

**NOTICE OF MEETING OF THE COMMISSIONERS' COURT OF
HOCKLEY COUNTY, TEXAS**

Notice is hereby given that a Regular Meeting of the above named Commissioners' Court will be held on the 26th day of July, 2021 at 9:00 a.m. in the District Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

1. Read for approval the minutes of the Regular Meeting held at 9:00 a.m. on Monday, July 19, 2021 and for the Regular Meeting held at 9:30 a.m. on Monday, July 19, 2021.
2. Read for approval all monthly bills and claims submitted to the Court and dated through July 26, 2021.
3. Discussion with Sheriff Ray Scifres concerning budget request amendment.
4. Update from Angela Overman, District Attorney concerning capital cases pending in Hockley County.
5. Discussion with the Levelland City Council concerning fire suppression services in the County and any related agreement thereto including other agreements between the parties.
6. Consider and take necessary action to appoint Hockley County Librarian.
7. Consider and take necessary action to renew inmate housing agreement between Terry County and Hockley County for the housing of prisoners.
7. Consider and take necessary action to approve intergovernmental agreement between Hale County and Hockley County regarding housing of prisoners.
8. Consider and take necessary action concerning Texas Department of Motor Vehicles statutorily required Imposition of Optional Fees form for CY 2022.

FILED FOR RECORD
AT _____ O'CLOCK ____ M.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS.

JUL 22 2021

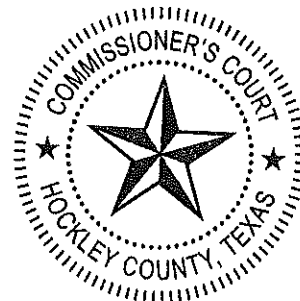
BY: Sharla Baldrige
Sharla Baldrige, Hockley County Judge

Jennifer Palermo
County Clerk, Hockley County, Texas

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 22nd day of July, 2021, and said Notice remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 22nd day of July, 2021.

Jennifer Palermo
Jennifer Palermo, County Clerk, and Ex-Officio
Clerk of Commissioners' Court, Hockley County, Texas



THE STATE OF TEXAS
COUNTY OF HOCKLEY

IN THE COMMISSIONER'S COURT
OF HOCKEY COUNTY, TEXAS

REGULAR MEETING

JULY 26, 2021

Be it remembered that on this the 26th day of JULY A.D. 2021, there came on to be held a REGULAR Meeting of the Commissioners Court, and the court having convened in REGULAR session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Sharla Baldrige	County Judge
Alan Wisdom	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
Seth Graf	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger	Commissioner Precinct No. 4

Jennifer Palermo, County Clerk, and Ex-Officio Clerk of Commissioners Court when the following proceedings were had to-wit:

Motion by Judge Baldrige, second by Commissioner Graf, 5 votes yes, 0 votes no, that the minutes of a Regular Meeting held at 9:00 a.m. on Monday, July 19, 2021 and for Regular Meeting held at 9:30 a.m. on Monday, July 19, 2021., be approved and stand as read.

Motion by Commissioner Wisdom, second by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that all monthly claims and bills submitted to the court and dated through July 26, 2021, A.D. be approved and stand as read.

Discussion with Sheriff Ray Scifres concerning budget request amendment.

Update from Angela Overman, District Attorney concerning capital cases pending in Hockley County.

Discussion with the Levelland City Council concerning fire suppression services in the County and any related agreement thereto including other agreements between the parties.

Motion by Commissioner Carter, second by Commissioner Graf, 4 votes yes, 0 votes no, that the Commissioners court approved to appoint Amy Cantwell as the Hockley County Librarian. As per Order recorded below.

THE STATE OF TEXAS
COUNTY OF HOCKLEY

COMMISSIONERS COURT
HOCKLEY COUNTY, TEXAS

ORDER TO APPOINT HOCKLEY COUNTY LIBRARIAN

It is the order of the Commissioners' Court of Hockley County that AMY CANTWELL be appointed to the office of Hockley County Librarian.

DONE IN OPEN COURT, this the 26TH day of July, 2021, upon motion by Commissioner, Larry Carter, seconded by Commissioner, Seth Graf.

Sharla Baldrige
Sharla Baldrige, Hockley County Judge

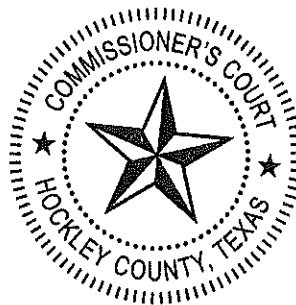
Alan Wisdom
Alan Wisdom, Commissioner, Precinct 1

Larry Carter
Larry Carter, Commissioner, Precinct 2

Seth Graf
Seth Graf, Commissioner, Precinct 3

Tommy Clevenger
Tommy Clevenger, Commissioner, Precinct 4

ATTEST: Jennifer Palermo
Jennifer Palermo, County Clerk,
Ex-Officio Clerk of Commissioners
Court of Hockley County, Texas



Motion by Commissioner Clevenger, second by Commissioner Wisdom, 4 votes yes, 0 votes No, that Commissioners Court approved to renew inmate housing agreement between Terry County and Hockley County for the housing of prisoners. As per Jail Space Per Day Agreement recorded below.

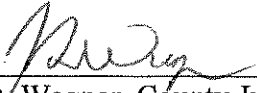
Jail Space Per Day Agreement

This agreement is between Terry County Commissioners Court and the Hockley County Commissioners Court for jail space in the Terry County Jail.

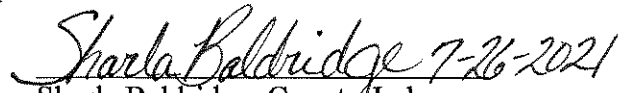
This agreement shall be enforced until either party chooses to terminate the agreement.

1. The rate for space to be used in the Terry County Jail by Hockley County shall be set at **\$43.00** per day per prisoner.
2. All hospital, ambulance services and doctor bills shall be billed to and paid by Hockley County.
3. Upon request by the Terry County Sheriff, Hockley County will immediately remove any and all prisoners being kept in the Terry County Jail.
4. Hockley County will be liable for all their prisoners while being housed in the Terry County Jail.
5. Hockley County will be responsible for all paperwork prior to admittance in the Terry County Jail.
6. Any inmate making bond will be returned to Hockley County Sheriff's Department to be released from Hockley County.
7. In the event a Hockley County prisoner must be hospitalized, Hockley County will provide guard duty until his return to jail. Transportation back to the jail shall be provided by Hockley County. In the event a Hockley County prisoner must see another doctor besides the one in Brownfield, Terry County, Texas, Hockley County will furnish the transportation and proper personnel.
8. Any expenses not mentioned above for prisoners from Hockley County will be paid by Hockley County.
9. Hockley County must always notify the Terry County Jail before bringing any inmates to be housed and the number of inmates.


AGREED TO on this, the 12th Day July, 2021




J.D. Wagner, County Judge
Terry County, Texas



Sharla Baldrige, County Judge
Hockley County, Texas



Sheriff Tim Click
Terry County, Texas



Sheriff Ray Scifres
Hockley County, Texas

Motion by Commissioner Graf, second by Commissioner Wisdom, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the Intergovernmental agreement between Hale County and Hockley County regarding housing of prisoners. As per Intergovernmental Agreement between Hockley County and Hale County recorded below.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
HALE COUNTY AND HOCKLEY COUNTY
REGARDING HOUSING OF PRISONERS**

The County of HALE, Texas, hereafter referred to as "**HALE**" and the County of Hockley, Texas, hereafter referred to as "**HOCKLEY**", hereby enter into the following Agreement with the regard to housing of inmates of County of Hockley, Texas, in the jail operated by Hale (hereinafter "the Jail"):

1. **HALE** hereby agrees to house prisoners incarcerated by **HOCKLEY** if space is available in the Jail. The availability of the space shall be determined by the **HALE** County Sheriff in accordance with current jail regulations set out by the Texas Commission on Jail Standards with regard to the current and expected census of the Jail.
2. **HALE** shall assess a fee for housing said prisoners at the rate of \$55.00 per day per prisoner; and **HALE** shall bill **HOCKLEY** on a monthly basis for said cost in an itemized statement showing the number of days per each individual prisoner housed in the Jail. **HALE** shall assess a full day's fee beginning on the date inmate is booked into the Jail.
3. **HOCKLEY** will pay for all hospitalizations, health care services and prescription drugs provided to any prisoners housed in the Jail. **HOCKLEY** agrees to be billed directly by any providers of such services or products. **HALE** will administer nonprescription medications without charge.
4. **HOCKLEY** agrees to comply with all booking procedures of **HALE**. **HALE** agrees to furnish **HOCKLEY** a copy of the required forms and procedures.
5. **HALE** and **HOCKLEY** hereby agree that **HALE** will not house any injured prisoner unless **HOCKLEY** furnishes an acceptable medical release signed by medical personnel certifying that the prisoner may be incarcerated.
6. **HALE** agrees that, if a prisoner incarcerated in the Jail under this Agreement becomes injured during incarceration, **HALE** will notify **HOCKLEY** within ten (10) hours of the occurrence of the injury and will provide **HOCKLEY** with copies of all incident reports relating to the injury.

7. The **HALE** County Sheriff may refuse to accept any prisoner brought by **HOCKLEY** under this Agreement. The **HALE** County Sheriff may remove any prisoner incarcerated under this Agreement from the Jail. **HOCKLEY** agrees to promptly arrange to take custody of any such refused or removed prisoners upon request of the **HALE** County Sheriff.
8. **HOCKLEY** agrees to defend, save, indemnify, and hold harmless **HALE** and the **HALE** County Sheriff from any and all suits, claims, damages, losses, or expenses (including reasonable attorney's fees) that arise from the performance or nonperformance of any specifically assigned duties under this Agreement by **HOCKLEY** or the transport of prisoners by **HOCKLEY** to the jail. Notwithstanding any of the above, **HALE** shall defend, save, indemnify and hold harmless **HOCKLEY** from any and all suits, claims, damages, losses, or expenses (including reasonable attorney's fees) that arise from the performance or nonperformance of any duties assigned to **HALE** under this Agreement, following the booking in of prisoners to the Jail.
9. This Agreement shall become effective on the date shown below (hereinafter "the effective date"). The Agreement shall terminate at midnight, December 31 following the effective date. Thereafter, unless one of the parties gives written notice on or before December 1 of intent not to renew the Agreement, the Agreement shall automatically renew each year on January 1 and run through midnight December 31. Either party may terminate the Agreement by giving written notice 30 days prior to termination. Any notice given under this Agreement shall be in writing and shall be delivered to the Sheriff or Chief of Police of the respective county or city.
10. All agreements between the parties are set out in this Agreement; no prior agreement not contained herein shall be enforceable against either party. This Agreement may only be modified in writing signed by both parties.
11. Nothing herein shall be construed to expand the liability of either party to a third party beyond the liabilities and immunities provided by law.

ACCEPTED, APPROVED and WITNESSED our hands on this the 26th day of

July, 20 21.

COUNTY OF HALE

BY: [Signature]
Hale County Judge

COUNTY OF HOCKLEY

BY: [Signature]
Hockley County Judge

ATTEST:

[Signature]
Hale County Clerk

ATTEST:

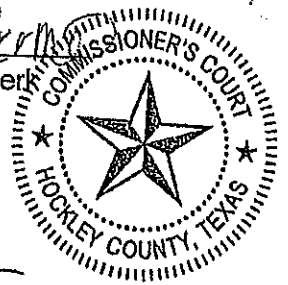
[Signature]
Hockley County Clerk

APPROVED:

[Signature]
Hale County Sheriff

APPROVED:

[Signature]
Hockley County Sheriff



Motion by Commissioner Carter and second by Commissioner Clevenger, 4 votes yes, 0 votes No, that Commissioners court approved to take action concerning Texas Department of Motor Vehicles statutorily required Imposition of Optional Fees form for CY 2022. As per Texas Department of Motor Vehicles recorded below.



July 16, 2021

Re: Imposition of Optional Fees for Calendar Year (CY) 2022

To the Honorable County Judge:

County commissioners courts are statutorily required to notify the Texas Department of Motor Vehicles (TxDMV) each year regarding the imposition or removal of optional fees. Notice must be made to TxDMV each year by September 1, with new fees taking effect on January 1 of the following year. This letter and attachments will provide information on how to submit the CY 2022 notification to TxDMV. The following is a brief description of the optional county fees from Chapter 502 of the Transportation Code:

County Road and Bridge Fee (Section 502.401):

- May not exceed \$10; and
- Revenue must be credited to the county road and bridge fund.

Child Safety Fee (Section 502.403):

- May not exceed \$1.50; and
- Revenue must be used for school crossing guard services; remaining funds must be used for programs to enhance child safety, health, or nutrition, including child abuse intervention and prevention, and drug and alcohol abuse prevention, among other purposes.

Transportation Project Fee (Section 502.402):

- Applies to Bexar, Brazos, Cameron, El Paso, Hidalgo, and Webb counties **ONLY**;
- May not exceed \$10 (or \$20 for Brazos, Cameron, and Webb counties **ONLY**); and
- Revenue must be used for long-term transportation projects.

Please complete and return the attached *Imposition of Optional Fees* form. If your county will keep the same optional fees for CY 2022, please select OPTION A. If your county will change fees, please select OPTION B and include a copy of the effectuating commissioners court order.

DEADLINE: Please return the form and commissioners court order, if applicable, by Wednesday, September 1, 2021, by email to: DMV_OptionalCountyFeeUpdates@TxDMV.gov (note the underscore between DMV and Optional).

If you have any questions, please contact Maureen Vale, Registration Services, at 512-465-5601. Thank you for your timely response.

Sincerely,

Roland D. Luna, Sr., Director
Vehicle Titles and Registration Division
Texas Department of Motor Vehicles

RL:CT:MV

cc: County tax assessor-collectors




Imposition of Optional Fees Calendar Year (CY) 2022

INSTRUCTIONS: Complete and return this form (including a court order, if required) to the TxDMV via email at: DMV_OptionalCountyFeeUpdates@TxDMV.gov

Please submit at your earliest convenience, but no later than **Wednesday, September 1, 2021.**

COUNTY NAME: HOCKLEY

SELECT ONLY ONE OPTION BELOW:

OPTION A – No change. This county will charge the same fees in CY 2022. 
Submit this form to TxDMV. A copy of a commissioners court order is NOT required.

OR

OPTION B – The commissioners court has approved fee changes for CY 2022.
Enter amounts for each fee, even those that did not change. Enter zero (0), if necessary.

CY 2022 fees to be collected by your county:

Road and Bridge Fee: \$ _____

Child Safety Fee: \$ _____

Transportation Project Fee (applicable to Bexar, Brazos, Cameron, El Paso, Hidalgo and Webb counties only): \$ _____

Total fee amount to be collected in CY 2022: \$ _____

For OPTION B, submit this form and a copy of the court order to TxDMV.

We appreciate your response. Thank you.

There being no further business to come before the Court, the Judge declared
Court adjourned, subject to call.

The foregoing Minutes of a Commissioner's Court meeting held on the 26th
day of July, A. D. 2021, was examined by me and approved.

Alan Wisdom
Commissioner, Precinct No. 1

[Signature]
Commissioner, Precinct No. 3

[Signature]
Commissioner, Precinct No. 2

[Signature]
Commissioner, Precinct No. 4

Shaala Baldrige
County Judge

Jennifer Palermo
JENNIFER PALERMO, County Clerk, and
Ex-Officio Clerk of Commissioners' Court
Hockley County, Texas

