

AUGUST 3, 2021

REVISED NOTICE OF COMMISSIONERS COURT MEETING

Notice is hereby given that the Erath County Commissioners Court will meet in SPECIAL SESSION FRIDAY AUGUST 6, 2021 at 9:00 a.m. in the 1st Floor Commissioners' Conference Room at the Erath County Courthouse, Stephenville, Texas to consider the following agenda items for discussion and possible action:

1. Budget workshop.
2. Discussion and Action to select a member of Commissioner's Court to be the project coordinator for the new County Multi-Purpose Building.
3. Discussion and Action for alternative accountant to reconcile bank statements.
4. Closed Executive Session in Accordance with the Open Meeting Act, *Tex. Govt. Code 551.071 through 551.086*, to discuss:
 - a. Personnel
 - b. Legal Matter
 - c. Real Estate
 - d. Reconvene
5. Discuss any new business.

Alfonso Campos

COUNTY JUDGE
ERATH COUNTY, TEXAS



POSTED
9:00 A.M. _____ P.M.

AUG 03 2021

**GWINDA JONES, COUNTY CLERK
ERATH COUNTY, TEXAS**

By _____ *GW* Deputy

Erath County Reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed, as authorized by the Texas Government Code, §551.071 (Consultation with Attorney), subsection 551.071(2) (Consultation with Attorney on legal matters that are not related to litigation), §551.072 (Deliberations regarding Real Property), §551.073 (Deliberations about Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations about Security Personnel or Devices), §551.087 (Economic Development), §551.088 (Deliberation regarding Test Item), and §551.089 (Deliberation regarding Security Devices or Security Audits).

Commissioner's Court
Special Meeting
August 6, 2021
9:00 a.m.
Commissioners' Courtroom 1st Floor - Courthouse

Present:

Commissioner Precinct #1 – Dee Stephens - Present

Commissioner Precinct #2 – Albert Ray - Present

Commissioner Precinct #3 – Joe Brown - Present

Commissioner Precinct #4 – Jim Buck - Present

County Judge, Alfonso Campos

County Clerk, Gwinda Jones

Others present in the courtroom: See attached roster

Skip to Agenda Item #4

Number 2021-237

Motion: To go into Closed Executive Session (9:00 a.m.)

Made By: Commissioner Brown

Second By: Commissioner Ray

Ayes: Stephens X Ray X Brown X Buck X

Noes: None

Motion Carried
Number 2021-238

Motion: To reconvene in open session (10:02 a.m.)

Made By: Commissioner Buck

Second By: Commissioner Ray

Ayes: Stephens X Ray X Brown X Buck X

Noes: None

Motion Carried

***No votes were taken in closed session**

Skip to Agenda Item #3 Discussed contracting with alternative accountant, Richard Baker to reconcile treasurer's bank statements. October 2019 – September 2020

County Attorney to draft contract, 40 hours per week, \$50.00 per hour, county will deliver all materials needed, can be terminated by either party.

Number 2021-239

Motion: To enter into a contract with Richard Baker to reconcile Treasurer's October 2019 through September 2020 bank statements; \$50.00 per hour, 40 hours per week, either party can terminate.

Made By: Commissioner Stephens

Second By: Commissioner Buck

Ayes: Stephens X Ray X Brown X Buck X

Noes: None

Motion Carried

County Attorney will draft contract and court will reconvene after lunch to approve contract

Skip to Agenda Item #2

Number 2021-239

Motion: To Appoint Dee Stephens as Project Coordinator for the new County Multi-Purpose Building

Made By: Commissioner Ray

Second By: Commissioner Brown

Ayes: Stephens X Ray X Brown X Buck X

Noes: None

Motion Carried

Skip to Agenda Item #1 Budget Workshop

11:25 a.m.

Number 2021-240

Motion: To recess until 1:45 p.m.

Made By: Commissioner Ray

Second By: Commissioner Buck

Ayes: Stephens X Ray X Brown X Buck X

Noes: None

Motion Carried

1:45 p.m.

Number 2021-241

Motion: To re-open open session

Made By: Commissioner Buck

Second By: Commissioner Ray

Ayes: Stephens X Ray X Brown X Buck X

Noes: None

Motion Carried

Re-Visit Agenda Item #3

Number 2021-242

Motion: To Approve contract with Richard Baker for Auditing

Made By: Commissioner Stephens

Second By: Commissioner Ray

Ayes: Stephens X Ray X Brown X Buck X

Noes: None

Motion Carried

Motion To Adjourn:

Made By: Commissioner Buck

Second By: Commissioner Brown

All Ayes Meeting Adjourned At 2:05 p.m.

STATE OF TEXAS

COUNTY OF ERATH

The above and foregoing is a true and complete copy of the minutes taken in my capacity as County Clerk of the Commissioners Court of Erath County, Texas, at the time and place heretofore set forth.

DATED at Stephenville, Texas, this 6th day of August, 2021.

ATTESTED BY:

GWINDA JONES, Erath County Clerk

A handwritten signature in cursive script that reads "Gwinda Jones". The signature is written in black ink and is positioned above a horizontal line.



ERATH COUNTY COMMISSIONER'S COURT

Attendees on Meeting Date: 8/6/21 special

Printed Name	Signature	Email	Phone
Robert Keller	<i>Robert Keller</i>		254-485-1230
Donna Sue Washam	<i>Donna Sue Washam</i>		281-455-3300
Ashlynn	<i>Ashlynn</i>		592-5686
Luke Bailey	<i>Luke Bailey</i>		281-705-2180
RICK BAKER	<i>Rick Baker</i>		254-965-6102
Dave Washam	<i>Craig Washam</i>		281-682-8654
Sarah Miller			
Jeremy Woodruff	<i>Jeremy Woodruff</i>		
Matt Cortez	<i>Matt Cortez</i>		
Jennifer Carey	<i>Jennifer Carey</i>		
Chela Russell			
Cory Turk	<i>Cory Turk</i>		
Laurie Diluzio			
Reconore			
Kimberly Barrier	<i>Kimberly Barrier</i>		

Contract for Accounting Services

This is an agreement for accounting services between ERATH COUNTY, TEXAS (hereinafter referred to as COUNTY) and ~~RANDY~~ RICHARD BAKER (hereinafter referred to as BAKER).

For and in consideration of the mutual benefits stated herein, the parties hereto agree to the following terms and conditions:

1. Baker will provide accounting service that consist of reconciling bank statements for all Erath County bank accounts for the time period of October 2019 through September 2020. Baker will insure that the reconciliations will comply with all standard accounting principals and procedureds. Baker will insure that conciliations are in a form that meets the requirements of the outside auditor. Baker shall act independently and separately from the Erath County Treasurer's Office or the Erath County Auditor's Office. Baker shall submit a report to the Erath County Commissioners' Court every two weeks detailing the status of the project.
2. Erath County shall provide an office, office supplies and all necessary equipment that Baker needs to perform his job. The Erath County Treasurers' Office and the Erath County Auditor's Office shall immediately provide any and all documentation necessary to perform the reconciliations to Baker upon his request.
3. The parties agree that as compensation the County shall pay to Baker a fee of \$50.00 per hours and Baker shall commit at least 40 hours a week to this project. Baker shall submit invoices weekly to the County Judge's office for all work performed.
4. The term of this agreement shall begin on August 9, 2021, and terminate when the project is complete or on September 30, 2021 whichever is later. On September 30, 2021, the parties may agree to extend this contract for an additional 30-day period if needed. This contract may be terminated by either party upon thirty (30) days written notification to the other party of said termination.
5. To the extent allowed by law, each party to this agreement will identify and hold the other party harmless from and against any and all loss, damage, liability, claim or injury resulting from all action performed by that party or its agents in connection with this agreement.
6. If Baker fails to perform or breaches any agreement contained herein, this failure or breach constitutes a default of the terms of this agreement and shall allow County to immediately upon 10 days written notice to terminate the contract.
7. It is expressly understood and agreed that, in the execution of this agreement, the County does not waive, or shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

8. Any amendments, alterations, deletions or waiver of the provisions of this agreement shall be valid only when expressed in writing by the governing bodies of both parties.
9. Except as otherwise provided in this agreement, all notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, to the party's office or usual mailing address.
10. This agreement shall be binding upon the parties, their legal representatives, successors and assigns.
11. It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

Signed 

Date 8-6-2021

~~Randy~~ Baker
Richard

Erath County, Texas
By:

Signed 

Date 8-6-2021

Alfonso Campos, Erath County Judge