

BREWSTER COUNTY
Commissioners Court

JIM WESTERMANN
Commissioner, Pct. 1

RUBEN ORTEGA
Commissioner, Pct. 3



SARA COLANDO
Commissioner, Pct. 2

MO MORROW
Commissioner, Pct. 4

GREG P. HENINGTON
County Judge

Regular Commissioners Meeting: January 14, 2025, at 9:30 AM

Brewster County Courthouse, Commissioners Courtroom
201 W. Ave. E Alpine, Texas 79830

AGENDA

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Review, discuss and take necessary action to approve previous meeting minutes
 - A. Commissioners Court Meeting of December 30, 2024
5. Public Comment - Comments are limited to 5 minutes per person. Members of the public are also welcome to participate in public comment by calling 432-244-6663
6. Report from City of Alpine representative; discussion only, no action required
7. Recognition & Announcements
8. County Judge Report - for informational purposes only
 - A. Update on 2021 audited financial statements
9. Texas AgriLife Extension / Quarterly Report by Luke Hendryx County

Extension Agent

10. Project Allocation Report

- A. Project Report**
- B. Discuss and take action to re-allocate unexpended funds for the maintenance and repair of 22 overhead doors throughout Brewster County.**

11. Discuss and take possible action to approve the 2025 Interlocal Agreement between Pecos County and Brewster County related to the 83rd District Attorney Budget in the amount of \$94,890.00

- A. 2025 Interlocal Agreement**

12. Discuss and take possible action to approve a grant application for the 2024 fiscal year related to Operation StoneGarden

- A. FY 2024 Operation Stonegarden Grant**

13. Discuss and take possible action to re-appoint two ESD # 1 board members for the 2025 - 2027 calendar years

- A. Jim Hines, Marcos Paredes**

14. Discuss and take action to approve \$2500 bond for Brewster County Attorney

- A. Bond Attachment**

15. Discuss and take action to ratify non-financial amendment to Tyler Technologies agreement

- A. Tyler Technologies Amendment**

16. Road & Bridge Department

- A. Superintendent's Report**
- B. Review, discuss and take appropriate action for general work/ permits/ contract of Road & Bridge Department**

17. Emergency Management Department

- A. General Report - Emergency Management Coordinator**
- B. Discuss and take possible action to renew or modify Brewster County burn ban**

18. Treasurer's Office

- A. Financial Reports / Updates
- B. Discussion, review, and appropriate action related to financial administration and policies

19. Brewster County Comptroller

- A. General Bills / Discussion and appropriate action regarding to
 - 1. Budget Amendments
 - 2. Line-Item Adjustments
- B. Financial Reports / Updates
- C. Discussion, review, and appropriate action related to financial administration and policies

20. Brewster County Tourism

- A. Report from Robert Alvarez, Executive Director:
General update, travel shows, marketing, finances, visitation status, project reports and issues
- B. Discuss and take action on the approval of Brewster County Tourism Council Board Members and Officers for 2025

21. Closed meeting of Commissioners Court, if necessary

If, during the course of the meeting covered by the notice, the Commissioners Court needs to meet in executive session, then such closed or executive meeting or session, pursuant to Chapter 551, Government Code of Texas, will be held by the Commissioners Court on the date, hour, and place given in the notice or as soon after the commencement of the meeting covered by this notice as the Court may conveniently meet in such closed or executive meeting or session convening and concerning any and all subjects and for any and all purposes permitted by Chapter 551 of said Government Code.

If necessary, following any closed or executive meeting the Commissioners Court will convene in open session to take any final action, decision, or vote on any matter deliberated in closed meeting which has properly been noticed in compliance with Chapter 551 Government Code of Texas.

- A. **CLOSED SESSION** – An closed session meeting will be held pursuant to section 551.072 of the Texas Government Code (deliberation regarding real property) for the Commissioners Court to deliberate the purchase, exchange, lease, and/or value of certain real property located in Brewster County, Texas because deliberation of those matters in an open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person.

- B. **CLOSED SESSION** – A closed session meeting will be held pursuant to section 551.076 of the Texas Government Code (deliberation regarding security audit) for the Commissioners Court to deliberate, discuss and take possible action in open session regarding Brewster County's cybersecurity actions and policies.
- C. **CLOSED SESSION** – A closed session meeting will be held pursuant to section 551.074 of the Texas Government Code (deliberation regarding personnel matters) for the Commissioners Court to discuss and take possible action in open session regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.

22. Discuss and take action to amend meeting dates for Special Meeting from February 25th to February 11, 2025.

23. Schedule next Regular Commissioners Court Meeting on January 28, 2025, at 9:30 A.M.

24. Adjourn

ATTEST:



Greg P. Henington
Brewster County Judge

FILED
At 9:22 o'clock A M
Date January 10, 2025

SARAH VASQUEZ
County Clerk, Brewster County, TX
By [Signature] Deputy

PLEASE NOTE THE FOLLOWING: The Brewster County Commissioners Court reserves the right to conduct an executive/closed meeting session to discuss and deliberate any of the items listed on the agenda instrument posted for this meeting, as permitted by law, including all applicable open meeting exceptions recognized by Chapter 551 of the Texas Government Code ("Chapter 551," the Texas Open Meetings Act), or other applicable statute, including without limitation the following Chapter 551 exceptions: §§ 551.071 and 551.129 (consultation with attorney); § 551.072 (deliberation regarding real property); § 551.0725 (deliberation regarding contract being negotiated); § 551.073 (deliberation regarding prospective gift); § 551.074 (deliberation regarding personnel matters); § 551.0745 (deliberation regarding personnel matters affecting county advisory board); § 551.076 (deliberation regarding security devices or security audits); § 551.0785 (deliberations involving medical or psychiatric records of individuals); and § 551.087 (deliberation regarding economic development negotiations).

Project Tracker				
as of January 14, 2025		(last reviewed by Court on 11/12/24)		
Project	Budgeted	Actual	Status	Remaining
1 File Storage Center - completion of basement	\$ 24,000.00	\$ 18,000.00	Pending	\$ 6,000.00
2 Approval of funding to improve Marathon Comm. Ctr.	\$ 15,000.00	\$ 15,000.00	Completed	
3 Key card entry system for S. Brewster Co Emerg Buildg	\$ 13,594.32	\$ 13,954.52	Completed	
4 Approval of payment to Grant Writer - Lexipol	\$ 5,000.00	\$ 5,000.00	Completed	
5 Shade cover addition for Alpine Emergency Center	\$ 41,000.00	\$ 41,000.00	Completed	
6 Purchase of 2023 Chevrolet Pick-up for facilities staff	\$ 45,411.75	\$ 45,411.75	Completed (vehicle + running boards)	
7 Purchase of agenda software for Comm. Court	\$ 7,500.00	\$ 15,319.40	Completed Paid 2024 & 2025 annual subscription Moved \$7820.40 from #13	\$ -
8 Commercial inspection of property at Sul Ross & 6th	\$ 1,200.00	\$ 1,200.00	Completed	
9 Digital Service contract for County Clerk	\$ 50,000.00	\$ 49,675.05	Completed	\$ 324.95
10 Cyber Security Review and system upgrades	\$ 50,000.00	\$ 67,856.99	Study/Report Completed Moved \$17856.99 from # 20	\$ -
11 Big Bend Child Care - AISD	\$ 50,000.00	\$ 50,000.00	Completed	
12 File Storage Project - storage & destruction	\$ 30,000.00	\$ 19,741.00	Pending	\$ 10,259.00
13 Brewster County Dump Day Expenses	\$ 50,000.00	\$ 34,133.82	Completed Moved \$7820.40 to # 7	\$ 8,045.78
14 Completion of Jail generator project; wire & labor	\$ 15,000.00	\$ 15,000.00	Completed (overflow to 21)	
15 Mold assessment for County Clerk's office	\$ 2,250.00	\$ 2,250.00	Completed	
16 Broadband Expansion in Marathon, Texas	\$ 48,000.00	\$ 33,561.37	Pending	\$ 14,438.63
17 Mobile library trailer - Terlingua	\$ 57,000.00	\$ 49,999.99	Pending	\$ 7,000.01
18 Marathon Water Supply - installation of water lines	\$ 100,000.00	\$ 100,000.00	Pending purchase order	\$ -
19 Purchase of dump truck for Road & Bridge	\$ 185,000.00	\$ 177,500.00	Completed; check approved in 10/29/24 court	\$ 7,500.00
20 Purchase one patrol car and two work trucks for Sheriff's Office, Road & Bridge, Agrilife	\$ 169,929.89	\$ 161,223.41	Completed Moved \$17856.99 to cover # 10	\$ 8,706.48
21 Purchase of generators for Road/Bridge, Elections	\$ 50,000.00	\$ 35,084.66	Funds used for generator project at jail (see 14 above)	\$ 14,915.34
22 Purchase new flooring for Clerk's office, JP Office and County Attorney's offices	\$ 14,310.38	\$ 14,310.38	Completed	
23 Purchase 2 bay building for Marathon Fire & EMS	\$ 125,000.00		Pending	\$ 125,000.00
24 Purchase two generators for well back-up at Study Butte Water Supply Corporation	\$ 125,000.00	\$ 102,075.51	Pending	\$ 22,924.49
25 Upgrade election office software & purchase of scanner for election office	\$ 35,000.00	\$ 33,660.75	Completed	\$ 1,339.25
26 Cameras and key card entry for Alpine Fire station	\$ 26,240.71	\$ 26,240.71	Completed	
27 Upgrade audio/visual capabilities for courtroom	\$ 20,000.00	\$ 19,820.44	Completed	\$ 179.56
28 Road & Bridge Materials	\$ 150,000.00		Pending	\$ 150,000.00
29 Sunshine House - Meals on Wheels Program	\$ 50,000.00	\$ 50,000.00	Completed	
30 Materials & Labor to close in fire station - Marathon	\$ 50,000.00	\$ 36,644.00	Pending	\$ 13,356.00
31 Marathon Fire Dept Generator	\$ 12,502.69	\$ 12,502.69	Completed	
32 Towable boom lift	\$ 50,000.00	\$ 49,000.00	Completed	\$ 950.00
Delivery of boom lift to Alpine (separate vendor)	\$ 2,800.00	\$ 2,850.00	Completed	
Proposed	\$ 1,670,739.74			\$ 390,939.49
Amount of Project Allocation	\$ 1,690,975.00			
Proposed	\$ 1,670,739.74			
Remaining Amount to be Budgeted	\$ 20,235.26			
Amount Funded to Date		\$ 1,298,016.44		

PROPOSAL

CUSTOMER: #413266 Brewster County		PROJECT: Brewster County OHD PM	
Address: PO Box 1630		Address 1: 201 W Ave E	
City: Alpine	State: Tx	Zip: 79831	
Phone: 4328342412		Address 2: Address2	
Email: county.judge@co.brewster.tx.us		City: Alpine	State: TX Zip: 79831
Submitted To:	Greg Henington	Proposal Date:	1/7/2025
Submitted By:	David De Rego	Proposal #:	73607
Business Development Manager		9152179280	David.DeRego@DHPace.com
Addendums Acknowledged: Addendums		Drawings Dated: Date	Specifications Dated: None

BUYBOARD CONTRACT 757-24

DH Pace of El Paso proposes to perform a One-Time Planned Maintenance and Safety Inspection on Twenty-Two (22) Overhead Doors and Operators at the following locations:

Terlingua Fire & EMS Center

23250 FM 170 Terlingua, Tx 79852

(6) Rolling Steel Doors with Operators

Alpine Fire Department

208 E Holland Ave Alpine, Tx 79830

(6) Rolling Steel Doors with Operators

(3) Rolling Steel Doors with Operators

Tourism, AgriLife Extension, Maintenance Building

2209 W Hwy 90 Alpine, Tx 79830

(2) Sectional Doors - Manual Lift

Brewster County Road & Bridge

2601 TX-118 Alpine, Tx 79830

(1) Rolling Steel Door - Chain Hoist Only

Marathon Volunteer Fire Department

209 2nd St NE Marathon, Tx 79842

(2) Rolling Steel Doors - Chain Only

Brewster County Jail

307 W Sul Ross Alpine, Tx 79830

(2) Rolling Steel Doors with Operators

Scope of Work:

SECTIONAL DOORS AND OPERATORS (IF PRESENT):

- Each opening receives a Nineteen (19) point PM & safety inspection, which includes the inspection, adjustment, cleaning, tightening and lubrication of:
- Springs, door level, track spacing, operator clutch, limit assemblies, brake, counterbalance shaft bearings, rollers and hinges, chain hoist, operator gear reducers, couplings, drums, track brackets, operator sprockets, belts, mounting brackets, drawbar arm and hook ups, brake solenoids, hoses, controls, cables, chains, shafts and disconnects.

ROLLING STEEL DOORS AND OPERATORS (IF PRESENT):

- Each opening receives a Sixteen (16) point PM & safety inspection, which includes the inspection, adjustment, cleaning, tightening and lubrication of:
- Springs, drive chain, operator clutch, limits, brake, guides, end locks, shaft bearings, chain hoist bearings and disconnect, operator bearings, chains, pivot points, operator gear reducer, guide anchor bolts, bell mouths, hood anchor bolts, operator gears/sprockets, guides/hood/bottom bar, slats, end locks, reversing edge, weather stripping, chain hoist, belts, bearings, chains and disconnects.
- Cycling for proper operation.
- Parts are NOT included under this proposal. Any parts for repair or replacement will be quoted separately with associated return labor if required.
- Pricing assumes reasonable access will be provided.
- Appropriate sales tax, if applicable, will to be added during invoicing upon completion of all servicing.
- **Bill to Account #413266**
- Work to be completed during standard working hours of 8:00 a.m. to 4:00 p.m. Monday-Friday.
- To authorize this proposal please sign and submit and or your purchase order via email to David.DeRego@dhpac.com.

Product Description

Qty	Mfr	Part Number	Description	Finish	List Price Ea.	Discount	Unit price	Extended Total
Open Market Items								
Qty	UOM	Part Number	Description	Finish	Open Market Price Ea.	Tips Disc.	Unit price	Extended Total
20	1 Man	Hours	Travel 2 Techs Roundtrip		\$96.97	0%	\$96.97	\$1,939.
4	1 man	Hotel & Per Diem Per Day	Open Market Per Diem		\$250.00	0%	\$250.00	\$1,000.
1	Each	19' Scissor Lift	Open Market Rental Equipment		\$363.64	0%	\$363.64	\$363.6
BuyBoard CDS Contract # 757-24 Labor								
20	1 Man	Hours	Installation/Repair OHD		\$171.00	5%	\$162.45	\$3,249.
Open Market Travel								\$1,939.
								\$0.
Labor Total Only								\$3,249.
Open Market Per Diem								\$1,000.
Open Market Rental								\$363.
Open Market Subcontract								\$0.
*Total								\$6,552.
(*) Tax-Exempt								

Exclusions and Clarifications:

- Pricing expires in 30 days from the proposal date.
- Work to be performed during normal business hours (Monday - Friday, 7:00 AM - 5:00 PM), unless otherwise noted.
- Order acceptance includes a signed proposal, executed contract or purchase order.
- Sales Tax applied upon invoicing.
- This quote is based on our interpretation of customer supplied information. No specifications were provided for review. DH Pace is not responsible for omissions and/or inaccuracies. Price is subject to change if actual conditions differ from the information provided.

The proposal described herein, including all price(s) quoted, is made conditionally upon Buyer's continued credit status and must be accepted by Buyer as made by Seller. To accept this Proposal, Buyer must date, sign and return the original copy hereof to Seller within 30 days after the date hereof. Unless expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal.

Buyer acknowledges and agrees that each and all of the terms and conditions on Attachment A (**TERMS AND CONDITIONS**) are a part of this Proposal and that upon Buyer's acceptance of this Proposal shall constitute a valid and binding contract between the parties and all prior proposals, discussions and agreements respecting the subject matter hereof are cancelled. **DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE.**

BUYER ACCEPTANCE

TYPE OR PRINT NAME OF BUYER ACCEPTANCE DATE REFERENCE #

This is my authorization to proceed with the above stated work at the base price of Enter text..

SIGNATURE of: ☐ Owner ☐ Partner ☐ Officer (indicate which) TITLE

Attachment A: TERMS AND CONDITIONS

Terms. The products ("Products") described in this contract and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

Condition Precedent. Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

Scope of Work. Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein.

Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a supplemental order signed by Buyer.

Proposal Price. Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products.

If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law.

If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorneys' fees incurred by Seller whether or not a lawsuit for collection is instituted, and all other costs of collection and litigation.

Contract Time. Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance regardless of cause.

Work Performance. Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller.

If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product.

Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller.

If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore.

Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work.

No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

Cancellation. In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation.

In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

Insurance. Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller.

Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

Alterations. Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

Permits and Licenses. Buyer shall be responsible for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

Warranties. Seller warrants the Product sold to be free from defects in material and workmanship under normal and intended use and service. This warranty extends only to the Buyer and expires one year after the date of delivery or installation of the Product by Seller.

Parts and labor for service work are warranted for the following periods: All replacement parts 90 days; labor-service 30 days. Seller's sole obligation is limited to repairing or replacing any parts which shall be determined by Seller to be defective and is conditioned upon Buyer giving notice of any such defect to Seller within the warranty period. If Seller concludes that repair or replacement is necessary, Seller will commence work within a reasonable time after the decision to repair or replace is made.

This warranty does not apply to any Product which has been altered or repaired by any person not authorized by the Seller or which has been subjected to misuse, neglect or accident.

Seller assumes no liability for incidental or consequential damages. Warranties implied by law are limited to duration to one year period described above.

Wood Products will be guaranteed only if properly protected within 10 days of delivery or installation by Seller with a prime and finish coat of manufacturer's recommended paint.

No warranty will be honored unless the Proposal Price has been paid in full, including any applicable service charges.

Modification of Proposal. Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Governing Law. It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.

**Pecos County – Brewster County
2025 Interlocal Services Agreement / 83rd District Attorney Budget**

THE STATE OF TEXAS	§	KNOW ALL MEN
	§	
COUNTY OF PECOS	§	BY THESE PRESENTS

This Agreement is made by and between Brewster County, Texas, a political subdivision of the State of Texas and Pecos County, Texas, a political subdivision of the State of Texas.

WHEREAS, Texas Government Code Chapter 791 authorizes a local government to contract or agree with another local government to perform governmental functions and services; and

WHEREAS, the 83rd District Attorney's Office covers Brewster and Pecos Counties; and

WHEREAS, each County provides funding for the 83rd District Attorney's Office; and

WHEREAS, each County is authorized to perform individually, the governmental functions and services contained herein;

NOW, THEREFORE, the parties agree as follows:

**ARTICLE I
PURPOSE**

Pecos County agrees to:

1. Receive and act as fiscal agent for budgeted funds from Brewster County.
2. Disburse funds according to the approved 83rd District Attorney's Office budget.
3. Provide financial statements/reports of the 83rd District Attorney's Office on at least a quarterly basis to Brewster County.

Brewster County agrees to:

1. Pay **Ninety-Four Thousand Eight Hundred Ninety and no/100 Dollars (\$94,890.00)** to Pecos County, Texas in quarterly payments.
2. Provide information to the Pecos County Auditor's Office upon request.

**ARTICLE II
NONAPPROPRIATION**

Each County is obligated only to pay such payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the current budget year, Should either

party fail to budget, appropriate or otherwise make available funds to pay according to this Agreement, this Agreement will be deemed terminated at the end of the then current budget year. In the event either party modifies the funds budgeted to the 83rd District Attorney's Office, each will deliver notice to the other at least 90 days prior to the end of the then current budget year.

ARTICLE III

TERM

This Agreement shall be effective beginning January 1, 2025 for a period of one (1) year, ending December 31, 2025. Either party may terminate this Agreement without cause upon written notice to the other party at least thirty (30) days prior to any termination date. By mutual agreement of the parties, this Agreement may be terminated at any time specified in writing. In the event of early or mutual termination before the end of the Agreement, Pecos County agrees to return to Brewster County within thirty (30) days any amount of unexpended Brewster County funds at the rate of **Seven Thousand Nine Hundred Seven and 50/100 dollars (\$7,907.50)** per month for all months remaining on this Agreement, with partial months to be prorated at the rate of Two Hundred Fifty-Nine 97/100 dollars (\$259.97) per day.

ARTICLE IV

NO WAIVER

This Agreement shall not be construed as a waiver regarding the issues of governmental immunity, sovereign immunity or qualified immunity.

ARTICLE V

ENTIRE AGREEMENT

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter of the Agreement.

ARTICLE VI

ASSIGNABILITY

This Agreement is not assignable.

ARTICLE VII

GOVERNING LAW

The laws of the State of Texas hereunder, shall govern the validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, and venue shall be in Pecos County, Texas.

ARTICLE VIII

AMENDMENT

This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into the Agreement.

ARTICLE IX
LEGAL CONSTRUCTION

In case one or more of the provisions in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or other unenforceable provision has never been contained herein.

ARTICLE X

All notices under this Agreement shall be sent as follows:

TO PECOS COUNTY:
Pecos County Judge
Pecos County Court House
103 West Callaghan Street
Fort Stockton, Texas 79735

TO BREWSTER COUNTY
Brewster County Judge
P. O. Box 1630
Alpine, Texas 79831

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

Signed on: DECEMBER 9, 2024

PECOS COUNTY, TEXAS

By: _____

JOE SHUSTER
COUNTY JUDGE

ATTEST:

By: _____

LIZ CHAPMAN
PECOS COUNTY CLERK

BREWSTER COUNTY, TEXAS

By: _____

BREWSTER COUNTY JUDGE

ATTEST:

By: _____

BREWSTER COUNTY CLERK



Liz Chapman
Pecos County Clerk

200 S. Nelson
Ft. Stockton, TX 79735

432-336-7555
Fax 432-336-7557

December 12, 2024

*Enclosed are two Inter-Local Agreements for the 83rd District Attorney Budget
Please sign and send one original back to me for my records.*

Thank You,

Liz Chapman



**RESOLUTION OF THE COMMISSIONER'S COURT OF BREWSTER COUNTY
CONCERNING GRANT APPLICATION FOR THE
FY 2024 OPERATION STONEGARDEN GRANT**

WHEREAS, The Brewster County Commissioners Court finds it in the best interest of the citizens of Brewster County, that the Operation Stonegarden be operated for the 2025-2026 fiscal year; and

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

WHEREAS, The Brewster County Commissioners Court designates The Brewster 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 Brewster County Commissioners Court approves submission of the grant application for the Operation Stonegarden Grant through the Office of the Governor.

Passed and Approved this 14th of January 2025

X

Greg Henington, County Judge

X

Sarah Vasquez, County Clerk

OATH OF OFFICE
(General)

I, MARISOL SKECTON, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of COUNTY ATTORNEY of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Marisol Skecton

Sworn to and subscribed before me at BREWSTER Co., Texas, this 1 day of JANUARY, 2025.

[Signature]

BREWSTER

County, Texas

THE STATE OF TEXAS

County of BREWSTER } ss

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Date _____

_____, Clerk _____ County Judge,
County Court _____ County _____ County, Texas

THE STATE OF TEXAS

County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, at _____ o'clock _____ M., and duly recorded the _____ day of _____, at _____ o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____, Clerk

By _____ Deputy County Court _____ County
PO 0142 TX (1/21)

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Stephenie B Mora

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 30th day of December, 2024.



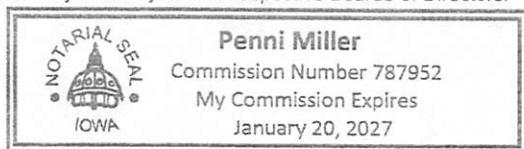
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 30th day of December, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Penn Miller
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of December, 2024.



Elisabeth Sandersfeld
Secretary

MERCHANTS
BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

**TEXAS OFFICIAL BOND AND OATH
FOR COUNTY ATTORNEY**

THE STATE OF TEXAS

County of BREWSTER

Bond No. 101359899

KNOW ALL PERSONS BY THESE PRESENTS:

That we, MARISOL SKELTON, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Governor of the State of Texas, his/her successors in office, in the sum of Two Thousand Five Hundred Dollars (\$2,500.00) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 5th day of November, 2024, duly Elected to the office of County Attorney in and for BREWSTER County in the State of Texas, for a term commencing on the 1st day of January, 2025 and expires on the 31st day of December, 2028.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall faithfully pay over in the manner prescribed by law all money that he/she collects or receives for any county or the state, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 30th day of December, 2024.

MARISOL SKELTON

By: [Signature]

MARISOL SKELTON

Principal

Merchants Bonding Company (Mutual)

By: [Signature]

Stephenie B Mora Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of BREWSTER

Before me, GREG P. HENINGTON, a notary public, on this day personally appeared MARISOL SKELTON known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at BREWSTER County this 1st day of JANUARY, 2024.



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Brewster County, Texas, whose mailing address is PO Box 1630, Alpine, Texas 79830 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated September 12, 2024 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The following Tyler Software as a Service (SaaS) are hereby removed from the Agreement as of October 1, 2024:
 - a. Identity Workforce Advanced (1b)

As of such date, Client's right to access the above-listed software is terminated, as are Tyler's obligations to maintain, support, host and update such software.

Additionally, Client's SaaS fees payment obligation for the above-listed software ends on the same date.

2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Brewster County, TX

By: _____

By:  _____

Name: _____

Name: HONORABLE GREG P. HENINGTON
BREWSTER COUNTY JUDGE

Title: _____

Title: _____

Date: _____

Date: 1/6/25

Brewster County Tourism Council

2025 Board Members and Slate of Officers

Below is a list of candidates chosen by the BCTC Board of Directors and provided to the County Judge and Commissioners for final approval. Numbers 1-6 on the list will serve a one-year term to allow the Board to return to a 2-year appointment cycle with only half of the Board turning over each year. Numbers 7 & 8 are guaranteed a seat on the BCTC Board via our bylaws.

BCTC 2025 Board Nominees for Commissioner's Court consideration

1. **Bill Ivey:** Board Member – President
Lodging Representative – Terlingua
2. **Linda Walker:** Board Member – Vice President
Lodging Representative – Study Butte
3. **Barbara Trammel:** Board Member – Secretary
Lodging Representative – Terlingua Ranch and Outlying Areas
4. **Carol Peterson:** Board Member – Treasurer
Lodging Representative – Marathon
5. **Wendy Little:** Board Member
General Tourism/Travel/Hospitality Representative - At Large
6. **John Price:** Board Member
Lodging Representative – Lajitas
7. **Tracy Garland:** Board Member *** *New GM Aramark Chisos Mountains Lodge****
Lodging Representative – Big Bend National Park
8. **Elizabeth Lewis and Julie Childs:** Board Members
Co-Chairs: Brewster County Historical Commission
9. **Genevieve Jahn:** Board Member
Lodging Representative (with preference toward Marathon) - At Large
10. **Montie Mudd:** Board Member
General Tourism/Travel/Hospitality Representative - At Large Outside of Alpine
11. **Scott Wright:** Board Member
General Tourism/Travel/Hospitality Representative - At Large Outside of Alpine
12. **Eleazar Cano:** Board Member
General Tourism/Travel/Hospitality Representative - At Large
13. **Haley DeArman:** Board Member
General Tourism/Travel/Hospitality Representative - At Large

Brewster County Tourism Council

2025 Slate of Officers

Bill Ivey

President

Lodging Representative – Terlingua

Linda Walker

Vice President

Lodging Representative – Study Butte

Barbara Trammel

Secretary

Lodging Representative – Terlingua Ranch and Outlying Areas

Carol Peterson

Treasurer

Lodging Representative – Marathon

Brewster County Tourism Council

2025 Ex Officio Board Members

(non voting per BCTC bylaws)

Chris Ruggia – City of Alpine Tourism Director

Sam Stavinoha – Marathon Chamber President

Marilyn Anthenat – Big Bend Chamber President

Julie Morton – Brewster County Treasurer