

SPECIAL COMMISSIONERS COURT
November 7, 2025
3:00 P.M.
The Ed Rachal Memorial Library
203 S Calixto Mora Ave, Falfurrias, TX 78355

BE IT REMEMBERED, that on this day, the Honorable Commissioners' Court of Brooks County, Texas met in Special Term therein the City of Falfurrias in the Conference Room at the Ed Rachal Memorial Library:

OPEN MEETING -Judge Eric Ramos opened the meeting at 3:04 PM

PLEDGE OF ALLEGIANCE-was led by Judge Eric Ramos

ROLL CALL-Judge Eric Ramos called for roll call:

Present: Eric Ramos, County Judge,
Eduardo "Eddie" Garza, Commissioner Precinct #1,
Rolando Gutierrez, Commissioner Precinct #2,
Nora Salinas, Commissioner Precinct #3,
Aaron Trevino, Commissioner Precinct #4.

Absent: Elvaray B. Silvas, County & District Clerk.

Staff Present: Missy A Saavedra, Deputy Clerk

AGENDA

1. Public Comments

There were no public comments.

2. Discuss, Consider and Act on an Interlocal agreement between Brooks County and the City of Falfurrias for the implementation of the Community Development Block Grant Program - Community Development Fund for the 2025-2026 year.

Honorable Judge Eric Ramos addressed the Court that this is the second stage of the process and that this agreement is needed with the City so that the monies can be used for the water system.

Motion: to approve, **Action:** Approve, **Moved by** Eduardo "Eddie" Garza, Commissioner Precinct #1, **Seconded by** Aaron Trevino, Commissioner Precinct #4. Motion passed unanimously. **(on file)**

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Aaron Trevino, Commissioner Precinct #4, Eduardo "Eddie" Garza, Commissioner Precinct #1, Eric Ramos, County Judge, Nora Salinas, Commissioner Precinct #3, Rolando Gutierrez, Commissioner Precinct #2.

3. Adjourn

Motion: to adjourn, **Action:** Adjourn, **Moved by** Eduardo "Eddie" Garza, Commissioner Precinct #1, **Seconded by** Rolando Gutierrez, Commissioner Precinct #2. Motion passed unanimously.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Aaron Trevino, Commissioner Precinct #4, Eduardo "Eddie" Garza, Commissioner Precinct #1, Eric Ramos, County Judge, Nora Salinas, Commissioner Precinct #3, Rolando Gutierrez, Commissioner Precinct #2.

The preceding minutes beginning on page _____ and ending on page _____, of the Commissioners' Court Minutes Volume _____, read and approved in the Honorable Commissioners' Court this 28th day of January, 2026, A.D.

APPROVED:



County Judge



ATTESTED:



County Clerk

THE STATE OF TEXAS §
INTERGOVERNMENTAL AGREEMENT
COUNTY OF BROOKS §

This AGREEMENT is made pursuant to the Interlocal Cooperation Act at Chapter 791 of the Texas Government Code, between BROOKS COUNTY, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners' Court, and the City of Falfurrias hereinafter referred to as the CITY, acting through its Board of Directors.

The COUNTY agrees to provide grant funds budgeted from its Program Year 2025-2026 Community Development Block Grant Program – Community Development Fund contract to construct public water system improvements project on behalf of the CITY if such is awarded to the COUNTY by the Texas Department of Agriculture (TDA), hereinafter referred to as the GRANT. The term of this Agreement shall be from June 2025, until the GRANT is administratively closed by TDA. Either party may terminate this Agreement with thirty (30) days written notice to the other party, but such early termination shall not relieve the parties from the financial obligations addressed below.

Parties agree that the COUNTY shall:

1. Endeavor to execute its GRANT responsibilities in a timely and efficient manner.
2. Be the repository of all receipts and documentation pertinent to the GRANT and furnish such to TDA upon its request.
3. Serve as the primary contact in all matters pertaining to the GRANT and the conduit for communication between itself, the CITY, and TDA.
4. Provide pre-bid project design and change orders to the CITY for its review and approval prior to approval by the COUNTY.
5. Not award a construction contract or approve a contract modification, including change orders, to complete the activities described in the GRANT in which the cost exceeds the funds available in the GRANT budget unless funds sufficient to cover the shortfall are committed in writing by the COUNTY, the CITY, or another party.
6. Attempt to modify the GRANT contract with TDA in order to bring costs within the GRANT budget if construction bids exceed the GRANT budget and funds sufficient to cover the shortfall are not available.
7. Automatically transfer full ownership of the GRANT-funded improvements to the CITY upon acceptance by the COUNTY of the Certificate of Construction Completion.
8. Provide any GRANT matching funds that it has separately committed by resolution of its Commissioners' Court.

Parties agree that the CITY shall:

1. Comply with all COUNTY requests for information required to fulfill the COUNTY'S obligations under the GRANT.
2. Offer to provide access to the improved services to all beneficiaries of this project at its officially adopted utility rates.
3. Permit unrestricted access by the COUNTY and its selected engineering, administrative, and construction contractors to those portions of the construction site under CITY control, to allow performance of the GRANT-related duties outlined in agreements these entities shall have with the COUNTY.

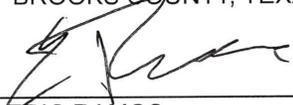


4. Be solely responsible for the continued maintenance and operation of any proposed improvements upon acceptance by the COUNTY of the Certificate of Construction Completion.
5. Pay for any cost overruns attributable to the award of a construction contract or a contract modification, including change orders, to complete the activities described in the GRANT that it has approved in writing.
6. Cooperate with the County in any attempt to modify the GRANT contract with TDA in order to bring costs within the GRANT budget if construction bids exceed the GRANT budget and the CITY is unable to provide funds sufficient to cover the shortfall.
7. Pay any GRANT-related expenses incurred by the COUNTY that are unreimbursed by or repaid to TDA, in the event the GRANT project fails to provide the public improvements and benefits required under the GRANT contract.
8. Pay for any costs resulting from violation or early termination of this Agreement by the CITY.
9. Automatically receive full ownership of the GRANT-funded improvements upon acceptance by the COUNTY of the Certificate of Construction Completion.
10. Provide any GRANT matching funds that it has separately committed in writing through its Board of Directors.

The parties further agree that any GRANT funds provided by the COUNTY are without warranty of any kind to the CITY or any third party, and the CITY hereby agrees, to the extent allowable by law, to defend, hold harmless, and indemnify the COUNTY, its officers, agents, and employees for any claims for injury or death of any person or any property damage arising out of the COUNTY'S performance of its obligations under this Agreement. Nothing herein shall be construed to create any rights in third parties.

BROOKS COUNTY, TEXAS

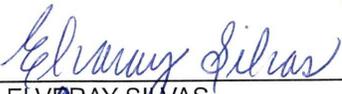
CITY OF FALFURRIAS



ERIC RAMOS
COUNTY JUDGE



ATTEST:



ELVIRA SILVAS
COUNTY CLERK

RUBEN RAMIREZ
CITY MANAGER

CITY SECRETARY

