

TYLER COUNTY COMMISSIONERS COURT
SPECIAL MEETING
November 5, 2012 ---- 8:30 a.m.

THE STATE OF TEXAS ON THIS THE 5th day of November, 2012 the
Commissioners' Court in and for Tyler County, Texas convened in a Special Meeting at
the Commissioners' Courtroom in Woodville, Texas, the following members of the Court
present, to wit:

JACQUES L. BLANCHETTE	COUNTY JUDGE, presiding
MARTIN NASH	COMMISSIONER, PCT. #1
RUSTY HUGHES	COMMISSIONER, PCT. #2
MIKE MARSHALL	COMMISSIONER, PCT. #3
JACK WALSTON	COMMISSIONER, PCT. #4
SANDRA MATKIN	Deputy COUNTY CLERK, EX OFFICIO

The following were absent: none thereby constituting a quorum. In addition to the
above were:

JACKIE SKINNER	COUNTY AUDITOR
SHARON FULLER	COUNTY TREASURER
JOE SMITH	CRIMINAL DISTRICT ATTORNEY
BRYAN WEATHERFORD	JUSTICE OF PEACE, PCT. 1/SHERIFF-ELECT

Dan Hunt reviewed the Inter-local Agreement with the court. A motion was made by
Commissioner Marshall to approve the Inter-local Agreements, as drafted by Mr. Hunt,
with the City of Colmesneil and Colmesneil ISD for a Deputy Sheriff to serve as a School
Resource Officer and duties to the City of Colmesneil as described in this Agreement.
The motion was seconded by **Commissioner Nash**. All voted yes and none no. SEE
ATTACHED INTER-LOCAL AGREEMENT

Commissioner Marshall motioned to adopt the resolution appointing the County Judge
as the authorized official and Program Director for the **Indigent Defense Grant
Program**; and, the County Auditor as the Financial Officer for the grant. The motion was
seconded by **Commissioner Nash**. All voted yes and none no. SEE ATTACHED
RESOLUTION

A motion was made by **Commissioner Nash** to adopt the resolution joining the Governor
and Texas Association for Home Care & Hospice in recognizing November as "Official
Home Care and Hospice Month". The motion was seconded by **Commissioner Walston**.
All voted yes and none no. SEE ATTACHED PROCLAMATION

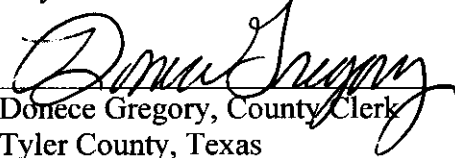
Commissioner Hughes motioned the meeting adjourned. Commissioner Nash seconded
the motion. All voted yes and none no.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED.

I, Donece Gregory, County Clerk and ex officio member of the Tyler County
Commissioners Court, do hereby certify to the fact that the above is a true and correct
record of the Tyler County Commissioners Court session held on November 5, 2012.

Witness my hand and seal of office on this the 15th day of November, 2012.

Attest:


Donece Gregory, County Clerk
Tyler County, Texas



**County of Tyler
State of Texas**

**Inter-Local Agreement
Colmesneil I.S.D., City of Colmesneil, and County of Tyler
School Resource Officer (SRO)
2012-2013 School year**

This agreement is made on the date of the last party's signature to this agreement and is between Tyler County, Texas, hereinafter referred to as "County", the Colmesneil Independent School District, hereinafter referred to as "District", and the City of Colmesneil, hereinafter referred to as "City". The County, District, and City make the following findings in entering into this agreement.

Whereas, this agreement is made pursuant to the authority of Section 791.001 – 791.129 of the Texas Government Code; and

Whereas, the expense of any payments or performance required by this agreement shall come from the current resources available to the parties; and

Whereas, the subject of this contract is necessary for the benefit of the public and each party has the legal authority to perform and provide the governmental function or service which is the subject of this contract; and

Whereas, The County, the District, and the City firmly believe that the School Resource Officer (SRO) is vital to the education and well being of our students. The Tyler County Sheriff's Office in cooperation with the District and the City desires to implement an SRO Program that provides a forum for students, parents, faculty, and law enforcement officers to become acquainted and earn mutual respect; and

Whereas, the SRO Program is designed to involve a uniformed law enforcement officer in the school environment to promote public relations through formal and informal interaction. The program is directed toward the prevention of anti-social behavior through education, communication, and an understanding of law enforcement's role in our society. The SRO is responsible to present formal classroom programs addressing community topics, such as alcohol, drug, tobacco usage, gangs, school violence, criminal and traffic laws, and the criminal justice system functions; and

Whereas, the major goals of this program are to improve law enforcement/student relationships, to promote citizenship, to foster voluntary compliance with criminal and traffic laws, and to reduce anti-social behavior. The SRO'S presence in schools serves to enhance student safety, facilitate criminal investigations, and educate students about law enforcement's role within the criminal justice system. The program's objectives are geared toward the training and education of our students. Further, the SRO Program is established to act as a liaison and resource to the student, faculty, administration, judicial system, juvenile services, and law enforcement; and

Whereas, the parties find that the performance of this agreement is in the common interest of all parties,

NOW THEREFORE, for the mutual consideration stated herein the County, the District, and the City agree as to follows:

I.

City agrees to pay County the amount of up to **\$13,600.00** per year for the SRO assigned to the District. The City will compensate the County at a rate of \$28.31 per hour of SRO services provided by County to the District. The County, through the Tyler County Sheriff's Office, shall send an invoice to the City by the 15th day of each month for the SRO services performed the prior month. The invoice will include the SRO services performed from the first day of the preceding month through the last day of the preceding month. This funding amount would place an SRO on the District's various campuses from August 1, 2012 to June 30, 2013. The County, the District, and the City expect that said **\$13,600.00** would compensate the County for personnel salaries, health insurance, workers compensation insurance, unemployment insurance, uniform allowance, ammunition expense, and dues and conference expense. The City will pay the said invoice within thirty (30) days of invoice date. With the funds received from the City, the County will provide salary, workers compensation, sick leave, health insurance, payroll taxes, retirement, vacation, travel and training, and uniform allowance.

II

The Sheriff will designate or assign an officer(s) as the SRO officer(s) for the District. In the event an assigned officer is unable to report on a particular time or date, the Sheriff and the County will endeavor to assign, but are not obligated to assign, a replacement officer.

III.

Tyler County may increase the rate of pay for all County employees or certain classes or groups of County employees in the annual budget process wherein salaries are set and pay rates established for Tyler County employees. The City shall, in addition to its portion of funds otherwise provided herein for the salary of the SRO, provide such additional funds as are necessary to pay any salary increases that Tyler County may enact that would be applicable to an employee such as the SRO.

IV.

The Tyler County Sheriff's Office will provide a vehicle for each SRO's use while on assignment to the District campuses. The Tyler County Sheriff's Office will provide a two way radio for the SRO's use to communicate with the Tyler County Sheriff's Office.

V.

The District shall provide an office for the use of the SRO.

VI.

The SRO assigned to the District campuses will report to duty during the hours of 7:30 a.m. to 4:00 p.m. on the days that schools are in session unless previous arrangements are made and approved by the Tyler County Sheriff's Office and the designated school officials. Any week day (Monday through Friday) that school is not in session, but Tyler County offices are open, the SRO Officer shall report to the City offices for assignment of duties. It is anticipated the SRO will work

an 8 hour day while performing SRO duties, with a total anticipated service time of 16 hours per week. Such work schedules may be adjusted during the pay period in order to avoid or minimize overtime payments. All overtime incurred as a result of work performed at or on behalf of the District or City shall be compensated by the City at the rate and method prescribed below.

VII.

District shall name Tyler County as an additional insured party for general liability claims. District will provide certificates of insurance upon request showing that Tyler County has been named as an additional insured party. Subject to the Texas Tort Claims Act, the Texas Constitution, and other applicable state statutes, the District covenants and agrees that it will indemnify and hold harmless Tyler County and its officers and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect, omission or claim whatsoever arising in relation to the performance of this Agreement. In the event that a claim is paid by or defense costs are incurred by any insurer or risk pool on behalf of Tyler County, the District shall indemnify and hold harmless such insurer or risk pool for all expenditures. In no event will Tyler County or its officers, officials or employees be liable for any damages arising from or relating to the services provided by Tyler County under this Agreement.

VIII.

It is understood while executing the duties of SRO as outlined in this Agreement, SRO will be under the supervision of the Mayor of City. Further, it is understood that while SRO is on District campuses, SRO will be under the supervision of the campus Principal.

IX.

It is understood and agreed that the office of the Sheriff is that of an independent elected official and neither the Sheriff of Tyler County, nor any of its employees, agents or assignees, shall be deemed for any purposes to be employees of the District or City. The Sheriff's Office assumes full responsibility for the actions of Tyler County personnel and volunteers while performing any services incident to this Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers compensation, disability benefits and like requirements.

X.

Annually, the designated principals of the District shall provide a written evaluation to the Sheriff concerning the SRO Program including the SRO's performance. This information shall be reflected in the annual evaluation of the individual SRO. The annual evaluation will be completed by the SRO Supervisor or the SRO Administrator.

The SRO shall have the following duties and responsibilities.

1. The SRO shall act as a liaison and resource between the law enforcement community, District, Tyler County Juvenile Probation, Tyler County Juvenile Courts, Child Protective Services, Child Advocacy Center, and other related community services.

XI.

It is expressly understood and agreed that the period or term of this Agreement may be terminated without cause at anytime by any party by giving to the other parties thirty (30) days advance notice of the terminating party's intention to do so, specifying therein the effective date of such termination. Notice to the County shall be accomplished by certified mail to the Sheriff at 702 N. Magnolia St., Woodville, Texas 75979. Notice to the District shall be accomplished by certified mail to the District Superintendent at 610 West Elder St., Colmesneil, Texas 75938. Notice to the City shall be accomplished by certified mail to the Mayor of the City of Colmesneil, P.O. Box 144, Colmesneil, Texas 75968.

XII.

This agreement is made in Texas and shall be construed, interpreted, and governed by the laws of Texas. The parties consent to the jurisdiction and venue of the courts of Tyler County, Texas for any action under this agreement.

XIII.

The term of this Agreement represents the 2012 – 2013 school year.

XIV.

By entering into this Agreement the parties do not intend to create any rights or obligations other than those specifically set forth herein and the Agreement shall not create rights in persons not a party to this Agreement.

XV.

The signatures to this Agreement warrant that each has the authority to enter into this agreement on behalf of the entity they represent.

IN WITNESS WHEREOF, the parties hereto have executed duplicate counterparts to effectuate these Agreements.

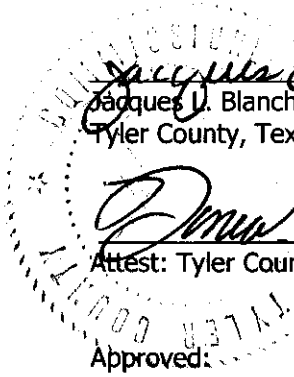
Colmesneil Independent School District, City of Colmesneil, County of Tyler, Texas

Stacey Ackley, Superintendent
Colmesneil ISD

Date: _____

Don Baird, Mayor
City of Colmesneil


Date: _____

 _____
Jacques L. Blanchette, County Judge
Tyler County, Texas

Date: 11/5/12

 _____
Attest: Tyler County Clerk

Approved:

 _____
David Hennigan, Tyler County Sheriff

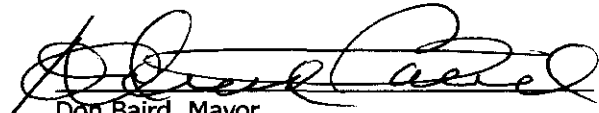
IN WITNESS WHEREOF, the parties hereto have executed duplicate counterparts to effectuate these Agreements.

Colmesneil Independent School District, City of Colmesneil, County of Tyler, Texas



Stacey Ackley, Superintendent
Colmesneil ISD

Date: 11-13-12



Don Baird, Mayor
City of Colmesneil

Date: 11/15/12

Jacques L. Blanchette, County Judge
Tyler County, Texas

Date: _____

Attest: Tyler County Clerk

Approved:

David Hennigan, Tyler County Sheriff

2013 Tyler County Formula Grant Program Application Confirmation

County: Tyler
 Fiscal Year: 2013
 Confirmation Number: 201322920121023
 Projected Allocation: To Be Determined
 County's FY01 Baseline: \$65,530.00
 State Payee Identification number: 74-6002576
 Division or unit within the county to administer the grant: County Auditor
 Official County Mailing Address: 100 West Bluff
 Room 102
 Woodville, TX 75979

The County Judge is **Jacques L. Blanchette**.

The Financial Officer is the County Auditor, **Jackie Skinner**.

The Local Administrative District Judge is **Earl B. Stover, III**.

The Local Administrative Statutory County Court Judge is **Jacques L. Blanchette**.

The Chairman of the Juvenile Board is **Earl B. Stover, III**.

Receive
 Plan
 Mailings

Indigent Defense Plan Review Summary		
District Plan	County Plan	Juvenile Board Plan
Complete	Complete	Complete
The plan requirements appear to have been met.		

After printing out the Resolution / Internet Submission Form and obtaining the appropriate signatures, mail or fax the form to:

Megan McIntire, PPR
 311 H.C. Dullie Bell Building
 TAMU Mailstop 4476
 College Station, Texas 77843-4476
 Fax number: 888-351-3485

Resolution / Internet Submission Form: Click on link to open new window with Sample resolution. This may be printed or copied (Ctrl+A, Ctrl+C) and pasted (Ctrl+V) into Word Processing software for editing. Word Version

**2013 Tyler County Resolution
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Fair Defense Act, 77th Regular Session, 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 of the provisions of the Fair Defense Act and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Tyler County Commissioners Court has agreed that in the event of loss or misuse of the funds, Tyler 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 Judge is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this 5th day of November, 2012.


Jacques L. Blanchette
County Judge

Attest:

County Clerk




Commissioners Court of Tyler County

Proclamation

2012 Home Care and Hospice Month

Whereas, home care services provide high quality and compassionate health care services to those in need, especially at times of community or personal health care crisis; and

Whereas, home care is the most preferred method of health care delivery among disabled, elderly, and chronically ill individuals eager to live independently in their own homes as long as they possibly can; and

Whereas, home care in Texas is a growing alternative to hospitalization or other institution-based forms of health care for acute and chronic illnesses, providing care to hundreds of thousands of Texans each year; and

Whereas, hospice care provides humane and comforting support for terminally ill patients and their families, including pain control, palliative medical care, and social, emotional and spiritual services; and

Whereas, hospice fulfills basic human needs of feeling comfortable in familiar surroundings and of attaining physical and emotional peace during the last stage of life; and

Whereas, there is a need to increase public discussion about advances in pain control and the care options available to individuals of all ages, races, and backgrounds who are at the end of life; and

Whereas, the Texas Association for Home Care & Hospice, and home care and hospice providers in Texas have declared November 2012 as "Home Care and Hospice Month" with the theme of "HOME Is Where The Heart Is" and are calling on all Texans to observe this occasion with appropriate ceremonies and activities;

Now, therefore, We, The Tyler County Commissioners Court do hereby proclaim November 2012 as "HOME CARE AND HOSPICE MONTH" and encourage the support and participation of all citizens in learning more about the home care and hospice philosophy of care for the elderly, disabled and the terminally ill.

In witness whereof I have hereunto set my hand and caused this seal to be affixed.

Handwritten signature of Martin Nash in cursive script.

MARTIN NASH
Commissioner, Pct. 1

Handwritten signature of Mike Marshall in cursive script.

MIKE MARSHALL
Commissioner, Pct. 3

Handwritten signature of James "Rusty" Hughes in cursive script.

JAMES "RUSTY" HUGHES
Commissioner, Pct. 2

Handwritten signature of J.A. "Jack" Walston in cursive script.

J.A. "JACK" WALSTON
Commissioner, Pct. 4

Handwritten signature of Jacques L. Blanchette in cursive script.

JACQUES L. BLANCHETTE
County Judge



**Texas Association for
Home Care & Hospice**
Care Stronger

October 18, 2012

Dear County Judge :

Millions of Texas citizens and all of our communities benefit from critical home care services provided to our state's Medicare, Medicaid and private-pay patients by more than 200,000 Texas home care employees including nurses, therapists, home health aides and others throughout our State.

Home care and hospice has enjoyed tremendous, bi-partisan support as a way to provide quality health care for some of Texas' most deserving patients while saving money within our health care system through reductions in more costly nursing home, hospitalization and other expenditures. Hospice services provide care to those in their final days of life, and bereavement support to their loved ones before and after death.

Last year, Governor Rick Perry declared November as "Official Home Care and Hospice Month" for the State of Texas. As we approach November 2012, we have once again been honored by the Governor with this recognition! So, please join us along with Governor Rick Perry as we celebrate this year's theme of *"Home Is Where The Heart Is."* So that your county can join us in this celebration, we would greatly appreciate you requesting your Commissioners' Court to pass a resolution by October 31, 2012.

A sample proclamation that you can use as a model is available for your information, simply email membership@tahch.org to request an electronic version. Please mail or fax us a copy of your proclamation so we may publicize it along with the Governor's.

Thank you for your consideration of this matter. Please feel free to contact me if you would like to receive any additional information on Home Care and Hospice Month, the role of Texas' home care and hospice industry, or if I can ever be of assistance.

Sincerely,

Becky Allcorn, CMP
Director of Membership & Public
Relations

Texas Association for Home Care & Hospice
3737 Executive Center Drive, Ste. 268, Austin, Texas 78731
(512) 338-9293 * f(512) 338-9496 * (800) 880-8893 * tahch.org * myhomecarechoices.org



TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

MONDAY

November 5, 2012

8:30 AM

MARTIN NASH
Commissioner, Pct. 1

RUSTY HUGHES
Commissioner, Pct. 2

JACQUES L. BLANCHETTE
County Judge

MIKE MARSHALL
Commissioner, Pct. 3

JACK WALSTON
Commissioner, Pct. 4

NOTICE Is hereby given that a *Special Meeting* of the Tyler County Commissioners Court will be held on the date stated above, at which time the following subjects will be discussed;

Agenda

"the wisdom to know what is right ... the courage to do it"

➤ **CALL TO ORDER**

- Establish quorum

I. CONSIDER/APPROVE:

A. Providing a Sheriff's Deputy for the City of Colmesneil/Colmesneil ISD and any applicable required interlocal agreements which may not currently exists. - *J. Blanchette*

B. Resolution 2013 Indigent Defense Grant Program - *J. Blanchette*

C. Resolution - The Commissioners Court of Tyler County joins the Governor and Texas Association for Home Care & Hospice in recognizing November as "Official Home Care and Hospice Month"
- *J. Blanchette*

II. EXECUTIVE SESSION

Consult with District Attorney, Joe Smith, in executive session held in accordance with Texas Government Codes 555.071(1)(A), (2) regarding pending and/or contemplated litigation, and/or 551.074, regarding personnel matters, and/or property acquisition.

➤ **ADJOURN**

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice at the Tyler County Courthouse in a place readily accessible to the general public at all times and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, as is required by Section 551.002 & 551.041.

Executed on _____ 2012 Time _____

DONECE GREGORY, County Clerk/Ex Officio Member of Commissioners Court

By: _____ (Deputy)



TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

MONDAY
November 5, 2012
8:30 AM

MARTIN NASH
Commissioner, Pct. 1

RUSTY HUGHES
Commissioner, Pct. 2

JACQUES L. BLANCHETTE
County Judge

MIKE MARSHALL
Commissioner, Pct. 3

JACK WALSTON
Commissioner, Pct. 4

NOTICE Is hereby given that a *Special Meeting* of the Tyler County Commissioners Court will be held on the date stated above, at which time the following subjects will be discussed;

Judge Quorum present

Agenda

"the wisdom to know what is right ... the courage to do it"

➤ **CALL TO ORDER**

- Establish quorum

I. CONSIDER/APPROVE:

- A. Providing** a Sheriff's Deputy for the City of Colmesneil/Colmesneil ISD and any applicable required interlocal agreements which may not currently exists. - *J. Blanchette*
- B. Resolution** 2013 Indigent Defense Grant Program - *J. Blanchette Marshall 2nd unanimous*
- C. Resolution** - The Commissioners Court of Tyler County joins the Governor and Texas Association for Home Care & Hospice in recognizing November as "Official Home Care and Hospice Month" - *J. Blanchette Nash - martin Jack - 2nd all in favor*

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Executed on November 1 2012 Time 3:20pm

DONECE GREGORY, County Clerk/Ex Officio Member of Commissioners Court

By: *Kearni Wald* (Deputy)

Joe - depu to Dan - Dan needs credit

Dan - In Johnson County - need school resource officers - Contract is 3-way
Contract - City has gotten grant for school resource officers

Don Ware Presentation

Judge - present language that will beat severe county's concerns
Recommend adopt Roman Number #7

Dan §28.31 includes all overtime & benefits
2-8 hr. Day a week
sect R N 6 describes hours, etc.

Bryan - Creates another presence for County via liaison
Jim Sheriff's standpoint - "Great Idea"
Very comfortable with this

Mike - Making

Martin - 2nd

All - Java

motion carries unanimously