

Hall County, Texas
Regular Commissioners' Court Meeting

February 10, 2020

BE IT REMEMBERED THAT THE HALL COUNTY COMMISSIONERS MET IN A REGULAR COMMISSIONERS' COURT MEETING on February 10, 2020 with the following members present: Ray Powell, County Judge, presiding; Winfred McQueen, Commissioner Precinct #1; Terry Lindsey, Commissioner Precinct #2; Gary Proffitt, Commissioner Precinct #3; Troy Glover, Commissioner Precinct #4; Olivia M. Duran, County Clerk; and Pauline Johnsey, Judge's Assistant. Also present were: Tom Heck, Hall County Sheriff; Jared Johnson, Hall County Sheriff Chief Deputy; Janet Bridges, Hall County Treasurer; Teresa Altman, Hall County Tax-Assessor Collector; Sherrie Stone, Hall County Justice of Peace Precinct 1,2, & 3; Denise Foster; and Joe and Bertha Dunn.

The meeting was called to order at 10:00 A.M.

1. Opening Prayer.

Opening prayer was led by Commissioner Lindsey.

2. Approval of minutes of the Regular Meeting of January 13, 2020.

Motion by Commissioner Proffitt and second by Commissioner McQueen and It is the Order of the Court to approve the minutes of the regular meeting of January 13, 2020. Motion passed.

3. Reports.

Reports of Treasurer, Sheriff/EMC, Road & Bridge, Tax Assessor-Collector, County & District Clerk, J.P. Precincts 1, 2, & 3, Tax Appraisal District, and Judge were presented.

4. Approve reports.

Motion by Commissioner Lindsey and second by Commissioner McQueen and It is the Order of the Court to approve the monthly reports as presented. Motion passed.

5. Approve payment of bills.

Motion by Commissioner Proffitt and second by Commissioner Lindsey and It is the Order of the Court to pay the monthly bills. Motion passed.

6. Discuss and/or action on burn ban.

No action was taken. Burn ban remains off.

7. TxDOT update on Hall County projects, current and future – Jeff Widener.

No action was taken as Jeff Widener was not present.

8. Annual report of Hall County Historical Commission by Karen Crisman.

No action was taken as Karen Crisman was not present.

9. Discuss and consider purchasing three law enforcement vehicles as presented by County Sheriff Tom Heck, and Mike Cuba, President of American National Leasing.

Motion by Commissioner McQueen and second by Commissioner Lindsey and It is the Order of the Court to approve the request from Sheriff Tom Heck for purchasing four (4) law enforcement vehicles, utilizing American National Leasing, choosing Option C. Motion passed. See Exhibit A.

10. Presentation of Audit Report for fiscal year ended September 30, 2019 by Denise Foster, Foster & Lambert, LLC.

Motion by Commissioner Lindsey and second by Commissioner McQueen and It is the Order of the Court to approve the audit as presented by Denise Foster, Foster & Lambert, LLC. Motion passed.

11. Take action on approval of Interlocal Agreement regarding proceedings and costs for court ordered mental health services provided by the Pavilion in Potter County.

Motion by Judge Powell and second by Commissioner Glover and It is the Order of the Court to approve the interlocal agreement between Potter County and Hall County regarding proceedings and costs for court ordered mental health serviced provided by the Pavilion in Potter County. Motion passed. See Exhibit B.

12. Presentation of Revised Preservation Master Plan for Courthouse by Arthur Weinman.

No action was taken as Arthur Weinman was not present.

13. Take action to ratify salary increases for Rhonda Funderburg, Jail Administrator, and Cynthia Bartlett-Bradley, Jailer/Dispatcher #1.

Motion by Judge Powell and second by Commissioner Proffitt and It is the Order of the Court to ratify the yearly salary increase of \$3,300.00 for Rhonda Funderburg for being promoted to Jail Administrator and a yearly salary increase of \$500.00 plus a \$500.00 cell phone stipend totaling \$1,000.00 for Cynthia Bartlett-Bradley for being promoted to Jailer #1 effective February 1, 2020. Motion passed.

14. Discuss and take action on purchase of ten (10) battery powered surge protectors for courthouse computers.

Motion by Commissioner Glover and second by Commissioner McQueen and It is the Order of the Court to approve the purchase of ten (10) battery powered surge protectors for courthouse computers. Motion passed.

15. Discuss and consider ratifying Judge's decision to purchase an SSL Certificate through Texas Association of Counties for the Hall County website for an annual fee of \$150.00.

Motion by Commissioner Proffitt and second by Commissioner Glover and It is the Order of the Court to ratify the Judge's decision to purchase an SSL Certificate through Texas Association of Counties for the Hall County website for securement purposes for an annual fee of \$150.00. Motion passed.

16. Discuss and consider ratifying Judge's decision to purchase a backup system on the Crime Star Records Management System at the jail from Farley's Tech Solution at a cost of \$20.00 per month.

Motion by Commissioner McQueen and second by Commissioner Proffitt and It is the Order of the Court to ratify the Judge's decision to purchase a backup system on the Crime Star Records Management System at the jail from Farley's Tech Solutions at a cost of \$20.00 per month. Motion passed.

17. Discuss, consider, and take necessary action on use of equipment, materials, purchases, county work projects, extra help or hiring of road employees on county roads and bridges by commissioners in each precinct.

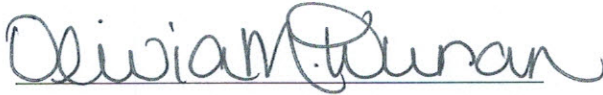
No action was taken.

18. Public comments.

No public comments.

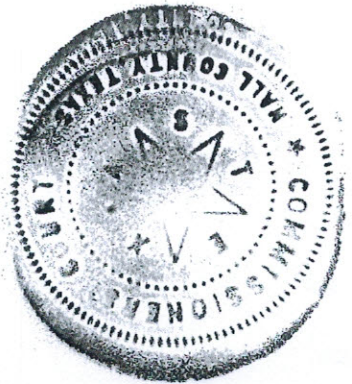
19. Adjournment.

Motion by Commissioner McQueen and second by Commissioner Proffitt and It is the Order of the Court to adjourn at 11:47 A.M. Motion passed.



Olivia M. Duran

Hall County Clerk



**ANLC Lease Purchase Quotes for Hall County
February 10,2020**

EXHIBIT A

(Uninstall equipment and transfer to New vehicles by Sheriff's Dept.)

	<i>option a</i>	<i>option b</i>	<i>option c</i>	<i>option d</i>
2020 Chevrolet Crewcab 1500 Trail Boss	36mo with Residual	36mo with \$1	48mo with \$1	60mo with \$1
	Balance	Buyout	Buyout	Buyout
Buyboard Purchase--Caldwell Chevrolet	\$36,779	\$36,779	\$36,779	\$36,779
Equipment upfit--CapFleet	\$3,969	\$3,969	\$3,969	\$3,969
Buyboard Fee	\$100	\$100	\$100	\$100
Vehicle Total	\$40,848	\$40,848	\$40,848	\$40,848
- Gain on Trade ins(\$15,701 /4 = \$3925.25)	(\$3,925)	(\$3,925)	(\$3,925)	(\$3,925)
+ ANLC Documentation fee	\$100	\$100	\$100	\$100
Total	\$37,023	\$37,023	\$37,023	\$37,023
<i>Estimated Start Date May 2020</i>				
2021 Payment(#1)	\$9,190	\$13,215	\$10,080	\$8,200
2022 Payment(#2)	\$9,190	\$13,215	\$10,080	\$8,200
2023 Payment(#3)	\$9,190	\$13,215	\$10,080	\$8,200
2024 Payment(#4)			\$10,080	\$8,200
2025 Payment(#5)				\$8,200
Annual Payment x 4 vehicles/yr	\$36,760	\$52,860	\$40,318	\$32,800
Residual Purchase	\$12,501	\$1	\$1	\$1
Rate	3.50%	3.50%	3.50%	3.50%
Mileage Estimate	30k/yr--35k/yr	n/a	n/a	n/a

(New equipment upfit and install by Capfleet)

	<i>option e</i>	<i>option f</i>	<i>option g</i>	<i>option h</i>
2020 Chevrolet Crewcab 1500 Trail Boss	36mo with Residual	36mo with \$1	48mo with \$1	60mo with \$1
	Balance	Buyout	Buyout	Buyout
Buyboard Purchase--Caldwell Chevrolet	\$36,779	\$36,779	\$36,779	\$36,779
Equipment upfit--CapFleet	\$21,988	\$21,988	\$21,988	\$21,988
Buyboard Fee	\$100	\$100	\$100	\$100
Vehicle Total	\$58,867	\$58,867	\$58,867	\$58,867
- Gain on Trade ins(\$15,701 /4 = \$3925.25)	(\$3,925)	(\$3,925)	(\$3,925)	(\$3,925)
+ ANLC Documentation fee	\$100	\$100	\$100	\$100
Total	\$55,042	\$55,042	\$55,042	\$55,042
<i>Estimated Start Date May 2020</i>				
2021 Payment(#1)	\$15,622	\$19,646	\$14,986	\$12,191
2022 Payment(#2)	\$15,622	\$19,646	\$14,986	\$12,191
2023 Payment(#3)	\$15,622	\$19,646	\$14,986	\$12,191
2024 Payment(#4)			\$14,986	\$12,191
2025 Payment(#5)				\$12,191
Annual Payment x 4 vehicles/yr	\$62,488	\$78,584	\$59,942	\$48,764
Residual Purchase	\$12,501	\$1	\$1	\$1
Rate	3.50%	3.50%	3.50%	3.50%
Mileage Estimate	30k/yr--35k/yr	n/a	n/a	n/a

INTERLOCAL AGREEMENT REGARDING
PROCEEDINGS AND COSTS FOR COURT ORDERED MENTAL HEALTH SERVICES

1. RECITALS.

(a) Texas Panhandle Centers (TPC) is the local mental health authority for the Texas Department of Health and Human Services, serving residents of Potter County, Texas and the following additional 25 counties in the Texas Panhandle (TPC Service Area):

Dallam, Sherman, Hansford, Ochiltree, Lipscomb, Hartley, Moore, Hutchinson, Roberts, Hemphill, Oldham, Carson, Gray, Wheeler, Deaf Smith, Randall, Armstrong, Donley, Collingsworth, Parmer, Castro, Swisher, Briscoe, Hall, Childress.

(b) The Pavilion at Northwest Texas Hospital in Amarillo, Potter County, Texas is a fully staffed 24 / 7 mental health facility deemed suitable by TPC for persons within the TPC Service Area who are in need of emergency mental health services and continuing court ordered mental health services.

(c) Residents within the TPC Service Area, and occasionally from counties outside the TPC service area, who are in need of mental health services, are routinely transported to the Pavilion by law enforcement or private conveyance. Legal proceedings for such residents are routinely conducted in Potter County pursuant to Chapters 573 and 574 of the Texas Health and Safety Code, with the Potter County Attorney representing the State of Texas in such proceedings, and the Potter County Judge presiding. This serves the interests of the patients and their families, and the counties in which they reside.

2. PURPOSE.

The purpose of this Interlocal Agreement is to provide for an equitable cost sharing arrangement between Potter County and the other 25 counties within the TPC Service Area, and other participating counties, under the circumstances described above, regardless of whether a patient is transported to Potter County pursuant to emergency detention procedures under Chapter 573 of the Texas Health and Safety Code, or by private conveyance. The signatories to this Interlocal Agreement therefore agree to the following:

3. DUTIES and COST SHARING

In the circumstances described above, Potter County will serve as venue for legal proceedings in relation to applications for court ordered mental health services for residents of participating counties, with the Potter County Attorney's office representing the State of Texas, and the Potter County Judge serving as presiding officer over such proceedings. These services will be rendered at no charge to other participating counties, provided however that the patient's county of residence, or the county in which emergency detention proceedings are initiated, will promptly reimburse Potter County for the following expenses associated with such proceedings as authorized by the provisions of the Texas Health and Safety Code cited below:

- | | | |
|-----|--|-------------------------|
| (a) | Clerk's Fee
Local Government Code 118.052 | \$ 40.00 |
| (b) | Fee for associate judge for show cause hearing.
HSC 574.025 and 571.017 | not to exceed \$ 200.00 |
| (c) | Fee for attorney ad litem for show cause hearing.
HSC 571.017 - 571.018 | not to exceed \$ 200.00 |
| (d) | Fee for County Judge for final hearing
HSC 574.031 (j) | \$ 50.00 |
| (e) | Fee for attorney ad litem for final hearing, with jury
waiver. HSC 571.017 - 571.018 | not to exceed \$ 200.00 |
| (f) | Fee for attorney ad litem for additional hearing, if needed,
on application for order to authorize psychoactive
medication. HSC 574.104 - 106 and 571.017 - 571.018. | not to exceed \$ 150.00 |
| (g) | Prosecutor's expenses. HSC 574.031(k) | \$ 50.00 |
| (h) | In the event of a jury trial: (1) jury fee; (2) court reporter
fees; (3) additional fee for attorney ad litem to be set
by the presiding judge not to exceed \$ 100.00 per hour for
documented reasonable and necessary attorney services.
HSC 571.017 - 571.018 | case-by-case |
| (i) | Reasonable expenses for transport of patients between
counties. HSC 571.018 | case-by-case |

4. PENDING CRIMINAL CHARGES

This agreement does not apply with respect to proposed patients who have pending criminal charges. Proposed patients with pending criminal charges will remain under the supervision of the courts in the counties in which those charges are pending unless and until written confirmation is received that such charges have been dismissed. Participating counties and their agencies are cautioned against transporting inmates with pending criminal charges to the Pavilion absent a written order authorizing such from the court in which those charges are pending. Participating counties and their agencies are further cautioned that the Pavilion is highly unlikely to accept an inmate with pending criminal charges in the absence of a court order authorizing the inmate's treatment at the Pavilion, and Potter County will not initiate or prosecute any proceeding under the Mental Health Code or the Code of Criminal Procedure in those circumstances.

5. ADDITIONAL TERMS and REPRESENTATIONS

- (a) Each party is a local government within the State of Texas.
- (b) The respective governing body of each party finds that the subject of this Agreement is necessary for the benefit of the public or a public purpose; specifically, to provide appropriate

mental health services to the residents of participating counties; and that each party has the legal authority to perform and to provide the function or service which is the subject matter of this Agreement; and that any apportionment of costs fairly compensates the performing party for the services performed under this Agreement; and that the performance of this Agreement is in the common interest of both parties.

(c) Each party performing a service or paying for the performance of a service under this Agreement shall render performance and make payments from current revenues legally available to the party.

(d) The parties agree that there is no joint venture, partnership, or other coordinated action between the parties as to the subject matter of this agreement, other than the formation of this Agreement, and that the purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the services and expenses described. This agreement does not create any right, benefit, or cause of action for any third party. By this Agreement neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would be available to it in claims or litigation of any nature. Each Party shall be solely responsible for any loss, property damage, bodily injury or death arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

(e) Each Party agrees that if legal action is brought under this Agreement, exclusive venue shall lie in a court of appropriate jurisdiction in Potter County, Texas.

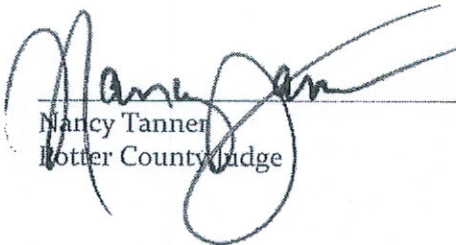
(f) This Agreement shall become effective on the first day after it has received approval of both governing bodies.

(g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such holding shall not affect any other provision contained herein and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

(h) This Agreement contains all the commitments and the agreements of the Parties and any oral or written commitments not contained herein shall have no force or affect to alter any term or condition of this Agreement. This Agreement may be amended or modified only in writing by the mutual agreement of the Parties.

(i) Each signatory represents that s/he has been duly authorized by the entity to execute this Agreement for whom s/he signs and to thereby legally bind such entity to this Agreement.

Attest:


Nancy Tanner
Potter County Judge
1-9-20
Date


Julie Smith, Potter County


Ray Powell
Signature
FEB 10, 2022
Date

Ray Powell
Printed Name
HALL, County Judge

Attest:
Olivia M. Duran
Signature

Olivia M. Duran
Printed Name
HALL, County Clerk

