

## 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.

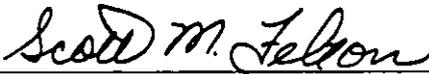
**No physical meeting open to the public will be held.** A temporary suspension of portions of the open meetings act to allow telephone or video conference public meetings has been granted by Governor Greg Abbott pursuant to Executive Order No. GA-08. These actions are being taken to mitigate the spread 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-Infor>

### 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, 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: *Myrcetez 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

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

FILED: **SEP 08 2020**

By Myrcetez Gowan-Perkins,  
Deputy

**AGENDA: SEPTEMBER 8, 2020**

**B. Moment of Silence / Invocation and Pledge**

**9:01**

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**County Judge Felton stated that at this time we will have a moment of silence. County Judge Felton then stated that we will now have the Pledge of Allegiance.**

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**AGENDA: SEPTEMBER 8, 2020**

**C. Public Comments**

**None**

**9:01**

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**County Judge Felton opened the floor to anyone present who wished to address the Court on County business matters. Not hearing anyone speak, County Judge Felton closed the hearing.**

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**AGENDA: SEPTEMBER 8, 2020**

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

**9:02**

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**ORDER APPROVING:**

**AUTHORIZATION OF RENEWAL OF SERVICE AGREEMENT WITH  
ADVOCACY CENTER FOR CRIME VICTIMS AND CHILDREN;**

**AUTHORIZATION OF RENEWAL OF SERVICES AGREEMENT WITH  
MCLENNAN COUNTY DISPUTE RESOLUTION CENTER (DRC);**

**AUTHORIZATION OF AGREEMENT RENEWAL WITH MCLENNAN COUNTY  
EMPLOYEES FEDERAL CREDIT UNION (RE: STORAGE OF RECORDS);**

**AUTHORIZATION OF SPAY/NEUTER SERVICES CONTRACT WITH  
ANIMAL BIRTH CONTROL CLINIC. INC.;**

**AUTHORIZATION OF AGREEMENT FOR INFORMATION TECHNOLOGY  
SUPPORT SERVICES WITH THE MCLENNAN COUNTY COMMUNITY  
SUPERVISION AND CORRECTIONS DEPARTMENT**

**AND**

**AUTHORIZATION OF AGREEMENT FOR ECONOMIC DEVELOPMENT  
SERVICES WITH GREATER WACO CHAMBER OF COMMERCE**

On this the 8 day of September, 2020, came on for consideration the matter of Authorization of Renewal of Service Agreement with Advocacy Center for Crime Victims and Children; Authorization of Renewal of Services Agreement with McLennan county Dispute Resolution Center (DRC); Authorization of Agreement Renewal with McLennan County Employees Federal Credit Union (re: Storage of Records); Authorization of Spay/Neuter Services Contract with Animal Birth Control Clinic. Inc.; Authorization of Agreement for Information Technology Support Services with the McLennan County Community Supervision and Corrections Department and Authorization of Agreement for Economic Development Services with Greater Waco Chamber of Commerce. After discussion, Commissioner Snell made a motion to approve (D. 1 – D. 6) and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorizations be, and the same are hereby, approved by unanimous vote.

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***\*\* Item D. 3. Authorization of Agreement Renewal with McLennan County Employees Federal Credit Union (re: Storage of Records) and D. 4. Authorization of Spay/Neuter Services Contract with Animal Birth Control Clinic. Inc. will be recorded at a later date\*\****

***\*\*\*Note: See Order clarifying D. 5. Agreement later in meeting)\*\*\****

## 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.

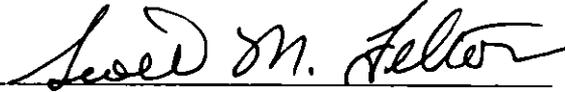
10. Any Amendment of this Agreement must be by written instrument dated and signed by both parties.

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.

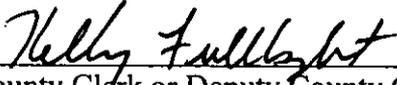
13. The signatories hereto have the authority and have been given any approvals necessary to bind by this Agreement the respective parties for which they sign.

**McLENNAN COUNTY**

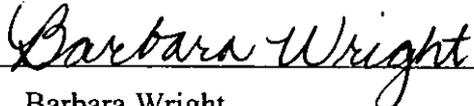
By:   
Scott M. Felton  
County Judge

Date: 9/8/20

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: Sept. 3, 2020

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

FILED: **SEP 08 2020**

By Myrcetez Gowan-Perkins,  
Deputy

**RENEWAL of  
SERVICES AGREEMENT  
BETWEEN  
MCLENNAN COUNTY and  
The MCLENNAN COUNTY DISPUTE RESOLUTION CENTER ("DRC")  
for FY 2021**

**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: Scott M. Felton Date: 9/8/20  
Scott M. Felton, County Judge

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

By: Kelly Lullbight  
Deputy County Clerk

**McLENNAN COUNTY DISPUTE RESOLUTION CENTER "DRC"**

By: Janet Lyon Date: 9/14/20  
Executive Director  
J.A. "ANDY" HARWELL, County Clerk  
McLennan County, Texas

FILED: **SEP 08 2020**

By Myrcetez Gowan-Perkins,  
Deputy

## **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  
Scott M. Felton, County Judge

Date: 9/8/2020

Attest:

J. A. "Andy" Harwell, County Clerk

By: Kelly Fullbright  
Deputy County Clerk

**THE GREATER WACO CHAMBER OF COMMERCE**

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

Date: \_\_\_\_\_

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

FILED: **SEP 08 2020**

By Myroetez Gowan-Perkins,  
Deputy

**AGENDA: SEPTEMBER 8, 2020**

**E. Additional Items (If Any) for Discussion and Potential Action**

- |  |                 |
|--|-----------------|
| 1. Discussion and/or Action regarding the Burn Ban Order               | <b>Lifted</b>   |
| 2. Discussion and/or Action regarding Deferring Payroll Tax Obligation | <b>Deferred</b> |

**9:10**

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**ORDER LIFTING:**

**AUTHORIZATION RE: BURN BAN IN THE  
UNINCORPORATED AREAS OF MCLENNAN COUNTY**

On this the 8 day of September, 2020, came on for consideration the matter of Authorization re: Burn Ban in the Unincorporated Areas of McLennan County. Judge Felton made a motion to lift the burn ban and it was seconded simultaneously by Commissioner Snell and Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorizations re: Burn Ban in the Unincorporated Areas of McLennan County be, and the same is hereby, approved unanimous vote.

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**ORDER DEFERRING:**

**ACTION RE: DEFERRING PAYROLL TAX OBLIGATIONS**

On this the 8 day of September, 2020 came on consideration of Discussion and/or Action regarding Deferring Payroll Tax Obligations. After discussion, Commissioner Jones made a motion to defer and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, deferred by unanimous vote.

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The Court went back to D. 5. Authorization of Agreement for Information Technology Support Services with the McLennan County Community Supervision and Corrections Department.

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**ORDER APPROVING:**

**AUTHORIZATION OF AGREEMENT FOR INFORMATION TECHNOLOGY  
SUPPORT SERVICES WITH THE MCLENNAN COUNTY COMMUNITY  
SUPERVISION AND CORRECTIONS DEPARTMENT**

On this the 8 day of September, 2020, came on for consideration the matter of Authorization of Agreement for Information Technology Support Services with the McLennan County Community Supervision and Corrections Department. After discussion, Commissioner Miller made a motion to approve (to absorb the \$35,100.00 for this fiscal year) and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry with Judge Felton voting in opposition. It is ordered by the Court that said Authorization be, and the same is hereby, approved by majority vote.

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## 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 normally pays 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 fees for Fiscal Year 2021 have been waived by decision of the Commissioners' Court.
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

By: William W. Seigman  
William W. Seigman  
Director

Date: 9/8/2020

McLennan County, Texas

By: Scott M. Felton  
Scott M. Felton  
County Judge

Date: 9/8/20

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

Jelly Fullbright  
Deputy County Clerk

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

FILED: **SEP 08 2020**

By Myrcetez Gowan-Perkins,  
Deputy

**ORDER ADJOURNING SPECIAL SESSION**

On this the 8 day of September, 2020, at 9:36 o'clock a.m. Judge Felton announced that the meeting of September 8, 2020 is adjourned.

\*\*\*\*\*

**ITEMS DEFERRED, AGENDA, SEPTEMBER 8, 2020**

On this the 8 day of September, 2020, upon motion made, seconded and duly passed by unanimous or majority vote, it is ordered by the Court that the following Items on the Agenda for September 8, 2020, be, and the same are hereby, deferred:

**E. Additional Items for Discussion and Potential Action:**

2. Discussion and/or Action regarding Deferring Payroll  
Tax Obligations

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**APPROVAL OF MINUTES**

The above and foregoing minutes having been read in open Court and found to be correct, the same are hereby, approved this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**Kelly Snell,**  
**Commissioner Precinct 1**

\_\_\_\_\_  
**Patricia Chisolm-Miller,**  
**Commissioner Precinct 2**

\_\_\_\_\_  
**Will Jones,**  
**Commissioner Precinct 3**

\_\_\_\_\_  
**Ben Perry,**  
**Commissioner Precinct 4**

\_\_\_\_\_  
**Scott M. Felton,**  
**County Judge**

**ATTEST: J. A. "Andy" Harwell,**  
**McLennan County Clerk**

By \_\_\_\_\_ **Deputy County Clerk**  
**Myrce'tez Gowan-Perkins**