

COMMISSIONERS COURT
REGULAR SESSION
November 24, 2003

The Hunt County Commissioners Court met this day at 10:00A.M. with all Commissioners present with Judge Joe Bobbitt presiding. Minutes of the previous meeting were approved as submitted.

OLD BUSINESS:

— ‘Discuss and possibly take action on approval of regulations concerning burn ban regulations in Hunt County – Dorsey Driggers.’ The Court agreed to drop this item from the Agenda.

— ‘Discuss & possibly take action on bid for 2003-2005 Janitorial Supplies-Marilyn Green.’ Commissioner Martin made motion to accept bid; motion withdrawn.

8936 On the motion by Jim Latham, second by Phillip Martin, the Court accepted all completed bids received from different origination points for the 2003-2005 Janitorial supplies. All bids on file in the Personnel Department.

NEW BUSINESS:

8937 On the motion by Martin, second by Latham, the Court approved the Interlocal Cooperation Agreement (with the requested changes made) between Hunt County and the City of Quinlan to allow the use of the County Jail as their detention facility.

See Attachment.

8938 On the motion by Kenneth Thornton, second by Latham, the Court approved the Hunt County Tax Office Annual Collection Report for October 1, 2002 thru September 30, 2003 presented by Chief Deputy – Barbara Wiggins.

8939 On the motion by Latham, second by Martin, the Court approved 900ft. of road upgrade from dirt to rock on CR 4211 in Pct. 4. Money deposited in Escrow.

8940 On the motion by Green, second by Martin, the Court approved bid from Buster Paving for premixed oil and sand. All bids on file in the Personnel Office.

— ‘Discuss and possibly take action on HCCOA use of Juvenile Probation Kitchen – Alan Brown.’ Judge Bobbitt advised the Court before action is taken on this item we need to obtain liability information before a decision is made. To be submitted next Court.

8941 On the motion by Green, second by Martin, the Court approved acceptance into County Maintenance Program for Texas Trail (new road which has been down for over 1 year) in Equestrian Estates approximately .3 miles in Pct. 2. Commissioner Green stated road is in acceptable condition.

8942 On the motion by Latham, second by Green, the Court approved the appointment of Robert G. Mills to the South Sulphur River Development Association Board. Commissioner Latham recommended this appointment.

8943 On the motion by Martin, second by Green, the Court approved PR3746 (White Deer Area) to add 1,087ft under the County Maintenance Program with the stipulation in agreement between Sabine River Authority and Hunt County Commissioner Phillip Martin in Pct. 3, Sabine River Authority agrees to pay for the oil sand.

8944 On the motion by Martin, second by Thornton, the Court approved the removal of County roads Canvas Back Drive and Mallard Drive in the Mallard Point Addition from the County Maintenance Program and GASB Inventory. Commissioner Martin stated to the Court these roads had been added to County Maintenance before he took office with no waiting period. He requested to the Court to remove until these roads may be added legally.

HEAR AND DISCUSS REPORTS:

County Clerk – Linda Brooks advised the Court she has received a request from a Genealogy Society to microfilm records in the Clerks Office. Larry Telford with the Genealogical Society of Utah was present to discuss microfilming certain records in the County Clerks Office. Pursuant to SB 861 in the 78th Legislative Session states the Genealogical Society of Utah shall have access to birth records on and after the 50th anniversary of the date of birth on records filed with the Bureau of Vital Stats or Local Registration Official – but such birth records shall not be made available to the public until the 75th anniversary date of birth. Geraldine Harris with Bureau of Vital Stats stated that even though the state has a contract with them the County needed an agreement with Genealogy Society that they would follow this statute and not make public until the 75th anniversary. After much discussion concerning this issue, the Court agreed to permit the Genealogy Society of Utah film documents. *See Attachment.*

Diane Locke from Adult Probation Office sent compliments to the Court on their new building; also stating they have a problem with the parking lot, which needs repairs.

Agreement was made by the Court for Commissioners to go by and see what needs to be done and make a recommendation to the Court.

Commissioners Latham and Green went to the old ESCO Property – advised the Court someone has used this sight to dump a lot of 4 wheel tires, there is paint on inside which is chipping off, therefore we need to find out if it is lead base paint. Judge Bobbitt suggested the County should fence property and let the Federal EPA do an inspection.

The Court also discussed Body Bags and Transport Fees.

8945 On the motion by Green, second by Martin, the Court approved accounts payable.

Judge Bobbitt abstained from the vote.

— There were no line item budget transfers.

PERSONNEL AND PAYROLL:

Tax Assessor:	Add Pam Burns as Deputy Clerk G4 at \$19,000.00, effective 11-17-03.
Voter Administration:	Add Christie Evans as part time hourly Clerk at \$7.00 per hour, effective 11-12-03.

8946 On the motion by Martin, second by Green, the Court approved Personnel and Payroll changes.

_____ Court Adjourned at 11:15A.M. Minutes approved this 8 day of December, 2003.

Attest:

Jan Lewis, Deputy
Hunt County Clerk


Hunt County Judge

8937

161
113

THE STATE OF TEXAS

COUNTY OF HUNT

FILED FOR RECORD
at 4 o'clock P M
NOV 24 2003
LINDA BROOKS
County Clerk, Hunt County, Tex.
By [Signature]

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into the 24 day of NOVEMBER, 2003, by and between the CITY OF Quinlan, TEXAS, hereinafter referred to as the "CITY", and HUNT COUNTY, also a political subdivision of the State of Texas.

WHEREAS, the City is a duly organized political subdivision of the State of Texas engaged in the administration of City Government and related services for the benefit of the citizens of the City of Quinlan; and

WHEREAS, Hunt County is a duly organized political subdivision of the State of Texas, engaged in the administration of County Government and related services for the benefit of the citizens of the County of Hunt; and

WHEREAS, the City, and Hunt County desire to improve the efficiency and effectiveness of local governments by authorizing the fullest possible range of intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and detention services; and

WHEREAS, the City and Hunt County mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code. (Vernon Supp. 1985) the Interlocal Cooperation Act.

NOW, THEREFORE, the City and Hunt County, for the mutual consideration hereinafter stated, agree and understand as follows:

The effective date of the Agreement shall be the 24 day of NOVEMBER, 2003

II.

This Agreement shall be for a period of one (1) year from the date hereof, except that it shall be automatically renewed for additional one (1) year periods, unless either party gives the other party at least ninety (90) days notice in writing of the party's intent not to renew.

III.

For the purposes and consideration herein stated and contemplated, the County of Hunt shall provide the following necessary and appropriate services for the residents of the City to the maximum extent authorized by this Agreement, without regard to race, religion, color, age and national origin; to-wit:

- A. Provide the City of Quinlan and the Quinlan Police Department access to and use of the Hunt County Jail Facilities for the holding and the incarceration of City prisoners including but not necessarily limited to, adequate personnel necessary to supervise City prisoners, clothing, food, medical attention, and other appropriate necessities with respect to City prisoners, Hunt County Agrees to provide City with access to and use of these facilities and services so long as such facilities shall be available in consideration of the requirements of the Texas Jail Standards Commission
- B. In the event that the (Hunt County Criminal Justice Center) shall be at maximum capacity a result of Hunt County inmates, Hunt County reserves the right to require the removal of transfer of City prisoners within eight hours after notice to City, in order to provide facilities for Hunt County prisoners, and Hunt County agrees to notify City as soon as is possible when a City prisoner must be removed from Hunt County facilities because of capacity limits.
- C. In no event shall Hunt County be required to accept City prisoners under the terms and conditions of the Agreement if such acceptance of prisoners will cause Hunt County jail facilities to be in violation of the standards of the Texas Jail Standards Commission. If space is available, county shall accept all city prisoners under the terms of this agreement except for good cause being shown, which includes but is not necessarily limited to illness of bodily injury.

IV.

The City Shall designate the chief of police to act on behalf of the Quinlan Police Department and to serve as "liaison Officer" for the City with and between the City and Hunt County. The Police Chief, or his designated substitute shall insure the performance of all duties and obligations of the City herein stated; and, shall devote sufficient time and attention to the execution of said duties on behalf of the City in full compliance with the terms and conditions of this Agreement and shall provide immediate and direct supervision of the Municipal Police Departments employees, agents, contractors, sub-contractors, and/or laborers, if any, in the furtherance of purposes, terms, and conditions of this Agreement for the mutual benefit of the City of Quinlan and Hunt County.

V.

Hunt County designates the Hunt County Sheriff to act on behalf of the Hunt County Sheriff's Department, and to serve as "liaison officer" for Hunt County with and between Hunt County and the City, and the Municipal Police Department to ensure the performance of all duties and delegations of Hunt County herein stated: and shall devote sufficient time to and attention to execution of said duties on behalf of Hunt County in full compliance with the terms and conditions of this Agreement and shall provide immediate and direct supervision of the Hunt County Sheriff's Department employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of Hunt County and the City.

VI.

Prior to the transfer of prisoners, including City prisoners, to Hunt County, the City agrees to indemnify and hold harmless Hunt County, its agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorneys fees arising out of performance of the services and duties herein stated only in excluding the incarceration of City prisoners by Hunt County which are (1) for bodily injury, illness, or death, or for property damage, including loss of use, and (2) caused in whole or part by the City's negligent act and/or omission, or that of a sub-contractor of the City of that of anyone employed by or contracted with the city for whose acts the City is liable.

VII.

After the transfer of prisoners, including City prisoners by the City, Hunt County agrees to indemnify and hold harmless the City, its agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney fees arising out of performance of the services and duties herein stated for bodily injury, illness, or death, or for property damage including loss of use and caused in whole or in part by the County's negligent act and/or omission, or that of a sub-contractor of the County or that of anyone employed by or contracted with the County for whose acts the County or that of anyone employed by or contracted with the County for whose acts the County is liable.

VIII.

1. Hunt County shall be solely responsible for all techniques, sequences, procedures, and means, and for the coordination of all work performed under the terms and conditions of this Agreement in regard to the holding and incarceration of City prisoners. Hunt County shall insure, dedicate, and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligations of Hunt County stated in the Agreement, and give all attention necessary for such proper supervision and direction.
2. At the request of the City, Hunt County shall photograph and take fingerprints of any prisoner incarcerated pursuant to this Agreement.

IX.

The City agrees to and accepts the duty and responsibility for overseeing all safety orders, precautions, programs, and equipment necessary to the reasonable safety of City's employees, and agents, City sub-contactors, and/or contract laborers, and all other persons doing work under a contract or agreement with said City.

X.

Hunt County agrees to and accepts the duty and responsibility for overseeing all safety orders, precautions, programs, and equipment necessary to the reasonable safety of Hunt County sub-contactors, and/or contract laborers, and all other persons doing work under a contract or agreement with said Hunt County.

XI.

Hunt County understands and agrees the Hunt County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/ or representatives of the City of Quinlan.

XII.

Hunt City understands and agrees that the City, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/ or representatives of Hunt County.

XIII.

The City of Quinlan is a political subdivision of the State of Texas. The address of the City is:

P.O. Box 2740
Quinlan, Texas 75474

XIV.

Hunt County is a political subdivision of the State of Texas. The address of Hunt County is:

Hunt County Sheriff's Office
2801 Stuart Street
Greenville, Texas 75401
Phone (903) 455-3501
Attn: Sheriff Don Anderson

For the services herein above stated, the City agrees to pay to Hunt County, for the full performances of this Agreement, in accordance with the fee schedule contained in Exhibit A attached hereto and incorporated herein for all purposes. Notwithstanding any provisions of the County Jail admissions policy, a City prisoner shall be classified as a City prisoner only if he/she is confined solely on a Class "C" misdemeanor charge which occurs in the City, for which jurisdiction lies in the Quinlan Municipal Court and is punishable by a fine only and no imprisonment.

For Class "C" city prisoners only, after a City prisoners has been admitted to or incarcerated into the detention facility, the City shall be responsible for any medical or related cost attributable to said prisoner, except that the county shall be responsible for any injury occurring while under the supervision of the County provided the injury was not caused by a prisoner's intentional act.

XVI.

The City agrees to reimburse Hunt County on a monthly basis and upon the submission of a documented invoice by Hunt County to the city, for the cost of items and expenses specified in and in accordance with Paragraph XV of this agreement during the term of this Agreement. The fee structure as set in out in Exhibit A may be renegotiated on an annual basis upon the County giving the City sixty (60) days written notice of its intent to renegotiate provided that any fees charged under this agreement shall not exceed any fees charged to any other entity or political subdivisions outside the County. This agreement supercedes all other Agreements.

XVII.

In the event that this Agreement is terminated in accordance with Section II, Hunt County shall be compensated for all services performed to termination date, together with reimbursable expenses then due and as authorized by this Agreement.

XVIII.

This Agreement represents the entire Agreement between the City and Hunt County and supercedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and Hunt County.

IX.

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Hunt County, Texas.

XX.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

XXI.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED in multiple originals at Greenville, Hunt County, Texas, on the day and year first herein above written.

CITY OF QUINLAN
HUNT COUNTY, TEXAS

By: Sharon Roy

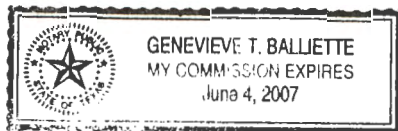
HONORABLE MAYOR

Acting on behalf of, and by the authority of the City
of Quinlan, Hunt County, Texas

My Commission Expires:

Genevieve T. Balliette

(SEAL)



HUNT COUNTY, TEXAS
HUNT COUNTY COURTHOUSE
GREENVILLE, TEXAS 75401

By: Joe Bobbitt

JOE BOBBITT
COUNTY JUDGE

Acting on behalf of, and by the authority of the
Commissioners Court of Hunt County, Texas

My Commission Expires:

(SEAL)

EXHIBIT "A"

The fee for incarceration of prisoners, as they are defined in Section XV of this Agreement, in the Hunt County Justice Center, Shall be \$45.00 per day and a \$45.00 booking fee. The per diem cost of \$45.00 would become effective after 12 hours of incarceration. The rate covers one person per day. The City may not be billed for two days when a prisoner is admitted on evening and released the following morning. The County may bill for the day of arrival, but not for the day of departure.

FILED FOR RECORDat 4 o'clock P M

NOV 24 2003

This is taken from:

<http://www.capitol.state.tx.us/cgi-bin/tlo/textframe.cmd?LEG=78&SESS=R&CHAMBER=S&BILLTYPE=B&BILLSUFFIX=00861&VERSION=5&TYPE=B>

LINDA BROOKS
County Clerk, Hunt County, Tex.
By L. Brooks

S.B. No. 861

AN ACT

relating to access to birth records under the public information law.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 552.115, Government Code, is amended by amending Subsection (a) and adding Subsections (c), (d), and (e) to read as follows:

(a) A birth or death record maintained by the bureau of vital statistics of the Texas Department of Health or a local registration official is excepted from the requirements of Section 552.021, except that:

(1) a birth record is public information and available to the public on and after the 75th [50th] anniversary of the date of birth as shown on the record filed with the bureau of vital statistics or local registration official;

(2) a death record is public information and available to the public on and after the 25th anniversary of the date of death as shown on the record filed with the bureau of vital statistics or local registration official;

(3) a general birth index or a general death index established or maintained by the bureau of vital statistics or a local registration official is public information and available to the public to the extent the index relates to a birth record or death record that is public information and available to the public under Subdivision (1) or (2);

(4) a summary birth index or a summary death index prepared or maintained by the bureau of vital statistics or a local registration official is public information and available to the public; and

(5) a birth or death record is available to the chief executive officer of a home-rule municipality or the officer's designee if:

(A) the record is used only to identify a property owner or other person to whom the municipality is required to give notice when enforcing a state statute or an ordinance;

(B) the municipality has exercised due diligence in the manner described by Section 54.035(e), Local Government Code, to identify the person; and

(C) the officer or designee signs a confidentiality agreement that requires that:

(i) the information not be disclosed outside the office of the officer or designee, or within the office for a purpose other than the purpose described by Paragraph (A);

(ii) the information be labeled as

confidential;

(iii) the information be kept securely; and

(iv) the number of copies made of the information or the notes taken from the information that implicate the confidential nature of the information be controlled, with all copies or notes that are not destroyed or returned remaining confidential and subject to the confidentiality agreement.

(c) Subsection (a)(1) does not apply to the microfilming agreement entered into by the Genealogical Society of Utah, a nonprofit corporation organized under the laws of the State of Utah, and the Archives and Information Services Division of the Texas State Library and Archives Commission.

(d) For the purposes of fulfilling the terms of the agreement in Subsection (c), the Genealogical Society of Utah shall have access to birth records on and after the 50th anniversary of the date of birth as shown on the record filed with the bureau of vital statistics or local registration official, but such birth records shall not be made available to the public until the 75th anniversary of the date of birth as shown on the record.

SECTION 2. Subsection (c), Section 191.004, Local Government Code, is amended to read as follows:

(c) Subsection (a) does not apply to birth and death records maintained under the vital statistics laws of this state as provided by Title 3, Health and Safety Code [Chapter 41, Acts of the 40th Legislature, 1st Called Session, 1927 (Rules 34a-55a, Article 4477, Vernon's Texas Civil Statutes)]. The [county clerk shall allow access to and give attested copies of a birth record on and after the 50th anniversary of the date on which it is filed and shall allow access to and give attested copies of a death record on and after the 25th anniversary of the date on which it is filed. Before that time, the] county clerk shall allow access to and give attested copies of those records only as provided by the vital statistics laws, [and] rules adopted under those laws, and Chapter 552, Government Code.

SECTION 3. This Act takes effect September 1, 2003.

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 861 passed the Senate on April 3, 2003, by the following vote: Yeas 31, Nays 0; and that the Senate concurred in House amendments on May 28, 2003, by a viva-voce vote.

Secretary of the Senate

I hereby certify that S.B. No. 861 passed the House, with amendments, on May 23, 2003, by a non-record vote.

*TAC- Res Hall
Entitled to
access records
50th
Bureau of Vital
Statistics - Texas
and agreement to
cover me
that records
will not
be made
public
until
75 years*