

**REGULAR MEETING OF THE BREWSTER  
COUNTY COMMISSIONERS COURT  
TUESDAY, MAY 31, 2016, AT 9:00 A.M.**

*Judge Cano called the meeting to order and the following Elected Officials were present:*

<i>Eleazar R. Cano</i>	<i>County Judge</i>
<i>Luc Novovitch</i>	<i>Commissioner Pct. 1</i>
<i>Ruben Ortega</i>	<i>Commissioner Pct. 3</i>
<i>Mike "Coach" Pallanez</i>	<i>Commissioner Pct. 4</i>
<i>Berta Rios-Martinez</i>	<i>County Clerk</i>

- 1. Convene in Executive Session Pursuant to §551.071, of the Government Code, VTCA, to consult with legal counsel on pending litigation styled *Freedom From Religion Foundation et al. v Brewster County, Texas et al***

*Judge Cano called the Court into Executive Session at 9:08 A.M.*

- 2. Reconvene from Executive Session and deliberate and take action on matters pertaining to pending litigation styled *Freedom From Religion Foundation et al. v. Brewster County, Texas et al***

*The Court reconvened at 9:35 A.M.*

*Commissioner Pallanez moved to approve the consent decree and allow the Judge to accept the settlement at no cost to the taxpayers. Commissioner Ortega seconded the motion and the motion passed unanimously.*

- 3. Preliminary review for an Interlocal Agreement between Brewster County, Big Bend Regional Hospital District and the City of Alpine to provide Emergency Medical Services to North Brewster County, including the town of Marathon / Update**

*Judge Cano explained that the contract with the current ambulance service provider, West Texas Ambulance, is up for renewal in September and would like to look into combining the efforts with the City of Alpine and the Big Bend Regional Hospital District. Judge Cano stated that there are no commitments made at this time. Judge Cano explained that the Interlocal Agreement is a draft only and Greg Hudson, Legal Counsel for both the County and the Hospital District, drafted the agreement.*

*Commissioner Pallanez asked if he understood the agreement to read that there was no cost to the county for the Agreement. Judge Cano confirmed that the agreement was drafted by Greg Hudson at the request of the Hospital District. Judge Cano provided brief history on the progress made by the three entities thus far. Judge Cano explained that in November, the Hospital District committed \$45,000 for ground ambulance service. The Inter Local agreement provides an overview of the agreement between the three taxing entities*

*Commissioner Novovitch expressed his concern about the agreement and the lack of communication to all members of the Court and added that he felt that the draft was pre-mature.*

Commissioner Novovitch stated that there should be no draft, as not all members of the Court have been included to approve the draft that is being discussed. Judge Cano stated there is no commitment to be made.

Commissioner Novovitch continued to express his concern in the manner of which this process has transpired and that he has engaged in a conversation that is contracted and the Judge has conversations and put into place a draft of an Interlocal agreement that has not been approved by the court.

Judge Cano called Greg Hudson, Legal Counsel that wrote the draft, and explained the conversation and concerns of Commissioner Novovitch. Commissioner Novovitch explained the he is concerned reviewing a draft of an Interlocal Agreement that has not been approved to by the Court to even enter into an Interlocal Agreement. Greg Hudson stated that he represents both the County and the Hospital District and that he is aware of discussions that have been made and have been informal. This draft was created at the request of the Hospital District based on the conversations that have been had and the need to further expand the ambulance service in the area, stated Mr. Hudson. Mr. Hudson also stated the Commissioner Novovitch was correct in that the Court was not responsible for the draft or the payment for the draft. Commissioner Novovitch then informed Mr. Hudson that the Court has not approved an Interlocal Agreement and the draft should not be looked at during this time.

Commissioner Novovitch motioned that the Court does not consider item 3 and the Court comes back to present the Interlocal Agreement and approve the agreement. Commissioner Ortega seconded the motion.

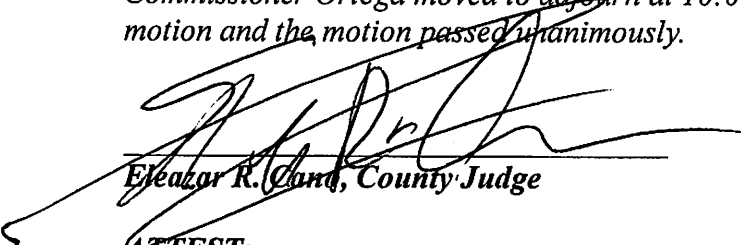
Judge Cano explained that item 3 is a non-action item and this was to explore the possibility. Commissioner Novovitch explained that he understood the intent but feels that the Court should have voted on entering into an Interlocal Agreement.

Judge Cano asked Mr. Hudson thoughts on the motion. Mr. Hudson clarified what Commissioner Novovitch has expressed and that no vote should be made and place an EMS discussion on the agenda at a later date.

Commissioner Ortega stated he expressed that he sees both sides and suggested to designate someone as a representative.

Motion failed due to lack of final vote.

Commissioner Ortega moved to adjourn at 10:06 A.M. Commissioner Novovitch seconded the motion and the motion passed unanimously.

  
Eleazar R. Cano, County Judge

ATTEST:

  
Berta Rios-Martinez, County Clerk