



FILED this 17th day of Nov 2016
3:45 P M
CAROL HOLCOMB
COUNTY CLERK, CALDWELL COUNTY, TEXAS
By Maricela Sulezky Deputy

Notice of Special Meeting

Notice is hereby given that an open meeting of the Caldwell County Commissioners Court will be held on the 21st day of November, 2016 at 9:00 A.M. in the 2nd Floor Courtroom, Caldwell County Courthouse located at 110 S. Main Street, Lockhart, Texas at which time the following subjects will be discussed, considered, passed or adopted, to wit:

Special Meeting Agenda: Call Meeting to Order.

- 2016.11.21.01** Pledge of Allegiance to the Flags. (Texas Pledge: Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible).
- 2016.11.21.02** Citizens' Comments. At this time any person may speak to Commissioners Court if they have filled out a Caldwell County Commissioners Court Participation Form.
- 2016.11.21.03** Consent Agenda: Accept \$5,000 unrestricted grant/donation from Koch Companies Public Sector, LLC defined as "2016 Helping Hand Incident Com" to be used by Emergency Management/Homeland Security, Department 6650.

AGENDA

- 2016.11.21.04** Discussion/Action regarding the canvassing of the November 08, 2016 General Election. **Cost:** TBD; **Speakers:** Judge Schawe/Pamela Ohlendorf; **Backup:** None.
- 2016.11.21.05** Discussion/Action regarding the selection of a copier vendor. **Speaker:** Judge Schawe; **Cost:** TBD; **Backup:** None.
- 2016.11.21.06** Discussion/Action regarding the execution of an Interlocal Agreement between the City of Lockhart and Caldwell County for storage of county property. **Speaker:** Judge Schawe/Martin Ritchey; **Cost:** TBD; **Backup:** 2.
- 2016.11.21.07** Discussion/Action regarding the approval of the Indigent Defense Formula Grant Program Resolution. **Speaker:** Judge Schawe; **Cost:** TBD; **Backup:** 1.
- 2016.11.21.08** Adjournment.

As authorized by Chapter 551 of the Texas Government Code, the Commissioners Court of Caldwell County, Texas reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed above. The Court may adjourn for matters that may relate to Texas Government Code Section 551.071(1) (Consultation with Attorney about pending or contemplated litigation or settlement offers); Texas Government Code Section 551.071(2) (Consultation with Attorney when the Attorney's obligations under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code); Texas Government Code Section 551.072 (Deliberations about Real Property); Texas Government Code Section 551.073 (Deliberations about Gifts and Donations); Texas Government Code Section 551.074 (Personnel Matters); Texas Government Code Section 551.0745 (Deliberations about a County Advisory Body); Texas Government Code Section 551.076 (Deliberations about Security Devices); and Texas Government Code Section 551.087 (Economic Development Negotiations). In the event that the Court adjourns into Executive Session, the Court will announce under what section of the Texas Government Code the Commissioners Court is using as its authority to enter into an Executive Session. The meeting facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the County Judge's office at 512-398-1808 for further information.

STATE OF TEXAS

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COUNTY OF CALDWELL

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**INTERLOCAL AGREEMENT BETWEEN
CITY OF LOCKHART AND CALDWELL COUNTY FOR STORAGE OF
COUNTY PROPERTY**

This Interlocal Agreement for Storage of County Property (hereinafter referred to as the "Agreement") is made and entered into by and between Caldwell County, Texas, a political subdivision of the State of Texas (hereinafter referred to as the "County"), by and through the Caldwell County Commissioners Court, and the City of Lockhart, Texas, a municipal corporation of the State of Texas located in Caldwell County (hereinafter referred to as the "City"), by and through its City Council. In this Agreement, the County and the City are sometimes referred to jointly as the "Parties" or individually as a "Party."

WHEREAS, pursuant to Chapter 791 of the Texas Government Code and in compliance with the provisions of the Interlocal Cooperation Act, the City and County, as local governments, desire to enter into this Agreement; and

WHEREAS, the County does not possess safe and adequate means to provide for the storage of the County's rescue boat and associated equipment/accessories; and

WHEREAS, the City possesses a suitable and adequate storage facility for the County's rescue boat and associated equipment/accessories; and

WHEREAS, City and County desire to enter into this Agreement for the performance of certain governmental functions in order to increase the efficiency and effectiveness of each local government and with agencies of the state, specifically regarding the storage, maintenance, and deployment of a rescue boat (hereinafter referred to as "RB1") owned by County; and

WHEREAS, the parties acknowledge that this Agreement states the purpose, terms, rights, and duties of the parties, and that this is an Agreement for storage, and not an Agreement for fire or emergency services.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

**I.
PURPOSE**

The purpose of this agreement is to provide safe and adequate means for the County to store, maintain, and deploy, with approved response agencies, RB1, for water rescues and other public safety requirements in response to natural and man-made disasters or other related purposes that might impact the general public.

**II.
RESPONSIBILITIES**

1. The City agrees to provide a storage location, 214 Bufkin Lane, Lockhart, Texas 78644, (hereinafter referred to as the "Property") for RB1, which will be accessible by first responders certified to use or maintain the rescue boat. Said location will house the boat, trailer and related equipment.
2. The County agrees to authorize City first responders' use of RB1 and its related equipment in the need of an emergency. Said County authorization must be in writing by a designated representative, to include the Emergency Management Coordinator or delegate with the Caldwell County Office of Emergency Management.
3. The Parties agree that the County, and those authorized by the County, shall have access to the Property and RB1 at all times without being subject to City approval for the purposes of storing, maintaining, and deploying RB1. Such access shall be provided by the Lockhart Fire Department, located at the Property, upon notice by the Emergency Management Coordinator or his delegates. The County will provide the City with a list of delegates authorized to approve access to and deployment of RB1.
4. The County agrees to obtain and provide the City with proof of a Certificate of Liability Insurance that includes the City as being co-insured against any damage to or theft of RB1 and its components and related equipment, and any property damage or personal injury, including death, related to or arising from the storage, maintenance, and/or deployment of RB1 on the Property.

**III.
TERM**

1. The term of this Agreement shall begin on the date that the second party executes the Agreement, with the authorization of its governing body, and last for an initial period of one year, with automatic annual renewals thereafter.
2. This Agreement may be terminated at any time and for any reason by either Party upon thirty (30) days' written notice sent via certified mail, return receipt requested, to the contacts referenced in Section V below.

**IV.
IMMUNITIES**

By entering into this Agreement, neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and/or functions or otherwise arising pursuant to this Agreement or the deployment or operation of the RB1.

**V.
MISCELLANEOUS**

1. No modification or amendment to this Agreement shall become valid unless in writing and signed by both Parties.
2. Any failure of a Party to this Agreement, at any time, to enforce or require the strict keeping of any provision of this Agreement shall not constitute a waiver of such provision, and shall not affect or impair same or the right of that Party at any time to avail itself of same.
3. It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by both parties. Venue for all purposes relating to this Agreement is Caldwell County, Texas. Notices, correspondence, and all other communications shall be addressed as follows:

If to **City of Lockhart**
P.O. Box 239
Lockhart, Texas 78644
Attention: Mayor

If to **Caldwell County**
Caldwell County
110 S. Main St.
Lockhart, Texas 78644
Attn: County Judge

**VI.
APPLICATION OF LAW**

This Agreement shall be governed by the laws of the State of Texas. If a final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

**VII.
VENUE**

Venue for all lawsuits concerning this Agreement will be in Caldwell County, Texas.

**VIII.
ENTIRE AGREEMENT**

This Agreement contains the full and complete understanding between the Parties and supersedes all prior agreements and understanding pertaining hereto and cannot be modified except by a writing signed by each Party. This Agreement shall also serve to confirm that no representative of the County nor anyone acting on County's behalf gave, is planning to give, or agreed to give anything of value to any employee of the City, or anyone in any way associated with the City, in exchange for the use of the Property as provided for hereunder.

The Parties to this Agreement hereby agree to the aforesaid terms and conditions, as is evidenced by the duly authorized signatures below.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

CALDWELL COUNTY

_____ Date: _____
County Judge

Attest:

County Clerk

CITY OF LOCKHART

_____ Date: _____
Mayor

Attest:

City Secretary



STATE OF TEXAS
COUNTY OF CALDWELL

***Resolution Number – 22-2016
Indigent Defense Formula Grant Program***

Approving the 2017 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, Caldwell County Commissioners Court has agreed that in the event of loss or misuse of the funds, Caldwell 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.

PASSED and **APPROVED** this _____ day of November, 2016.

Ken Schawe, County Judge

Alfredo Muñoz, Commissioner, Precinct 1

Eddie Moses, Commissioner, Precinct 2

Neto Madrigal, Commissioner, Precinct 3

Joe Ivan Roland, Commissioner, Precinct 4

ATTEST:

Carol Holcomb, County Clerk