

**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 Monday, the 20TH day of November 2023 at 9:00 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 the Special Meeting held at 9:00 a.m. on Monday, November 13, 2023.
2. Consider for approval all monthly bills and claims submitted to the Court and dated through November 20, 2023.
3. Consider and take necessary action to approve the Memorandum of Understanding between South Plains Community Action Association and Hockley County Public Assistance & Indigent Health Care.
3. Consider and take necessary action to canvass the returns of the November 7, 2023 Constitutional Amendment Election.
5. Consider and take necessary action to approve two road crossings in Precinct 1, said crossings being on Yearling Road and Deer Road.
4. Consider and take necessary action to approve the Interlocal Agreement between Hockley County and Lamb County for the trial of Cause No. 19-10-9716, the State vs. Jeremy Atchison in the 286th Judicial District Court of Hockley County to be heard in Lamb County by Judge Pat Phelan.

COMMISSIONERS COURT OF HOCKLEY COUNTY, TEXAS.

BY: Sharla Baldrige
Sharla Baldrige, Hockley County Judge

Filed for Record
at _____ o'clock _____ M.

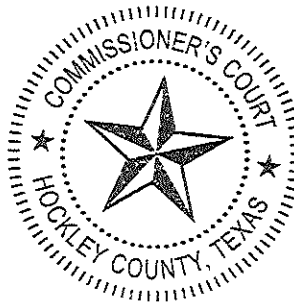
NOV 16 2023

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 16TH day of November 2023, and said Notice remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 16TH day of November 2023.

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
NOVEMBER 20, 2023

Be it remembered that on this the 20th day of NOVEMBER A.D. 2023, 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 D. Wisdom	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
Seth Graf	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger ABSENT	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 Commissioner Graf, second by Commissioner Wisdom, 3 Votes Yes, 0 Votes No, that Commissioners court approved the minutes of the Regular Meeting held at 9:00 a.m. on Monday, November 13, 2023.

Motion by Commissioner Wisdom, second by Commissioner Carter, 3 Votes Yes, 0 Votes No, that Commissioners court approved all monthly claims and bills submitted to the court and dated through November 20, 2023.

Motion by Commissioner Carter, second by Commissioner Graf, 3 votes yes, 0 votes no, that Commissioner Court approved the Memorandum of Understanding between South Plains Community Action Association and Hockley County Public Assistance & Indigent Health Care. As per Memorandum Of understanding between South Plains Community Action Association, and Hockley County Public Assistance & Indigent HealthCare recorded below.

MEMORANDUM OF UNDERSTANDING BETWEEN
SOUTH PLAINS COMMUNITY ACTION ASSOCIATION INC. (SPCAA)
AND

HOCKLEY COUNTY PUBLIC ASSISTANCE & INDIGENT HEALTH CARE
NAME OF PARTNERSHIP AGENCY

This Memorandum of Understanding (MOU), while not a legally binding document, does indicate a voluntary agreement to assist in the collaborative partnership described herein.

Project Name: Community Partnership

Project Narrative: To develop a working partnership between SPCAA and the Partnership Agency above to provide support services for individuals within the community.

Partnership Agency Service Area: HOCKLEY COUNTY

Partnership Agency Service Type: Employment (SRV1) Education (SRV 2)
 Income & Asset Building (SRV 3) Housing (SRV 4) Health (SRV 5) Civic Engagement (SRV 6)
 Other (SRV 7) SOCIAL SERVICES TO LOW INCOME POPULATION

South Plains Community Action Association, Inc. agrees to:

- Refer individuals to Partnership Agency
- Receive referrals from Partnership Agency and provide feedback to Partnership Agency as to whether the referred individuals were assisted or denied
- Provide office space for Partnership Agency to conduct outreach & complete applications

Address: _____ Frequency: _____

- Serve as guest speaker at Partnership Agency's meetings to explain SPCAA's services
- Assist with publicity and promotion of Partnership Agency's programs, and distribute Partnership Agency's program information
- Participate as a volunteer or sponsor at Partnership Agency's outreach events
- Other: _____

Partnership Agency agrees to provide the following supporting services (check all that apply):

- Refer individuals to SPCAA's programs
- Receive referrals from SPCAA and provide feedback as to whether the referred individuals were assisted or denied
- Provide office space for SPCAA staff to conduct outreach & complete applications

Address: _____ Frequency: _____

- Serve as guest speaker at SPCAA's staff development meetings to explain more about Partnership Agency's services
- Assist with publicity and promotion of SPCAA's programs, and distribute SPCAA program information
- Provide workshops (Topic Areas : _____)
- Participate as a volunteer or sponsor at SPCAA outreach events
- Other: _____

This MOU shall begin upon signatures from both parties. The agreement is renewable every two years unless either party gives a 30-day written notice of intent to withdraw from the partnership.

Partnership Agency Information

Name: HOCKLEY COUNTY PUBLIC ASSISTANCE AND INDIGENT HEALTH CARE
Address: 802 HOUSTON ST., STE. 109
City/State/Zip: LEVELLAND, TEXAS 79336
Phone: 806-894-4264

Sharla Baldrige
Partnership Agency Representative Printed Name
Sharla Baldrige
Partnership Agency Representative Signature
Hockley County Judge
Title
11/20/2023
Date

SPCAA Information

South Plains Community Action Association, Inc.
P.O. Box 610/411 Austin St
Levelland, TX 79336
(806) 894-6104

W. D. POWELL, JR.
SPCAA Representative Printed Name
[Signature]
SPCAA Representative Signature
EXECUTIVE DIRECTOR
Title
11/28/2023
Date

Motion by Commissioner Carter, second by Commissioner Graf, 3 Votes Yes, 0 Votes No, that Commissioners court approved to canvass the returns of the November 7, 2023, Constitutional Amendment Election. As per Canvass of General Election recorded below.

CANVASS OF GENERAL ELECTION

I, Sharla Baldrige County Judge
(name) (office)
of Hockley County, Texas, met with the Commissioners Court
(political subdivision holding election) (body acting as canvassing board)
sitting as the canvassing board to canvass the general election of November 7, 2023
on November 20th, 2023 at Levelland, Texas.

I certify that the figures on the tally sheets correspond with the figures on the returns.

Witness my hand this 20th day of November, 2023.


Presiding Officer of Canvassing Authority

RETURN SHEET
 (PAGINA DE DATOS SOBRE
 EL RESULTADO DE LA ELECCION)

Pct. No. (Num. de Pct.)	Authority Conducting Election (Autoridad Administrando la Elección)
ALL	HOCKLEY COUNTY
Date of Election (Fecha de la Elección)	Type of Election (Tipo de Elección)
11/7/2023	SPECIAL

Name of candidate (or "For" and "Against") (Nombre del candidato) (o "A favor de" y "En contra de")	Office Sought or Proposition (Puesto oficial solicitado o Proposición)	No. of votes received (Núm. de votos recibidos)
FOR	PROPOSITION 1	1733
AGAINST		152
FOR	PROPOSITION 2	1227
AGAINST		616
FOR	PROPOSITION 3	1513
AGAINST		332
FOR	PROPOSITION 4	1692
AGAINST		172
FOR	PROPOSITION 5	1374
AGAINST		480
FOR	PROPOSITION 6	1596
AGAINST		267
FOR	PROPOSITION 7	1369
AGAINST		467
FOR	PROPOSITION 8	1315
AGAINST		523
FOR	PROPOSITION 9	1642
AGAINST		243

Total number of voters who voted as indicated by poll list.
 (Numero total de votantes que votaron según la lista de votantes.) 1909

I, the undersigned, the presiding judge for the above described election held at the above designated election precinct, do hereby certify that the above return is a true and correct return for said election.

(Yo, el abajo firmado juez presidente de la elección señalada arriba que se llevó a cabo en el precinto electoral designado arriba, por lo presente certifico que los datos de arriba son los resultados verdaderos y correctos de dicha elección.)

DATED this the 16th day of NOVEMBER, 2023.

(FECHADA este día 16th de NOVEMBER, 2023.

SEE PAGE 2

 Presiding Judge
 (Juez Presidente)

Motion by Commissioner Wisdom, second by Commissioner Graf, 3 votes yes, 0 votes no, that Commissioners Court approved the two road crossings in Precinct 1, said crossings being on Yearling Road and Deer Road. As per Petition and Order recorded below.

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF TRIPLE G CONSTRUCTION, INC. FOR
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS
ORDER

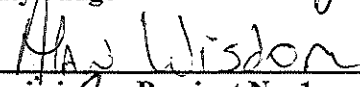
This cause coming on to be upon the petition of TRIPLE G CONSTRUCTION, INC., hereinafter referred to as "Petitioner". The Board finds that in order that Petitioner may carry out its corporate objects and powers, it is necessary for it to lay, construct, operate and maintain buried cable across certain county roads situated in Hockley County, Texas, as set forth in the Petitioner's application filed herein.

THEREFORE, IT IS HEREBY ORDERED that, subject to the conditions herein after set forth, said Petitioner, TRIPLE G CONSTRUCTION, INC. is hereby granted permission and authority to lay, construct, operate and maintain buried cable across certain county roads at the locations set forth in Exhibits "A" and "B" attached to the application of Petitioner herein, which Exhibits "A" and "B" and application are hereby made a part of this order as fully as if set out in length herein provided.

1. The Petitioner shall, in constructing said buried cable undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said buried cable undercrossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each buried cable undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said buried cable are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
3. So long as said buried cable are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said buried cable undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.
4. Should Petitioner remove said buried cable from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.
5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said buried cable by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.



County Judge



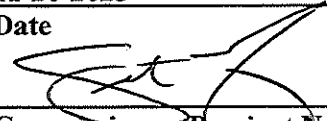
Commissioner, Precinct No. 1



Commissioner, Precinct No. 2

11-20-2023

Date



Commissioner, Precinct No. 3

Absent

Commissioner, Precinct No. 4

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF Triple Construction FOR
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

Comes now, the Petitioner, Jimmy Condo, a corporation of the State of Texas, and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain buried phone lines under and across certain county roads situated in Hockley County, Texas, which said buried phone lines are to be used for the purpose of transporting phone service from the Petitioner's sources of supply to Petitioner's markets.

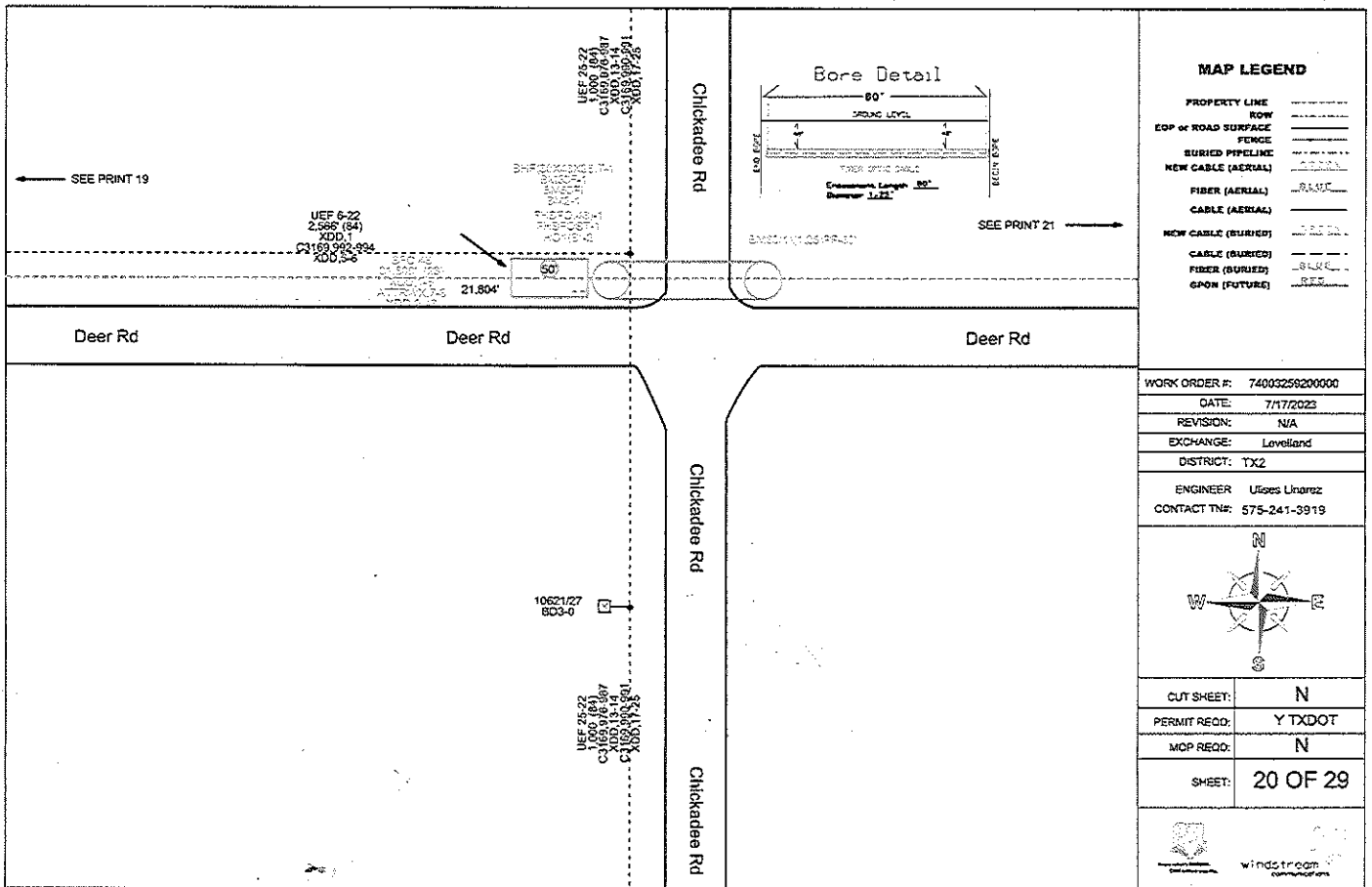
The location of the points at which Petitioner wishes to undercross said county roads with said phone lines and the general specifications are more particularly described on a map marked Exhibit "A" and general specifications marked Exhibit "B", all of which are attached hereto and made a part of this application. Petitioner represents and states that if granted the authority herein requested, it will conform with and abide by the rules of all persons and bodies having jurisdiction and by the following conditions:

1. The Petitioner shall, in constructing said phone lines under crossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said phone lines under crossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each phone lines undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said phone lines are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
3. So long as said phone lines are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said phone lines undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.
4. Should Petitioner remove said phone lines from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.
5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said phone lines by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.

Wherefore, your Petitioner respectfully prays that your Honorable Board enter and order herein authorizing Petitioner to use and occupy the portions of the roads in Hockley County, Texas, more particularly herein above set out and described and at the locations shown and set out in said Exhibits "A" and "B" attached to this application.

DATED this 17 day of November, 2023.

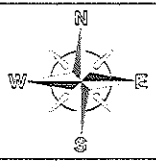
BY: 



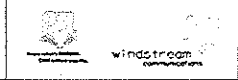
MAP LEGEND

- PROPERTY LINE -----
- ROW -----
- EOP of ROAD SURFACE -----
- FENCE -----
- BURIED PIPELINE -----
- NEW CABLE (AERIAL) -----
- FIBER (AERIAL) -----
- CABLE (AERIAL) -----
- NOW CABLE (BURIED) -----
- CABLE (BURIED) -----
- FIBER (BURIED) -----
- GPOW (FUTURE) -----

WORK ORDER #:	7400325020000
DATE:	7/17/2023
REVISION:	N/A
EXCHANGE:	Loveland
DISTRICT:	TX2
ENGINEER:	Ulises Linares
CONTACT TNR:	575-241-3919



CUT SHEET:	N
PERMIT REQ:	Y TXDOT
MOP REQ:	N
SHEET:	20 OF 29



BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF WEST TEXAS GAS FOR AUTHORITY TO
USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

Comes now, the Petitioner, CHAD TANQUARY, of the WEST TEXAS GAS, and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain buried NATURAL GAS PIPELINES under and across certain county roads situated in Hockley County, Texas, which said buried NATURAL GAS PIPELINES are to be used for the purpose of transporting NATURAL GAS from the Petitioner's sources of supply to Petitioner's markets.

The location of the points at which Petitioner wishes to undercross said county roads with said pipelines and the general specifications are more particularly described on a map marked Exhibit "A" and general specifications marked Exhibit "B", all of which are attached hereto and made a part of this application. Petitioner represents and states that if granted the authority herein requested, it will conform with and abide by the rules of all persons and bodies having jurisdiction and by the following conditions:

1. The Petitioner shall, in constructing said pipelines undercrossing, cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said pipelines undercrossing in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each pipeline undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said pipelines are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
3. So long as said pipelines are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said pipelines undercrossing, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.
4. Should Petitioner remove said pipelines from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.
5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said pipelines by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.

Wherefore, your Petitioner respectfully prays that your Honorable Board enter and order herein authorizing Petitioner to use and occupy the portions of the roads in Hockley County, Texas, more particularly herein above set out and described and at the locations shown and set out in said Exhibits "A" and "B" attached to this application.

DATED this 23rd day of October, 2023.

BY 

SYS 210 Extension

Legend



SYS 210 Extension

Legend



Google Earth

Image © 2023 Airbus

2000 ft



BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF WEST TEXAS GAS FOR AUTHORITY TO
USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

ORDER

This cause coming on to be upon the petition of WEST TEXAS GAS, hereinafter referred to as "Petitioner". The Board finds that in order that Petitioner may carry out its corporate objects and powers, it is necessary for it to lay, construct, operate and maintain GAS PIPELINES across certain county roads situated in Hockley County, Texas as set forth in the Petitioner's application filed herein.

THEREFORE, IT IS HEREBY ORDERED that, subject to the conditions herein after set forth, said Petitioner, WEST TEXAS GAS is hereby granted permission and authority to lay, construct, operate and maintain pipelines across certain county roads at the locations set forth in Exhibits "A" and "B" attached to the application of Petitioner herein, which Exhibits "A" and "B" and application are hereby made a part of this order as fully as if set out in length herein provided.

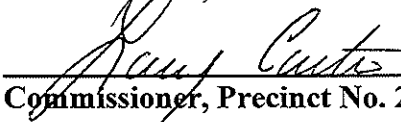
1. The Petitioner shall, in constructing said pipeline undercrossing(s) cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said pipeline undercrossing(s) in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each pipeline undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said pipelines are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
3. So long as said pipelines are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said pipeline undercrossing(s), needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.
4. Should Petitioner remove said pipelines from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.
5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said pipelines by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.



County Judge



Commissioner, Precinct No. 1



Commissioner, Precinct No. 2

11-20-2023

Date



Commissioner, Precinct No. 3

Absent

Commissioner, Precinct No. 4

Motion by Commissioner Carter, second by Commissioner Wisdom, 3 votes yes, 0 votes No, that Commissioners Court approved the Interlocal Agreement between Hockley County and Lamb County for the trial of cause No. 19-10-9716, the State vs. Jeremy Atchison in the 286th Judicial District Court of Hockley County to be heard in Lamb County by Judge Pat Phelan. As per Interlocal Agreement between Hockley County, Texas and Lamb County, Texas recorded below.

**INTERLOCAL AGREEMENT BETWEEN
HOCKLEY COUNTY, TEXAS AND LAMB COUNTY, TEXAS**

THIS INTERLOCAL AGREEMENT is entered into this 13 of November, 2023, by and between the COUNTY OF HOCKLEY, TEXAS, acting by and through its duly authorized representatives, the Hockley County Commissioners Court, Sharla Baldrige, County Judge (hereinafter referred to as "Hockley County") and COUNTY OF LAMB, TEXAS acting by and through its duly authorized representatives, the Lamb County Commissioners Court, James DeLoach, County Judge (hereinafter referred to as "Lamb County").

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code: and

WHEREAS, the governing bodies of the above-named Governmental Units find this undertaking is necessary for the benefit of the public, and each party has the legal authority to provide the governmental function(s) or service(s) which are the subject matter of this Agreement; and Governmental Units find the performance of this Agreement is in the common interest of both parties; and

WHEREAS on October 24, 2023, District Judge Jay Michael "Pat" Phelan signed an Order Changing Venue in Cause Number 19-10-9716, entitled the State of Texas v. Jeremy Atchison, attached as hereto as Exhibit "A" and incorporated herein by reference, transferring venue in that case to Lamb County, Texas for the purpose of a jury trial; and

WHEREAS, the governing bodies of the above-named Governmental Units, both being political subdivisions of the State of Texas, desire to enter into an agreement whereby Lamb County will provide to Hockley County use of its facilities, including but not limited to: the District Courtroom, jury room, Judge's chambers, witness and conference rooms; one inmate meal per day and assistance with Courtroom security, for the purpose of conducting a jury trial in Cause No. 19-10-9716 in December 2023;

FOR AND IN CONSIDERATION of the mutual undertaking hereinafter set forth and for adequate consideration given, the above-named Governmental Units agree as follows:

**I.
TERM**

This agreement shall become effective upon the date of execution by the last party signing the Agreement, and shall continue in full force until the completion of the jury trial. The sole purpose of this Agreement is to facilitate the conducting of a jury trial, including jury selection, in Cause No. 19-10-9716. Should the Cause no longer need to be tried to a jury in Lamb County, this Agreement becomes null.

The Court's Scheduling Order for Cause No. 19-10-9716 is attached hereto as "Exhibit B" and incorporated herein by reference. Hockley County and Lamb County have a mutual understanding of the nature of jury trials, and anticipate there may be some changes in dates as the trial date approaches.

Should the Scheduling Order be modified between the time of execution of this Agreement and commencement of trial, Hockley County will provide Lamb County the modified order as soon as possible.

II. PAYMENT FOR SERVICES

Lamb County will bill Hockley County for services provided. Payment shall be made by Hockley County to Lamb County as invoices are provided to Hockley County. Lamb County shall submit an itemized invoice for services to Hockley County, in arrears. The invoice will be in itemized form, and include a description of charges. Lamb County will remit the invoice in a timely manner, not later than forty-five (45) days after the date the trial concludes. The invoice may be delivered personally, by facsimile, by mail, email or by other reliable sources.

Invoice will be submitted to: Hockley County Auditor
Hockley County Courthouse
802 Houston, Ste 103
Levelland, Texas 79336

Hockley County will make payment to Lamb County within forty-five (45) calendar days after receipt of the invoice. Payment will be in the name of Lamb County and will be remitted to:

Lamb County Treasurer
Lamb County Courthouse
100 6th Drive, Room 111
Littlefield, Texas, 79339

III. RESPONSIBILITIES OF LAMB COUNTY

Lamb County will provide the use of its facilities (the District Courtroom, jury room, Judge's chambers, witness and conference rooms; courthouse) for the purposes of Hockley County conducting a jury trial in Cause No. 19-10-9716. Lamb County will assist Hockley County in providing courtroom security and bailiff services. During the pendency of the trial, Lamb County will assist Hockley County in the provision of Courtroom security during any proceedings, as Lamb County deputies are available to do so. Lamb County will allow use of its metal detector and other courthouse security equipment during the jury trial, to be operated by either Lamb County or Hockley County.

Lamb County will provide one mid-day meal per day for the inmate at no cost to Hockley County. Depending on scheduling needs, time allotted, inmate behavior, and security assessments, Lamb County will either provide this meal for consumption at the courthouse, or Hockley County will transport the inmate to and from the Lamb County Jail for the purpose of his being provided the meal.

Lamb County will generate the list of potential jurors utilizing an approved method pursuant to the Texas Code of Criminal Procedure. Lamb County will provide the list of jurors to Hockley County.

Hockley County will mail the jury summons in a manner that is compliant with all requirements of Texas Code of Criminal Procedure Articles 33 and 34, et. Seq., but will use Lamb County Juror Summons envelopes/labeling to do so. Lamb County will provide requisite "Lamb County" paper goods to Hockley County for this purpose. Hockley County will reimburse Lamb County the cost of such supplies, pursuant to the billing agreements set out herein.

IV.
**RESPONSIBILITIES OF LAMB COUNTY, SPECIFICALLY RELATING TO THE
HOUSING AND CARE OF HOCKLEY COUNTY INMATE**

Housing and Care of Inmate: Hockley County maintains and will provide for the secure custody, care and safekeeping of the inmate in Cause No. 19-10-9716 in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards, during any period of time when the inmate Defendant is physically present in Lamb County. Hockley County shall provide, as set out herein, for the provision of the inmate's physical needs, retain him in safe custody, supervise him, maintain proper discipline and control over him, make certain he receives no privileges except those generally afforded other inmates, and provide routine medical services for the inmate, on the same basis as it provides for its other inmates confined in its own jail, subject to the terms and conditions of this Agreement.

Hockley County maintains all responsibility for the inmate at all times.

Medical Services: Hockley County is responsible for providing the inmate routine medical services such as non-prescription, over-the-counter, and routine drugs and medical supplies. Hockley County shall reimburse Lamb County any amount Lamb County expends for medical services for the inmate while he is located in Lamb County for court appearances, if any such costs are incurred. Should it become necessary for the inmate to be hospitalized, Hockley County is responsible for obtaining medical care for the inmate.

This Agreement provides Lamb County the authority to arrange for any off-site provider to bill Hockley County directly for the costs of hospitalization and/or medical care for the Hockley County inmate. In the event direct billing is unavailable, Hockley County shall reimburse Lamb County in accordance with the terms of this Agreement, within forty-five (45) business days of receipt of an invoice from Lamb County.

Medical Information: Hockley County shall provide Lamb County with all medical information for the inmate under this agreement, including information regarding any special medication, diet or exercise regimen applicable to the inmate.

Transportation and Off-Site Security: Hockley County is solely responsible for the transportation of its inmate to and from any court proceedings held in Lamb County. Hockley County is to secure the inmate's presence at all required and/or requested hearings and/or trial if the hearing and/or trial is held in Lamb County.

For each day of the jury trial, Hockley County will transport the inmate to the Lamb County Courthouse each morning. At the conclusion of each court day, Hockley County will coordinate and provide transportation for the inmate's return to Hockley County. If the inmate must be transferred to the Lamb County Jail for any meals which cannot be provided at the courthouse, Hockley County will transport the inmate to the jail. Hockley County bears the responsibility for providing morning and evening meals to the inmate.

Any required ambulance transportation (including emergency flight, etc.) will be billed to Hockley County.

Hockley County will provide stationary guard services as required by circumstances or by law if the inmate is admitted or committed to an off-site medical facility located in Lamb County.

Location and Operation of Facility: Lamb County shall provide any required detention services described herein at the Lamb County Jail or the Lamb County Courthouse in Littlefield, Texas. Should any detention services be required of Lamb County, Lamb County will confine the inmate and give him reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions in this Agreement. If Lamb County confines the inmate, it will provide, as set out herein, for the inmate's physical needs, retain him in safe custody, supervise him, maintain proper discipline and control, and make certain he receives no privileges except those generally afforded other inmates.

V. RESPONSIBILITIES OF HOCKLEY COUNTY

Hockley County is responsible for the full cost of the trial. This includes the cost of use of Lamb County Court Facilities, courtroom security and bailiff services, and any required room and board of the inmate.

Hockley County is responsible for all costs associated with issuance of jury summons and any additional costs incurred for compliance with Texas Code of Criminal Procedure Articles 33 and 34, et. seq. This may include but is not limited to: the cost of postage, paper goods, and additional personnel/staff required.

Hockley County is also responsible for all costs associated with payment of any potential jurors who report in response to summons.

Hockley County will remit payment to Lamb County in a timely manner, no later than forty-five (45) days from date the invoice is received.

Payments are to be remitted to: Lamb County Treasurer
 Lamb County Courthouse
 100 6th Drive, Room 111
 Littlefield, Texas, 79339

**VI.
DISPUTES**

Disputes in billing must be communicated in writing within ten (10) days of the receipt of the invoice in question, with any non-disputed portions of the bill being paid as memorialized in this Agreement.

The Governmental Units will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiation between the Parties. If the matter in dispute is not resolved by friendly negotiation, the Governmental Units will attempt to resolve the dispute using Alternative Dispute Resolution (ADR).

All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier to the following addresses:

To: LAMB COUNTY
 James M. DeLoach, County Judge
 100 6th Drive, Room 101
 Littlefield, Texas 79339

To: HOCKLEY COUNTY
 Sharla Baldrige, County Judge
 802 Houston Street, Suite 101
 Levelland, Texas 79336

**VII.
INDEPENDENT RELATIONSHIP**

Each party shall have and retain the exclusive right of control over its employees and contractors assigned to perform services under this Agreement, in accordance with the applicable laws of the State of Texas. Neither party has authority to bind or otherwise obligate the other party orally, in writing, or by any other act or omission. Noting contained herein shall establish an agency, employee-employer relationship, partnership, joint venture, joint employer, or joint enterprise relationship between the parties.

**VIII.
IMMUNITY**

It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

**IX.
RESOLUTION**

This Agreement shall be executed by the duly authorized official(s) of each County.

**X.
ENTIRE AGREEMENT**

This Agreement is contractual and binding upon the parties hereto and their successors, assigns, and representatives. This Agreement embodies the entire agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties. This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of each party, and approved by the Commissioners Courts of the respective parties hereto.

**XI.
VENUE**

The parties to this Agreement agree and covenant that this Agreement will be enforceable in Lamb County, Texas, and that if legal action is necessary to enforce this Agreement, exclusive venue will lie in Lamb County, Texas.

**XII.
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without first obtaining consent of the parties in writing. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

**XIII.
SEVERABILITY**

If any provision of this Agreement is found by a Court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of the Agreement's terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XIV.
APPLICABLE LAW**


This Agreement is entered into subject to the laws of the State of Texas.

IN WITNESS WHEREOF, the parties enter into this Agreement on the 13 day of November, 2023.

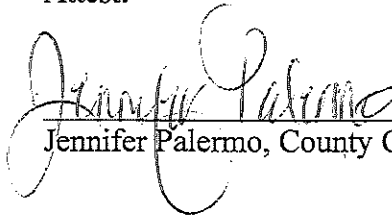
County of Hockley, Texas:

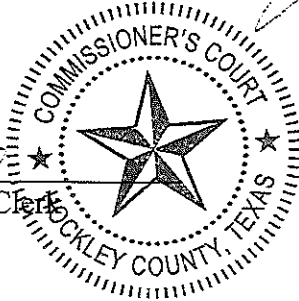
County of Lamb, Texas:


Sharla Baldrige, County Judge


James DeLoach, County Judge

Attest:


Jennifer Palermo, County Clerk




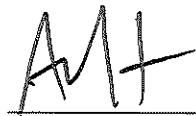
Attest:


Tonya Ritchie, County Clerk



REVIEWED AS TO FORM:


Rickie Redman
Lamb County & District Attorney


Anna Hord
Hockley County Attorney

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 20th day of November, A. D. 2023, was examined by me and approved.

Alan Wisdom
Commissioner, Precinct No. 1

[Signature]
Commissioner, Precinct No. 3

[Signature]
Commissioner, Precinct No. 2

Absent
Commissioner, Precinct No. 4

Sharla Baldrige
County Judge

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

