

MILAM COUNTY COMMISSIONERS COURT

**Henry "Hub" Hubnik
Commissioner, Precinct #1**

**James Denman
Commissioner, Precinct #2**



**Art Neal
Commissioner, Precinct #3**

**Wesley Payne
Commissioner, Precinct #4**

**Bill Whitmire
Milam County Judge
102 S. Fannin Ave.
Cameron, Texas 76520**

**NOTICE OF THE REGULAR MEETING
OF THE
COMMISSIONERS COURT OF MILAM COUNTY, TEXAS**

MONDAY, JUNE 10, 2024, AT 10:00 AM

AGENDA

The Court will convene in person in the Milam County Courtroom, located at the Milam County Courthouse, 102 S. Fannin Ave., Cameron, Texas 76520. If any member of the public would like to speak in person regarding any of the agenda items, please register with the County Judge's Office before 10:00 am, on June 10, 2024.

The following items will be addressed, discussed, considered, passed, or adopted to-wit:

1. A quorum will be established, and the meeting of the Milam County Commissioners Court will be called to order.
2. Invocation.
3. Pledge of Allegiance to the American Flag and the Texas Flag.
4. Comments from the Public (limited to five minutes).
5. Consider and take action on the consent agenda.
 - a. The minutes from previous commissioner's court meetings and act on any corrections, changes, or approval of any of the said minutes.
 - b. Certificates of Completion.
 - c. Monthly Treasurer's Report.
6. Judge's Comments.
7. Conduct a **Public Hearing** on the Milam County Routing, Road Use and Vehicle Weight Limit Agreement.

8. Discuss and take action on a Routing, Road Use and Vehicle Weight Limit Agreement for use on Milam County roads.
9. Discuss and take action to require an electronic version of a Subdivision Plat be submitted with each applicable Subdivision Application.
10. Update status on the use of the Blake Building for housing the offices of JP 1, JP 2 and DPS and the final documentation as presented.
11. Discuss and take action on a Variance Application from Eric Coats on Highway 79 in Gause.
12. Discuss and take action on a Variance Application from Elizabeth Slater for CR 342 in Milano.
13. Discuss and take action on a utility installation from North Milam WSC for a waterline at FM 485 and CR 132.
14. Discuss and take action on a Preliminary Plat and Subdivision Application from SLR for Sandow AMLC Phase 1.
15. Discuss and take action on a Preliminary Plat and Subdivision Application from Brian Box for Highland Branch Subdivision in Precinct 2 on FM 485.
16. Discuss and take action on an Interlocal Agreement between Milam County and Trinity County.
17. Discuss and take action on an Interlocal Agreement between Milam County and the Rockdale Independent School District. (**Exhibit "A"**).
18. Discuss and take action to appoint a second alternate to the CTCOG Board of Directors.
19. Discuss and take action to appoint 2 members to the Broadband Planning Committee for CTCOG.
20. Presentation of the Milam Appraisal District Preliminary Budget as presented by Chief Appraiser Ryan Nichols.
21. Review, discuss, and act to pay the bills of Milam County, Texas as presented by the County Auditor's Office.
22. Adjourn

Dated this 7th day of June, 2024


Bill Whitmire
Milam County Judge


I, the undersigned County Clerk, do hereby certify that the above notice of the **Regular Meeting** of the Milam County Commissioners Court is a true and correct copy of said Notice. Further, the Notice is published on the Courthouse Door and the County Clerk's Office of Milam County, Texas and at other places readily accessible to the public at all times beginning on the **7th day of June 2024**. The Notice will remain posted continuously for at least 72 hours preceding the scheduled date and time of said court.

County Clerk of Milam County, Texas


Jodi Morgan,
Milam County Clerk



JODI MORGAN
County Clerk

Filed 7 day of June
in 2024, At 7:50A M.
JODI MORGAN
County Clerk, Milam County, Texas
By 
Deputy

(This Court reserves the right to convene in executive session at any time deemed necessary for the consideration of confidential matters in accordance with Texas Government code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes or decisions will be taken in open meeting.)

Exhibit A

INTERLOCAL AGREEMENT

This Inter-local Agreement ("Agreement") is executed by and between the Rockdale Independent School District ("Milam ISD" or "District") and Milam County, Texas ("County"), a Texas Political Subdivision/governmental entity, hereinafter also referred to collectively as "Participating Political Subdivisions" and/or "governmental entities".

RECITALS

WHEREAS, Milam County and Rockdale ISD as Participating Political Subdivisions are authorized by the Inter-local Cooperation Act, Texas Government Code Chapter 791 (the "Act"), to enter into cooperative agreements among themselves, and with and among other political subdivisions of the State of Texas, for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, and programs; and

WHEREAS, the services made the subject of this Agreement are governmental functions and the Participating Political Subdivisions desire to contract in a manner to require each entity to, respectively, provide the services and to make the payments set forth in this Agreement; and

WHEREAS, Milam County and Rockdale ISD have determined that this Agreement will result in improved services being provided more economically and efficiently and will increase public safety for the constituents of Rockdale ISD;

NOW THEREFORE, Milam County and Rockdale ISD as Participating Political Subdivisions have agreed, and do hereby agree, as follows:

ARTICLE 1

SERVICES TO BE PROVIDED BY THE COUNTY

Section 1.01 Campus Security. The County agrees to assign deputies to serve at any District campus or facility by mutual Agreement between the Sheriff and the Superintendent of the ISD or designee. Any assigned County Deputy ("deputy") shall provide services at the request of the District which may include traffic control services, law enforcement, and assisting school administration with security.

Each assigned deputy shall be present as mutually agreed and shall be directly supervised by the Sheriff's Office personnel. The duties, schedule, and responsibilities, of the assigned deputies on days when classes are not in session will be mutually agreed upon by both governmental entities.

At all times during the term of this Agreement, any assigned deputy shall be considered an employee of the county and not an employee of the district. The County shall be responsible for maintaining accurate records of the dates of service, and any other information regarding any assigned deputy that may be necessary in connection with the performance of this agreement. The County shall be responsible for maintaining and retaining data related to the hours worked and wages earned by the Deputy - All documents generated by the Deputy in the course and scope of his duties shall be owned by the County.

Unless agreed to in advance in particular situations, any deputy assigned to serve at any campus shall wear a uniform identifying him/her as a law enforcement officer with the Milam County Sheriff's Office and shall possess all equipment normally worn by patrol deputies. All deputies assigned to serve at any campus shall be licensed as a regular peace officer and receive regular training by the County.

1.02 Emergencies. The County reserves the right to recall the deputy for duty in the event of an emergency, without penalty, even if no substitute officer is available for assignment to district.

ARTICLE 2
RESPONSIBILITIES OF THE DISTRICT

Section 2.01 Coordination of Security Services. The principal of each campus that has deputies assigned shall coordinate with the deputy with respect to the law enforcement services needed on the campus and any special issues that need increased attention. The Superintendent shall work with the Sheriff's Office to establish the duties for each assigned deputy. The district remains solely responsible for compliance with Section 37.0814 of the Texas Education Code. The district shall pay and reimburse the County for the services provided as set forth in Section 3.01 below.

In accordance with the interlocal Cooperation Act, the district agrees that any payments due under this Agreement shall be paid from current revenues.

ARTICLE 3
CONSIDERATIONS AND REVIEW

Section 3.01 Consideration. The District agrees to pay, as consideration for the services provided pursuant to this Agreement, salary, benefits, and liability costs for each deputy assigned to the district pursuant to the Agreement, which is an estimated amount of \$27.97 per hour (2024) based on a 40 hour work week plus benefits (estimated in 2024 at \$11.34) including but not limited to, retirement, FICA, insurance (health, liability, and all other insurance costs incurred by the County), unemployment, officer training, clothing (\$600 per year) and Workers' Compensation. In the event any increase in salary or benefits occurs as the result of action taken by County, the District shall accordingly amend the yearly salary amount and amend this section pursuant to Section 6.11 herein.

Payment shall be made monthly by the District to the County, due on or about the first business day of each month and continually thereafter, during the term of this Agreement. The rate charged for assigned deputies herein does not include any charges by the County to the District for overtime by the officer.

Any overtime worked by the officer will be charged at the County's rate per hour described above plus ½ the rate per hour (i.e., time and a half). Any overtime accumulated while on County Sheriff's Office time (i.e. summer break) will be paid by the County. During the term of this Agreement and in the event of an increase in any cost included in the County's charge to the district, the County may increase such cost to the District upon ten (10) days written notice.

Section 3.02 Review and Renewal. Either the County or the District may, no later than thirty (30) days prior to the anniversary date of the execution of the Agreement, give written notice to the other party of a request for formal review of the Agreement and upon the request of either party, any amendment or renewal of the Agreement shall be considered by the respective governing bodies of the Participating Political Subdivisions.

Section 3.03 Automobile. The County will provide a marked Sheriff's Office vehicle during the duration of this Agreement. The district will be charged a vehicle fee of \$10,900 per year/vehicle and responsible for maintenance, repair, and fuel cost of the Sheriff's Office vehicle. Fuel used while school is not in session will be paid by the Sheriff's Office. Monthly reimbursements shall be made by the district upon receipt of invoices from the County as set forth in Section 3.01. Fuel charges and vehicle maintenance shall be invoiced to the district and said invoice shall be paid within fifteen (15) days of receipt.

Section 3.04 Adjustment of Consideration. In the event of any such review as provided in Section 3.02, or the renewal or extension of the term of this Agreement, the consideration to be given and paid by the District for the services provided by the County pursuant to this shall be

recalculated and determined for such extended or renewal term based on a sum or amount that is not less than the County's actual costs for providing such services.

Section 3.05 Initial Uniforms & Equipment cost. The district shall be responsible for providing or reimbursing the county for the cost of equipping initial deputy positions and vehicles for law enforcement duties.

ARTICLE 4

TERM OF AGREEMENT AND REVIEW

Section 4.01 Initial Term of Agreement. The term of this Agreement shall begin upon a being fully executed by both governmental entities and end one year later; after the expiration of the initial term, the Agreement shall continue a month-to-month basis until either the Agreement is renewed or is terminated by either party with a thirty (30) written notice.

Section 4.02 Commitment of Current Revenue. Pursuant to Local Government Code § 271.903 this contract is a commitment of the district's current revenue only, and the Board of Trustees of the District retains the continuing right to terminate the Agreement at the expiration of each budget period during the term of the Agreement. Performance under this Agreement is conditioned on a best effort attempt by the district's Board of Trustees to obtain and appropriate funds for payment of any sums due under this Agreement.

Section 4.03 Termination of Agreement. This Agreement may be terminated by either party at any time with or without a reason, upon a thirty (30) day written notice to the other party. Such written notice shall specify the effective date of termination.

ARTICLE 5

INSURANCE AND INDEMNIFICATION

Section 5.01 Government Services. Notwithstanding any provision to the contrary herein, this Agreement is a contract for the performance of governmental functions by governmental entities. The services provided herein are governmental functions and the County and the district shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement. With respect to the services provided pursuant to the Agreement, the County shall be an independent contractor to the district. Any deputy assigned to duty at any the district campus pursuant to this Agreement, shall not be considered an employee of the district, but shall at all times remain an employee of the County.

Section 5.02 Liability. It is understood and agreed between the parties that each party hereto shall be responsible for its own acts of omissions, including the acts of omissions of its employees, deputies, trustees, and agents.

Section 5.03 Insurance. The district agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to save, protect, and insure itself, its property, its employees, officers, trustees and agents from claim, cause of action, liability arising out of the acts or omissions of the district, its employees, officers, trustees, and agents. The County agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to save, protect, and insure itself, its property, its employees, officers, and agents from any claim, cause of action, or liability arising out of the acts or omissions of the County, its employees, officers, or agents.

5.04 Hold Harmless Agreement: Nothing herein shall be construed as limiting the powers or immunities otherwise held by either Participating Political Subdivision, and this Agreement shall not be construed to create any employer-employee relationship between the district and the deputy, or any agreement whereby either party will have any obligation to indemnify the other. Each Participating Political Subdivision hereto agrees to hold the other, and its agents, servants, or employees, harmless of and from all claims, demands, liability, loss, cost and expense (including attorney's fees and cost of litigation) in any manner arising out of or resulting from any claim, demand, liability, loss, cost or expense caused in whole or in part by its own negligence or the negligence of its agents, servants or employees.

ARTICLE 6

MISCELLANEOUS

Section 6.01 Policy Making Authority: The district shall have exclusive control, supervision and policy making authority for and with respect to the rules of conduct and regulations regarding crowd control at athletic and special events. The final disciplinary action or other dispensation of any matter or issue involving only a violation of a rule of regulation of the district shall be at the discretion of the district; provided that in the event an assigned deputy observes any event, matter, or action that appears to constitute a violation of any local, state or federal penal or criminal law, then in such an event, the investigation of a decision to file charge on any such event shall be made by the deputy or the Sheriff, or other law enforcement agency with jurisdiction.

Section 6.02 Other Services: Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty, responsibility or right as to either the district or the County except with respect to the use of a general provision of the services specifically set forth in this Agreement. This Agreement does not and shall not be interpreted to limit or extend any governmental authority for or with respect to the provision of any service or the undertaking of any function or level of service except as specifically set forth herein.

Section 6.03 Jurisdiction: Nothing in this Agreement shall be deemed to extend, increase, or limit the jurisdiction or authority of the County or the district except as necessary to implement, perform and obtain the services and duties provided for in this Agreement. The District specifically extends jurisdiction and authority to the County to implement and perform its duties provided for in this Agreement upon all property immediately under control of the district, save and except only as specifically provided in this Agreement, all governmental functions and services traditionally provided by the district, and all governmental functions and services traditionally provided by the County, shall be and remain the sole responsibility of each respective party. This Agreement shall be governed by the laws of the State of Texas and the County of Milam.

Section 6.04 Government Immunity: Nothing in this Agreement shall be construed to waive, modify, or amend any legal defense available to the district, the County of Milam, Texas, or any past or present Trustee, officer, elected official, agent, or employee of the Participating Political Subdivisions including, but not limited to governmental immunity from suit as provided by law.

Section 6.05 Contract Supervision and Controls: The district and the County shall each monitor, review and provide oversight and supervision of the services as they are provided, and each agrees to notify the other as soon as reasonably possible if any of the services becomes unsatisfactory.

Section 6.06 Notices: Notices to be provided by any party to this Agreement to the other party shall be writing and directed via U.S. mail or hand delivery, and facsimile, to the other party at the following addresses:

Rockdale ISD Superintendent
PO Box 632
Rockdale, TX 76567

Sheriff of Milam County
512 N. Jefferson Suite A
Cameron, Texas 76520

Section 6.07 Nondiscrimination. The County and the District agree that in the execution, performance, or attempted performance of this Agreement, they will not discriminate against any person or persons because of gender, race, religion, color, sexual orientation, or national origin, nor will the county permit its deputies to engage in such discrimination.

Section 6.08 Waiver of Default. No waiver by the parties hereto of any default or breach or the failure to insist upon the performance of any term, condition, provision, or covenant of this Agreement shall be deemed to be a waiver or relinquishment to any extent of any other breach of the same or any other term, condition, provision, or covenant contained herein or the right of the parties to assert or rely upon any such term.

Section 6.09 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith.

Section 6.10 Gender, Number, and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers for the convenience only shall not be considered in interpreting or constructing this Agreement.

Section 6.11 Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated after the date hereof, and duly executed by the parties hereto.

Section 6.12 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their duly authorized representatives as of the date below.

EXECUTED AND DELIVERED initial by and between the County of Milam, Texas and
The district on 20th day of May, 2024

ROCKDALE ISD

Superintendent

COUNTY OF MILAM, TEXAS

Sheriff of Milam County