy Sweat, Commissioner Precinct 2


Anthony Roberts, Commissioner Precinct 3


Mark Brantley, Commissioner Precinct 4

ATTEST:

Jarice Roberts, County/District Clerk



Preamble

This participation agreement (the "**Agreement**") is made and entered into by and between the Comptroller of Public Accounts (the "**Comptroller**"), acting through the Texas Treasury Safekeeping Trust Company (the "**Trust Company**"), Trustee of the Texas Local Government Investment Pool (TexPool) and TexPool Prime, (collectively the "**TexPool Investment Pools**"), and [redacted] (the "**Participant**").

WHEREAS, the Interlocal Cooperation Act, TEX GOV'T CODE ANN, ch. 791 and the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256 (the "Acts") provide for the creation of a public funds investment pool to which any local government or state agency may delegate, by contract, the authority to hold legal title as custodian and to make investments purchased with local funds;

WHEREAS, the Trust Company is a special purpose trust company authorized pursuant to TEX. GOV'T CODE ANN. § 404.103 to receive, transfer and disburse money and securities belonging to state agencies and local political subdivisions of the state and for which the Comptroller is the sole officer, director and shareholder;

WHEREAS, TexPool and TexPool Prime are public funds investment pools, which funds are invested in certain eligible investments as more fully described hereafter;

WHEREAS, the Participant has determined that it is authorized to invest in a public funds investment pool created under the Acts and to enter into this Agreement;

WHEREAS, the Participant acknowledges that the Trust Company is not responsible for independently verifying the Participant's authority to invest under the Acts or to enter this Agreement;

WHEREAS, the Participant acknowledges that the performance of TexPool Investment Pools is not guaranteed by the State of Texas, the Comptroller, or the Trust Company and that there is no secondary source of payment for the TexPool Investment Pools; and

WHEREAS, in an effort to ensure the continued availability of an investment pool as a vehicle for investment of local government funds and simultaneously provide for enhancement in services and potential decreases in management and administrative fees, Participant and Trust Company desire to provide in this Agreement that the Trust Company may obtain private professional investment management and related services.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree with each other as follows:

Article I: Definitions

"Account" shall mean any account or accounts, established by the Participant in TexPool Investment Pools in accordance with this Agreement and the Operating Procedures (as defined herein), which Account represents an undivided beneficial ownership in TexPool Investment Pools.

"Authorized Investments" shall mean those investments which are authorized by the Investment Act (as herein defined) for investment of public funds.

"Authorized Representative(s) of the Participant" shall mean any individual who is authorized to execute documents and take such other necessary actions under this Agreement as evidenced by the duly enacted Resolution of the Participant.

"Authorized Representative(s) of the Trust Company" shall mean any employee of the Comptroller or Trust Company who is designated in writing by the Comptroller or the Trust Company's Chief Executive Officer to act as the authorized Trust Company representative for purposes of this Agreement and shall include employees of any private entity performing the obligations of the Comptroller under this Agreement.

"Board" shall mean the advisory board provided for in the Investment Act (as defined below).

"Investment Act" shall mean the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256, as amended from time to time.

"Investment Policy" shall mean the written TexPool Investment Pools Investment Policies, as amended from time to time, relating to the investment and management of funds in TexPool Investment Pools as established by the Trust Company consistent with the Investment Act.

"Letter of Instruction" shall mean a written authorization and direction to the Trust Company signed by an Authorized Representative of the Participant.

"Operating Procedures" shall mean the written procedures established by the Trust Company describing the management and operation of TexPool Investment Pools, and providing for the establishment of, deposits to and withdrawals from the Accounts, as amended from time to time.

"Participant" shall mean any entity authorized by the Acts to participate in a public funds investment pool that has executed this Agreement pursuant to a Resolution.

"Resolution" shall mean the resolution adopted by the governing body of a local governmental entity authorizing the entity's participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant.

Article II: General Administration

Section 2.01. TexPool Investment Pools Defined.

- (a) TexPool Investment Pools are public funds investment pools created pursuant to the Acts.
- (b) Subject to Section 6.10, the Trust Company agrees to manage the Participant's Account(s) in accordance with the Investment Act and the Investment Policy.

Section 2.02. Board.

- (a) The Board is composed of members appointed pursuant to the requirements of the Investment Act.
- (b) The Board shall advise the Trust Company on the Investment Policy and on various other matters affecting TexPool Investment Pools, and shall approve fee increases.

Section 2.03. General Administration.

- (a) The Trust Company shall establish and maintain the Investment Policy specifically identifying the Authorized Investments consistent with the Investment Act and the general policy and investment goals for TexPool Investment Pools.
- (b) The Trust Company shall establish and maintain the Operating Procedures, describing the management and operation of TexPool Investment Pools and providing for procedures to be followed for the establishment of, deposits to, and withdrawals from the Accounts and such other matters as are necessary to carry out the intent of this Agreement.
- (c) The Trust Company shall have the power to take any action necessary to carry out the purposes of this Agreement, subject to applicable law and the terms of this Agreement.

Section 2.04. Ownership Interest. Each Participant shall own an undivided beneficial interest in the assets of TexPool Investment Pools in an amount proportional to the total amount of such Participant's Accounts relative to the total amount of all Participants' Accounts in TexPool Investment Pools, computed on a daily basis.

Section 2.05. Independent Audit. TexPool Investment Pools are subject to annual review by an independent auditor consistent with Ch. 2256, TEX GOV'T CODE ANN. In addition, reviews of TexPool Investment Pools may be conducted by the State Auditor's Office and the Comptroller's office. The Trust Company may obtain such legal, accounting, financial or other professional services as it deems necessary or appropriate to assist TexPool Investment Pools in meeting its goals and objectives.

Section 2.06. Liability. Any liability of the Comptroller, the Comptroller's office, the Trust Company, representatives or agents of the Trust Company, any Comptroller employee, Trust Company or any member of the Board for any loss, damage or claim, including losses from investments and transfers, to the Participant shall be limited to the full extent allowed by applicable laws. The Trust Company's responsibilities hereunder are limited to the management and investment of TexPool Investment Pools and the providing of reports and information herein required.

Article III: Participant Requirement

Section 3.01. The Participation Agreement. The Participant must execute this Agreement and provide a Resolution authorizing participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant and any other documents as are required under, and substantially in the form prescribed by, the Operating Procedures before depositing any funds into TexPool Investment Pools. The Participant must provide an updated Resolution designating Authorized Representatives within 5 business days of the departure of any Authorized Representative of the Participant.

Section 3.02. Operating Procedures.

- (a) The Participant acknowledges receipt of a copy of the Operating Procedures. The Operating Procedures describe in detail the procedures required for the establishment of accounts, deposits to and withdrawals from TexPool Investment Pools, and related information.
- (b) The Operating Procedures may be modified by the Trust Company as appropriate to remain consistent with established banking practices and capabilities and when such modification is deemed necessary to improve the operation of TexPool Investment Pools.
- (c) The Participant hereby concurs with and agrees to abide by the Operating Procedures.

Section 4.01. Investments. All monies held in TexPool Investment Pools shall be invested and reinvested by the Trust Company or Authorized Representatives of the Trust Company only in Authorized Investments in accordance with the Agreement, the Investment Policy and the Investment Act. Participant hereby concurs with any such investment so made by the Trust Company. Available funds of TexPool Investment Pools that are uninvested may be held at the Trust Company's account at the Federal Reserve Bank of Dallas, or any designated custodian account, or with a custodian selected by the Trust Company. All investment assets and collateral will be in the possession of the Trust Company and held in its book-entry safekeeping account at the Federal Reserve Bank, any designated custodian account, or with a custodian selected by the Trust Company.

Section 4.02. Failed Investment Transaction. In the extraordinary event that a purchase of securities results in a failed settlement, any resulting uninvested funds shall remain in the Trust Company's Federal Bank of Dallas account, any designated custodian account or with a custodian selected by the Trust Company. If an alternative investment can be secured after the failure of the trade to settle, TexPool Investment Pools will receive all the income earnings, including but not limited to, any compensation from the purchaser failing in the trade and the interest income from the alternative investment.

Section 4.03. Investment Earnings and Losses Allocation. All interest earnings in TexPool Investment Pools will be valued daily and credited to the Participant's Accounts monthly, on a pro rata allocation basis. All losses, if any, resulting from the investment of monies in TexPool shall also be allocated on a pro rata allocation basis. All earnings and losses will be allocated to the Participant's Accounts in accordance with generally accepted accounting procedures.

Section 4.04. Commingling of Accounts. Participant agrees that monies deposited in TexPool and TexPool Prime, may be commingled with all other monies held in TexPool and TexPool Prime, respectively for purposes of common investment and operational efficiency. However, each Participant will have separate Accounts on the books and records of TexPool Investment Pools, as further provided for in the Operating Procedures.

Article V: Fees, Expenses and Reports

Section 5.01. Fees and Expenses. The Participant agrees to pay the amount set forth in the fee schedule. Participant agrees that all fees shall be directly and automatically assessed and charged against the Participant's Accounts. The basic service fee shall be calculated as a reduction in the daily income earned, thus only the net income shall be credited to the Participant's Account. Fees for special services shall be charged to each Participant's account as they are incurred or performed. A schedule of fees shall be provided to the Participant annually. Each Participant will be notified thirty (30) days prior to the effective date of any change in the fee schedule.

Section 5.02. Reports. A monthly statement will be mailed to the Participant within the first five (5) business days of the succeeding month. The monthly statement shall include a detailed listing of the balance in the Participant's Accounts as of the date of the statement; all account activity, including deposits and withdrawals; the daily and monthly yield information; and any special fees and expenses charged. Additionally, copies of the Participant's reports in physical or computer form will be maintained for a minimum of three prior fiscal years. All records shall be available for inspection at all reasonable hours of the business day and under reasonable conditions.

Section 5.03. Confidentiality. The Trust Company and any private entity acting on behalf of the Trust Company for purposes of this Agreement will maintain the confidentiality of the Participant's Accounts, subject to the Public Information Act, TEX GOV'T CODE ANN. ch. 552, as amended.

Article VI: Miscellaneous

Section 6.01. Notices. Any notices, Letters of Instructions or other information required or permitted to be given hereunder shall be submitted in writing and shall be deemed duly given when deposited in the U.S. mail postage prepaid or successfully transmitted via facsimile addressed to the parties as follows:

To the **Participant:**

County of Delta

Participant

200 West Dallas Avenue

Address

Cooper

City

State

Zip

9 0 3 3 9 5 4 4 0 0 | 9 0 3 3 9 5 2 1 7 8

Telephone

Fax

To **Trust Company** with respect to contractual matters or disputes under this Agreement:

Texas Treasury Safekeeping Trust Company
Attn: TexPool Investment Pools
Rusk State Office Building
208 East 10th Street
Austin, TX 78701
Telephone: (512) 463-4300
FAX No.: (512) 463-4368

To **TexPool Investment Pools** with respect to operational matters, including enrollment documents; changes to Authorized Representatives; Bank Information Sheets; initiation of deposits or withdrawals of funds; changes to addresses; audit confirmation requests; and account inquiry:

TexPool Participant Services
1001 Texas Ave., Suite 1150
Houston, TX 77002
Telephone: 1-866-839-7665 (1-866-TEX-POOL)
FAX No.: 1-866-839-3291 (1-866-TEX-FAX1)

The Participant and the Trust Company agree to notify the other of any change affecting this information and agree that unless and until so notified, the other party shall be entitled to rely on the last information provided.

Section 6.02. Taxpayer Identification Number. The Participant's taxpayer identification number assigned by the Internal Revenue Service is: 1756000914-8. The Participant hereby agrees to notify the Trust Company of any change affecting this Taxpayer Identification number and agrees that unless and until so notified, the Trust Company shall be entitled to rely on same in providing any and all reports or other information necessary or required by the Federal tax laws as amended from time to time.

Section 6.03. Severability. If any provision of this Agreement shall be held or deemed to be in fact illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 6.04. Execution of Counterparts. This Agreement may be simultaneously executed in several separate counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.05. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute under this Agreement shall be in Travis County, Texas.

Section 6.06. Captions. The captions or headings in this Agreement are for convenience only and in no way defined, limit or describe the scope or intent of any provisions, articles or sections of this Agreement.

Section 6.07. Amendments.

- (a) The Trust Company shall advise the Participant in writing of any amendments to this Agreement no less than 45 days prior to the effective date of such amendment. The Participant may ratify the proposed amendment of this Agreement by letter to the Trust Company. If the Participant elects not to ratify the amendment, the Participant may terminate this Agreement in accordance with Section 6.08. In the event the Participant fails to respond in writing to a notice of amendment prior to the effective date of such amendment, this Agreement shall be deemed amended.
- (b) The Trust Company may periodically revise the Operating Procedures from time to time as it deems necessary for the efficient operation of TexPool Investment Pools. The Participant will be bound by any amendment to the Operating Procedures with respect to any transaction occurring subsequent to the time such amendment takes effect, provided, however, that no such amendment shall affect the Participant's right to cease to be a Participant.

Section 6.08. Termination. This Agreement may be terminated by either party hereto, with or without cause, by tendering 30 days prior written notice in the manner set forth in Section 6.01 hereof.

Section 6.09. Term. Unless terminated in accordance with Section 6.08, this Agreement shall be automatically renewed on each anniversary date hereof.

Section 6.10. Assignment. The Trust Company may enter into an agreement with a third party investment manager to perform its obligations and service under this Agreement, provided that such third party investment manager shall manage TexPool Investment Pools according to the Investment Act, Investment Policy and in a manner consistent with that directed by the Trust Company. The Trust Company also shall have the right to assign its rights and obligations under the Agreement to a third party investment manager if the Trust Company determines that such assignment is in the best interest of the State and Participants. In the event a successor pool to TexPool or TexPool Prime is deemed by the Trust Company to be in the best interest of the State and the Participant, the Trust Company may take any action it deems necessary to assign its rights and benefits under any third party agreements and transfer the assets from TexPool Investment Pools to any successor pool.

In **Witness Whereof**, the parties hereto have caused this Agreement to be executed as of the dates set forth below, and the Agreement shall be effective as of the latest such date.

Document is to be signed by a Board Officer, Mayor or County Judge, Certificate of Incumbency is to be signed by a Board Officer, City Secretary or County Clerk.

County of Delta (Delta County, Texas)

Name of Participant

SIGNED:

[Signature]

Signature

Tanner Crutcher

Printed Name

County Judge

Title

[Date]

Date

TEXAS TREASURY SAFEKEEPING TRUST COMPANY
COMPTROLLER OF PUBLIC ACCOUNTS:

[Signature]

Signature

[Printed Name]

Printed Name

[Title]

Title

[Date]

Date

CERTIFICATE OF INCUMBENCY:

The preceding signatory is a duly appointed, acting, and qualified officer of the Participant, who, in the capacity set forth above is authorized to execute this Agreement.

IN WITNESS WHEREOF, I have duly executed this certificate as of the [] day of [], 20 [] [] [].

[Signature]

Signature

JANICE ROBERTS

Printed Name

COUNTY/DISTRICT CLERK

Title

Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstsystems.com

Fax: 866-839-3291

Resolution Authorizing Participation in the TexPool Investment Pools and Designating Authorized Representatives



WHEREAS, County of Delta (Delta County, Texas)

("Participant") is a local government or state agency of the State of Texas and is empowered to delegate to the public funds investment pools the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pools ("TexPool/TexPool Prime"), public funds investment pools, were created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That Participant shall enter into a Participation Agreement to establish an account in its name in TexPool/TexPool Prime, for the purpose of transmitting local funds for investment in TexPool/TexPool Prime.
- B. That the individuals, whose signatures appear in this Resolution, are authorized representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool/TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

Authorized Representatives of the Participant

These individuals will be issued P.I.N. numbers to transact business via telephone with a Participant Service Representative.

1. Debbie Huie
 Signature
Debbie Huie
 Printed Name
County Treasurer
 Title
9 0 3 3 9 5 4 4 0 0
 Telephone Number

 Fax Number
dhuie@deltacountytx.com
 Email

2. Tanner Crutcher
 Signature
Tanner Crutcher
 Printed Name
County Judge
 Title
9 0 3 3 9 5 2 1 7 8
 Telephone Number

 Fax Number
tcrutcher@deltacountytx.com
 Email

3. _____
 Signature

 Printed Name

 Title

 Telephone Number

 Fax Number

 Email

4. _____
 Signature

 Printed Name

 Title

 Telephone Number

 Fax Number

 Email

| | | |
|----|----------------------|----------------------|
| 5. | <input type="text"/> | <input type="text"/> |
| | Signature | Telephone Number |
| | <input type="text"/> | <input type="text"/> |
| | Printed Name | Fax Number |
| | <input type="text"/> | <input type="text"/> |
| | Title | Email |
| 6. | <input type="text"/> | <input type="text"/> |
| | Signature | Telephone Number |
| | <input type="text"/> | <input type="text"/> |
| | Printed Name | Fax Number |
| | <input type="text"/> | <input type="text"/> |
| | Title | Email |

List the name of the Authorized Representative provided above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Debbie Huie
Printed Name

In addition and at the option of the Participant, additional authorized representative(s) can be designated to perform inquiry only of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

| | | |
|----|----------------------------|--|
| 1. | <u>Morgan Baker</u> | <u>County Commissioner, Precinct 1</u> |
| | Printed Name | Title |
| | <u>9 0 3 3 9 5 4 4 0 0</u> | <u>9 0 3 3 9 5 2 1 7 8</u> |
| | Telephone Number | Fax Number |
| | | <u>mbaker@deltacountytx.com</u> |
| | | Email |
| 2. | <u>Anthony Roberts</u> | <u>County Commissioner, Precinct 3</u> |
| | Printed Name | Title |
| | <u>9 0 3 3 9 5 4 4 0 0</u> | <u>9 0 3 3 9 5 2 1 7 8</u> |
| | Telephone Number | Fax Number |
| | | <u>aroberts@deltacountytx.com</u> |
| | | Email |
| 3. | <u>Mark Brantley</u> | <u>County Commissioner, Precinct 4</u> |
| | Printed Name | Title |
| | <u>9 0 3 3 9 5 4 4 0 0</u> | <u>9 0 3 3 9 5 2 1 7 8</u> |
| | Telephone Number | Fax Number |
| | | <u>mbrantley@deltacountytx.com</u> |
| | | Email |
| 4. | <input type="text"/> | <input type="text"/> |
| | Printed Name | Title |
| | <input type="text"/> | <input type="text"/> |
| | Telephone Number | Fax Number |
| | | <input type="text"/> |
| | | Email |
| 5. | <input type="text"/> | <input type="text"/> |
| | Printed Name | Title |
| | <input type="text"/> | <input type="text"/> |
| | Telephone Number | Fax Number |
| | | <input type="text"/> |
| | | Email |
| 6. | <input type="text"/> | <input type="text"/> |
| | Printed Name | Title |
| | <input type="text"/> | <input type="text"/> |
| | Telephone Number | Fax Number |
| | | <input type="text"/> |
| | | Email |

C. That this resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool/TexPool Prime receives a copy of any such amendment or revocation.

This resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the

09 day of January, 2024.

Document is to be signed by a Board Officer, Mayor or County Judge and attested by a Board Officer, City Secretary or County Clerk.

County of Delta
Name of Participant

SIGNED:
Signature

Tanner Crutcher
Printed Name

County Judge
Title

ATTEST:
Signature

Janice Roberts
Printed Name

County/District Clerk
Title

Delivery Instructions

Please return this document to TexPool Participant Services:
Email: texpool@dstsystems.com
Fax: 866-839-3291

ARK-TEX COUNCIL OF GOVERNMENTS

CONTRACT FOR:

Purchase of Juvenile Services

Grant # 1426625

| | | | |
|------------------|---------------------------|--|--|
| Contract No: | 910-01-45-24-50810-976-05 | | |
| Modification No: | | | |

| ATCOG | CONTRACTOR |
|---|---|
| Ark-Tex Council of Governments P. O. Box 5307 Texarkana, Texas 75505-5307 | Hopkins County P. O. Box 288 Sulphur Springs, Texas 75482 |

PART I - PARTIES TO CONTRACT: This Contract is entered into, by and between the Ark-Tex Council of Governments, hereinafter called "ATCOG", and Hopkins County, Texas, hereinafter called "Contractor". The Contractor covenants and agrees to provide services set forth in Attachment B, Scope of Services, in accordance with the terms and conditions of this Contract and all applicable laws and regulations; including, but not limited to the following: **Texas Administrative Code (TAC), Office of Justice Programs Financial Guide, Texas Grant Management Standards (TxGMS)**

PART II - ATTACHMENTS: This Contract and/or modification thereto consists of this page plus all of the following identified exhibits and attachments which are hereby incorporated in this contract in their entirety by specific reference:

| ATTACHMENT | DESCRIPTION | PAGE |
|------------|------------------------------------|------|
| A | Definitions | 5 |
| B | Scope of Services | 9 |
| C | Payment and Fiscal Management | 13 |
| D | Standard Provisions and Assurances | 19 |
| E | Exhibits | 35 |
| | | |
| | | |

PART III - PAYMENT OBLIGATION: ATCOG agrees to pay Contractor compensation for the described services, a sum not to exceed \$2,770.00 in accordance with the Budget, procedures and restrictions in Attachment C, Payment and Fiscal Management. This amount shall constitute full and complete payment for the services to be provided under this Contract.

PART IV - CONTRACT PERIOD OF PERFORMANCE: The period of performance under the provisions of this Contract shall begin on September 1, 2023, and terminate after July 31, 2024, unless prior to that date Contractor receives a properly executed modification to this contract extending the above performance period.

PART V - CONTRACT EXECUTION: ATCOG and Contractor have agreed to the terms of this Contract and executed same as evidenced by the following signatures and dates:

| ATCOG | CONTRACTOR |
|--|---|
| Signature <i>Mary Beth Rudel</i> | Signature <u>Robert Newsom</u> Robert Newsom (Dec 4, 2023 15:12 CST) |
| Executive Director Ark-Tex Council of Governments | County Judge |
| Date Dec 4, 2023 | Date Dec 4, 2023 |

**HOPKINS COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT A
DEFINITIONS**

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**HOPKINS COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT A
DEFINITIONS**

SECTION 1.0 SCOPE OF SERVICES DEFINITIONS

1.1. For the purposes of all parts and attachments of this Contract, the following Scope of Services definitions shall apply:

- 1.1.1. Purchase of Juvenile Services - Services procured with funds made available by the Texas Office of the Governor-Public Safety Office, Criminal Justice Division (CJD), through ATCOG, to assist counties in providing mental health services for juveniles referred to the county juvenile probation departments in the ATCOG region.

SECTION 2.0 PAYMENT AND FISCAL MANAGEMENT DEFINITIONS

2.1. For the purposes of all parts and attachments of this Contract, the following Payment and Fiscal Management definitions shall apply:

- 2.1.1. Cost Reimbursement Contract - A contract in which reimbursement occurs based on accrued expenditures or after costs are incurred, based on actual disbursement of funds, and may or may not be tied to performance.

**HOPKINS COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT B
SCOPE OF SERVICES**

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**HOPKINS COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT B
SCOPE OF SERVICES**

SECTION 1.0 CONTRACTOR PROVIDED PERFORMANCE AND SERVICES

1.1. Contractor shall utilize funds under this contract to purchase juvenile services eligible for reimbursement according to the Texas Office of the Governor-Public Safety Office, Criminal Justice Division (CJD).

1.1.1. Contractor shall utilize the procurement policies established by Hopkins County in making purchases. The grant provided through ATCOG for this project is subject to decrease each year.

1.1.2. Contractor shall subcontract annually with qualified service providers who will perform services to be reimbursed through this contract. Copies of contracts shall be forwarded to ATCOG prior to services being purchased. Contractor shall maintain records that demonstrate how the quality of services performed by each subcontractor is monitored.

1.1.3. Contractor shall submit semi-annual progress reports (Attachment E, Exhibit 3.0). The progress report will provide information on monitoring the contracted providers for quality service.

SECTION 2.0 ATCOG PROVIDED PERFORMANCE AND SERVICES

2.1. ATCOG shall provide guidance and cooperation in the administration of this contract.

**HOPKINS COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT C
PAYMENT AND FISCAL MANAGEMENT**

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**HOPKINS COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT C
PAYMENT AND FISCAL MANAGEMENT**

SECTION 1.0 FUNDING AGENCIES

1.1. In accordance with the terms and purposes of this Contract, the following local, state and/or federal agencies are considered ATCOG grantor/funding agencies:

1.1.1. Texas Office of the Governor-Public Safety Office, Criminal Justice Division (CJD)

1.2. The above agencies and/or their authorized representatives shall, in addition to ATCOG, be afforded the right, as required by state and federal laws and regulations, to access Contractor records, monitor and/or audit Contractor performance, and otherwise engage in related Contract activity.

1.3. The obligations of ATCOG pursuant to the terms of this Contract are only valid and enforceable if sufficient funds are made available to ATCOG by the above agencies for the purpose of performance prescribed by this Contract.

SECTION 2.0 TOTAL CONTRACT PAYMENT OBLIGATION

2.1. Except as provided in Section 2.2. below, ATCOG agrees to pay Contractor compensation for the services described in Attachment B, Scope of Services, a sum not to exceed the amount identified in PART III, PAYMENT OBLIGATION. Said payment is to be provided in accordance with the budget, procedures and restrictions identified in this Contract.

2.2. ATCOG, from time to time, may provide written notification to Contractor in the form of either a unilateral letter of notification with an authorized ATCOG signature or a bilaterally executed Contract amendment, which shall serve either to obligate additional funds under this Contract or to de-obligate funds previously obligated under this Contract. Such notification(s), if any, will specify ATCOG's maximum obligation to Contractor as of the effective date of such notification.

SECTION 3.0 TYPE OF CONTRACT PAYMENT

3.1. ATCOG agrees to compensate Contractor for allowable costs associated with the provision of services identified in Attachment B, Scope of Services, on a cost reimbursement basis.

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SECTION 4.0 COST/ADMINISTRATIVE REQUIREMENTS AND ALLOWABLE COSTS

4.1. Except as otherwise authorized by this Contract, state and/or federal law or regulation, Contractor shall comply with the cost principles set forth in either OMB Circular, as applicable, and the uniform administrative requirements set forth in OMB 2 CFR 200, both as supplemented by the final rules promulgated by the Texas Office of the Governor under the Texas Grant Management Standards, as well as all other applicable local, state and/or Federal laws and regulations, including, but not limited to those identified in PART I, PARTIES TO CONTRACT.

4.2. Allowable costs shall be limited to only those costs and expenditures generated in compliance with the provisions of this Contract within the following cost categories:

4.2.1. Purchase of Juvenile Services

4.3. Under no circumstances shall ATCOG be liable for any otherwise allowable costs which have not been billed to ATCOG within thirty (30) calendar days following termination of this Contract.

SECTION 5.0 INTEGRITY OF FUNDS

5.1 Regardless of all other terms and provisions of this Contract, ATCOG retains the right to suspend all and any payment to Contractor, in whole or in part, to protect the integrity of funds or to ensure proper operation of programs, providing Contractor is given prompt notice and the opportunity for a hearing regarding such suspension within thirty (30) calendar days from such suspension.

SECTION 6.0 CONTRACTOR BUDGET

6.1. Except as provided below, ATCOG shall only pay Contractor for allowable costs that comply with the following Contractor Budget:

| <u>Cost Categories</u> | <u>Contract Amount</u> |
|-------------------------------|------------------------|
| Purchase of Juvenile Services | \$2,770.00 |

6.2 Under no circumstances shall total payments exceed the obligation identified in PART III, PAYMENT OBLIGATION.

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SECTION 7.0 PROGRAM AND INTEREST INCOME

7.1. Income, including program and interest income, generated as a result of performance provided by this Contract, shall be utilized in accordance with all local, state and/or federal laws and regulations, including, but not limited to those identified in PART I, PARTIES TO CONTRACT.

SECTION 8.0 FINANCIAL ACCOUNTING SYSTEM ADEQUACY

8.1. Upon request by ATCOG, Contractor shall demonstrate that its financial accounting systems are adequate to satisfy all local, state and/or federal audit requirements in accordance with Attachment D, Standard Provisions and Assurances, Section 6.0, Audit.

SECTION 9.0 REQUEST FOR PAYMENT

9.1. Contractor shall be responsible for accurately completing and submitting request for payment documents to ATCOG. ATCOG shall be responsible for processing and mailing payment to Contractor upon ATCOG's sole determination that Contractor has satisfactorily provided related performance in accordance with the terms of this Contract, and that the costs involved are allowable as described above. Request for payment documents shall include but not be limited to the following:

9.1.1. Purchase Invoice (Attachment E, Exhibit 1.0); and

9.1.2. Service Providers request for payment (billing statement)

9.1.3. Certification of Juvenile Services Purchased form completed (Attachment E, Exhibit 2.0)

9.2. ATCOG retains the authority and right to either adjust or completely withhold specific payment amounts if, in ATCOG's sole determination, part or all of the payment(s) requested reflect non-allowable costs or said costs and/or Contractor's performance are otherwise in noncompliance with the terms and provisions of this Contract.

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SECTION 1.0 MAINTENANCE OF EFFORT

1.1. It is understood that the level of services and activities currently being provided by the Contractor shall be maintained by the Contractor except for reductions either unrelated to the provisions, terms and conditions identified in this Contract or resulting entirely from conditions, factors and/or circumstances beyond the control of the Contractor.

SECTION 2.0 PERSONNEL

2.1. Contractor represents that it has or will secure, and agrees to furnish, personnel with the professional classification, skill, and expertise required to perform the services as described. Additionally, the Contractor will assume responsibility for that work ascribed to it in Attachment B, Scope of Services, and will provide all necessary supervision and coordination of activities that may be required to complete its requirements subject to the approval and concurrence required from ATCOG. None of the work or services covered by this Contract shall be sub-contracted without prior written approval of ATCOG.

SECTION 3.0 AMENDMENTS

3.1. Any changes, modifications or amendments to this Contract, or renewal thereof, must be made with the prior written approval of ATCOG except as otherwise provided in this Contract. Such changes, modifications or amendments thereto, or renewal thereof, together with any approved amendment(s) as maintained on file by ATCOG, will be considered to be the controlling instrument(s) in case any dispute arises relative to the working of any portion of such changes, modifications or amendments thereof. If any such changes cause an increase or decrease in the cost of, or time required for performance of, any part of the work under this Contract, an equitable adjustment shall be made in writing prior to the implementation of such changes. Any claim for adjustment under this clause must be asserted within thirty (30) days from date of receipt of the change notification by the Contractor. In the event that the conditions, laws and/or regulations governing ATCOG and Contractor activity and performance required by this Contract are amended at any time subsequent to the making of this Contract, ATCOG shall appropriately notify the Contractor in writing. Upon receipt of such notification, Contractor shall have the option of agreeing to such amendments or notifying ATCOG that it cannot comply with such amendments and terminate this Contract.

3.2. Notwithstanding any other provision of this Contract, any change in the maximum obligation of ATCOG hereunder as indicated in this Contract, and all other changes, additions, deletions or other variances in the terms of this Contract must be made only by formal written amendment executed by the parties signatory to this Contract.

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SECTION 4.0 MONITORING, ASSESSMENT, AND CORRECTIVE ACTION

4.1. ATCOG may periodically monitor Contractor for:

4.1.1. The degree of compliance with the terms of this Contract, including compliance with applicable rules, regulations, and promulgations referenced herein; and

4.1.2. The administrative and operational effectiveness of the program.

4.2. ATCOG shall conduct periodic assessment reviews and analysis of Contractor's performance under this Contract for the purpose of assessing the degree to which contractual objectives and performance standards, as identified in this Contract or as subsequently amended, are achieved by Contractor.

4.3. ATCOG reserves the right to conduct periodic visits and to require Contractor to prepare progress reports as identified in Attachment B, Scope of Services during the time of performance of this Contract, unless otherwise provided for in this Contract.

4.4. When necessary, ATCOG shall present to Contractor written findings of the monitoring and assessment reviews specifying areas of noncompliance and unsatisfactory performance. Contractor shall respond, in writing, in the form of corrective action reports, within a period of time identified in the written findings provided the Contractor. In such corrective action reports, Contractor shall:

4.4.1. Outline and specify, in detail, corrective action planned and taken; and

4.4.2. Specify detailed procedures and actions initiated to preclude recurrence of the practices, discrepancies and irregularities outlined in the monitoring and assessment reviews conducted by ATCOG.

4.5. ATCOG, upon receipt of the requested corrective action plan or statement from Contractor, shall evaluate the corrective action identified and determine whether or not the corrective action identified shall be undertaken, whether alternative action is required, or the goals or standards inherent therein should be modified. Regardless of the course of action taken, ATCOG will ensure that positive actions, procedures, and practices are initiated to preclude recurrence or noncompliance. ATCOG shall provide a written notice to Contractor upon ATCOG's determination that Contractor's corrective action is satisfactory to clear the written findings involved.

4.6. Contractor shall cooperate fully in any program replanning required.

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SECTION 5.0 TRANSFER OF INTEREST

5.1. Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of ATCOG thereto.

SECTION 6.0 AUDIT

6.1. Unless otherwise directed by ATCOG, Contractor is subject to the performance of a financial and compliance audit of funds received under this Contract, subject to the following conditions and limitations:

- 6.1.1. ATCOG reserves the right to conduct or cause to be conducted an independent compliance and financial audit of all funds received under this Contract which may be performed by ATCOG audit staff, a certified public accountant firm, or other auditors as designated by ATCOG. Such audit will be conducted in accordance with applicable professional standards and practices.
- 6.1.2. Contractor and/or auditors performing monitoring and/or audits of Contractor and/or its subcontractors shall immediately disclose and report to ATCOG any incidents of fraud, abuse or other criminal activity in relation to the provisions of this Contract.
- 6.1.3. ATCOG shall be responsible for coordinating the resolution of Contractor audit findings in accordance with ATCOG procedures for Contractor audit resolution.
- 6.1.4. Contractor understands and agrees that Contractor shall be liable to ATCOG for any costs disallowed as a result of audit.

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SECTION 7.0 SUBCONTRACTS

7.1. The services to be rendered by Contractor shall not be subcontracted without prior written approval of ATCOG's authorized and signatory representative. Such approvals shall contain full detailed criteria, including but not limited to:

- 7.1.1. Identification of the Subcontractor; and
- 7.1.2. The work or services to be contracted; and
- 7.1.3. Qualification of the Subcontractor; and
- 7.1.4. Subcontract document shall legally reference and contain all provisions of this primary document.

7.2. ATCOG is in no way liable to Contractor's subcontractor. Subcontractors shall be responsible for any and all performances rendered to ensure compliance with all terms, conditions, and provisions of this Contract as is rendered by the Contractor.

SECTION 8.0 PROVISION FOR TERMINATION AND DAMAGES DUE ATCOG

8.1. Either of the parties to this Contract shall have the right in such party's sole discretion and at such party's sole option to terminate and bring to an end performances to be rendered under this Contract in whole or in part, at any time prior to the completion date of this Contract, by notifying the other party in writing of such termination at least thirty (30) days prior to the effective date of termination. Upon termination or receipt of notice to terminate, ATCOG shall cancel, withdraw or terminate any outstanding orders or contracts which relate to the performance of this Contract or the part of this Contract to be terminated, and shall cease to incur costs hereunder. ATCOG shall not be liable to Contractor or its creditors for expenses incurred after this termination date.

8.2. ATCOG reserves the right to unilaterally withdraw upon notification any or all funds obligated under this Contract for any of the following reasons:

- 8.2.1. Failure of Contractor to comply with any terms of this Contract; or
- 8.2.2. Failure of the Contractor to comply with applicable local, state, and/or federal laws, amendments, rules or regulations; or
- 8.2.3. Failure of the Contractor to comply with the following financial provisions:

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- 8.2.3.1. Any money under this Contract unspent or unobligated in the performance of this Contract must be returned to ATCOG.
- 8.2.3.2. Financial (expenditure) justification shall include a statement of each financial transaction directed to each separate line item.
- 8.2.3.3. Expenditures shall not exceed such rate or amounts that have been set forth in this Contract.
- 8.2.4. Failure of ATCOG to receive adequate funds for this purpose from appropriate local, state and/or federal grantor/funding agencies identified in Attachment C, Payment and Fiscal Management.
- 8.3. Notwithstanding any exercise by ATCOG of its right of early termination pursuant to this Section, Contractor shall not be relieved of any Contractor liability for damages due to ATCOG by virtue of any breach of this Contract by Contractor. ATCOG may withhold any payment to Contractor until such time as the exact amount of damages due to ATCOG from Contractor is agreed upon or is otherwise determined.

SECTION 9.0 ACCESSIBILITY AND RETENTION OF RECORDS

9.1. The Contractor shall give all appropriate local, state and/or federal grantor/funding agencies and their authorized representatives, as identified in Attachment C, Payment and Fiscal Management, access to and right to examine and reproduce all records, books, papers or documents relating to this Contract. Such rights to access shall continue as long as the records are retained by Contractor. Contractor agrees to maintain such records in an accessible location. Contractor shall permit and cooperate with any examination conducted pursuant to this Paragraph.

9.2. Contractor shall retain all books, documents, reports, accounting procedures, and other records, pertaining to the operation of programs and expenditures of funds under this Contract for three (3) years from final payment provided under this Contract unless a different period is expressly specified elsewhere in this Contract. If, at the end of three (3) years, there is litigation or if the audit report covering such Contract has not been accepted, Contractor shall retain the records identified above until the resolution of such litigation or audit.

SECTION 10.0 CONTINGENT FEES

10.1. Contractor warrants that no person or company has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage,

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brokerage, or contingent fee, excepting bonafide employees; nor has the Contractor paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee, any fee, commission, contribution, donation, percentage, gift, or any other consideration, contingent upon, or resulting from award of this Contract. For any breach or violation of this provision, the ATCOG shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration and any other damages, and shall be responsible for reporting the details of such breach or violation to the proper legal authorities, where an when appropriate.

SECTION 11.0 COORDINATION

11.1. Contractor shall, to the maximum extent feasible, coordinate all programs and activities provided under the terms of this Contract with similar programs and activities provided by Contractor independent of this Contract and with funds and resources provided outside of the scope of this Contract.

SECTION 12.0 SECTARIAN AND POLITICAL ACTIVITY

12.1. None of the performances rendered hereunder shall involve, and no portion of the funds received by Contractor hereunder, shall be used, either directly or indirectly, in support of any sectarian, religious, or anti-religious activity, worship, or instruction.

12.2. None of the performances rendered hereunder shall involve, and no portion of the funds received by Contractor hereunder shall be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators. Contractor shall comply with the requirements of Restrictions on Lobbying; Certification and Disclosure Requirements imposed by 29 CFR (Pending 4/27/90).

SECTION 13.0 CONFLICT OF INTEREST

13.1. Contractor covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest shall be employed or appointed as a member of its governing body.

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13.2. Contractor shall assure that no member of its governing body, employee, or agent shall participate in the selection, award, or administration of a subcontract under this Contract where any of the following has a financial interest in the Contract:

- 13.2.1. The employee, officer, or agent; or
- 13.2.2. Any member of his or her immediate family; or
- 13.2.3. His or her financial partner; or
- 13.2.4. An organization in which any of the above is an officer, director, or employee.

13.3. No officer, member or employee of the Texas Office of the Governor – Criminal Justice Division, and no member of its governing body of the locality or localities in which the Contract is being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract, shall:

- 13.3.1. Participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he has a direct or indirect personal interest; or
- 13.3.2. Have any interest, direct or indirect, in this Contract or the proceeds thereof. Nothing in this article shall prohibit public officials of units of local governments from serving on Contractor's governing body.

SECTION 14.0 EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

14.1. ATCOG has an Equal Employment Opportunity Plan in place and the ATCOG Human Resources Director acts as the EEO Officer and is responsible for implementing the ATCOG EEO Program. Through the EEO Plan and the EEO Officer, employees are notified that ATCOG provides a work environment that is free from discrimination, including harassment, based on race, color, national origin, religion, creed, sex, age, genetic information, disability status, protected veteran status, sexual orientation, gender identity or expression. Contractor shall also provide a work environment that is free from discrimination, including harassment, based on race, color, national origin, religion, creed, sex, age, genetic information, disability status, protected veteran status, sexual orientation, gender identity or expression.

In addition to ATCOG's EEO Plan for employees, ATCOG offers the following civic rights information available to employees and also to individuals that participate in (or benefit from) ATCOG's criminal justice grant programs/activities (available on the ATCOG website

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www.atcog.org/atcog-home/criminal-justice). Contractor shall offer the following information available to employees and also to individuals that participate in (or benefit from) ATCOG's criminal justice grant programs/activities (available on the ATCOG website):

- 14.1.1 ATCOG's criminal justice programs do not discriminate on the basis of race, color, national origin, religion, creed, sex, age, genetic information, disability status, protected veteran status, sexual orientation, gender identity or expression, or English proficiency.
- 14.1.2 ATCOG's EEO Complaint Process (p.8 in ATCOG EEO Plan - on website) should be used when an ATCOG employee, or an individual that participates in (or benefits from) ATCOG's criminal justice programs, files a complaint alleging discrimination on the basis of race, color, national origin, religion, creed, sex, age, genetic information, disability status, protected veteran status, sexual orientation, gender identity or expression, or English proficiency.
- 14.1.3 ATCOG does not retaliate against the following individuals:
- 14.1.4 Persons who file discrimination complaints or lawsuits.
- 14.1.5 Persons who participate in discrimination proceedings as witnesses.
- 14.1.6 ATCOG provides access to their criminal justice programs/activities to persons who have limited English proficiency (LEP) by using a language translation/interpretation service when necessary.
- 14.1.7 ATCOG criminal justice programs comply with the Equal Treatment for Faith-Based Organizations guidelines including efforts to ensure the programs do not use direct federal funding to engage in explicitly religious activities and that the program does not discriminate against program participants and/or vendors on the basis of religion or religious beliefs, a refusal to hold a religious belief, or a refusal to participate in a religious practice.

SECTION 15.0 DISPUTES

15.1. Contractor shall utilize the complaint procedure promulgated by those rules, regulations and laws identified in PART I, PARTIES TO CONTRACT, as available, for all complaints arising under activities funded by this Contract unless otherwise provided for by the terms of this Contract.

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SECTION 16.0 COPYRIGHTS AND PATENTS

16.1. Where activities supported by this Contract produce original books, manuals, films, computer programs (including executable computer programs and supporting data in any form), or other copyrightable materials, Contractor may copyright such, but ATCOG reserves royalty-free, nonexclusive and irrevocable license to use such materials. Disposition of royalties will be determined by ATCOG. This article must in all employment contracts, consultant agreements and other contracts in which funds received under this Contract are involved.

16.2. If any discovery or invention arises or is developed in the course of or as a result of work performed under this Contract, Contractor shall refer the discovery or invention to ATCOG which will determine whether or not patent protection will be sought; how any rights therein, including patent rights, will be disposed of and administered; and the need for other action required to protect the public interest in work supported with federal funds, all in accordance with the Presidential Memorandum of October 10, 1963, on Government Patent Policy.

SECTION 17.0 CLEAN AIR AND WATER ACTS

17.1. Contractor shall comply and assure compliance by its subcontractor with all applicable standards, order, or regulation promulgated pursuant to the Clean Air Act, as amended (42 U.S.C. 1857, et equ.), and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251, et seq.). Contractor shall report violations to the appropriate regional office of the Environmental Protection Agency and shall submit a copy of the report to ATCOG.

SECTION 18.0 CONTRACT WORK HOURS, HEALTH AND SAFETY STANDARDS

18.1. Contractor shall comply and shall assure compliance by its subcontractor with the Occupational Safety and Health Act of 1970 and the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333 and the regulations promulgated thereunder to the extent that such provisions apply to Contractor's performance pursuant to this Contract. Contractor shall also comply and shall also assure compliance by its subcontractors with any regulations promulgated by the Secretary of the U.S. Department of Labor establishing standards to protect the health and safety of workers or Contractor employees engaged in performance pursuant to this Contract that are not covered by the above laws, legislation and/or regulations.

SECTION 19.0 FRAUD AND ABUSE PREVENTION

19.1. Contractor shall establish, diligently maintain and utilize internal program management and monitoring procedures sufficient to provide for the proper, effective management of all activities funded under this Contract.

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19.2. Failure on the part of Contractor or a subcontractor of Contractor to comply with the provisions of this Contract when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds or payment under this Contract until such time such fraud and/or misappropriation has been rectified and the funds involved paid back to ATCOG or a written plan for pay back has been accepted by ATCOG.

SECTION 20.0 TERMS, PROVISIONS AND RULES OF GOVERNING ENTITIES

20.1. Contractor shall ensure that the performance rendered under this Contract are rendered so as to comply with all the terms and provisions of any contracts, grant agreements and/or any other legally binding contractual document existing between ATCOG and any other local, state and/or federal grantor/funding agency identified in Attachment C, Payment and Fiscal Management, as if these performances were rendered by ATCOG.

20.2. This Contract shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, a state, or any governmental body or agency having lawful jurisdiction or the authorized representative of agency of any of them. Reference herein to particular rules, regulations and laws of governmental bodies or agencies having lawful jurisdiction shall not be considered restrictive of the applicability of any other rules, regulations or laws applicable to this Contract or the subject matter contained herein.

SECTION 21.0 INDEMNIFICATION, LIABILITY AND INDEPENDENT CONTRACTOR

21.1. If Contractor is a governmental entity, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

21.2. If Contractor is a non-governmental entity, Contractor agrees to the extent permitted by law, to indemnify, defend and save harmless ATCOG, its officers, agents and employees from any and all claims and losses accruing or resulting to Contractor and to any and all subcontractors, materials, persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by Contractor in the performance of this Contract.

21.3. ATCOG does not assume any Liability to third persons, nor will ATCOG reimburse the Contractor for its liability to third persons, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this Contract or any subcontract hereunder.

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21.4. The Contractor shall give ATCOG or its representatives immediate notice of a suit or action filed, or prompt notice of any claim made against the Contractor arising out of the performance of this Contract. The Contractor shall furnish immediately to ATCOG copies of all pertinent papers received by the Contractor in connection with any such suit, action or claim. ATCOG or appropriate local, state and/or federal grantor/funding agencies identified in Attachment C, Payment and Fiscal Management, shall have the option to intervene in such actions to represent ATCOG's or the above identified agencies' interests.

21.5. It is expressly understood and agreed by both parties hereto that ATCOG is contracting with Contractor as an independent contractor. The parties hereto understand and agree that ATCOG shall not be liable for any claims, which may be asserted by any third party occurring in connection with the services to be performed by Contractor under this Contract.

SECTION 22.0 INSURANCE

22.1. Upon request, Contractor shall furnish ATCOG certificates of insurance evidencing insurance as follows:

22.1.1. Worker's Compensation and Employer's Liability.

22.1.2. Comprehensive General Liability for the following coverage in amounts not less than shown below:

22.1.2.1. Bodily Injuries: \$100,000 per person
(all hazards) \$300,000 aggregate

22.1.2.2. Property Damage: \$ 50,000 per occurrence
(other than auto) \$100,000 single limit

22.1.2.3. Property Damage: \$ 50,000 per occurrence
(automobile)

22.1.2.4. Product Liability Insurance:

Personal Property: \$ 25,000 per accident
Bodily Injury: \$100,000 per accident

22.1.3. Contractor Owned Vehicles:

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- 22.1.3.1. Liability: \$250,000 per person
Collision/Comp \$500,000 aggregate
- 22.1.3.2. Property Damage: \$100,000
- 22.1.4. Bond coverage in appropriate amounts but not less than \$100,000 for persons who:
 - 22.1.4.1. Write or sign checks.
 - 22.1.4.2. Handle contributions/cash.
 - 22.1.4.3. Handle Contract property, or
 - 22.1.4.4. Handle personal property of clients.

SECTION 23.0 TITLE TO PROPERTY

23.1. ATCOG may assign to the Contractor certain items of real property, equipment and supplies, for use in connection with this Contract. Unless otherwise provided in this Contract, operational right to such property shall vest in the Contractor subject to the condition that the Contractor shall use the property for the authorized purpose and performance prescribed by this Contract for the entire term of this Contract. It is further agreed that the Contractor shall maintain adequate property control records, perform regular inventories every twelve (12) months and submit revisions as incurred to ATCOG, and establish adequate safeguards to prevent loss, damage, or theft to any such property in accordance with sound business practices.

23.2. Unless otherwise provided in this Contract, the Contractor, upon delivery or acquisition of any such property, assumes the risk of and shall be responsible for, any loss thereof or damage thereto, except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of this Contract.

23.3. The Contractor shall, upon completion of this Contract or where there is otherwise no longer a need for such property, give written notice to ATCOG within fifteen (15) days to such effect. It is further agreed that upon receipt by ATCOG of such written notice, ATCOG shall issue instructions as to the continued use or disposition of such property to the Contractor pursuant to applicable federal and state regulations.

23.4. All property shall be dealt with in accordance with appropriate state and federal regulations as identified in this Contract.

**HOPKINS COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT D
STANDARD PROVISIONS AND ASSURANCES**

SECTION 24.0 PROGRAM AND FUNDING RECOGNITION

24.1. This Contract, ATCOG, its policy bodies, funding agencies and program sources shall be properly referenced and receive appropriate recognition for the part this Contract and the resource it represents in all activities, services and programs performed under the terms of this Contract.

SECTION 25.0 ORAL AND WRITTEN AGREEMENTS

25.1. All oral or written agreements between the parties hereto relating to the subject matter of this Contract that were developed and executed prior to the execution of this Contract have been reduced to writing and are contained herein.

SECTION 26.0 LEGAL AUTHORITY

26.1. Contractor assures and guarantees that it possesses the legal authority following an official motion, resolution or action passed or taken as required, giving Contractor legal authority to enter into this Contract, receive the funds authorized by this Contract, and to perform the services Contractor has obligated itself to perform under this Contract.

26.2. The person signing this Contract on behalf of Contractor hereby warrants that he has been fully authorized by Contractor to execute this Contract on behalf of Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth.

26.3. Contractor, if a corporation, certifies that it is registered with the Secretary of State of the State of Texas or Arkansas, as applicable.

**HOPKINS COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT E
EXHIBITS**

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**HOPKINS COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT E
EXHIBIT 2.0**

CERTIFICATION OF SERVICES PURCHASED

HOPKINS COUNTY

I hereby certify that Hopkins County purchased the services indicated on the attached itemized statement, and requests reimbursement from the Ark-Tex Council of Governments via Texas Office of the Governor-Public Safety Office, Criminal Justice Division grant 1426625. I further certify that the services purchased were not used to supplant previously budgeted County funds.

County Official, Signature

Date

Date and Amount of Voucher

**HOPKINS COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT E
EXHIBIT 3.0**

Progress Reports and Performance Measure Reports will be emailed to the Hopkins County Juvenile Probation Department and should be submitted to ATCOG by the required dates of **March 8, 2024 and August 15, 2024.**

HOPKINS COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT E
EXHIBIT 4.0

COOPERATIVE AGREEMENT
HOPKINS, DELTA, AND FRANKLIN COUNTIES

The Counties of Hopkins, Delta, and Franklin agree to allow the Purchase of Juvenile Services funds allocated to the counties by the Ark-Tex Council of Governments, Texas Office of the Governor-Public Safety Office, Criminal Justice Division grant 1426625, to be contracted with and administered by Hopkins County. The Counties agree to allow Hopkins County to utilize the funds on behalf of Hopkins, Delta, and Franklin Counties for reimbursement of juvenile services purchased in accordance with the Texas Criminal Justice Division rules and regulations.

Robert Newsom
Robert Newsom (Dec 4, 2023 15:12 CST)

County Judge, Hopkins County



County Judge, Delta County

County Judge, Franklin County

Dec 4, 2023

Date

1-9-2024

Date

Date

VOL QQ
**RURAL LAW ENFORCEMENT
GRANTS**

Senate Bill (SB) 22

Subscribe to SB 22 News

Senate Bill (SB) 22 establishes a grant program that will provide financial assistance to sheriff's departments, constable's offices and district and county attorney's offices in eligible counties to ensure professional law enforcement and legal representation of the people's interests throughout the state.

The new law provides supplemental salaries for different positions in rural areas. Eligible counties can apply for grant funds beginning Jan. 1, 2024, regardless of a particular county's fiscal start-date. Eligible counties may apply electronically beginning Jan. 1, 2024. In future years, counties and prosecutor's offices will apply according to the start of their fiscal year.

Eligibility

The Comptroller's office will use the federal decennial census as the source for the population counts (2020 census data).

A qualified county or prosecutor's office means the office meets the standards provided by the law.

- Offices must serve counties with overall populations of 300,000 or less.
- If a constable is already making above the minimum annual salary, the county is not eligible for grant funding to increase the salary.
- If a county already pays the minimum salary levels for the sheriff, deputies and jailers, the county may still apply for funds for additional personnel or equipment.

Minimum salaries and other eligible expenditures are detailed in Local Government Code (LG) 130.911.

▼ Sherriff's Offices

For sheriff's offices, a qualified county is eligible for the following:

- \$250,000 if the county has a population of less than 10,000;
- \$350,000 if the county has a population of 10,000 or more and less than 50,000; or
- \$500,000 if the county has a population of 50,000 or more and 300,000 or less.

Salaries for sherriff's office employees must be given priority over other uses.

Counties awarded money for sheriff's offices must use the grant funds to:

- provide a minimum annual salary of:
 - \$75,000 for a county sheriff;
 - \$45,000 for each deputy who makes motor vehicle stops in the routine performance of their duties;
 - \$40,000 for each jailer whose duties include the safekeeping of prisoners and the security of a jail operated by the county;
- increase the salary of those listed above;
- hire additional deputies or staff for the sheriff 's office; and,
- purchase vehicles, firearms and safety equipment for the sheriff's office.

Before it can authorize the use of the grant money for the other allowable expenses, **the county must first use the grant money to meet minimum annual salaries** of the county sheriff, deputies who make motor vehicle stops in the routine performance of their duties and jailers whose duties include the safekeeping of prisoners and the security of a jail operated by the county.

Counties may use grant funds to increase salaries for those listed in Local Govt. Code Section 130.911(e)(1) above the established minimum amounts stated.

If a sheriff holds dual offices in the county, the portion of the salary attributable to the sheriff's duties must be increased to meet the minimum salary required in Local Government Code Section 130.911(e)(1).

If a sheriff's office employs part-time employees or pays its employees hourly rather than salary wages, the office must pay an hourly wage that would be the equivalent of the minimum annual salary as per Section 130.911(e) of the Local Government Code.

Additionally, if a county uses grant funds to increase the salary of the county sheriff, deputy sheriff, jailer or any additional staff hired under Local Government Code Sections 130.911(e)(1), (2) or (3), grant funds may be spent for the associated benefits that are incremental to the increase in salary. Benefits that are not tied to the increase in salary, such as longevity pay, cannot be paid for with grant funding.

For the purposes of this section, the definition of jailer has the same meaning as "county jailer" under Texas Occupations Code, Section 1701.001(2).

▼ **Constable's Offices**

For constable's offices, a county with a population of 300,000 or less must provide an annual salary of \$45,000 to a qualified constable. The county must contribute at least 75 percent of the money required to meet the minimum annual salary. The other 25 percent will come from the grant money provided by SB 22.

Counties awarded money for constable's offices may only use the grant funds to increase a constable's salary to a minimum annual salary of \$45,000.

If a county uses grant funds to increase the salary of a constable under Local Government Code Section 130.912(e), grant funds may be spent for the associated benefits that are incremental to the increase in salary. Benefits that are not tied to the increase in salary, such as longevity pay, cannot be paid for with grant funding.

For prosecutor's offices, the Comptroller's office will use the sum of the population in each county in the multi-county jurisdiction. A jurisdiction with a population of 300,000 or less is eligible for the following amounts for the prosecutor's office:

- \$100,000 if the jurisdiction has a population of less than 10,000;
- \$175,000 if the jurisdiction has a population of 10,000 or more and less than 50,000; or,
- \$275,000 if the jurisdiction has a population of 50,000 or more and 300,000 or less.

A prosecutor's office that is awarded grant funds from SB 22 must use the grant money to:

- increase the salary of an assistant attorney, an investigator or a victim assistance coordinator employed at the office; or,
- hire additional staff for the office.

If a rural prosecutor's office uses grant funds to increase the salary of an assistant attorney, investigator, a victim assistance coordinator or any additional staff hired under Local Government Code Sections 130.913(e)(1) or (2), grant funds may be spent for the associated benefits that are incremental to the increase in salary. Benefits that are not tied to the increase in salary, such as longevity pay, cannot be paid for with grant funding.

Application Deadlines

For initial implementation of the program, all eligible counties will be eligible to apply for grant funds beginning Jan. 1, 2024, regardless of a particular county's fiscal start date. The fiscal 2024 deadline for all qualified counties and prosecutor's office, if their fiscal year starts before Jan. 1, 2024, is 30 days after the application is available on Jan. 1, 2024.

If a county has encumbered funds for fiscal 2024 salaries before Jan. 1, 2024, the county will be able to backfill its budgeted funds over the months leading up to application using the grant funds. It

will be up to the county whether to adjust law enforcement salaries at the start of its fiscal year or to wait until grant funds are awarded to the county to adjust salaries.

After the first year of the program, a qualified county or prosecutor's office must apply for the grant **not more than 30 days after the first day of its fiscal year.**

By law, failure to meet this deadline means qualified county or prosecutor's office will have to wait until its next fiscal year to apply.

If you did not receive an email with a link to the application, please contact the Local Government team.



DELTA COUNTY POLICY FOR THE DISPOSITION OF THE BODY OF DECEASED PAUPERS

INTRODUCTION AND STATUTORY AUTHORITY

The Delta County Commissioners' Court, acting as the governing body of Delta County, Texas, in accordance with §694.002 of the Texas Health and Safety Code has established the policies contained herein to govern the disposition of the body of a deceased pauper.

§694.002 Duty of Commissioners' Court Concerning Disposition of Body of Deceased Pauper

- a) The commissioners' court of each county shall provide for the disposition of the body of a deceased pauper. The commissioners' court may adopt rules to implement this section.
- b) The commissioners' court shall consider any information, including the religious affiliation of the deceased pauper, provided by a person listed in §711.002 (a) of the Texas Health and Safety Code.
- c) If a county discovers cash in the possession of a deceased pauper, a county may use the cash to pay the actual costs incurred by the county in disposing of the pauper's body.

In accordance with §711.002 (a) of the Texas Health and Safety Code, the next of kin, listed below, are legally responsible for the disposition of the deceased:

- 1) the person designated in a written instrument signed by the decedent;
- 2) the decedent's surviving spouse;
- 3) any one of the decedent's surviving adult children;
- 4) either one of the decedent's surviving parents;
- 5) any one of the decedent's surviving adult siblings;
- 6) any one or more of the duly qualified executors or administrators of the decedent's estate; or
- 7) any adult person in the next degree of kinship in the order named by law to inherit the estate of the decedent.

ELIGIBILITY REQUIREMENTS

A person whose death occurs in Delta County may be certified as a pauper eligible for burial or cremation by the County under this policy if the County Judge determines, after reasonable investigation, that:

- 1) The estate of the decedent does not have any resources that may be used to pay for disposition; and
- 2) The decedent's next of kin cannot pay for disposition because:
 - a. They do not have resources or are unwilling to pay for disposition; or
 - b. Their identities or whereabouts are unknown.

INVESTIGATION OF RESOURCES AND REFERRAL BY FUNERAL HOME

A funeral home may request a determination of pauper status by the County through an application (herein attached as *Appendix A*) for the disposition of a deceased pauper if the funeral home:

- 1) has conferred with the family members about available resources, if there are family members;
- 2) reports the results of its investigation of resources to the Office of the County Judge; and
- 3) represents to the Office of the County Judge that its investigation has not located sufficient resources available to pay the cost of interment.

Before making a referral to the Delta County Judge's Office for determination of pauper status, the funeral home must first attempt to contact the decedent's family members and investigate the resources available to the decedent's estate or family members.

The investigation of resources by a funeral home should include a determination if the decedent is eligible for burial benefits from the following sources:

- 1) Veteran's Administration (funeral home must apply for burial benefits because the VA will not reimburse a governmental agency that has funds designated for burial expenses; burial must occur at the veteran's cemetery);
- 2) Red Cross, for spouses and dependents of current members of the armed forces;
- 3) U.S. government, for military personnel;
- 4) Social Security Administration, for \$255 death benefit to spouse, dependent disabled adult children, and minor children, which may be applied for burial expenses;
- 5) private insurance companies;
- 6) private trusts; and
- 7) Crime Victim's Compensation Fund, for victims of violent crimes.

The investigation of resources by a funeral home must include attempting to identify and locate family members and waiting at least six days from the notice of the death or ten days from the date of death for family members to respond.

If family members are located who are totally indigent and unable to accept responsibility for burial costs, then the next of kin must agree to accept all policies of Delta County Commissioners' Court in relation to the disposition of the body of a deceased pauper. In addition, the County reserves the right to require that the remains of the deceased be relinquished to Delta County for disposition.

If no next of kin is located, the application (reference *Appendix A*) for services under this policy shall be completed by the funeral home.

DETERMINATION OF ELIGIBILITY

Upon receipt of the application for disposition of the body of a deceased pauper, the Office of the County Judge will review the information submitted and may conduct its own investigation to determine if the decedent is eligible under this policy.

If the Office of the County Judge determines that a pauper's estate or next of kin has resources available to pay a portion but not all the expense of interment, a contribution towards the expense must be made or applied for by the estate, family members, or funeral home. The amount of the contribution must be deducted from the bill submitted by the contracting funeral home to the County.

The Office of the County Judge will provide the referring funeral home with a determination and order regarding the application.

Upon receipt of the notification, the funeral home shall invoice Delta County for the amount approved. Invoices should be forwarded to the Office of the County Judge at 200 West Dallas Avenue, Cooper, Texas, 75432 or via email to tcrutcher@deltacountytx.com. The Office of the County Judge will verify the invoice is for an approved application and then process it for payment.

The Office of the County Judge will keep in its files:

- 1) the completed application form;
- 2) the determination and order of the County Judge;
- 3) other documents provided by next of kin or funeral home;
- 4) any invoice or request for payment of approved interment services; and
- 5) proof of payment.

OTHER GENERAL PROVISIONS

- 1) All proceedings relating to the final arrangements for pauper remains shall be conducted with the utmost solemnity and respect for the decedent.
- 2) Delta County's customary method of disposition of the body of the deceased pauper will be cremation. The funeral home is responsible for obtaining the required authorizations for cremation. The cremation shall conform with all applicable state and federal regulations, including regulation (8) regarding arrangements made between next of kin and contracted funeral homes.
- 3) If the customary method of disposition conflicts with the religious affiliation of the deceased pauper; or if the deceased pauper is unknown; or if the next of kin identities

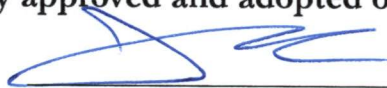
and whereabouts are unknown, the method of disposition may be a burial. County burial includes generic casket, transportation to cemetery, and interment in the pauper section at a cemetery to be determined based upon availability at local cemeteries by the Office of the County Judge and the local funeral home. No visitation, grave marker, or additional services at the funeral home or the cemetery are included.

- 4) Other than costs designated on the determination and order of the County Judge, the funeral home may not charge the pauper's estate or family members for expenses or additional services not covered through this policy. The family/next of kin or others may not pay for additional services not covered through this policy.
- 5) If assets are later identified which were available at the time of death, Delta County Commissioners' Court has the right to recover costs from the next of kin.
- 6) The County may request reimbursements or file suit seeking recovery of the County's costs for interment as a pauper if the County Judge determines:
 - a. The existence of resources or family members not reported at the time of the application; or
 - b. False or inaccurate information was provided on the application by either the next of kin or funeral home.
- 7) As of the adopted date of this policy, Delta County will pay up to \$1,000 for cremation and \$1,500 for burial. These amounts are subject to review and change as determined annually by the County Judge.
- 8) All determinations by the County Judge herein are at his/her sole discretion and are not subject to review by or appeal to Commissioner's Court or any other authority.

CONCLUSION

All policies contained herein are in compliance with Title 8 §694.002 and §711.002 of the Health and Safety Code. These policies are subject to change at any time. All questions relating to the aforementioned policies should be directed to the Office of the County Judge.

This policy is hereby approved and adopted on this 9th day of January, 2023.



 Tanner Crutcher, County Judge



 Morgan Baker, Commissioner Precinct 1

 Jimmy Sweat, Commissioner Precinct 2



 Anthony Roberts, Commissioner Precinct 3



 Mark Brantley, Commissioner Precinct 4

ATTEST:


Janice Roberts, County/District Clerk



DELTA COUNTY, TEXAS APPLICATION FOR PAUPER INTERMENT SERVICES

The Delta County Policy for the Interment Services of Paupers provides as follows:

“A person whose death occurs in Delta County may be certified as a pauper eligible for interment services by the County under this policy if the County Judge determines, after reasonable investigation, that the estate of the decedent does not have any resources that may be used to pay for interment; and the decedent's next of kin cannot pay for interment because they do not have resources that may be used to pay for interment; or their identities or whereabouts are unknown.”

The information requested in the following form is necessary to determine eligibility under the County policy. It is not intended to cause embarrassment or to pry needlessly into your private affairs. Please be as detailed as possible in answering the questions. Giving false, misleading, or incomplete information on this form may result in delay or rejection of the application.

Next of Kin is defined as an individual in accordance with §711.002 of the Texas Health and Safety Code.

The following required documentation must accompany the application:

- Driver's License or Picture ID for the deceased and for the Next of Kin applicant
- Social Security Card for the deceased and for the Next of Kin applicant
- Birth or Marriage Certificate to establish the relationship and authority to cremate, if cremation is selected
- Proof of Income: Checkbook or Bank Statement of the deceased for thirty (30) days prior to the death and for all adult next of kin living in the household of the deceased
- Pay Stubs, SSI or Social Security Statement of the deceased, if applicable
- Pension Fund Statement of current or past employment
- Rest Home Statement of Funds being held for the deceased's account, if applicable
- Veteran service information, (such as DD214) if applicable

Date: _____
Name of Applicant: _____
Address of Applicant: _____
Relationship to Deceased: _____
Phone Number: _____
Email Address: _____

INFORMATION OF DECEASED

Deceased's Name: _____
Deceased's Address: _____
Marital Status: _____
Social Security Number: _____ Date of Birth: _____
Place of Death: _____ Date of Death: _____

Total monthly income at time of death, include all sources of income and any cash on hand or in bank accounts: _____

Place of Employment: _____

Are any Veterans benefits or Social Security benefits available to the next of kin?

Veteran Benefits? _____ SS Benefits? _____

Does the deceased (if a minor, do parents/guardians) own any property? If so, provide info.

Does the deceased (if a minor, do parents/guardians) own a vehicle? If so, provide info.

Are there any life insurance benefits available? If so, provide info.

Have any donations been given or fundraiser/benefits held? If so, what funds were raised?

Who is responsible for managing the decedent's estate? Provide name and contact.

INFORMATION OF NEXT OF KIN

Please identify any next of kin, if living, and provide the address and any other contact information available. (i.e. phone numbers, email address, etc.)

Spouse:

Adult Children:

Parents:

Siblings:

Explain why the next of kin are not able to provide assistance to pay for the funeral:

FUNERAL HOME INFORMATION

FUNERAL HOME

Phone Number:

Contact Person:

I, _____, representative of
_____ Funeral Home, do attest that I have completed an
investigation of resources available to the aforementioned decedent and next of kin, and do
hereby make formal referral of request for determination of pauper status.

Signature

Date

REQUESTED METHOD OF INTERMENT

Burial _____

Cremation _____

Is a burial plot available for the deceased? If so, please identify the cemetery.

PAUPERS OATH STATEMENT

I, _____, applicant, hereby solemnly swear that the foregoing information is true and correct to the best of my knowledge. That the deceased, does not have any resources to bury him/herself and that neither of the deceased next of kin, have funds or means to pay for the funeral home services of the deceased.

Signature

Date

STATE OF TEXAS

COUNTY OF _____

Before me, _____, on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, (year).

(Personalized Seal)

Notary Public's Signature

DETERMINATION OF COUNTY JUDGE

I, Tanner Crutcher, County Judge of Delta County, Texas, hereby make the following determination in regards to the aforementioned application for interment services:

APPROVED _____

DENIED _____

SIGNATURE

DATE