

NOTICE OF MEETING OF THE MCLENNAN COUNTY COMMISSIONERS COURT

NOTICE IS HEREBY GIVEN that the McLennan County Commissioners Court will conduct a special meeting on **Tuesday, the 8th day of September, 2020 at 9:00 o'clock a.m.** and act on the items on the following agenda.

No physical meeting open to the public will be held. A temporary suspension of portions of the open meetings act to allow telephone or video conference public meetings has been granted by Governor Greg Abbott pursuant to Executive Order No. GA-08. These actions are being taken to mitigate the spread of Covid-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code.

The opportunity to view and hear the meeting as well as the process if one wishes to address the Commissioners Court is available at: <https://tx-mclennancounty.civicplus.com/1121/Commissioners-Court-Online-Meeting-Info>

AGENDA

A. Proof of Posting of Notice

B. Moment of Silence / Invocation and Pledge

C. Public Comments

D. Contracts, Interlocal Agreements, and Memorandums of Understanding; Purchase, Lease, or Acquisition of Goods, Equipment or Services, including any Financing Thereof:

1. Authorization of Renewal of Service Agreement with Advocacy Center for Crime Victims and Children
2. Authorization of Renewal of Services Agreement with McLennan County Dispute Resolution Center (DRC)
3. Authorization of Agreement Renewal with McLennan County Employees Federal Credit Union (re: Storage of Records)
4. Authorization of Spay/Neuter Services Contract with Animal Birth Control Clinic, Inc.
5. Authorization of Agreement for Information Technology Support Services with the McLennan County Community Supervision and Corrections Department
6. Authorization of Agreement for Economic Development Services with Greater Waco Chamber of Commerce

E. Additional Items for Discussion and Potential Action:

1. Discussion and/or Action regarding the Burn Ban Order
2. Discussion and/or Action regarding Deferring Payroll Tax Obligations

F. Executive/Closed Session

1. ***Section 551.071 of the Government Code (V.C.T.A.):*** An executive/closed session will be held so that the Commissioners Court can seek and receive legal advice from its attorneys regarding pending or threatened litigation, settlement offers, claims, or other matters for which the attorneys' duties to their client under the Texas State Bar Disciplinary Rules of Professional Conduct Conflicts with the Open Meetings Act (Ch.551, Gov. Code) if necessary for a subject contained on this agenda, and advice dealing with pending litigation, administrative claims or notices, and legal effects, liabilities, and legal options including but not limited to claims arising from Opioid Litigation, Civil Rights Cases, Tort Claims, or Other Pending or Threatening Litigation
2. ***Section 551.072 of the Government Code (V.C.T.A.):*** Regarding Real Property, including, but not limited to: (1) Right-Of-Way Acquisitions re: Expansion / Repair Project/s; and/or (2) Real Estate Purchase / Sale / Transfer / Trade / Offers to Purchase, Acquisition / Value / Donations of Real Property / Leases relative to Real Property, including, but not limited to, Potential Properties for Use by County / Public Facilities & Valuation of Current Property for Trade or Sale
3. ***Section 551.074 of the Government Code (V.C.T.A.):*** Regarding Personnel Matters including but not limited to: Personnel Review / Evaluation of Commissioners Court Appointed Department Heads; Employment, Appointment, Termination, Hearing Grievances Against Employees or Public Officials; Incentive Pay; Deliberations regarding Assigning Interim Director for Maintenance of Equipment; Personnel Matters Identified in any Open Session Item if Necessary, and related matters
4. ***Section 551.076 of the Government Code (V.C.T.A.):*** Deliberations regarding Security Devices or Security Audits
5. ***Section 551.087 of the Government Code (V.C.T.A.):*** Regarding Economic Development Negotiations including, but not limited to (1) Discussion of Commercial / Financial Information Received from a Business Prospect/s; (2) Pending Negotiations / Potential Prospects and Projects; and/or (3) Discussion re: Offers of Financial or Other Incentives to Business Prospect/s

G. Adjourn

Signed this 3rd day of September, 2020

Scott M. Felton – Original Signed
SCOTT M. FELTON, County Judge

STATE OF TEXAS *
COUNTY OF McLENNAN *

I, J.A. "ANDY" HARWELL, County Clerk, and the Ex-Officio Clerk to the Commissioners Court, hereby certify that the above and foregoing is a true and correct copy of a NOTICE OF MEETING posted by me at the Courthouse door in Waco, McLennan County, Texas, where notices are customarily posted this 3rd day of September, 2020.

Witness my hand and seal of office at Waco, McLennan County, Texas the 3rd day of September, 2020 at 2:30 p.m.

(SEAL) J. A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

BY: Myrce'tez Gowan-Perkins (Deputy)

Notice: Persons with disabilities in need of auxiliary aide or services may contact the County Judge's Office, (254) 757-5049, prior to the meeting date

SERVICE AGREEMENT

This Service Agreement is entered into by and between McLennan County, Texas (hereinafter “County”) and Advocacy Center for Crime Victims and Children, a nonprofit corporation (hereinafter “Advocacy Center”). The parties agree as set forth herein.

WHEREAS, Section 51.961 of the Texas Government Code authorizes the collection of a family protection fee by the court clerk in certain matters, and the payment of one-half of the fees collected into a family protection account held by the County Treasurer; and

WHEREAS, Section 51.961 of the Texas Government Code authorizes the County to use the family protection account to provide funding to nonprofit organizations that provide services relating to family violence and child abuse prevention, intervention, family strengthening, mental health, counseling, legal, and marriage preservation services to families that are at risk of experiencing or that have experienced family violence or the abuse or neglect of a child; and

WHEREAS, subsequent interpretation of Section 51.961 of the Texas Government Code by the Texas Attorney General has indicated that the use of these funds must be court-related; and

WHEREAS, the Advocacy Center provides many important services to victims and children, but also is an invaluable resource in both the criminal and civil justice system of McLennan County; and

WHEREAS, the services provided by the Advocacy Center include victims assistance in interacting with law enforcement, CPS and the Courts and in the coordination of sexual assault examinations and forensic interviews, partnering with law enforcement agencies to obtain information necessary for the detection, intervention and prosecution of sexual or physical abuse of children, providing sexual violence prevention programs, assisting crime victims with agency referrals, individual and group mental health counseling services, family enrichment services, case management, court accompaniment, and assistance in obtaining pre-trial testimony of child victims to avoid them having to repeatedly recount abuse; and

WHEREAS, the Advocacy Center is qualified to be a service provider under Section 51.961 of the Texas Government Code, and would be a worthy recipient of funding from the family protection account.

NOW, THEREFORE, it is AGREED that:

1. Advocacy Center shall continue to provide the following services during the term of this Agreement:

- victims assistance in interacting with law enforcement, CPS and the Courts;
- coordination of sexual assault examinations and forensic interviews;

- partnering with law enforcement agencies to obtain information necessary for the detection, intervention and prosecution of sexual or physical abuse of children;
- providing sexual violence prevention programs;
- assisting crime victims with agency referrals;
- individual and group mental health counseling services;
- family enrichment services;
- case management;
- court accompaniment; and
- child victim testimony services.

2. County shall pay the Advocacy Center the lump sum of Ten Thousand (\$10,000) Dollars from the family protection fund within fifteen (15) days of the date that this Agreement is fully executed by both parties.

3. Advocacy Center shall submit to the County Commissioners Court an annual report showing its statistical performance of the services listed above for the year.

4. Advocacy Center's refusal or unexplained failure to provide programs to carry out the services listed above is a breach of this Agreement. The County shall give the Advocacy Center 30 days' written notice of a breach during which time the Advocacy Center shall have the opportunity to cure the breach. If the Advocacy Center fails to cure the breach during that period and any reasonable extension allowed by the County, the County may declare this Agreement to be in default and demand that the Advocacy Center repay any funds paid to the Advocacy Center from the family protection account in the contract year of the default.

5. The term of this Agreement is one (1) year running from October 1, 2020 through September 30, 2021. Entry into this Agreement is not a promise by the County to provide future funding beyond that specifically addressed herein. Future funding, if any, will require entry into a new and separate agreement.

6. This Agreement shall not be construed as creating an employment relationship, partnership or joint venture between the parties. The County is merely providing funding for the Advocacy Center's provision of services, and is not purchasing services for any particular person. The County is not retaining control or supervision of the means or method of the actual delivery of services, leaving such to the professional judgment and skill of the Advocacy Center. Neither party shall hold itself out as the agent of the other or have the power to obligate the other with respect to third parties. The employees and professional staff of the Advocacy Center and its programs are the employees and agents of the Advocacy Center, and not the County.

7. The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law. Venue of any dispute shall be in a court of competent jurisdiction in McLennan County, Texas.

8. This Agreement cannot be assigned or performed by subcontractors except with the written consent of both parties.

9. This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their legal representatives, receivers, executors, successors, agents and assigns.

10. Any Amendment of this Agreement must be by written instrument dated and signed by both parties.

11. No partial invalidity of this Agreement shall affect the remainder unless the public purpose to be served hereby is so greatly diminished thereby as to frustrate the object of this Agreement.

12. No waiver by either party of any provision of this Agreement shall be effective unless in writing, and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision.

13. The signatories hereto have the authority and have been given any approvals necessary to bind by this Agreement the respective parties for which they sign.

McLENNAN COUNTY

By: _____
Scott M. Felton
County Judge

Date: _____

Attest:
J.A. "Andy" Harwell, County Clerk
McLennan County, Texas

County Clerk or Deputy County Clerk

ADVOCACY CENTER FOR CRIME VICTIMS AND CHILDREN

By: _____
Barbara Wright
Executive Director

Date: _____

**RENEWAL of
SERVICES AGREEMENT
BETWEEN
MCLENNAN COUNTY and
The MCLENNAN COUNTY DISPUTE RESOLUTION CENTER (“DRC”)
for FY 2020**

WHEREAS, on 11/3/98, McLennan County and the “DRC” entered into an **Agreement for Services** relative to provision of Alternative Dispute Resolution programs and services to residents of McLennan for the period of September 30, 1998 through October 1, 1999; and

WHEREAS, subsequent annual renewals have been made which extend the original Agreement through September 30, 2020 and

WHEREAS, for the mutual benefit of both parties, both McLennan County and the “DRC” now desire to extend and renew that Agreement for Services for an additional one year period beginning October 1, 2020 and ending September 30, 2021 (*as provided in Section II of the Agreement, “TERM and TERMINATION/ EXTENSION and RENEWAL”*);

THEREFORE, IT IS HEREBY AGREED THAT:

- A) the Agreement for Services between McLennan County and the “DRC” is hereby extended and renewed for the period effective October 1, 2020 through September 30, 2021; and**
- B) Section III of the Agreement (Compensation to the DRC for Services Provided) is deleted in its entirety and replaced with the following language:**

1) COMPENSATION from FEES COLLECTED:

It is projected that the total fees which will be collected during FY 2021 by the County in accordance with the “Order of the McLennan County Commissioners Court Establishing an Alternative Dispute Resolution System and Authorizing Collection of Fees Relative to Dispute Resolution,” as amended, ***will not exceed \$54,000. Based on that projection, said fees collected by the County*** are to be held in the County Treasury in the Alternative Dispute Resolution System Fund and ***are to be paid to the DRC for services rendered on a monthly basis, according to the following payment Schedule:***

- a) for the months of October 2020 through August 2021, monthly payments not to exceed \$4,500 per month*** will be made (in accordance with monthly requests for payment which will be submitted by the DRC to the County and which are subject to the approval of the Commissioners Court and the County Auditor before payment); and
- b) for the month of September 2021, the payment will be in an amount equal to the total fees actually collected*** by the county under the "Order of the McLennan County Commissioners Court Establishing an Alternative Dispute Resolution System and Authorizing Collection of Fees Relative to Dispute Resolution, " as amended, during the months of October 2020 through September 2021 or ***\$54,000, whichever is less - minus the total monies previously paid to the DRC by the County during the months of October 2020 through August 2021*** (in accordance with monthly requests for payment which will be submitted by the DRC to the County and which are subject to the approval of the Commissioners Court and the County Auditor before payment).

2) ADDITIONAL COMPENSATION from COUNTY FUNDS:

For FY 21 (October 1, 2020 through September 30, 2021) McLennan County increased the annual allocation to \$63,000.00 to be paid to the DRC to assist in funding the Dispute Resolution Center’s Child Protective Services Mediation Program, which performs Court ordered CPS mediation. Said \$63,000.00 in annual funding is over and above the amounts paid from fees, and will be paid in twelve monthly payments of \$5,250 through the contract period. These payments shall be included in each monthly payment referenced in Section 1 above.

It is understood that the total monies paid by the County to the DRC under this agreement for the months October 2020 through September 2021 will not exceed \$54,000.00 or the total amount of fees actually collected by the County for the months of October 2020 through September 2021 whichever is less, plus the \$63,000.00 in additional compensation for Child Protective Services Mediation Program, as per Section 2 above.

It is further understood and agreed that McLennan County is under no obligation to make any other payments to the “DRC” from any source of funding other than from fees actually collected in accordance with the "Order of the McLennan County Commissioners Court Establishing an Alternative Dispute Resolution System and Authorizing Collection of Fees Relative to Dispute Resolution,” and any amendments thereto and the \$63,000.00 in additional annual compensation approved in the FY 21 budget for funding of the Child Protective Services Mediation Program.

In addition, it is also understood and agreed that the County is under no obligation to continue the additional compensation referenced in Section 2 above for subsequent budget years, unless funds are allocated and approved by the Commissioners Court during respective budget year/s.

All other responsibilities, terms and conditions of the original Agreement for Services and any amendments and/or attachment thereto, if applicable, remain the same and in full effect.

The signatories hereto have the authority and have been given any approvals necessary to bind by this Agreement the respective parties for which they sign.

**“COUNTY”
MCLENNAN COUNTY, TEXAS**

By: _____ Date: _____
Scott M. Felton, County Judge

ATTEST:
J. A. “ANDY” HARWELL, County Clerk
McLennan County

By: _____
Deputy County Clerk

MCLENNAN COUNTY DISPUTE RESOLUTION CENTER “DRC”

By: _____ Date: _____
Executive Director

AGREEMENT

This Agreement is made by and entered into between the **MCLENNAN COUNTY EMPLOYEES FEDERAL CREDIT UNION** (Hereinafter called "M.C.E.F.C.U.") and **MCLENNAN COUNTY, TEXAS** (hereinafter call "County") on the ___ day of September, 2020.

WHEREAS, the M.C.E.F.C.U. provides important services to the County's employees;

WHEREAS, the County and the M.C.E.F.C.U. have a history of cooperation for the benefit of County employees;

WHEREAS, provision of space by the County to the M.C.E.F.C.U. at the County Archives Building for storage of records, and providing access thereto, will assist the M.C.E.F.C.U. in providing services to the County's employees; and

WHEREAS, provision of space by the County to the M.C.E.F.C.U. at the County Archives Building for storage of records, and providing access thereto, is necessary and proper for the convenience of the County's employees by assuring the ability of the M.C.E.F.C.U. to continue to operate in its present location and by providing storage and access to records needed for its operations.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

1. General Scope of Services to be Provided by the County

The scope of services to be provided under this Agreement includes the storage of M.C.E.F.C.U.'s inactive records in the County Archives Building which are currently maintained in the M.C.E.F.C.U. building at 215 N. 5th St, Waco, Texas.

2. County's Obligations

The County shall:

(a.) provide storage at the County Archives Building for M.C.E.F.C.U.'s inactive records currently stored in the County Records Building at 215 N. 5th St., Waco, Texas.

(b.) pull, deliver and pick up documents once daily during daily delivery schedule (8:30 a.m. – 1:30 p.m.) upon reasonable advance request. M.C.E.F.C.U. will make alternative arrangements with the County Records Management Officer for M.C.E.F.C.U. to pick up records on an emergency basis;

(c.) have its Records Management Officer supervise the storage and release of stored M.C.E.F.C.U. records;

(d.) provide M.C.E.F.C.U. with reasonable access to its stored records, during normal business hours, when requested, subject to the terms of this Agreement.

3. M.C.E.F.C.U.'s Obligations

The M.C.E.F.C.U. shall:

(a.) present all materials to be stored pre-packed in storage boxes of the type and quality designated and approved by the County's Records Management Officer at M.C.E.F.C.U. sole expense. All boxes utilized by M.C.E.F.C.U. must be structurally sound. M.C.E.F.C.U. will reimburse the County for all expenses incurred in replacing, repairing or cleaning unfit storage boxes;

(b.) prepare and maintain a written index of the stored records and provide the County Records Management Officer with an updated index each time additional materials are stored with the County.

(c.) be responsible for the labor and transportation to deliver the records of M.C.E.F.C.U. for storage at the County facility and for the labor and transportation for pickup of records to be returned to M.C.E.F.C.U. temporarily or permanently;

(d.) furnish the County Records Management Officer with a current Records Control Schedule.

4. Additional Terms and Conditions

4.1 The County shall not be responsible for disposing of records that are up for disposal under the applicable schedules. It shall be M.C.E.F.C.U.'s responsibility to remove and dispose of such records.

4.2 The County will have no responsibility and will not undertake to verify the receipt, contents, condition or quality of the stored materials.

4.3 First space priority is for the County's own records. Nothing herein shall require the County to store records of M.C.E.F.C.U. where such would exceed the capacity of the County's designated facility or would interfere with the storage of the County's own records.

4.4 Stored materials will only be released to authorized representatives of M.C.E.F.C.U. M.C.E.F.C.U. shall designate in writing to the County Records Management Officer those persons who are its authorized representatives for removal of documents from storage.

4.5 Upon termination of this Agreement and request for removal of the records, or where the County has requested the removal of the records by M.C.E.F.C.U. because the County determines it unsafe or detrimental to the records to continue to store them at the facility – M.C.E.F.C.U. shall remove its records within 48 hours of receipt of the request. If M.C.E.F.C.U. fails to remove the records, the County may remove the records to a private storage facility of warehouse and charge the cost to the M.C.E.F.C.U., or continue to store the materials at its own facilities and charge the M.C.E.F.C.U. a storage fee of \$1.00 per box, per month, with the option at any time to remove the records to a private storage facility or warehouse and charge the cost to the M.C.E.F.C.U.

4.6 M.C.E.F.C.U. authorized representatives must sign a receipt slip for each box or record removed from the County's facility. The County shall not be responsible for a loss of records occasioned by acts or omissions of personnel or agents of the M.C.E.F.C.U.

4.7 The County is not responsible for loss or damage caused by acts of God or public enemy, seizure or legal process, strikes, lockouts, riots and civil commotion, fire, weather, inherent or perishable qualities of stored materials or other reasons beyond the County's control.

4.8 The County is not obligated to insure M.C.E.F.C.U.'s stored records, and if M.C.E.F.C.U. desires such insurance, it must procure the same at its sole cost and expense.

4.9 Open records/public information requests must be handled by M.C.E.F.C.U., which will remain the custodian of such records.

4.10 No warranties are made by the County as to its services or the suitability of its facilities. M.C.E.F.C.U. releases and holds the County harmless from any claims, expenses, or damages relating to damage to M.C.E.F.C.U. records stored under this Agreement.

5. Scope of Services

The scope of services to be provided is limited as described above. Any increase in the scope of those services (and the consideration paid therefore) would require authorization by the governing bodies of both parties.

6. Terms and Renewal

The term of this Agreement shall be October 1, 2020 to September 30, 2021. This Agreement may be renewed annually upon authorization for the renewal by the governing bodies of both parties issued in writing subject to the renegotiation of Agreement terms as part of the renewal or extension. This Agreement may be terminated by the non-breaching party for the breach of this Agreement by the other party upon thirty (30) days' written notice.

7. Prior Agreements/Amendments

This Agreement contains all the agreements or understandings, either oral or written, of the parties with respect to the matters addressed herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Agreement shall not be modified or amended except by written instrument authorized by the governing bodies of both parties and executed by the authorized representative of both parties.

8. Binding Effect

This Agreement shall be binding on the parties hereto and their heirs, successors and assigns.

This Agreement may be executed in multiple counterparts, each of which constitutes an original.

McLENNAN COUNTY EMPLOYEES FEDERAL CREDIT UNION

By:

Date:

McLENNAN COUNTY

By: Scott M. Felton, McLennan County Judge

Date:

SPAY/NEUTER SERVICES CONTRACT

This Agreement is entered into this ____ day of September 2020, by and between McLennan County (herein called the "County") and Animal Birth Control Clinic, Inc. a Texas nonprofit organization, herein called ("ABC").

WHEREAS ABC is a facility located in Waco, Texas that offers low-cost spay/neuter/microchip services for cats and dogs of McLennan County residents; and

WHEREAS stray animals are an ongoing problem in certain unincorporated areas of McLennan County; and

WHEREAS the spaying/neutering of dogs and cats, along with micro-chipping, is proven to be an effective tool in reducing the number of strays; and

WHEREAS the County desires to work with ABC to address this problem.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

ABC will perform spay/neuter/microchip services at no cost for cats and dogs owned by McLennan County residents. ABC will use its best efforts to promote the program County-wide, and will stress promotion in areas that may have economic or other barriers to obtaining such services.

II. TERM

The term of this agreement shall begin October 1, 2020, and end September 30, 2021, unless otherwise extended by mutual written agreement by the Parties. The Parties agree that either party has the right to terminate said agreement for any reason or for no reason, prior to the end term, by providing written notice to the other party, whereupon termination is effective thirty (30) days from the date of receipt of said notice.

III. PAYMENT

McLennan County will make a one-time payment to ABC in the amount of \$19,000 to provide the spay/neuter/microchip services to dogs and cats from unincorporated areas of McLennan County. The cost that will be charged against the funding provided by the County shall be on average \$30 per cat and \$65 per dog (some cats will not require a microchip, and other factors may result in a lower or higher cost---but this will generally end up averaging out to the foregoing costs per unit). ABC shall assure that the animal is from an unincorporated area of McLennan County before debiting service to the animal against the fund provided by the County.

It is understood that this funding will only cover a limited number of spay/neuter/microchip services for dogs and cats owned by McLennan County residents and no additional funding will be provided during the year. Once the funding is exhausted, the no-cost spay/neuter/microchip services for McLennan County residents will terminate.

IV. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

County
Scott M. Felton
County Judge
McLennan County
P.O. BOX 1728
Waco, TX 76703
Telephone: 757-5049

ABC
Carrie Kuehl
Director
Animal Birth Control Clinic
3238 Clay Ave
Waco, TX 76711
Telephone: 776-7303

V. RECORDS and REPORTS

ABC agrees to maintain all records, correspondence, books, financial accounts and other information relating to this agreement. County reserves the right to inspect any and all records at any reasonable time.

ABC shall provide a monthly report to the County Judge's Office showing how the funding has been used. The report should contain a starting balance, the debits against the fund during the month---including the zip code and road address for each service, and an ending balance.

VI. INDEPENDENT CONTRACTOR

ABC shall carry out the terms of this agreement as an independent contractor and not as agent, servant, or employee of the County. Accordingly, ABC and the persons it employs to perform these services shall not receive any employee benefits. For all purposes hereunder, ABC shall be deemed to be an independent contractor, and it is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between ABC and the County.

VII. MISCELLANEOUS

- (a) Such misspelled words shall be read so as to have the meaning apparently intended by the parties.
- (b) This agreement is governed by the laws of the State of Texas and venue shall be in McLennan County.
- (c) This agreement constitutes the entire agreement between the County and ABC, and all negotiations and all understandings between the parties are merged herein.
- (d) This agreement can be supplemented and/or amended only by a dated written document executed by both ABC and the County.
- (e) ABC shall not assign or transfer any right or interest in the agreement, in whole or in part, without prior written approval of the County.
- (f) This agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representative, executors, administrators, successors, and assigns.

McLennan County

BY: _____
Scott M. Felton, County Judge

Date Signed: _____

ATTEST:
J. A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

BY: Deputy County Clerk

**ANIMAL BIRTH CONTROL CLINIC, INC.,
("ABC")**

By: _____

Print Name: _____

Print Title: _____

Date Signed: _____

AGREEMENT FOR INFORMATION TECHNOLOGY SUPPORT SERVICES

This Agreement for Information Technology Support Services is made by and between the McLennan County Community Supervision and Corrections Department (hereinafter "CSCD") and McLennan County, Texas (hereinafter "County"). The parties agree as follows:

1. The County, through its Information Technologies Department, agrees to provide IT Support Services to the CSCD at a level at least the same as currently provided by the County to the CSCD.
2. The CSCD is responsible for imputing all data to be processed by the County in a format directed by the Information Technologies Department. The County shall not be responsible for input errors. The CSCD shall designate any information which is confidential or may require more stringent security procedures.
3. IT will provide network connectivity to the County network infrastructure and desktop support for connected devices. IT will provide support and data backups for the CSCD server maintained in the server room.
4. CSCD agrees to pay the County the sum of thirty five thousand one hundred dollars (\$35,100) in monthly installments of approximately two thousand nine hundred twenty-five dollars (\$2,925.00) per month for the services provided by the County during the term of this Agreement. The amount may be prorated for any partial month of service. Each month's payment shall be made by the CSCD to the county on or before the last working day of the month.
5. This Agreement shall be effective September 1, 2020 and shall continue in force until August 31, 2021, unless earlier terminated as set forth below.
6. Either party may terminate this Agreement at any time upon 30 days written notice to the other party.
7. If the level of service required by the CSCD changes, this Agreement may be amended to provide for fair and equitable compensation for the level of service to be provided

McLennan County Community
Supervision and Corrections Department

McLennan County, Texas

By: _____
William W. Seigman
Director

By: _____
Scott M. Felton
County Judge

Date: _____

Date: _____

Attest: J.A. "Andy" Harwell
McLennan County Clerk

Deputy County Clerk

AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

1. This agreement is entered into this ____ day of September, 2020, by and between McLennan County, Texas (the "County"), and the Greater Waco Chamber of Commerce (the "Chamber") covering FY 2021 (10/1/20 through 9/30/21).
2. The County desires to contract for specific services by the Chamber to promote industrial development and expansion within the confines of all of McLennan County, Texas. The Chamber has authority to conduct activities throughout the County and has as one of its purposes the promotion and expansion of manufacturing and industrial prospects as well as additional business activity within the County.
3. For and in consideration the sum of \$175,000.00 payment to be made during FY 2021, the Chamber hereby agrees to perform the following services for the County:
 - (a) The formulation and implementation of a target program of industrial advertising to identify and attract prospective new industries to the County.
 - (b) The development and implementation of a business development program for existing business to encourage and support efforts to expand.
 - (c) The coordination of a countywide program to recognize and show appreciation to existing major employers.
 - (d) The support of small business growth through involvement in the Baylor Research and Innovative Collaborative (BRIC).
 - (e) Provide support for a coordinated marketing effort of individual communities.
 - (f) The creation and management of a database of area industrial sites.
 - (g) The assistance of efforts to equip area residents with appropriate job skills in targeted areas of the county.
 - (h) The compiling and making available a database of demographic and statistical information for MSA as a marketing instrument.
 - (i) Compiling and publishing an international business directory.
 - (j) Representing McLennan County at targeted trade shows.
 - (k) Developing and implementing a short term and long term marketing strategy.
 - (l) Working to improve the countywide tax base and total number of jobs in the county.
 - (m) Establishing programs to enhance agri-business.
 - (n) The production and distribution of a directory of local manufactures.
 - (o) The preparation and review of all needed Economic Impact Analysis relative to WMCEDC / County / City projects, utilizing the EIA model provided by Impact DataSource
4. This Agreement shall cover fiscal year 2021 (10/1/20 through 9/30/21). No provision hereof shall obligate the County to any expenditures beyond the current fiscal year for which a budget has been approved.
5. At least once every calendar month, the Chamber shall report in writing to the County on its specific activities undertaken hereunder on behalf of the County excluding confidential prospect information.
6. The Chamber shall receive from any member of the Commissioners Court specific instructions regarding prospects which such commissioner believes should be cultivated for possible business development within the County.

7. All out-of-pocket costs incurred by the Chamber in cultivating prospects specifically at the request of the county shall be paid from the fees set forth in Section 4 above and shall not be in addition to such fees.
8. In addition to the above referenced \$175,000.00, upon receipt of an invoice from the Chamber, the County further agrees to pay the Chamber ½ of the Licensing Fees for the Impact DataSource Economic Investment Analysis (EIA) model for the period of 5/01/20 – 4/30/21. The remaining ½ of Licensing Fees is to be paid by The City of Waco.
9. The Chamber acknowledges a legal and moral obligation to use its best efforts to encourage minority-owned business development within the County. Accordingly, the Chamber will make special efforts in that regard and will work with the Cen-Tex Hispanic Chamber, the Centex African American Chamber of Commerce, and other economic development groups in cultivating minority-owned business prospects for the County. As a specific part of its report to the County, the Chamber will report on its activities with regard to development of minority-owned businesses.

The signatures to this Agreement warrant that they are authorized to execute this Agreement for the party that they represent.

McLENNAN COUNTY, TEXAS

By: _____
Scott M. Felton, County Judge

Date: _____

Attest:
J. A. "Andy" Harwell, County Clerk

By: _____
Deputy County Clerk

THE GREATER WACO CHAMBER OF COMMERCE

By: _____
Matthew T. Meadors, President/CEO
Economic Development

Date: _____

PRESIDENTIAL MEMORANDA

Memorandum on Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster

BUDGET & SPENDING

Issued on: August 8, 2020

MEMORANDUM FOR THE SECRETARY OF THE TREASURY

SUBJECT: Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster

By the authority vested in me as President by the Constitution and the laws of the United States of America, it is hereby ordered as follows:

Section 1. Policy. The 2019 novel coronavirus (COVID-19) that originated in the People's Republic of China has caused significant, sudden, and unexpected disruptions to the American economy. On March 13, 2020, I determined that the COVID-19 pandemic is of sufficient severity and magnitude to warrant an emergency declaration under section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207, and that is still the case today. American workers have been particularly hard hit by this ongoing disaster. While the Department of the Treasury has already undertaken historic efforts to alleviate the hardships of our citizens, it is clear that further temporary relief is necessary to support working Americans during these challenging times. To that end, today I am directing the Secretary of the Treasury to use his authority to defer certain payroll tax obligations with respect to the American workers most in need. This modest, targeted action will put money directly in the pockets of American workers and generate additional incentives for work and employment, right when the money is needed most.

Sec. 2. Deferring Certain Payroll Tax Obligations. The Secretary of the Treasury is hereby directed to use his authority pursuant to 26 U.S.C. 7508A to defer the withholding, deposit, and payment of the tax imposed by 26 U.S.C. 3101(a), and so much of the tax imposed by 26 U.S.C. 3201 as is attributable to the rate in effect under 26 U.S.C. 3101(a), on wages or compensation, as applicable, paid during the period of September 1, 2020, through December 31, 2020, subject to the following conditions:

(a) The deferral shall be made available with respect to any employee the amount of whose wages or compensation, as applicable, payable during any bi-weekly pay period generally is less than \$4,000, calculated on a pre-tax basis, or the equivalent amount with respect to other pay periods.

(b) Amounts deferred pursuant to the implementation of this memorandum shall be deferred without any penalties, interest, additional amount, or addition to the tax.

Sec. 3. Authorizing Guidance. The Secretary of the Treasury shall issue guidance to implement this memorandum.

Sec. 4. Tax Forgiveness. The Secretary of the Treasury shall explore avenues, including legislation, to eliminate the obligation to pay the taxes deferred pursuant to the implementation of this memorandum.

Sec. 5. General Provisions. (a) Nothing in this memorandum shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department or agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This memorandum shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This memorandum is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

(d) You are authorized and directed to publish this memorandum in the Federal Register.

DONALD J. TRUMP

Part III - Administrative, Procedural, and Miscellaneous

Relief with Respect to Employment Tax Deadlines Applicable to Employers Affected by the Ongoing Coronavirus (COVID-19) Disease 2019 Pandemic

Notice 2020-65

On August 8, 2020, the President of the United States issued a Presidential Memorandum directing the Secretary of the Treasury (Secretary) to use his authority pursuant to section 7508A of the Internal Revenue Code (Code) to defer the withholding, deposit, and payment of certain payroll tax obligations.¹ Accordingly, the Secretary has determined that employers that are required to withhold and pay the employee share of social security tax under section 3102(a) or the railroad retirement tax equivalent under section 3202(a) are affected by the COVID-19 emergency for purposes of the relief described in the Presidential Memorandum and this notice (Affected Taxpayers). For Affected Taxpayers, the due date for the withholding and payment² of the tax imposed by section 3101(a), and so much of the tax imposed by

¹ The Presidential Memorandum is available at <https://www.federalregister.gov/d/2020-17899>.

² The deposit obligation for employee social security tax does not arise until the tax is withheld. Accordingly, by postponing the time for withholding the employee social security tax, the deposit obligation is delayed by operation of the regulations. Thus, this notice does not separately postpone the deposit obligation.

section 3201 as is attributable to the rate in effect under section 3101(a), on Applicable Wages, as defined herein, (collectively Applicable Taxes) is postponed until the period beginning on January 1, 2021, and ending on April 30, 2021.

Applicable Wages

For purposes of this notice, Applicable Wages means wages as defined in section 3121(a) or compensation as defined in section 3231(e)³ paid to an employee on a pay date during the period beginning on September 1, 2020, and ending on December 31, 2020, but only if the amount of such wages or compensation paid for a bi-weekly pay period is less than the threshold amount of \$4,000, or the equivalent threshold amount with respect to other pay periods. The determination of Applicable Wages is made on a pay period-by-pay period basis. If the amount of wages or compensation payable to an employee for a pay period is less than the corresponding pay period threshold amount, then that amount is considered Applicable Wages for the pay period, and the relief provided in this notice applies to those wages or that compensation paid to that employee for that pay period, irrespective of the amount of wages or compensation paid to the employee for other pay periods.

Payment of Deferred Applicable Taxes

An Affected Taxpayer must withhold and pay the total Applicable Taxes that the Affected Taxpayer deferred under this notice ratably from wages and compensation

³ Because Applicable Wages are defined as wages as defined in section 3121(a) and compensation as defined in section 3231(e), any amounts excluded from wages or compensation under these sections are not included when determining Applicable Wages.

paid between January 1, 2021 and April 30, 2021 or interest, penalties, and additions to tax will begin to accrue on May 1, 2021, with respect to any unpaid Applicable Taxes. If necessary, the Affected Taxpayer may make arrangements to otherwise collect the total Applicable Taxes from the employee.

Drafting Information

The principal authors of this notice are attorneys of the Office of Associate Chief Counsel, Employee Plans, Exempt Organizations, and Employment Taxes, with the participation of staff from other offices. For further information regarding the guidance under this notice, please call the Notice 2020-65 Hotline at (202) 317-5436 (not a toll-free number).