

Billingsworth.

Oct-20

| | Line Item | Description | Current | Amount | Resulting | Ent |
|------|------------|-----------------------------|------------|---------------|-----------|-----|
| | | To Correct Payroll Expenses | Budget | to be Amended | Budget | |
| | | | | | | |
| | | | | | | |
| From | 36-370-901 | Transfer | -17,020.00 | 17,020.00 | 0.00 | |
| | 36-636-201 | Social Security | 1,705.00 | -1,705.00 | 0.00 | |
| | 36-636-202 | Group Insurance | 11,000.00 | -11,000.00 | 0.00 | |
| | 36-636-203 | Retirement | 3,916.00 | -3,916.00 | 0.00 | |
| | 36-636-205 | Medicare | 399.00 | -399.00 | 0.00 | |
| | | | | | 0.00 | |
| To | 10-476-201 | Social Security | 13,383.00 | 1,705.00 | 15,088.00 | |
| | 10-476-202 | Group Insurance | 22,000.00 | 11,000.00 | 33,000.00 | |
| | 10-476-203 | Retirement | 30,737.00 | 3,916.00 | 34,653.00 | |
| | 10-476-205 | Medicare | 3,130.00 | 399.00 | 3,529.00 | |
| | 10-476-901 | Transfer | 17,020.00 | -17,020.00 | .0.00 | |
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| | | Totals | 86,270.00 | 0.00 | 86,270.00 | |
| | | | | | | |

AGENDA ITEM

COMMISSIONER COURT DATE: October 12, 2020

ITEM TO DISCUSS AND CONSIDER: HAVA Grant

PRESENTATION _____ ACTION TAKEN _____

DESCRIPTION: Transfer of remaining funds from the HAVA Grant for 2020 deposited to General Fund 10 to the Grant Fund 93 for tracking purposes. \$5,101.63. This would be a cash transfer from contingency to the grant fund and a budget amendment for the same amount.


DOCUMENTATION:

COPIES: PROVIDE 6 COPIES OF ANY DOCUMENT THAT YOU WISH FOR THE COURT TO REVIEW

YOU MUST BE PRESENT AT THE MEETING TO ANSWER ANY QUESTIONS AND MAKE YOUR PRESENTATION TO THE COURT.

ANY CONTRACTS; AGREEMENTS; LETTERS; ETC...MUST HAVE 2 ORIGINALS; ONE FOR THE COMMISSIONER COURT MINUTES AND ONE FOR THE OTHER PARTY.

DEPT: General

SIGNATURE 

PRINTED Jennifer Essary

DATE SUBMITTED 10/7/20 DATE APPROVED _____

\$18,000 HAVA Grant

| <u>Fund</u> | <u>Amount</u> | <u>Fund Total</u> |
|-------------|---------------|-------------------|
| 490-305 | 409.60 | |
| 490-305 | 177.57 | |
| 490-305 | 5.20 | |
| 490-305 | 635.00 | |
| 490-305 | 203.05 | |
| 490-305 | 215.70 | |
| 490-305 | 93.06 | |
| 490-305 | 96.23 | |
| 490-305 | 122.50 | |
| 490-305 | 277.43 | |
| 490-305 | 832.27 | |
| 490-305 | 354.43 | |
| 490-305 | 365.14 | |
| 490-305 | 82.75 | |
| 490-305 | 50.17 | |
| 490-305 | 6,975.00 | |
| 490-305 | 823.97 | 11,719.07 |
| 490-560 | 1,179.30 | 1,179.30 |
| | 12,898.37 | 12,898.37 |

Exp. Corr +
Budget for Elections

18,000

Charly Lamer

93-490-305

2021 Montague County Resolution
Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Montague County Commissioners Court has agreed that in the event of loss or misuse of the funds, Montague County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 2020.

Kevin L Benton
County Judge

Attest:

County Clerk



MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into between Helen Farabee Centers subcontracting with Abilene Recovery Council and Montague County for the purpose of providing intervention/treatment/recovery programs that offer constructive methods designed to prevent and/or interrupt the onset or progression of substance misuse. This Understanding will be submitted to meet the requirements of the community-based process for the Outreach, Screening, Assessment, and Referral program funded by the Texas Health and Human Services Commission (HHSC).

Abilene Recovery Council will be responsible for facilitating the following tasks and objectives:

- Attend meetings of community and social service agencies, judicial and/or law enforcement departments, probation/parole departments, mental health and co-occurring psychiatric and substance misuse disorders (COPSD) service providers, Federally Qualified Health Centers, Regional Public Health Centers, 2Ingage, and the Department of Family and Protective Services to foster networking, service enhancement, regional substance misuse treatment system issue resolution, and community mobilization through the community-based process. These meetings also include quarterly collaborative meetings organized by the Council.
- Provide screening, assessment (when requested by treatment provider), and problem identification and referral services for adults/youth who have indulged in or are at risk of indulging in the use of ATOD and their families that may include as appropriate: placement into treatment programs such as medication assisted recovery (also known as Medication Assisted Treatment), detoxification, outpatient, and intensive residential; recovery support services; interim services; and follow-ups to determine if the client presented at referral locations.
- Brief interventions including, but not limited to crisis intervention and Motivational Interviewing (MI) will be offered as pre-treatment services to help individuals move through the stages of change to a state of readiness to address substance use problems. Motivational counseling and referrals to other support services will be offered to assist the client in maintaining engagement in the recovery process and while waiting for residential treatment.
- Provide initial interim services through weekly interim services groups in Abilene and Wichita Falls for individuals awaiting residential treatment placement. The Abilene Interim Services Group meets on Mondays at 4:00 p.m. at 104 Pine St., Suite 217. The Wichita Falls Interim Services Group meets on Mondays at 4:00 p.m. at 2910 Kemp Blvd., Suite 214.
- In addition to offering the weekly Interim Services Groups, OSAR counselors will maintain weekly contact with clients who are on treatment waiting list(s) until they are admitted into treatment.
- Counselors will contact the treatment facility as needed to determine the facility's current capacity and treatment availability.
- When immediate treatment capacity is not available, counselors will contact multiple treatment facilities to determine which facility has the shortest wait list and make every effort to ensure the shortest waiting period possible for the client. Counselors may also contact HHSC OSAR and Treatment Program Specialists to assist in finding treatment placement. Counselors may place the client on waitlists at multiple treatment facilities as part of the referral process. Once the client is successfully admitted into a treatment facility, the counselor will contact the other facilities to remove the client from their wait list.
- Determine and document financial eligibility for services through HHSC and/or other funding sources at the time of screening. If the client is not eligible for HHSC funding, counselors will provide and document referrals to alternative service providers consistent with the client's needs and financial resources.
- Follow screening procedures to identify members of priority populations. HHSC has established priority populations for treatment in accordance with Federal Substance Abuse Block Grant regulations and state designation. Treatment Contractors shall give preference for treatment services in the following order of priority: pregnant injecting drug users; pregnant substance misusers; injecting drug users; parents with children in foster care; and veterans with honorable discharges. Department of Family and Protective Services (DFPS)/ 2Ingage referrals must receive priority admission behind the priority population. OSAR counselors will coordinate with the treatment provider to ensure that clients on the OSAR waitlist are being admitted in an appropriate and timely manner.
- Conduct and document an Informed Consent for all opioid/opiate dependent individuals seeking treatment. The Informed Consent will include the following options: 1) medication assisted treatment 2) medically supervised withdrawal (detox) or 3) no treatment.
- Provide general overdose prevention education to all clients (to include education on naloxone) and specific overdose prevention activities for clients with opioid use disorders and clients that use drugs intravenously.
- Provide referrals to the Council's Parenting Awareness and Drug Risk Education Services (PADREs) program for parents (adult and youth) with substance use disorders or who are at risk of developing substance use disorders, as appropriate.

- Provide referrals to the Council's or another HHSC-funded Recovery Support Services (RSS) program for integrated recovery support for qualified individuals who are motivated to sustain their substance misuse recovery and work toward achieving recovery-oriented personal goals, as appropriate.
- Provide screenings for tuberculosis (TB), hepatitis B and C, sexually transmitted infections (STIs), and Human Immunodeficiency Virus (HIV). Counselors will make referrals to community resources for further testing and counseling when appropriate.
- Upon determining that a client has a Co-Occurring Psychiatric and Substance Use Disorder (COPSD), the OSAR counselor will refer the client to an HHSC-funded Local Mental Health Authority (LMHA), HHSC-funded COPSD provider, or other appropriate community resources.
- Assess tobacco use for all clients and provide tobacco cessation assistance for clients who choose to pursue quitting.
- Agree to comply with all state and federal laws, regulations, rules, procedures and policies regarding confidentiality and protection of client information and records, including, but not limited to: Title 42 Code of Federal Regulations Part 2 requirements (42 CFR Part 2), confidentiality requirements, Protected Health Information (PHI) transmission, and Health Insurance Portability and Accountability Act (HIPAA) compliance.
- When funding is available, the Council shall provide opioid overdose prevention kits (naloxone/Narcan) to individuals, first responders, and community organizations for use and distribution throughout the 30 counties of HHSC Region 2.

Montague County agrees to support and assist in the following tasks:

- Utilize Abilene Recovery Council services for clients and/or staff when appropriate.
- Provide consents for release of confidential information to Outreach Coordinators (OSAR counselors) and Abilene Recovery Council in order to ensure coordination of services for OSAR clients and assist in the continuum of care process when appropriate.
- Agree to comply with all state and federal laws, regulations, rules, procedures and policies regarding confidentiality and protection of client information and records, including, but not limited to: Title 42 Code of Federal Regulations Part 2 requirements (42 CFR Part 2), confidentiality requirements, Protected Health Information (PHI) transmission, and Health Insurance Portability and Accountability Act (HIPAA) compliance.
- Provide confidential office space for the Council's OSAR counselors to provide OSAR services when appropriate and mutually agreed upon by both organizations.
- Accept referrals from the Council for clients who qualify for services and coordinate with OSAR counselors to ensure OSAR clients are admitted in an appropriate and timely manner.
- Refer clients back to the Council's OSAR, PADREs, and/or RSS programs for continuum of care services to include interim services groups, and/or recovery support services when appropriate.
- Offer networking and coalition building assistance for community mobilization, environmental and social policy making, cross referral, and regional substance misuse treatment system issue resolution purposes.

FISCAL YEAR 2021 GRANT PERIOD (September 1, 2020-August 31, 2021)

Either party may terminate this MOU immediately without cause by furnishing the other party written notice of the date of termination to the appropriate contact party named herein or their designate.

Signature:

Karla Rose

Karla Rose
Executive Director
Abilene Recovery Council

9-29-20
Date

Signature:

Date

Printed Name

Title

Key Contact Person

Telephone Number

Abilene Recovery Council Contact Person:
Misty Ross-Finley, LMFT, LCDC
OSAR Program Director
940-224-6200

Memorandum of Understanding (MOU)/Care Co-ordination between Montague County Judge and Justice of the Peace Precinct 1, 2 and Helen Farabee Centers Substance Abuse Services

The Purpose of this agreement is to establish a working relationship for comprehensive systems of care in Region 2 for adult and adolescent individuals identified as having a substance use disorder.

Montague County Judge and Justice of the Peace Precinct 1, 2 agrees to:

- Make appropriate referrals of clients to HFC Substance Abuse Services for indicated services;
- Maintain ongoing contact with HFC Substance Abuse Services, and referred individuals, for the purpose of additional case coordination and follow-up as needed;
- Acknowledge and abide by HFC Substance Abuse Services confidentiality policies as stated BELOW.

HELEN FARABEE CENTERS Substance Abuse Services agrees to:

- Make available a designated phone contact person for Montague County Judge and Justice of the Peace Precinct 1, 2 Accept referrals based on established DSHS priority population designation;
- Provide appropriate interagency reporting and communication, utilizing the Clinical Management for Behavioral Health Services (CMBHS) *as applicable*. Document capacity and treatment availability, and interim services that may include, but is not limited to, Crisis Intervention, Fetal Alcohol Syndrome, Communicable Disease prevention and education, Opioid Overdose Prevention, and Tobacco/Nicotine education as well as Information on cessation and access to nicotine replacement therapy. Wait List management is maintained via CMBHS. Clients are removed from Wait List upon admission or if unable to contact client for 21 days;
- Conduct intensive outpatient services in a safe environment provided by Qualified Credentialed Counselors. These adults and adolescents will receive drug/alcohol education, life skills, and substance abuse counseling utilizing motivational interviewing and recovery support services. Family education and family counseling will be offered to these clients as well.
- Follow State and Federal law concerning confidentiality. All client records will be maintained in accordance with HIPAA federal requirements (including CFR 42, Part 2) using appropriate tracking systems.
- Provide referrals to Montague County Judge and Justice of the Peace Precinct 1, 2 when appropriate and assist client in contacting Montague County Judge and Justice of the Peace Precinct 1, 2 if necessary.
- Provide progress reports and discharge summaries to referring agency when requested and with signed consent from client.
- Provide emergency assistance to clients in crisis via the Crisis Hotline 1-800-621-8504.

This MOU will stand in effect for FY2021 which begins September 1, 2020 and ends August 31, 2021 unless terminated with 30 days written notice. This MOU is at will and may be modified by either party by mutual consent of authorized officials.

Montague County Judge

Date

Bradley R. Fisk LCAC/AAOC

8-14-2020

Bradley R. Fisk, Program Administrator of
Helen Farabee Centers Substance Abuse Services
500 Broad Street, Wichita Falls, TX
Phone: 940-397-3379
Fax: 940-696-6211
Email: fiskb@helenfarabee.org

Date

P.O. Box 130
10184 State Highway 25
Windthorst, TX 76389



(940) 423-6207
1-800-794-6407
Fax (940) 423-2111

The Honorable Judge Kevin Benton

We appreciate you giving us a few minutes of your valuable time to visit about the possibility of leasing space on the Counties tower at Hildreth Pool Rd. Judge Benton as we mentioned to you we have people wanting to have some form of internet service in that area. At this time we have to tell them that it is unavailable. We would also like to provide a better internet connection for the Bowie Airport. Comcell would include in the contract that it will not interfere with existing county equipment. Comcell carries \$1,000,000 + liability insurance coverage which we can provide a copy of it at your request.

Comcell would like to propose leasing space at the height of 240 ft with a small round dish at a lower level to receive the internet for distribution. Additionally, Comcell would also propose to lease a small amount of rack space in the existing building for a total of \$400.00 monthly.

Thank you for your time.

Cliff Humpert

Comcell Inc.

LEASE OF SITES FOR BROADBAND FACILITIES

This Lease of site for Communications facilities (the "Lease") (Collectively the "Agreement") is made and entered into by and between Comcell, whose address is box 130 Windthorst Tx 76389 herein referred to as "Lessee", and County of Montague whose mailing address is Box 475 Montague, Tx 76251 Herein after referred to as "Lessor".

1. Parties and Purposes. Lessor hereby agrees to provide Lessee with a Tower Site herein referred to "facilities" for housing and operating certain broadband communication equipment, including installation of transmitters, receivers, antenna or antenna systems, said facilities being more specifically described and/or depicted in (2. Location). Lessee agrees such facilities for such purpose, subject to the considerations, terms, and conditions specified in this Agreement.

2. Location. The facilities to be furnished Lessee are located in Montague county off Hildreth Pool Rd. The specific locations of Lessee's equipment and operations within the Site shall be referred to herein as the "Premises". The equipment shall be mounted in such a manner as to allow climbing access to the top of the tower.

3. Term. This Lease shall continue for a term of 5 years, commencing upon the signing by both parties of this lease. Lessee shall have the option to extend this Lease for 2 additional 24 month terms by giving written notice of its intention to do so at least 3 months prior to the end of the then current term.

4. Termination by Lessee. Lessee or Lessor may terminate this Lease at any time by providing written notice of its intent to terminate at least one hundred and twenty (120) days in advance of termination date, accompanied by a termination payment equal to four (4) months rent when terminated by the Lessee.

5. Rent. Lessee shall pay Lessor \$400.00 per month per tower site for the term of this lease commencing upon the installation of the equipment on the tower.

6. Access and Security. Lessee shall have the reasonable right of access to the Site and Premises, twenty-four (24) hours per day, seven (7) days per week. If keys are issued to the Lessee for the facilities, these keys may not be copied. Lessor reserves the right to change locks from time to time and reissue keys to Lessee to maintain Security. Lessee further understands it is desirable to limit access to the Site and Premises of specific people. The following people listed below have the right to carry keys in this lease.

1. Mike Humpert
2. Zac Scheffe
3. Kenny Hopkins

7. Electrical Interference. Lessee shall not cause electrical or radio frequency interference to Lessor or to any other lessee who is using the Site at the time of Lessee's installation of its equipment. Upon written notice from Lessor to Lessee of such interference, Lessee will take all reasonable steps to correct such interference in a timely manner from receipt of Lessor's notice. Lessee must follow all Federal Communication Commission rules that apply to Lessee's type of service operating at the Site.

8. Utilities. Electricity will be supplied by (☒) Lessor (☐) Lessee . The Lessee shall be responsible for having electrical lines ran to the proposed equipment site.

9. Taxes. Lessor shall be responsible for the declaration and payment of any applicable taxes or assessments against any property owned by Lessor at and including the Site. Lessee agrees to pay all such taxes which are assessed against the Lessee at this location for equipment the Lessee owns. Further Lessor is not responsible for any tax or assessments incurred at this location by the Lessee.

10. Liabilities and Indemnification. Lessee shall at all times comply with all laws and ordinances and rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, height, location, use, operation, and removal of its equipment, antenna systems, and other alterations or improvements authorized herein, and shall fully indemnify Lessor against any loss, cost or expense which may be sustained or incurred by Lessor as a result of Lessee's installation, operation or removal of said antenna system. Except as a result of its negligent or willful acts, or those of its agents or employees, neither party shall be liable to the other party for any losses, damages, cost and/or expenses suffered or incurred by any third party.

11. Condition of Site. Upon expiration, cancellation or termination of this Lease, Lessee will have the right to remove its equipment, antenna systems, fixtures and structures from the Site and Premises at the Lessee's cost and expense. Title to all such equipment, fixtures and structures shall remain with Lessee. Lessee shall surrender the Premises in substantially the same condition as received, except for ordinary wear and tear and/or damages due to causes beyond Lessee's control.

12. Government Approval. This lease is valid only if the intended uses of the Site by Lessee are permitted by all local, municipal and governmental zoning ordinances applicable to this Site. Lessor agrees to provide reasonable cooperation and assistance to Lessee in obtaining all other permits or approvals required by governmental or regulatory agencies arising out of the intended use of the property by Lessee, with any expenses to be paid by Lessee.

13. Notices. Any notice or demand required or permitted to be given or made hereunder shall be sufficiently given or made if by certified mail, postage prepaid and return requested, overnight courier or hand delivery addressed to the party at the address set forth on Page 1 of this Agreement. Any such notice or demand shall be deemed to have been given or made three (3) days after it is deposited in the United States Postal Service,

if mailed, and upon receipt if couriered or hand delivered. Either party may from time to time designate any other address for this purpose by giving written notice thereof to the other party.

14. Default. Failure by any party to perform any obligation under this lease shall not constitute default, unless the party gives written notice of such failure to the other party and the other party fails to correct such failure within thirty (30) days of that notice.

15. Assignment and Subleasing. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, transferees and permitted assignees. Lessee shall not at any time assign this Lease or to sublet the Premises, or any part thereof, provided the Lessee shall first obtain Lessor's written consent thereto, which consent will not be unreasonably withheld or delayed; provided, further however, this Lease may be assigned, or the Premises may be sublet, without Lessor's consent, to any corporation which is a parent, subsidiary or affiliate of Lessee. For the purpose of this Section, a "parent" shall mean a corporation which owns not less than fifty-one (51) percent (%) of the outstanding stock of Lessee, a "subsidiary" shall mean any corporation not less than fifty-one (51) percent (%) of whose outstanding stock shall be owned by Lessee, and an "affiliate" shall mean any corporation not less than fifty-one (51) percent (%) of whose outstanding stock shall be owned by Lessee's parent. Upon such assignment of subletting to a parent, subsidiary, or affiliate of Lessee, such assignee or subtenant shall succeed to all rights and options (including renewal options) of the Lessee hereunder.

16. Relocation of Equipment. Lessor will not require Lessee to relocate its equipment on the Site in the way that will cause deterioration of Lessee's radio signal.

17. Marking and Lighting Requirements. Lessor acknowledges that it shall be responsible at Lessor's sole cost and expense, for compliance with all tower or building marking and lighting requirements which may be required by the Federal Aviation Administration ("FAA") or the Federal Communications Commission ("FCC"). Lessor shall indemnify and hold harmless Lessee from any fines or liabilities caused by Lessor's failure to comply with such requirements.

18. Prior negotiations. This agreement constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations, and agreements.

19. Amendment. No revision of this Agreement shall be valid unless made in writing and signed by Lessor and Lessee or the authorized agent(s).

IN WITNESS WHEREOF, The parties have executed this Agreement, effective as of the date set forth below.

DATED: _____ LESSOR: _____

BY: _____ TITLE: _____

ACKNOWLEDGEMENTS

State of _____

County of _____

On this date _____

Before me personally appeared

_____ to be known to be the person who executed the foregoing instrument, and acknowledged that he or she executed the same as his or her free act and deed. In testimony whereof I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last written above.

My commission expires: _____ Notary Public _____

DATED: 9/25/2020 LESSEE: Comcell
BY: Cliff Humpert TITLE: President

ACKNOWLEDGEMENTS

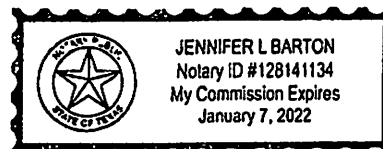
State of Texas

County of Montague

On this date 9/25/2020

Before me personally appeared

Clifford Humpert to me known to be the person who executed the foregoing instrument, and acknowledged that he or she executed the same as his or her free act and deed. In testimony whereof I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last written above.



My commission expires: 1-7-22 Notary Public: Jennifer L. Barton