

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

Notice is hereby given that a Special meeting of the above named Commissioners' Court will be held on the 26TH day of August, 2014, at 10:00 A.M. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

1. Read for approval the minutes of two Special Meetings of the Commissioners Court held Monday, August 18, 2014.
2. Read for approval all monthly bills and claims submitted to the court and dated through August 25, 2014.
3. Hear Public Assistance monthly report.
4. Consider and take necessary action to approve the annual Public Notice for Indigent Health Care.
5. Consider and take necessary action to approve refund of ad valorem taxes.
6. Consider and take necessary action to approve the ACH Processing Services Agreement.
7. Consider and take necessary action to approve the Order Creating County Joint Elections Administrator.
8. Consider and take necessary action to approve the Hockley County Election Commission.
9. Consider and take necessary action to approve the 2015 Interlocal Agreement for Joint Elections Administrator.
10. Consider and take necessary action to approve the List of Hockley County Republican Election Judges for 2014.
11. Consider and take necessary action to approve the Contract and Agreement Concerning Ambulance Service with the City of Littlefield.
12. Consider and take necessary action to approve the Interlocal Contract between Hockley County and Lubbock County for medical examiner services.
13. Consider and take necessary action to approve the 2015 Sheriff's and Constables' Fees.
14. Consider and take necessary action to approve housing of overflow inmates in Yoakum County.
15. Consider and take necessary action to approve the sale of the Sheriff's Office drug dog to the Levelland Police Department.
16. Consider and take necessary action to approve change of right-of-way in Whitharral.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

FILED FOR RECORD

AT _____ O'CLOCK _____ M.

BY: _____

Hockley County Judge

AUG 22 2014

VOL. 61 PAGE 359

Shene Blumula
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 August, 2014, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 22ND day of August, 2014.



Irene Gumula, County Clerk, and Ex-Officio
Clerk of Commissioners' Court, Hockley County, Texas

SPECIAL MEETING
AUGUST 26, 2014

Be it remembered that on this the 26th day of August A.D. 2014, there came on to be held a Special meeting of the Commissioners' Court, and the Court having convened in Special session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Larry Sprowls	County Judge
Curtis D. Thrash	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
J. L. "Whitey" Barnett	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger	Commissioner Precinct No. 4

Irene Gumula, County Clerk, and Ex-Officio Clerk of Commissioners' Court when the following proceedings were had, to-wit:

Motion by Commissioner Barnett, seconded by Commissioner Carter,
4 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on 18th day of August, A.D. 2014, be approved and stand as read.

Motion by Commissioner Clevenger, seconded by Commissioner Thrash,
4 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through August 26, A. D. 2014, be approved and stand as read.

Michelle Gore, reported the July, 2014, monthly approvals and denial request for Public Assistance, as per Report recorded.

Upon recommendation by Rebecca Currington, Public Assistance Administrator, the following list of applicants' requests for public assistance, have been approved or denied for the month of July 2014.

APPROVED APPLICANTS

<u>APPLICANT</u>	<u>ADDRESS</u>	<u>TOWN</u>	<u>REQUEST</u>	<u>AMOUNT</u>
Kemisha Asberry	400 N. Cedar, # 7	Levelland	Shelter	\$150.00
Christie Munguia	1311 8 th Street	Levelland	Shelter	\$150.00
Maria Mata	501 E. Park	Sundown	Electric	\$ 75.00
Roberto Sanchez	1804 Ave. I	Levelland	Electric	\$ 75.00

DENIED APPLICANTS

The below listed applicants have been denied their public assistance request for one/more of the following reasons:

- Income of applicant(s) exceeds that of an indigent person, according to the guidelines of the Commissioners' Court of Hockley County, Texas.
- Applicant is in an all adult household in which no one is receiving Social Security due to age or disability.
- Not all money received by household, either income, available funds or contribution, was reported by household.
- Conflict of information regarding either household members or income received.
- No emergency situation exists as loss of job income was not due to illness or layoff.

<u>APPLICANT</u>	<u>ADDRESS</u>	<u>TOWN</u>
Amee Cancino	802 Matthew Unit # 20	Sundown
Jessie Lozano	867 N. Hwy. 385	Levelland
Crystal Vargas	305 Ave. M	Levelland
Priscilla Rodriguez	310 Hicks	Levelland
Carmen Lockamy	204 Duke	Anton

Motion by Commissioner Carter, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the annual Public Notice for Indigent health Care, as per Notice to Public recorded below.

NOTICE TO PUBLIC

Hockley County will use the following rules and procedures to comply with its responsibility under the Indigent Health Care and Treatment Act.

Applications can be requested in the basement of the County Library Building, at 811-B Austin Street, in Levelland, Hockley County, Texas. Assistance in completing the application will be provided if needed. Contact the Hockley County Indigent Health Care and Public Assistance Office, 894-4264.

Hockley County will use rules and procedures found in the County Indigent Health Care Program Handbook published by the Texas Department of Health. The handbook is available on line at <http://www.dshs.state.tx.us/cihcp> In summary, rules are:

1. Application forms must be COMPLETELY filled out.
2. Verification of income, termination of income, residence, household composition, and resources is required.
3. Net income cannot exceed limits as determined by the Texas Department of Health.
4. Eligible persons must be a resident of Hockley County.
5. Applicant must provide all information and documentation requested, or application will be denied.
6. Applicants have the right to appeal adverse decisions.

CAUTION: Presenting false information or securing medical benefits wrongfully may subject applicant to criminal and civil penalties. Eligible applicants must report any change in income, resources, household composition, address, and other circumstances affecting eligibility within 14 days to prevent the filing of criminal or civil charges against them.

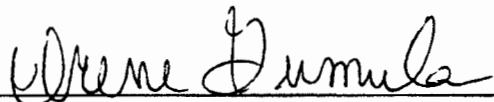
The effective date of the above rules and procedures is September 1, 2014.

Given under my hand and seal of said Court, this 26TH day of August, AD, 2014.



Judge Larry Sprowls, Hockley County, Texas

ATTEST:



Irene Gumula, County Clerk, and
Ex-Officio Clerk of Commissioners' Court,
Hockley County, Texas

Motion by Commissioner Barnett, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the tax refund in the amount of Six Hundred Forty Two Dollars and Ninety Two Cents (\$642.92) to Hardin Simmons University, tax refund in the amount of Six Hundred Forty Two Dollars and Eighty Seven Cents (\$642.87) to Rehab West Texas, tax refund in the amount of Eleven Thousand One Hundred Ninety Two Dollars and Seventy Nine Cents (\$11,192.79) to Chevron, tax refund in the amount of Seven Hundred Fifty Nine Dollars and Forty Three Cents (\$759.43) to Harding and Carbone, as per request of Debra Bramlett, Tax Assessor/Collector.

Motion by Commissioner Clevenger, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the ACH Processing Services Agreement, as per Agreement recorded below.

ACH PROCESSING SERVICES AGREEMENT
ECheck Processing

This ACH Processing Services Agreement ("Agreement") is made and entered into by and between **Certified Payments No. 1, Ltd., by and through its General Partner, Certified Payments, Inc.**, a Texas Corporation, with offices located at 3410 Midcourt Rd., Suite 136, Carrollton, TX 75006 ("**Certified**") and **Hockley County, Texas Treasurer, 802 Houston Street, Levelland, TX 79336 ("**Agency**")**.

RECITALS

WHEREAS, Agency desires to accept payments from its customers ("Customers") by electronic ACH ("ACH Entries") through a third party ACH Service Provider;

WHEREAS, Certified provides third party ACH Processing Services ("Services") on behalf of Agency pursuant to ACH Origination Service Agreements with Originating Depository Financial Institutions ("ODFI"), agreements with ACH Originators ("Originators") and other agreements with other parties that are a part of the ACH process (collectively "Participants").

WHEREAS, Agency desires to employ Certified to act on behalf of Agency in providing such services and Certified desires to provide such Services subject to the terms and conditions set forth in this agreement.

NOW THEREFORE, the Agency and Certified agree as follows:

1. DEFINITIONS: As used herein, the following terms have the meaning set forth below:

"ACH" (Automated Clearing House) is a clearing and settlement facility for the interchange of electronic debits and credits among financial institutions.

"ACH Entries" are the electronic transactions initiated and authorized by Agency's customers and processed by Certified.

"ACH Network" means the funds transfer system governed by the Rules of NACHA which provides for the interbank clearing of electronic entries for participating financial institutions.

"ACH Origination Service Agreement" shall mean the contractual agreement between Certified and an ODFI.

"ACH Returns" is the process of returning and settling funds that were dishonored by the RDFI and returned to the ODFI.

"Agency Bank" is the Depository Financial Institution where the Agency Bank account is maintained for Certified's access to settle financial payment transactions under this agreement.

"Agency Bank Account" is the Bank account Agency has established with Agency Bank for settlement of ACH credit and debit entries provided under the terms of this agreement, and identified as **Exhibit B** attached hereto. The Bank account will also be used for credits and debits incurred in connection with any reversed or returned electronic ACH entries.

"Convenience Fee" means the fee charged by Certified to Agency's customers for the convenience of using the ACH Processing Services in making the Agency's payment.

"Customer" means Agency's customer who submits a payment through Certified for processing through the ACH Network.

"MXP" means Mid-America Payment Exchange.

"NACHA" means the National Automated Clearing House Association that establishes the standards, rules and procedures that enable depository financial institutions to exchange ACH payments on a national basis.

"NACHA Rules" means the then-current National Automated Clearing House Association ("NACHA") ACH Operating Rules and Operating Guidelines published by NACHA.

"Net Total" is the net amount of ACH debits, credits and return Entries (in US Dollars) contained in the ACH Batch.

"ODFI" means the originating depository financial institution which accepts and processes debit and credit entries for distribution to an automated clearing house.

"Originator" means the person or organization that has authorized an ODFI to transmit a credit or debit entry to the account of a receiver with an RDFI or to the RDFI. In some cases, the ODFI may also be the originator.

"RDFI" (Receiving Depository Financial Institution) means a receiving depository financial institution intended to be the end recipient of either debit or credit entries to the account of a Recipient.

"Recipient" means any person or entity which has authorized Certified to originate electronic debit or credit entries to be posted to its account at a depository financial institution.

"Rules" means the combined MXP Rules, the NACHA Rules, the ODFI and Originator Rules as well as those rules of the Federal Reserve which apply to or govern the provision of the Services.

"Settlement Account" means a demand deposit account at the ODFI Bank, designated by Certified as the account to be used for, and in conjunction with Certified's automated clearing house transactions.

2. CERTIFIED'S OBLIGATIONS

- A. Certified will process Agency Payments from Agency's Customers through web initiated ACH entries and when available, through telephone initiated transactions.
- B. In consideration of Certified's provision of services hereunder, Certified may charge Agency's Customers a Convenience Fee for each Agency payment processed. The Fee will be collected in addition to the corresponding Agency Payment. Exhibit A attached hereto details the Schedule of Fees that Certified may charge Agency's Customers.
- C. Certified will originate and transmit two single-entry transactions, the Agency Payment and the corresponding Convenience Fee payment ("ACH Entries") to ODFI for processing through the ACH system pursuant to the ACH Origination Service Agreement between Certified and ODFI.
- D. Certified will obtain express authorization from the Customer prior to initiating a debit to the Customer's account. Customer's express authorization allows Certified to instruct ODFI to initiate an electronic debit entry for Certified against Customer. It also permits Certified to reinitiate an Entry where the original Entry is returned and to assess a collection fee against Customer.

- E. The express authorization will be identified as an ACH debit transaction and will identify both the payment amount to the agency and the convenience fee payment. The authorization clearly states the terms of the ACH debit and encourages the customer to print and retain a copy of the authorization. The Customer must authenticate the authorization by signing and accepting the terms of the ACH Debit Authorization Agreement. Certified will store a copy of the authorization and produce a copy upon request.
- F. Certified will provide each Customer with electronic confirmation of the Agency Payment and corresponding convenience fee.
- G. Certified will transmit ACH Entries by batch to the ODFI according to a pre-determined schedule agreed upon by Certified and the ODFI.
- H. Certified will generally transmit settlement to Agency's bank within 48 to 72 hours of the receipt of the ACH Entry. Certified will transmit a Net Total deposit to Agency's Bank account. Agency hereby authorizes Certified to initiate debit and credit entries to Agency's Bank Account. Certified shall retain all Convenience fees and any collection fees collected by it hereunder.
- I. Agency will immediately reimburse Certified in connection with any reversed or rejected electronic entries or for any shortfalls or amounts Certified is unable to collect from Agency's customers.
- J. Certified will provide Agency with ACH payment data and reports summarizing the use of the Services by Customers for a given reporting period. Agency will have the ability to import such payment data utilizing Microsoft Excel, Microsoft Access, a comma-delimited file ("CSV") or XML file.
- K. Certified will retain all logs and data for such period of time as required by applicable law and the rules and regulations of NACHA and Certified's ODFI.

3. AGENCY'S OBLIGATIONS

- A. In addition to this Agreement, Agency agrees to enter into and any and all applicable agreements that are required to perform the services hereunder.
- B. Prior to Certified's commencement of services, Agency will complete in full and sign all necessary paperwork that Certified puts forth.
- C. In order to provide the Services hereunder, Certified is required to enter into agreements that include but are not limited to Third Party Processing Agreements with an ODFI as such term is defined and used under the rules promulgated by the National Automated Clearing House Association as modified from time to time.
- D. Agency acknowledges and agrees that Certified will collect ACH payments from Agency's customers and transmit such entries for processing into the ACH network. As such, Agency acknowledges that the ODFI is acting solely in the capacity as a processor for Certified and the ODFI has no duty or obligation to Agency to inquire, review or investigate the nature of the transactions that occur between Agency and Certified. Agency is not a third party beneficiary of any Third Party Processor Agreement between Certified and the ODFI. Agency acknowledges that the ODFI has no fiduciary duties to Agency under this Agreement. Agency agrees to look solely to Certified for the performance of the processing services specified herein.
- E. Certified is required to fully adhere to the procedures and rules of NACHA and the ACH Origination Service Agreement; accordingly, Agency agrees to immediately comply with any requests by Certified regarding any

Agency conduct that is outside said rules and regulations. Agency's failure to comply with any such request by Certified will be grounds for immediate termination of this Agreement.

F. ADDITIONAL MATTERS

A. Confidentiality

Agency will not disclose to any third party or use for any purpose inconsistent with this Agreement, any confidential or proprietary, non-public information it obtains during the term of this Agreement regarding Certified's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. Certified will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Customer information it receives in connection with its performance of the Services, except that Certified may use personal information provided by Customers to establish and maintain individual user accounts requested to be established by such Customers with Certified.

B. Relationship of Parties

The performance by Certified of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall be deemed to constitute a joint venture or partnership between Certified and Agency.

C. Capacity to Contract

Each party hereby certifies that the person executing this Agreement on its behalf is fully authorized with complete legal capacity and approval to do so.

D. Intellectual Property

In order that Agency may promote the Services and Certified's role in providing the Services, Certified grants to Agency a revocable, non-exclusive, royalty-free license to use Certified's logo and other service marks (the "Certified Marks") for such purpose only. Agency does not have any right, title, license or interest, express or implied, in and to any object code, software, hardware, trademark, service mark, trade name, trade dress, formula, system, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, any script used by Certified on Certified's website) or other intellectual property right of Certified. All Marks, the System and all rights therein (other than rights expressly granted in this Agreement) and goodwill pertaining thereto belong exclusively to Certified.

E. Force Majeure

Certified will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Certified's reasonable control and that do not involve either fault or judgment of Certified.

F. Remedies

Agency's sole remedy in the event of Certified's failure to perform the Services as set forth herein shall be to terminate the arrangement contemplated by this Agreement.

G. Notice

Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

AGENCY: Hockley County, TX
802 Houston Street
Levelland, TX 79336

CERTIFIED PAYMENTS: Certified Payments, Inc.
Attn: Pamela Stewart, President
3410 Midcourt Rd., Suite 136
Carrollton, TX 75006
pamela.stewart@certifiedpayments.net

H. Term of Arrangement

This Agreement shall become effective once it has been signed by an authorized representative of both Certified and Agency. Unless otherwise terminated, the term of the arrangement shall continue from the date of this Agreement until thirty (30) days after such time as either Certified or Agency has notified the other party in writing of its decision to terminate.

I. Termination

Certified's performance of this Agreement is subject to the Automated Clearing House Origination Service Agreement, the Third Party Processor Agreement, the rules and regulations of NACHA, federal, state and local laws or regulations applicable to the Services. Receipt of a written directive from Certified's ODFI Bank to terminate shall be immediate upon such event.

J. Governing Law

In the event a dispute arises between any of the parties to this agreement, all parties hereby agree that such a dispute shall be governed by the laws of the State of Texas.

K. Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, however, the obligations of Certified under this Agreement may be provided or fulfilled by any parent, subsidiary, affiliate, successor corporation or subcontractor of Certified so long as Certified assumes full responsibility for such obligations.

L. Entire Agreement; Modifications

This Agreement, together with the Third Party Processor Agreement and exhibits and schedules attached hereto constitutes the entire agreement between Certified and Agency with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including the exhibits and schedules hereto may be modified or amended only by an instrument in writing executed by the parties or their permitted assignees.

M. Severability

If any provision of this Agreement is held by court or arbitrator of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on 8-20, 2014.

AGENCY'S ACCEPTANCE:
HOCKEY COUNTY TEXAS TREASURER

By:



Agency Signature

Larry D. Sprawls
Printed Name and Title

8-26-14
Date

CERTIFIED PAYMENT'S ACCEPTANCE:

CERTIFIED PAYMENTS NO. 1, LTD.
BY: CERTIFIED PAYMENTS, INC., GENERAL PARTNER

By:

Pamela Stewart, President

Date

**EXHIBIT A
SCHEDULE OF FEES**

Confidential

This Exhibit A to the ACH Processing Services Agreement between Certified and Agency provides as follows:

1. Schedule of Convenience Fees

Certified and Agency agree to the following provisions:

- A. \$ 2.00 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge Customers for Agency tax payments when Customer initiates an ACH debit entry.

AGENCY'S ACCEPTANCE: *Judge*
HOCKLEY COUNTY TEXAS TREASURER

By:

[Signature]

Agency Signature

Larry D Sprawls

Printed Name and Title

8-26-14

Date

CERTIFIED PAYMENT'S ACCEPTANCE:

CERTIFIED PAYMENTS NO. 1, LTD.

BY: CERTIFIED PAYMENTS, INC., GENERAL PARTNER

By:

Pamela Stewart, President

Date

EXHIBIT B
AGENCY BANK ACCOUNT
Confidential

This Exhibit B to the ACH Processing Services Agreement between Certified and Agency provides as follows:

AGENCY/BUREAU NAME: Hockley County Texas Treasurer ^{Judge} BUREAU CODE: _____

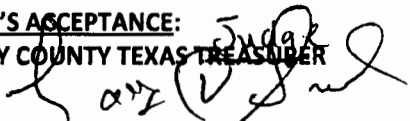
Banking Information - ACH/ECheck

The undersigned authority authorizes Certified Payments to deposit ACH credits and withdraw ACH debits to and from the Agency Bank account listed below. The undersigned authority has supplied and hereby confirms the bank account information provided.

<i>Bank Name</i>	<i>Bank Contact Name</i>	<i>Contact Telephone/Fax/Email</i>
<i>Street Address</i>	<i>City, State</i>	<i>Zip Code</i>
<i>Bank Routing Number</i>	<i>Bank Account/DDA Number</i>	
<i>Name on Agency Bank Account</i>		

PLEASE PROVIDE A COPY OF A VOID CHECK ON THE ABOVE-REFERENCED BANK ACCOUNT

AGENCY'S ACCEPTANCE:
HOCKLEY COUNTY TEXAS TREASURER

By: 
Agency Signature

Larry D. Sprowls
Printed Name and Title

8-26-14
Date

CERTIFIED PAYMENT'S ACCEPTANCE:

CERTIFIED PAYMENTS NO. 1., LTD.
BY: CERTIFIED PAYMENTS INC., GENERAL PARTNER

By: _____
Pamela Stewart, President

Date

**Motion by Commissioner Carter, seconded by Commissioner Barnett,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Order Creating
County Joint Elections Administrator, as per Order recorded below.**

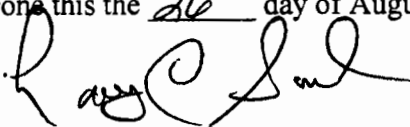
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ORDER CREATING COUNTY JOINT ELECTIONS ADMINISTRATOR

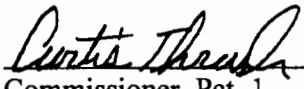
We, the undersigned, being the membership of the Commissioners Court for Hockley County do hereby order that the position of County Elections Administrator be created for said county effective January 1, 2015.

The County Clerk is hereby instructed to send a copy of this order to each member of the County Elections Commission, the Secretary of State, and Comptroller of Public Accounts.

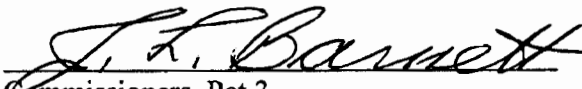
Done this the 26th day of August, 2014.




County Judge



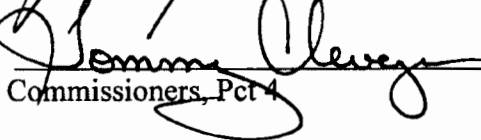
Commissioner, Pct. 1



Commissioners, Pct 3



Commissioners, Pct. 2



Commissioners, Pct 4

The State of Texas


County of Hockley

I, IRENE GUMULA, County Clerk of Hockley County, do hereby certify that the above is a true and correct copy of the order by the Commissioners Court creating the Office of the Elections Administrator.

Witness my hand and seal of the office this 26th day of August, 2014.



County Clerk



**Motion by Commissioner Thrash, seconded by Commissioner Clevenger,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Hockley County
Elections Commission, as per Hockley County Elections Commission recorded below.**

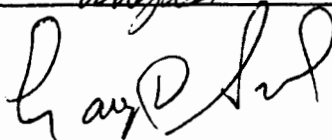
Hockley County Election Commission

County Judge, as chair, Larry Sprowls

County Clerk, as vice chair, Irene Gumula

County Tax Assessor-Collector, as secretary, Debra Bramlett

Done this day 26th of August, 2014



Signature of Chair

**Motion by Commissioner Carter, seconded by Commissioner Barnett,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve 2015 Interlocal
Agreement for Joint Elections, as per Agreement recorded below.**

2015 INTERLOCAL AGREEMENT
FOR JOINT ELECTIONS ADMINISTRATOR

This agreement is entered into by and between HOCKLEY COUNTY, CITY OF LEVELLAND, LEVELLAND INDEPENDENT SCHOOL DISTRICT, CITY OF SUNDOWN, SUNDOWN INDEPENDENT SCHOOL DISTRICT, CITY OF ROPESVILLE, ROPESVILLE INDEPENDENT SCHOOL DISTRICT, CITY OF SMYER, SMYER INDEPENDENT SCHOOL DISTRICT, SOUTH PLAINS COLLEGE, and HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT, #1 acting by and through their governing bodies.

WHEREAS, the Joint Elections Commission has employed and will supervise a Joint Elections Administrator; and

WHEREAS, said Joint Elections Administrator is funded by Hockley County; and

WHEREAS, the aforementioned political subdivisions, all located in Hockley County, each agree to pay an amount set out herein below, listed in Exhibit A, to the purpose of conducting elections within their respective districts.

NOW, THEREFORE, the political subdivisions named above do contract and agree as follows:

1. Hockley County agrees to budget \$79,896 towards the operating cost of the Joint Elections Administrators office.
2. Each political subdivision agrees to pay Hockley County annual funds according to the schedule described in Exhibit A. The schedule is subject to annual re-evaluation.
3. Each political subdivisions (except Hockley County) further agrees to pay, in addition to the annual amount described in Exhibit A, all expenses of each election held for its district including, but not limited to salaries, ballots, software programming, mileage, supplies and publications.

- a. Each political subdivision will be responsible for the cost of supplies and workers used to conduct an election in their respective districts. When possible and if supplies or workers are shared between political subdivisions the expense will be divided and prorated to each Political Subdivision by the Joint Elections Administrator.
- b. Election Judges and Clerks will be paid at a rate of \$9.00 per Hour. This expense will be paid by the political subdivision(s) holding the election.
- c. Each Election Judge will be paid a flat-rate fee of \$25.00 to ensure return of all supplies, booths, Automark machine and EA Pollbooks. This expense will be paid by the political subdivision(s) holding the election.

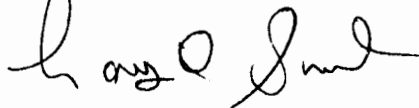
* It is agreed by the Political subdivisions that at all times and for all purposes hereunder, all election judges, clerks and all other workers involved in elections are independent contractors and shall be construed so as to find any judge, clerk, or any other election personnel to not be an employee and/or agent of the County or the Political Subdivision, and all election personnel shall not be entitled to any of the rights, privileges, or benefits of County Employees except as otherwise may be stated herein nor shall any election personnel hold himself out as an employee or agent of the County or the Political Subdivision, unless considered a County or Political Subdivision employee as determined by the policies of Hockley County or the Political Subdivision.

4. The county agrees to submit to the Political Subdivisions for payment the election expenses within thirty (30) days of said election date.

5. The agreement shall be perpetual and continue year to year. If however Hockley County or any political subdivision wishes to terminate this agreement for the following budget year, they shall do so by July 1 of the current budget year.
- 6 All election functions for every signing Political Subdivision, including filing will be completed by the Joint Elections Administrator, per Texas Election Code, Sec. 31.164.

Executed and approved on the 26th day of August, 2014.

HOCKLEY COUNTY

BY: 
LARRY SPROWLS, County Judge

ATTEST:

BY: 
IRENE GUMULA, County Clerk

ATTORNEY APPROVAL

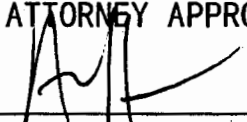
BY: 
ANNA HORD, Hockley County Attorney

Exhibit A
(Entities Financial Yearly Obligation)

HOCKLEY COUNTY	\$70,896.00
CITY OF LEVELLAND	\$10,000.00
LEVELLAND ISD	\$10,000.00
CITY OF SUNDOWN	\$ 2,000.00
SUNDOWN ISD	\$ 2,000.00
HIGH PLAINS UNDERGROUND WATER CONSERVATION DIST. #1	\$ 1,000.00
SOUTH PLAINS COLLEGE	\$ 500.00
CITY OF SMYER	\$ 500.00
SMYER ISD	\$ 500.00
CITY OF ROPESVILLE	\$ 250.00
ROPESVILLE ISD	\$ 250.00

**Motion by Commissioner Clevenger, seconded by Commissioner Thrash,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the List of Hockley
County Republican Election Judges for 2015, as per List recorded below.**

LIST OF HOCKLEY CO REPUBLICAN ELECTION JUDGES FOR 2014

PRECINCT #	PRECINCT NAME	NAMES
11	CACTUS ACADEMIC CENTER 500 CACTUS DR. LEVELLAND, TX	OLGA WERENKO (897-0651) 126 BOWIE LN. LEVELLAND, TEXAS 79336
14	CITY HALL 107 Hockley Main ROPESVILLE, TX 79358	CHRISTI GREENLEE (778-4140) PO BOX 82 ROPESVILLE, TX 79358
15	GRAY CAIN INSURANCE 3392 S STATE RD. 168 SMYER, TEXAS	JANE LEWIS (234-2403) P O BOX 486 SMYER, TEXAS 79367
16	CHRIST UN. METH. CHURCH 1704 S. COLLEGE AVE. LEVELLAND, TX	STEVE MELTON cell 470-6397 227 REDWOOD LEVELLAND, TEXAS 79336
21	MALLET EVENT CENTER 2320 s St. Hwy. 385 LEVELLAND, TEXAS	JIM LEGGITT (894-5875) 115 COTTONWOOD LEVELLAND, TEXAS 79336
24	SUNDOWN SCHOOL BLDG 511 E. 7 th STREET SUNDOWN, TEXAS	RHONDA TAYLOR (229-4029) work (229-2481) P. O. BOX 429 SUNDOWN, TEXAS 79372
32	COUNTY COURTHOUSE COMM. COURTROOM LEVELLAND, TEXAS	GLEN SMITH (894-5060) 1850 US HWY 385 LEVELLAND, TEXAS 79336
33	PETTIE GIN INC 3121 N. STATE RD. 303 PETTIET, TX	SANDRA SHEEK (245-66440) 3093 N ST. RD. 303 LEVELLAND, TX 79336
35	CACTUS DR. CHURCH CHRIST 501 Cactus Dr. LEVELLAND, TX	SALLY ROGER (894-7911) 612 NORTH ELGIN LEVELLAND, TEXAS 79336
36	DEPT OF HUMAN SERVICES 904 8 th STREET LEVELLAND, TX	MANUEL MENDEZ (894-2297) cell (577-0386) 1813 9 th STREET LEVELLAND, TX 79336
43	WHITHARRAL LIONS CLUB 2 nd STREET & HWY 385 WHITHARRAL, TX.	FREDDA KRISTNICK (299-1264) 3590 CONCHO ROAD LITTLEFIELD, TX. 793392
44	ANTON CITY HALL 400 SPADE CIRCLE. ANTON, TX	CONNIE BUTLER (997-7931) WORK (997-4081) 305 DUGGAN, BOX 359 ANTON, TEXAS 79313
45	CAPITOL ELEMENTARY LIBRARY 401 E. ELLIS LEVELLAND.TX.	FRAN DUNN (894-6800) 502 ELLIS LEVELLAND, TEXAS 79336
46	SMYER ELEMENTARY LIBRARY 401 LINCOLN SMYER, TX.	LINDA ST CLAIR (885-5202) 130 HWY 114 ESTATES LUBBOCK, TEXAS 79407

PAT COWAN, REPUBLICAN COUNTY CHAIRMAN

**Motion by Commissioner Thrash, seconded by Commissioner Clevenger,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Contract and
Agreement Concerning Ambulance Service with the City of Littlefield, as per Contract
and Agreement recorded below.**

CONTRACT AND AGREEMENT CONCERNING AMBULANCE SERVICE

THIS AGREEMENT is made and executed by and between the **CITY OF LITTLEFIELD, TEXAS**, acting through its Mayor, **DANNY MARQUEZ**, pursuant to Resolution adopted by the City Council of the **CITY OF LITTLEFIELD**, at its regular meeting on the 18 day of August, 2014 (hereinafter called "Littlefield"), and **HOCKLEY COUNTY, TEXAS**, acting by and through its County Judge, **LARRY SPROWLS**, pursuant to Resolution adopted by the Commissioners Court of the Hockley County, at a regular meeting on the 26 day of August, 2014 (hereinafter called "Hockley County"), on the following terms and conditions:

Statement

It is the desire of Hockley County to have Littlefield provide ambulance service, which provides support for the Hockley County ambulance service for the general well-being and welfare of the citizens of Hockley County.

In order to provide such service, it is agreed that Hockley County will pay Littlefield Eighteen Thousand Two Hundred Seventy Five Dollars and No/100ths (\$18,275.00) per year in monthly installments. The monthly installments of One Thousand Five Hundred Twenty Two and 92/100ths Dollars (\$1,522.92) will be paid with the first monthly payment being made on or before the 5th day of January, 2015 and a like payment on or before the same day of each month following next successively thereafter for the term of this Contract.

Terms and Conditions

- (1) The responsibility for operating, contracting, maintaining, supervising, or otherwise conducting the emergency ambulance service shall be the sole responsibility of Littlefield. Provided, however, that Hockley County agrees to indemnify and hold harmless Littlefield, its agents, officers, and employees for any actions, failures, or admissions of anyone performing the ambulance service, as provided herein.
- (2) Littlefield will **not** maintain any type of facilities where ambulances are stored within the County Limits of the Hockley County, but will continue to operate out of Littlefield's facility in Littlefield, Texas. Therefore, there is a longer response time that may be necessary for the residents of Hockley County, and Hockley County hereby accepts responsibility for any damages that may be caused because of the additional time in responding to any calls.

General Provisions

- (3) The parties agree that each party has the authority to enter into this Contract and such authority has been authorized by the governing body of the Hockley County and the City of Littlefield, respectively.
- (4) The Contract is a term of one (1) year commencing on the 1st day of January, 2015, and ending on the 31st day of December 2015.

- (5) Hockley County is paying for the services provided by Littlefield from current revenues available to Hockley County. In this regard, Hockley County represents and warrants that it has budgeted from its current revenues sufficient funds to pay for the cost of the services to be provided by Littlefield.
- (6) Notwithstanding anything to the contrary herein, Littlefield shall not be obligated to perform this Contract if Littlefield does not have the resources to perform the Contract for any reason whatsoever. In the event Littlefield cannot respond or cannot perform this Contract, Littlefield will dispatch the next closest unit.
- (7) Both parties acknowledge that they are authorized to enter into this Contract pursuant to the Texas Government Code, and agree that they have complied with all provisions of such Code and other applicable laws to make this a binding Contract between both parties.
- (8) This Agreement is performable in Lamb County, Texas and the parties agree that any suit arising from this Contract and Agreement Concerning Ambulance Service shall be brought to Lamb County, Texas.
- (9) The terms of this Agreement cannot be modified except by written agreement signed by all parties hereto.

SIGNED and entered this the 18 day of August, 2014.

LITTLEFIELD, TEXAS

By: 

Danny Marquez, Mayor

HOCKLEY COUNTY, TEXAS

By: 

Larry Sprowls
Hockley County Judge

**Motion by Commissioner Thrash, seconded by Commissioner Carter,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Interlocal Contract
between Hockley County and Lubbock County for medical examiner services, as per
Medical Examiner Services, fiscal Year 2015 recorded below.**

STATE OF TEXAS § MEDICAL EXAMINER SERVICES
 § FISCAL YEAR 2015
COUNTY OF LUBBOCK § HOCKLEY COUNTY

This AGREEMENT is entered into by and between the County of Lubbock, Texas, (hereinafter referred to as LUBBOCK COUNTY) and HOCKLEY COUNTY (hereinafter referred to as CONTRACTING COUNTY.)

WHEREAS it is in the public's interest to investigate fully sudden and unexplained deaths occurring in CONTRACTING COUNTY, Texas; and

WHEREAS, LUBBOCK COUNTY, through its Medical Examiner's Office has personnel available with the knowledge and expertise to provide professional medical examiner services; and

WHEREAS, CONTRACTING COUNTY desires to contract with LUBBOCK COUNTY for professional medical examiner services;

NOW THEREFORE, the parties hereto agree that CONTRACTING COUNTY shall retain LUBBOCK COUNTY as an independent contractor not an employee, for professional services more particularly described as follows:

**ARTICLE I
SERVICES TO BE PERFORMED**

LUBBOCK COUNTY, through the Lubbock County Medical Examiner's Office will:

1. Provide autopsy services in accordance with the following:
 - a. Texas Code of Criminal Procedure, §§ 49.01 and 49.25
 - b. Texas Health and Safety Code, §§ 671.011, 672.012 and Chapter 693
 - c. Occupations Code, Chap. 151 (The Medical Practice Act)
 - d. Texas Government Code, Chap. 552 (Public Information Act)
2. Upon request, perform autopsies in all instance required by and in a manner consistent with the Texas Code of Criminal Procedure, §§ 49.01 and 49.25. Autopsies will be performed upon request on individuals whose remains are discovered within CONTRACTING COUNTY or whose death is being investigated by a law enforcement agency with jurisdiction in CONTRACTING COUNTY. In those instances where the circumstances of the death indicate that the death may have been caused by unlawful means the autopsy shall be performed by a board certified pathologist or a board certified pathologist shall be present to observe the autopsy.
3. Fully document autopsies through the use of photography, laboratory analysis of tissue and other samples deemed necessary by the forensic pathologist.

4. Create a record, either electronic or printed, of the autopsy findings.
5. Allow attendance at the autopsy procedure by appropriate investigative agencies.
6. Permit appropriate investigative agencies to independently document the autopsy that they have been permitted to attend.

CONTRACTING COUNTY will:

1. Provide advance notification by either telephone or facsimile between the hours of 8:00 a.m. to 5:00 p.m. to request an autopsy. After hours, CONTRACTING COUNTY will contact the investigator on call by phone at 806-687-9434. A description of the circumstances known regarding the death shall also be provided.
2. Provide proper written authorization by CONTRACTING COUNTY authorities to conduct the autopsy.
3. Provide medical records of the deceased, when available.
4. Provide copies of the investigation reports of the law enforcement agency involved. Such reports shall remain the property of the law enforcement agency providing same. Records maintained by the Lubbock County Medical Examiner's Office are subject to the Texas Public Information Act. Texas Government Code § 502 *et seq.*
5. Retrieve evidence upon completion of autopsy services provided by LUBBOCK COUNTY. For purposes of this Agreement, evidence shall be defined as those items discovered or produced during or as a result of the autopsy, including but not limited to projectiles, clothing, sexual assault kits, and ligatures that can be offered as proof of a crime or a tort in a court of law. Should the evidence not be picked up within thirty (30) days of completion of the autopsy, CONTRACTING COUNTY shall be notified in writing of the following retrieval options:
 - a. CONTRACTING COUNTY shall send a representative to retrieve evidence; or
 - b. CONTRACTING COUNTY shall request that LUBBOCK COUNTY ship the evidence to CONTRACTING COUNTY, either by registered mail, return receipt requested, or overnight carrier, and LUBBOCK COUNTY shall invoice COUNTY for the cost of shipping, plus ten (10) percent; or
 - c. CONTRACTING COUNTY can request that LUBBOCK COUNTY destroy evidence. CONTRACTING COUNTY will send a letter to LUBBOCK COUNTY requesting and authorizing such destruction.

CONTRACTING COUNTY shall respond in writing to LUBBOCK COUNTY as to which option it has selected within ten (10) days of receipt of notice.

ARTICLE II AUTOPSY RECORDS

All written CONTRACTING COUNTY autopsy reports, laboratory tests and reports, data, documents, x-rays, photographs, field investigators' reports, correspondences, magnetic recordings, or other tangible items from which a report may be accurately reproduced ("Autopsy Records") will be retained by LUBBOCK COUNTY. A copy of the autopsy report and toxicology report will be provided to CONTRACTING COUNTY by LUBBOCK COUNTY. Other retained material will be available by specific request.

ARTICLE III COURT APPEARANCES

- A. Appearances during court hearings and trials are a critical function of medical examiner services, LUBBOCK COUNTY will cooperate, to the fullest extent of the law with the CONTRACTING COUNTY District Attorney and with any law enforcement agencies having jurisdiction over a given case.
- B. As part of the services under this Agreement, LUBBOCK COUNTY's forensic pathologist will appear as necessary during grand jury proceedings, depositions, court hearings and trials in criminal cases. Such appearances will be limited to those cases where the LUBBOCK COUNTY forensic pathologist performed the autopsy and to such other cases in which LUBBOCK COUNTY might agree to appear. The CONTRACTING COUNTY District Attorney's Office is authorized to request such appearances.
- C. LUBBOCK COUNTY shall be reimbursed, in accordance with Attachment A for all fees and expenses associated with such appearances as well as pre-trial consultation and record reviews, evidence shipping, and all travel expenses associated with any such appearances, including hotel, food, and mileage expenses.

ARTICLE IV CATASTROPHIC EVENTS

The parties acknowledge and agree that this Agreement is not intended to provide services with respect to either man-made or natural disasters or other large-scale emergencies. Neither LUBBOCK COUNTY nor CONTRACTING COUNTY will be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of LUBBOCK COUNTY or CONTRACTING COUNTY and which by the exercise of due diligence neither LUBBOCK COUNTY nor CONTRACTING COUNTY is able, wholly or in

part, to prevent or overcome. The parties agree to work together to secure assistance to the extent commercially reasonable from neighboring county pathologists, local physicians, or other entities capable of providing services required for investigating those deaths covered by this section. CONTRACTING COUNTY will provide financial assistance in an amount to be determined by the CONTRACTING COUNTY Commissioners in exceptional situations of a CONTRACTING COUNTY emergency or disaster.

ARTICLE V CREDENTIALING

LUBBOCK COUNTY shall maintain at least one board certified forensic pathologist for the duration of this Agreement. All physicians hired to perform services under this Agreement will hold appropriate credentials according to standards of practice for forensic pathology or will meet those standards within a time frame established prior to their employment. LUBBOCK COUNTY shall select and assign specific forensic pathologists to provide medical examiner services for CONTRACTING COUNTY and shall, upon request, provide current copies of all licensure, credentialing, insurance and such other relevant information for each forensic pathologist rendering services for CONTRACTING COUNTY under this Agreement to the extent such information is not privileged or confidential by law.

ARTICLE VI COMPENSATION

- A. Payment for services shall be reimbursed by CONTRACTING COUNTY in accordance with Attachment A.
- B. In addition, during the term of this Agreement, CONTRACTING COUNTY will reimburse LUBBOCK COUNTY for expenses directly related to each autopsy and as required, including but not limited to:
 - 1. Laboratory tests, including toxicology;
 - 2. Radiology, including x-rays;
 - 3. Dental examinations, including x-rays;
 - 4. Anthropology examinations, including x-rays.
- C. LUBBOCK COUNTY will invoice CONTRACTING COUNTY upon completion of an autopsy and payment from CONTRACTING COUNTY shall be remitted within 30 days of receipt of invoice. Invoices presented to CONTRACTING COUNTY for fees, evidence shipping, and travel expenses shall be paid within 30 days of receipt of invoice.
- D. LUBBOCK COUNTY will send an invoice for payment to CONTRACTING COUNTY at, 802 HOUSTON ST, SUITE 101, LEVELLAND, TX 79336. CONTRACTING COUNTY will send payment to LUBBOCK COUNTY at Lubbock County Medical Examiner's Office, P.O. Box 10536, Lubbock, TX 79408.

**ARTICLE VII
TERM AND TERMINATION**

- A. The original term of this Agreement begins October 1, 2014 and ends September 30, 2015.
- B. This Agreement may be renewed annually by mutual agreement of the parties.
- C. Upon early termination of this Agreement for any reason, LUBBOCK COUNTY shall be entitled to receive the unpaid accrued compensation on a pro rata basis as of the date of termination.

**ARTICLE VIII
RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement is intended nor shall be construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement. The sole interest and responsibility of the parties is to ensure that the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

**ARTICLE IX
NOTICE**

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be hand delivered or mailed by certified or registered mail. Such written notice shall be addressed as set forth below or to such other addresses as may be specified by written notice:

LUBBOCK COUNTY: Thomas V. Head
 Lubbock County Judge
 P.O. Box 10536
 Lubbock, TX 79408-3536

With a copy to: Sridhar Natarajan, M.D., M.S.
 Lubbock County Chief Medical Examiner
 4434 South Loop 289
 Lubbock, TX 79414

CONTRACTING COUNTY: Larry Sprowls
 Hockley County Judge
 802 Houston St, Suite 101
 Levelland, TX 79336

**ARTICLE X
GENERAL PROVISIONS**

- A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas; venue shall be in Lubbock County, Texas.
- B. If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this Agreement provided that invalid provisions are not material to the overall purpose and operation of this Agreement. The remaining provisions of this Agreement shall remain in full force and shall in no way be effected, impaired, or invalidated.
- C. Neither party shall have the right to assign or transfer their rights to any third parties under this Agreement without prior written consent of the non-transferring party.
- D. Any waiver of any provision of this Agreement must be in writing signed by the person against whom the waiver is asserted; the waiver of enforcement of any provision of this Agreement shall not constitute waiver of any other provision of this Agreement.
- E. This Agreement and its Attachment A constitute the entire Agreement between the parties and no oral representation between the parties made prior to or after the execution of this Agreement will be given any force and effect unless reduced to writing and signed by both parties.
- F. The terms of this Agreement may not be changed, modified or amended except by written agreement of CONTRACTING COUNTY and LUBBOCK COUNTY.

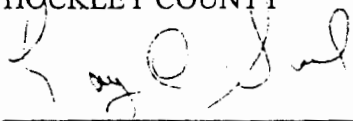
IN WITNESS WHEREOF, the undersigned parties do hereby bind themselves to the faithful performance of this Agreement.

Signed this 26th day of August, 2014.

LUBBOCK COUNTY

Tom Head, County Judge

HOCKLEY COUNTY



Larry Sprowls, County Judge



ATTEST:

Kelly Pinion, County Clerk

ATTEST:

Wendy Dumula

COUNTY CLERK



APPROVED AS TO CONTENT:

Sridhar Natarajan, M.D., M.S.
Chief Medical Examiner

APPROVED AS TO CONTENT:

REVIEWED FOR FORM:

Donna Clarke
Civil Division
Criminal District Attorney's Office

REVIEWED FOR FORM:

ATTACHMENT A
FEE SCHEDULE

- I. Autopsy limited discovered remains (\$500 - \$2,000)
- Human vs Nonhuman
- Analysis limited to received remains and may require expanded analysis with possible reclassification.
(The LCME will discuss with submitting agency prior to further workup.)
- II. Autopsy External \$2,000
- Limited with acceptable medical documentation consistent with autopsy examination
 - Includes:
 - a. Basic toxicology
 - b. CD of autopsy photographs (as allowed by state law)
 - c. Fingerprints
- III. Autopsy External and specific anatomic sites as determined by LCME \$2,000 - \$3,000
- Forensic autopsy cost based and decided on extent of examination
 - Factors include extent of records and illnesses/trauma
 - Includes:
 - a. Basic toxicology
 - b. CD of autopsy photographs (as allowed by state law)
 - c. Fingerprints
- IV. Autopsy LEVEL I Case \$3,000
- Includes:
 - a. Forensic autopsy with full examination
 - b. Basic toxicology
 - c. CD of autopsy photographs (as allowed by state law)
 - d. Fingerprints
- V. Autopsy LEVEL II Case \$4,000
- Types of Level II Cases
 - a. Medical cases beyond scope of Level I
 - b. Aircraft fatalities
 - c. Other deaths that result in examination or studies beyond the scope of Level I cases
 - d. Extensive investigative review
 - Includes:
 - a. Forensic autopsy to determine cause of death (Manner to be determined by Justice of the Peace)
 - b. Basic toxicology
 - c. CD of autopsy photographs (as allowed by state law)
 - d. Fingerprints
- VI. The following types of cases are examples that could be Level I or Level II depending on circumstances and extent of autopsy findings:
 - a. Homicides
 - b. Traumatic injuries
 - c. Motor vehicle
 - d. Decomposed
 - e. Child deaths
 - f. Blunt trauma, gunshot, or sharp force wounds
 - g. Circumstance and evidence collection related deaths
 - h. Asphyxial, thermal, electrical, in custody deaths, suicides, and undetermined
- VII. Additional Fees May Apply (NOT A COMPREHENSIVE LIST):
These services will be charged at the rates listed or at the actual cost of the services plus 10%.

- X-Rays (\$15 per digital)/In the unexpected event of loss of digital capacity and a required need for film processing, the fees will be \$75 (minimum two) and \$40 for each additional x-ray.
- Drugs of abuse and select groups of major prescriptions and certain illicit substances.
- Solid tissue toxicology (Ex: from advanced decomposed remains) depending on required testing. Typical charges for this test is approximately \$500 for single solid organ basic toxicology testing.
- Special immuno-histochemical stains cost dependent on the test required.
- Microbiology studies such as:
 - a. Anaerobic/aerobic tissue culture
 - b. Anaerobic/aerobic blood culture
 - c. Respiratory viral tissue panel
 - d. HIV
 - e. Viral hepatitis panel
- Vitreous electrolyte studies
- Vitreous toxicology
- Neogen panel
- Special histology stains such as:
 - a. Gram stain
 - b. GMS stain
 - c. PAS stain
- Mitochondrial DNA
- Hair analysis for toxicology
- Toxicology for volatiles
- Forensic Anthropology
- Forensic Odontology
- Forensic Entomology
- Recuts of glass slides
- Shipping and handling charges
- Criminal trial preparation, travel and testimony fees - \$325 per hour. Actual reimbursement for all other associated travel expenses.
- Exhibit and photograph preparation cost estimate to be provided upon request
- Library and literature search as required - \$75 per hour.

Above are studies that are not typical. If and when they are necessary, the Justice of the Peace will be contacted with estimated costs before tests are ordered.

It is expected the remains, once the autopsy is completed, will be transferred within 48 hrs. Exceptions can be made on a case by case basis and requires approval by Chief LCME.

**Motion by Commissioner Carter, seconded by Commissioner Clevenger
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Sheriff's and
Constables Fees to stay the same as 2014 for 2015, as per Sheriff's Letter recorded
below**



R. C. Cheek
Sheriff, Hockley County

J. C. Warren
Chief Deputy

7-31-14

After reviewing the Hockley County Sheriff and Constable Fees for 2014, all fees are comparable to the surrounding counties. Therefore, no changes need to be made for 2015.

R.C. Cheek
R.C. Cheek, Sheriff

Hockley County Sheriff's Office
1310 Ave H
Levelland, TX 79336
Ph (806)894-3126
Fax (806)897-0750

VOL. 61 PAGE 399

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



July 18, 2014

The Honorable Irene Gonzalez Gumula
County Clerk
Hockley County
802 Houston St., Suite 213
Levelland, Texas 79336-3706

Dear Ms. Gumula:

Our office is in the process of compiling the *2015 Sheriffs' and Constables' Fees* report as required under Texas Local Government Code Section 118.131. This law requires each commissioners court to set fees charged for civil services by the offices of the sheriff and constables and directs that these fees be reported to the Comptroller.

By law, each year these fees must be set before Oct. 1 and reported to the Comptroller's office no later than Oct. 15. We will compile and publish the report and the new fees become effective on Jan. 1, 2015. Failure to meet this deadline will result in 2014 fees remaining in effect throughout 2015. Even if there are no fee changes, please review the fees to make sure they are correct.

Enclosed are instructions for reporting the 2015 fees to our office. To review and file your county's revised fees, please use the following digit access ID code to gain access: 32654791. Please complete the *2015 Sheriffs' and Constables' Fees* report electronically by Oct. 15, 2014. Be aware that even if the county has no changes in fees, the county is still responsible for reporting that information to the Comptroller's office. The county is also responsible for reviewing the listed fees for accuracy.

The *2015 Sheriffs' and Constables' Fees* report will be available on our Texas Ahead website at www.texasahead.org/lga/sheriffs on Jan. 1, 2015.

If you need assistance completing the report, please contact Frank Alvarez of our Economic Development and Analysis Division at frank.alvarez@cpa.state.tx.us or 1-800-531-5441, ext. 6-9231.

Sincerely,

A handwritten signature in cursive script that reads "Susan Combs".

Susan Combs

Enclosure

cc: The Honorable Larry D. Sprowls
Frank Alvarez, EDA Regional Representative

VOL 61 PAGE 400

Sheriffs' and Constables' Fees Update
Due by Oct. 15, 2014

ATTENTION: County Judge and Commissioners Court

Changes to your Sheriffs' and Constables' fees for 2015, as authorized by Texas Local Government Code Section 118.131, must be submitted to the Comptroller's office no later than Oct. 15, 2014. To meet this deadline and to comply with the law, you must:

- place this item on your commissioners court meeting agenda
- adopt the fees before Oct. 1, 2014

ATTENTION: County Clerk

To report your 2015 fees, go to www.texasahead.org/lga/sheriffs and click on the blue "Report Fee Updates" button. This will bring up the Sheriffs' and Constables' Fees reporting tool. Enter the access code listed on the enclosed letter and select Submit. The new page will list current fees in effect for your county.

- If there are no changes, please indicate by marking "**Submit With No Fee or Address Changes.**"
- Enter the required information and submit.

OR

- If the commissioners court adopted changes on or before Oct. 1, 2014, please indicate by marking "**Submit With Fee or Address Changes.**"
- Enter the required information and use the **Submit** button to go to the next page.
- Change or add any new fees your county may have adopted for 2015.
- Use the tool bar located above the list of fees to add new fees or to change the address and/or phone number that you want to appear in the online report.
- When all changes have been completed, use the **Submit** button at the bottom of the page.

Thank you for your assistance with this matter. If you have questions, please contact your regional representative at frank.alvarez@cpa.state.tx.us or 1-800-531-5441, ext. 6-9231.

**Motion by Commissioner Carter, seconded by Commissioner Barnett,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve housing overflow
inmates in Yoakum County, as per Intergovernmental Agreement recorded below.**

The State of Texas

County of Yoakum

Intergovernmental Agreement between YOAKUM COUNTY
and HOCKLEY COUNTY regarding housing of
HOCKLEY COUNTY Prisoners in the YOAKUM COUNTY Jail

The County of Yoakum, Texas hereafter referred to as "YOAKUM" and the County of Hockley, Texas, hereafter referred to as "HOCKLEY" enter into the following agreement concerning the incarceration of the overflow prisoners of Hockley County, Texas, and said agreement is set out in full hereafter.

- 1 YOAKUM hereby agrees to house overflow prisoners incarcerated by HOCKLEY if space is available. The availability of the space shall be determined by the YOAKUM County Sheriff in accordance with the current jail regulations as set out by The Texas Commission on Jail Standards concerning the operations of Jails and categories of prisoners. YOAKUM shall assess a fee for housing said prisoners at the rate of \$34.00 per day per prisoner, and YOAKUM shall bill HOCKLEY on a monthly basis for said cost in an itemized statement showing the number of days each individual prisoner housed by YOAKUM. The day the prisoner is booked in will be charged. The day the inmate is booked out will not be charged. Payments will be paid upon billing and in accordance with the procedures agreed upon by the County of HOCKLEY and the County of YOAKUM.
- 2 HOCKLEY shall pay for any and all hospital and health care services and prescription drugs provided to any prisoners housed by YOAKUM for HOCKLEY. All health care bills will be paid at the Standard Indigent Health Care Rate. In the event a HOCKLEY prisoner must be hospitalized, HOCKLEY will provide guard duty after the first twenty-four hours the prisoner is hospitalized and until his return to Jail. In the event a HOCKLEY prisoner must see a doctor other than the one in Plains, YOAKUM County, Texas, HOCKLEY will furnish transportation and the proper personnel. Non prescription medications will be administered without charge by YOAKUM.
- 3 HOCKLEY agrees to comply with all booking procedures and paperwork prior to admittance to YOAKUM. YOAKUM agrees to furnish HOCKLEY a copy of required forms and procedures.
- 4 YOAKUM and HOCKLEY hereby agree that YOAKUM will not house any injured prisoners unless HOCKLEY has furnished an acceptable medical release signed by medical personnel certifying the prisoner may be incarcerated.
- 5 YOAKUM will not house chronically ill prisoners that require extended medical treatment.
- 6 YOAKUM further agrees that should a prisoner be injured while housed by YOAKUM, that YOAKUM will within ten(10) hours notify HOCKLEY of said injury and provide HOCKLEY with copies of all incident reports related to said injury.
- 7 The YOAKUM County Sheriff reserves the right to refuse or remove any inmate from the YOAKUM County Jail if it is in the best interest of YOAKUM County. HOCKLEY shall promptly arrange to take custody of its prisoner if so requested by YOAKUM County Sheriff.
- 8 HOCKLEY shall be fully responsible and liable for all suits, claims, damages, losses and/or expenses, including reasonable attorney's fees, but only in regard to transfer of prisoners by HOCKLEY and duties herein assigned to HOCKLEY, and specifically excluding the actual incarceration of prisoners by YOAKUM. HOCKLEY retains full liability for each

- prisoner until that prisoner has been processed and booked into the YOAKUM County Jail.
- 9 YOAKUM shall be fully responsible and liable for all suits, claims, damages, losses and/or expenses, including reasonable attorney's fees arising out of YOAKUM performance or non-performance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by YOAKUM County Jail and specifically excluding the transfer of prisoners to and from YOAKUM unless transported by YOAKUM.
- 10 The term of this agreement will be one(1) year commencing _____ .
It shall be automatically renewed thereafter unless either party gives notice of cancellation no less than sixty(60) days prior to the end of the contract term.
Either party may seek to renegotiate this agreement no less than sixty(60) days prior to the end of the contract term.
- 11 All agreements between the parties are set out in this agreement and no prior agreement not contained herein shall be enforceable against either party.

ACCEPTED, APPROVED and WITNESSED our hands this the _____ day of _____, 2014.

County of Yoakum

BY: _____

Jim Barron
Yoakum County Judge

APPROVED

Dan Corzine
Yoakum County Sheriff

ATTEST:

Deborah Rushing
Yoakum County Clerk

REVIEWED FOR FORM:

Yoakum County Attorney

County of Hockley

BY: _____

Larry Sprowls
Hockley County Judge

APPROVED

R. C. Cheek
Hockley County Sheriff

ATTEST:

Irene Gumula
Hockley County Clerk

REVIEWED FOR FORM:

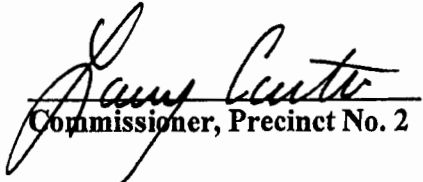
Hockley County Attorney

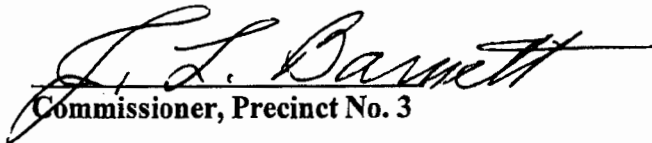
Commissioners' Court tabled to approve the sale of the Sheriff's Office drug dog to the Levelland Police department, no action taken.

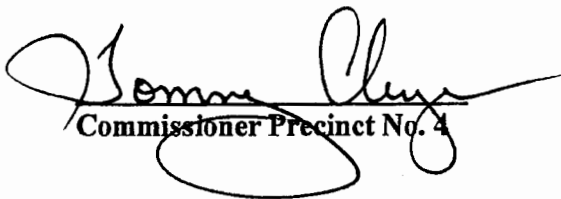
There being no further business to come before the Court, the Judge declared
Court adjourned, subject to call.


The foregoing Minutes of a Commissioners' Court meeting held on the 26th
day of August, A. D. 2014, was examined by me and approved.

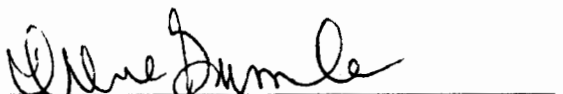

Commissioner, Precinct No. 1


Commissioner, Precinct No. 2


Commissioner, Precinct No. 3


Commissioner Precinct No. 4


County Judge


IRENE GUMULA, County Clerk, and
Ex-Officio Clerk of Commissioners' Court
Hockley County, Texas