

Milam County Commissioner's Court

January 25, 2016

COMMISSIONERS' COURT OF MILAM COUNTY, TEXAS

Notice is hereby given that a meeting of the above named Commissioner's Court will be held on Monday, the 25th of January, 2016, at 10:00 a.m., in the Commissioner's Courtroom, Milam County Courthouse, 102 S. Fannin, Cameron, Texas, at which time the following agenda items will be covered:

Prayer -

Period of silence followed by presentation of any additional prayers and words of encouragement

(Please complete public participation form prior to meeting)

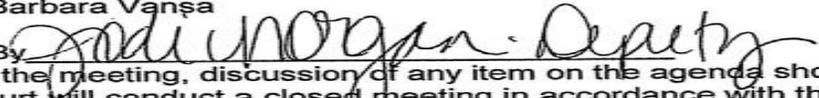
1. Call Meeting to Order and establish quorum
2. Pledge of Allegiance - U.S. Flag, Texas Flag. "Honor the Texas Flag, I pledge allegiance to thee, Texas, one State, Under God, one and indivisible"
3. Approve minutes of previous meetings
4. Public Participation (Please complete public participation form prior to meeting)
5. Approve Utility Installations
6. Permission for entry and waiver of claims
7. Discuss, review and consider formal engagement of Atchley and Associates to audit the Tax Office.
8. Discuss Recycling for County Residents near Rockdale - Chris Whittaker
9. Approve new phone contract for jail - Sheriff Greene, Doug Veach
10. Approve contract with Mr. Rinn, RPH, for Health Dept - Maribeth Sexton
11. Approve Memo of Understanding between Adult Probation and Health Dept for storage of trailer- Maribeth Sexton
12. Approve payment of bills
13. Adjourn

Dated this the 21st day of January, 2016
Commissioners' Court of Milam County, Texas

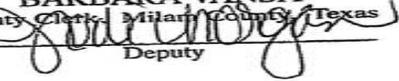
By 
David L. Barkemeyer, County Judge

I, the undersigned, County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said Notice on the Courthouse door and the County Clerk's Office of Milam County, Texas, at a place readily accessible to the general public at all times on the 21st day of January, 2016, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Dated this the 21st day of January, 2016
County Clerk of Milam County, Texas
Barbara VanSa

By 
Jodi Morgan, Deputy

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting the Commissioners Court will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes or decisions will be taken in open meeting.

Filed 21st day of Jan
in 2016, At 4:05 P.M.
BARBARA VANSA
County Clerk, Milam County, Texas
By 
Deputy

- Prayer
- Any additional prayers and words of encouragement followed by period of silence (Please complete public participation form prior to meeting)

Item 1

- Call meeting to Order and establish quorum

Item 2

- Pledge of Allegiance
- Texas Flag
 - "Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

Item 3

- Approve minutes of previous meetings

Item 4

- Public Participation
 - Please complete public participation form prior to meeting

RULES OF PROCEDURE, CONDUCT, AND DECORUM AT MEETINGS OF THE MILAM COUNTY COMMISSIONERS' COURT

- IV. The business of Milam County is conducted by and between the members of the Milam County Commissioners Court and by those members of the county staff, elected officials, department heads, consultants, experts and/or members of the public requested to be present and participate. While the public is invited to attend all meetings of the Commissioners Court (except Executive Sessions) the public's participation therein is limited to that of observers unless a member (or members) of the public is requested to address the Commissioners Court on a particular issue or (issues) or unless the member (or members) of the public completes a Public Participation Form and submits same to the County Judge's Secretary or county clerk prior to the time the Court Session is called to order. A sample of the Milam County Commissioners Court Public Participation Form is attached hereto as Exhibit "A".
- Each member of the public who appears before the Commissioners Court shall be limited to a maximum of five (5) minutes to make his/her remarks. Time for each speaker shall be maintained by the County Clerk or such other designated representative of the Commissioners Court.
 - Maximum discussion on any agenda item, regardless of the number of members of the public wishing to address the Commissioners Court on such agenda item (or items) shall be limited to thirty (30) minutes. In the event that more than six (6) members of the public wish to address a particular agenda item (or items), then only the first six (6) members of the public recognized to speak shall be divided equally between those members of the public wishing to speak for the agenda item (or items) and those members of the public wishing to speak against the agenda item (or items).
 - In matters of exceptional interest, the Court may, by the majority vote of the members of the Court in attendance at the meeting, either shorten or lengthen the time allocated for a particular member of the public, all members of the public and/or the amount of time allocated for all agenda items and/or a specific agenda item.
 - It is the intention of the Court to provide an open access to the citizens of Milam County to address the Commissioners Court and to express themselves on issues of county government. Members of the public are reminded that the Milam County Commissioners Court is a Constitutional Court, the Milam County Commissioners Court also possesses the power to issue a Contempt of Court Citation under Section 81.024 of the Texas Local Government Code. Accordingly, all members of the public in attendance at any Regular, Special and/or Emergency meeting of the Court shall conduct themselves with proper respect and decorum in speaking to, and/or addressing the Court; in participating in public discussions before the Court; and in all actions in the presence of the Court. Proper attire for men, women and children is mandatory. Those members of the public who are inappropriately attired and/or who do not conduct themselves in an orderly and appropriate manner will be ordered to leave the meeting. Refusal to abide by the Court's order and/or continued disruption of the meeting may result in a Contempt of Court Citation.
 - It is not the intention of the Milam County Commissioners Court to provide a public forum for the demeaning of any individual or group. Neither is it the intention of the Court to allow a member (or members) of the public to insult the honesty and/or integrity of the Court, as a body, or any member (or members) of the Court, individually or collectively. Accordingly, profane, insulting or threatening language directed toward the Court and/or any person in the Court's presence and/or racial, ethnic, or gender slurs or epithets will not be tolerated. Violation of these rules may result in the following sanctions:
 - Cancellation of a speaker's remaining time;
 - Removal from the Commissioners Courtroom;
 - A Contempt Citation; and/or
 - Such other civil and/or criminal sanctions as may be authorized under the Constitution, Statutes and Codes of the State of Texas.

Item 5

- Approve Utility Installations

Item 6

- Approve permission for entry and waiver of claims

Item 7

- Discuss, review and consider formal engagement of Atchley and Associates to audit the Tax Office.

January 11, 2016

The Honorable Dave Barkemeyer,
Milam County Judge, and
Milam County Commissioners
102 S. Fannin Ave., First Floor
Cameron, Texas 76520

This letter is to explain our understanding of the arrangements for, and the nature and limitations of, the services Atchley & Associates, LLP (the Firm) is to perform for Milam County with respect to certain records and transactions of the Milam County Tax Assessor/Collector's Office for the purpose of assisting the Milam County County/District Attorney's Office regarding the matter of defalcation committed by Ms. Kolette Barnett Morgan; and a review of and documentation of the system of internal controls existing in the Milam County Tax Assessor/Collector's Office and a report thereon with findings and recommendations for improvements, if any. The specific procedures to be performed are included as an attachment to this letter. It is understood that this engagement will be attorney-client privileged work product.

Engagement Services

Our engagement will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Because the procedures included in the attachment to this letter do not constitute an audit made in accordance with generally accepted auditing standards, we will not express an opinion on any of the specific elements, accounts, or items referred to in our report or on the financial statements of Milam County, Texas taken as a whole.

At the conclusion of our engagement, we will submit a report in letter form outlining the procedures performed and our findings resulting from the procedures performed.

Our report will contain a statement that it is attorney-client privilege work product and intended solely for the use of the Milam County/District Attorney's Office and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes. Should you desire this privilege be waived and that others be added to our report as specified parties, please contact us as it will be necessary to obtain their agreement with respect to the sufficiency of the procedures for their purpose. Should you desire to waive privilege by requesting us to distribute a copy of our report to others we will require a written notification of such waiver.

Our report will also contain a paragraph pointing out that if we had performed additional procedures or if we had conducted an audit in accordance with generally accepted auditing standards, matters in addition to any findings that may result from the procedures performed might have come to our attention and been reported to you.

The services that we will perform will be designed to corroborate existing findings by the County but are not designed and cannot be relied upon to disclose all errors, fraud, or illegal acts, which may exist regarding Milam County. However, we will inform the Milam County/District Attorney's Office of any material errors that come to our attention and any fraud or illegal acts that come to our attention in the performance of our work, unless they are clearly inconsequential.

Furthermore, the services were not designed to provide assurance on Milam County's overall system of internal controls. However in the course of performing processes associated with the records of the Milam County Tax Assessor/Collector's Office, we will communicate to the Milam County/District Attorney's Office any significant deficiencies or material weaknesses that become known to us during the course of the engagement.

Milam County's Responsibilities

The sufficiency of the procedures included in the attachment is solely the responsibility of the Milam County/District Attorney's Office. We make no representation regarding the sufficiency of the procedures described above either for the purpose for which these services have been requested or for any other purpose.

Because the Firm will rely on the Milam County/District Attorney's Office and its management to discharge the forgoing responsibilities, Milam County/District Attorney's Office holds harmless and releases the Firm and its partners and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Milam County/District Attorney's Office's management which has caused, in any respect, the Firm's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

Milam County's Records and Assistance

If circumstances arise relating to necessary cooperation by Milam County employees, the condition of underlying records, the availability of appropriate evidence, because of error which in our professional judgment prevent us from completing the engagement, we retain the unilateral right to take any course of action permitted by professional standards, including declining to issue a report, or withdrawal from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Milam County Tax Assessor/Collector's books and records. The Milam County/District Attorney's Office will determine that all such data, if necessary, will be so reflected. Accordingly, The Milam County/District Attorney's Office will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by The Milam County/District Attorney's Office personnel, has been discussed and coordinated with Mr. John Redington, Assistant County/District Attorney for Milam County, Texas. The timely and accurate completion of this work is an essential condition to our completion of our services and issuance of our report.

Fees, Costs and Access to Workpapers

Our fees are based upon the time required by the individuals assigned to the engagement, plus direct out-of-pocket expenses. Interim billings will be submitted as work progresses and as expenses are incurred. We will notify you immediately of any circumstances we encounter which could significantly affect our initial estimate of fees, excluding direct out-of-pocket expenses, estimated to be \$12,000 to \$14,000, and our estimate of out-of-pocket expenses is \$1,000 to \$1,500. This fee estimate will be subject to adjustments based on unanticipated changes in the scope of our work and/or the incomplete or untimely receipt by us of the information on the client participation list. All other provisions of this letter will survive any fee adjustment. In accordance with our firm policies, work may be suspended if your account becomes sixty or more days overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been

completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

In the event we are requested or authorized by the Milam County/District Attorney's Office or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the Milam County/District Attorney's Office, the Milam County/District Attorney's Office will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

In a legal action in which the Firm or its partners are not the defendants, we shall also be entitled to fees at our then existing regular professional rates per hour and reimbursements for testimony if we are subpoenaed as a witness in a subsequent litigation by third parties and such testimony involves the work we performed pursuant to this agreement. If we are ordered by a state or federal judge to permit the subsequent inspection and/or reproduction of files, records, and other documents relating to work performed by us pursuant to this agreement, then you agree that we may comply with these orders with prior notice to you and you having been denied a motion to quash such subpoena and/or order.

Claim Resolution

The Milam County/District Attorney's Office and the Firm agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the report issued by the Firm or the date of this arrangement letter if no report has been issued. The Milam County/District Attorney's Office waives any claim for punitive damages. The Firm's liability for all claims, damages and costs of the Milam County/District Attorney's Office arising from this engagement is limited to the amount of fees paid by the Milam County/District Attorney's Office to the Firm for the services rendered under this arrangement letter. Any claim arising out of services rendered pursuant to this agreement shall be resolved in accordance with the laws of Texas.

Indemnification is intended to protect the Firm and its principals and employees against being named in any lawsuit arising from this engagement as a result of having completed this engagement. You shall indemnify the Firm and its principals and employees and hold us harmless from all claims, liabilities, losses, and counsel fees and expenses unless it shall have been determined by a court of competent jurisdiction that we have acted negligently in the performance of the work covered by our engagement. In no event shall the Firm and its principals and employees be liable for consequential, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.) even if we have been advised of their possible existence.

If a dispute arises out of or relates to this contract or engagement letter, or the obligations of the parties therein, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation using the Commercial Mediation Rules of the American Arbitration Association (AAA) before resorting to arbitration, litigation, or some other dispute resolution procedure. Thereafter, any unresolved controversy or claim arising from or relating to this contract or the obligations of the parties hereunder shall be settled by arbitration administered using the American Arbitration Association or another mutually agreeable arbitration service using the AAA Arbitration Rules for Professional Accounting and Related Services Disputes and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

This letter constitutes the complete and exclusive statement of agreement between the Firm and the Milam County/District Attorney's Office, superseding all proposals, oral or written, and all other communication, with respect to the terms of the engagement between the parties.

If this letter defines the arrangements as the Milam County/District Attorney's Office understands them, please sign and date the enclosed copy and return it to us. We the opportunity to be of service to Milam County, Texas.

Atchley & Associates, LLP

Confirmed on behalf of the Milam County/District Attorney's Office:

Signature

Title

Date

Item 8

- Discuss Recycling for County Residents near Rockdale – Chris Whittaker

Item 9

- Approve new phone contract for jail – Sheriff Greene, Doug Veach



ICSolutions' *Financial Offer* for Milam County – including our proposed rates and Facility revenue – is described in detail in the following section. More detailed information about the proposed technology and services can be found in our original Proposal, in the **Technical Proposal** section.

Financial Offer

- ✓ Commission Rate of 55% of Total Gross Revenue
- ✓ A \$4,600.00 Monthly Commission Guarantee
- ✓ Proposed FCC Calling Rates & Fees

Inmate Phone Commissions

ICSolutions proposes a commission rate of **55% of Total Gross Revenue**. Commissions are calculated monthly as the stated percentage of gross revenue generated by **all completed inmate calls of every kind**. No deductions are made for bad debt, unbillables, uncollectable revenue, or any other similar cost of providing inmate phone services.

ICSolutions Pays One Commission Rate for All Calls:

ICSolutions would like to highlight the fact that we pay the **same commission rate on all types of calls** – including **interstate calls** whose rates are capped by the FCC, calls to cell phones, prepaid and debit calls, collect calls, and any other types of calls that are connected through the ICSolutions Inmate Telephone System. Other vendors are using the recent FCC ruling as a political reason to avoid paying commissions on interstate calls, but ICSolutions has not adopted this practice. **We will pay the proposed commission rate on all completed calls of every kind, without exception.**

\$4,600.00 Minimum Monthly Guarantee (MMG)

ICSolutions' offer also includes a **\$4,600.00 Minimum Monthly Guarantee (MMG)** in total commissions for each month during the contract term, plus all renewal periods. Each month, the MMG will be compensated a monthly commission payment based on **55% of Total Gross Revenue** or **\$4,600.00, whichever is higher.**

Unique ICSolutions MMG Feature:

With ICSolutions – unlike with other inmate phone vendors – our **MMG is applicable to every single month under contract and all renewal periods!** This guaranteed compensation will ensure the County can cover its administrative costs and meet its budgetary demands not just in the first contract year, but every year in which you are an ICSolutions customer.

Item 10

- Approve contract with Mr. Rinn, RPH, for Health Dept – Maribeth Sexton

Milam County Health Department Pharmacist Contract

The Milam County Health Department located at 313 Main, Rockdale, Texas is licensed as a Class D Pharmacy. In compliance with the Texas Administrative Code Title 22 Part 15, Chapter 291 Subchapter E, Rule 291.92, the health department will contract with a pharmacist on a part time basis.

Contract Period:

If the pharmacist certification/licensure is not renewed or no longer valid, the contract will terminate immediately. Otherwise, the contract will remain intact unless a 30 day request for termination is received by either party.

Terms of the Contract:

A payment of \$100.00 per quarter will be paid to the pharmacist for completion of the following:

- Documented monthly on-site visits as specified in 291.93(h) and 291.94(a) of this Title (related to operational Standards and Records) to insure that the clinic is following the required policies and procedures and documentation shall be as specified in 291.94(a) of this Title (related to Records).
- According to Rules 291.93(h), the pharmacist must notify the board in writing of any change in name or location within 10 days.
- Rule 291.94(a) addresses on-site visits and states a record of on-site visits by the pharmacist shall be maintained and include the following information: (1) date of visit; (2) pharmacist's evaluation of findings; and (3) pharmacist's signature.
- In addition to the above, the visit will include:
 - Review of formulary to include only drugs needed to meet the objectives of the clinic.
 - Review of procurement and storage of drugs, but he/she may receive input from other appropriate staff of the clinic.
 - Review of maintenance records of all transactions of the pharmacy as required by applicable law or may be necessary to maintain accurate control over and accountability for all drugs.
 - Periodic review of policies and procedures in conjunction with the clinic's personnel.
 - Conducting an in-service training at least annually for appropriate clinic personnel. Such training will include be related to actions, contraindication, adverse reactions, and pharmacology of drugs contained within the formulary.
 - Review the rotation and expiration dates of all pharmaceuticals located within the clinic.

Judge Dave Barkemeyer

Date

Warren Rinn, R.Ph.

Date

Item 11

- Approve Memo of Understanding between Adult Probation and Health Dept for storage of trailer – Maribeth Sexton

Item 12

- Approve Payment of Bills

Prepaid General Fund Utilities

A T & T	\$323.71
A T & T	\$210.77
A T & T Long Distance	\$47.21
Atmos Energy	\$1,867.26
Department of Information Resources	\$1,099.14
Progressive Waste Solutions of TX	\$73.70
Progressive Waste Solutions of TX	\$515.81
Reliant Energy Solutions	\$1,403.32
Sparkletts	\$73.86
Verizon Southwest	\$245.08
Verizon Wireless	\$1,626.66

Grand Total

\$7,486.52

Unpaid Bills to Approve Over \$2,500

General Fund

20 th 82 nd Jud Dist Juv Prob	\$51,070.50
Angela Ralston	\$6,294.05
C & W Auto	\$6,449.86
City of Cameron	\$12,500.00
City of Rockdale	\$12,500.00
City of Thorndale	\$7,500.00
Climate Control AC & Heating	\$2,575.30
CTWP Leasing	\$2,635.06
Danielle Donnelly	\$3,000.00
Gulf Coast Paper Co	\$2,751.17
IPM	\$4,165.60
Lee County Sheriff's Office	\$2,666.00

Continues...

Unpaid Bills to Approve Over \$2,500

General Fund

Milan VFD	\$7,500.00
Purchase Power	\$5,225.99
Scott & White Health Plan	\$7,571.90

Fund Total \$171,419.92

Unpaid Bills to Approve Over \$2,500

R & B Fund, PCT #1

Bank of the West	\$2,931.02
Deere Credit INC	\$7,368.61

R & B Fund, PCT #1 Total \$14,223.09

Unpaid Bills to Approve Over \$2,500

R & B Fund, PCT #2

Anderson Machinery Austin INC	\$7,667.83
Caterpillar Financial Services Corp	\$2,590.72
CP & Y INC	\$7,845.00
Pac Van INC	\$2,600.00

R & B Fund, PCT #2 Total **\$23,288.20**

Unpaid Bills to Approve Over \$2,500

R & B Fund, PCT #3

Caterpillar Financial Services Corp	\$3,757.50
Joe L Valadez	\$15,133.48
Welch State Bank	\$22,887.10

R & B Fund, PCT #3 Total **\$44,454.82**

Unpaid Bills to Approve Over \$2,500

R & B Fund, PCT #4

Anderson Machinery Austin INC

\$3,506.69

Knife River Corp

\$2,806.80

R & B Fund, PCT #4 Total

\$17,806.87

Unpaid Bills to Approve Over \$2,500

20th Judicial Dist

TDCJ-CJAD Cashier's Office

\$3,016.73

Fund Total

\$3,218.63

Unpaid Bills to Approve

Grand Total

\$279,679.28

Item 13

- Adjourn