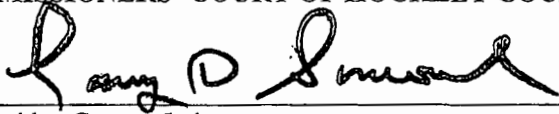


**NOTICE OF MEETING OF THE COMMISSIONERS' COURT OF
HOCKLEY COUNTY, TEXAS**

Notice is hereby given that a Special meeting of the above named Commissioners' Court will be held on the 29TH day of August, 2016 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:

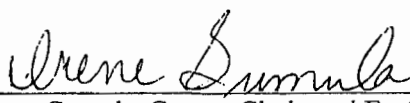
1. Read for approval the minutes of two Special Meetings of the Commissioners' Court held Monday, August 22, 2016.
2. Read for approval all monthly bills and claims submitted to the court and dated through August 29, 2016.
3. Consider and take necessary action to approve the Republican Election Judges for 2017.
4. Consider and take necessary action to approve the Interlocal Contract between Hockley County and the Lubbock County Medical Examiner's Office for 2017.
5. Consider and take necessary action to approve the 2017 County Holidays.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

BY: 
Hockley County Judge

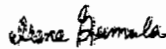
I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 25TH day of August, 2016, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 25TH day of August, 2016.


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

FILED FOR RECORD
AT _____ O'CLOCK _____ PM.

AUG 25 2016


County Clerk, Hockley County, Texas

VOL. 64 PAGE 078.

SPECIAL MEETING
AUGUST 29, 2016

Be it remembered that on this the 29th day of August A.D. 2016, 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 Thrash, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that the Minutes of Special meeting of the Commissioners' Court, held on August 22, 2016, A. D., be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through August 29, A. D. 2016, be approved and stand as read.

Motion by Commissioner Clevenger, seconded by Commissioner Carter, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the Republican Election Judges for 2017, as per List of Republican Election Judges for 2017, recorded below.

LIST OF HOCKLEY CO REPUBLICAN ELECTION JUDGES FOR 2017

PRECINCT #	PRECINCT NAME	NAMES
11	RIDGECREST MISS BAPT. CHURCH 801 S ALAMO RD LEVELLAND, TX	OLGA WERENKO (897-0651) 126 BOWIE LN. LEVELLAND, TEXAS 79336
14	CITY HALL 107 Hockley Main ROPEVILLE, TX 79358	CHRISTI GREENLEE (778-4140) PO BOX 82 ROPEVILLE, 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	LESTER DRIVER (894-5974) 206 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. 7th STREET SUNDOWN, TEXAS	RHONDA TAYLOR (229-4029) work (229-2481) P. O. BOX 429 SUNDOWN, TEXAS 79372
32	COURTHOUSE ANNEX TAX OFFICE 624 AVE H LEVELLAND, TEXAS	BARBARA BLAIR (543-2251) 534 ST RD 1490 LEVELLAND, TEXAS 79336
33	PETTIE GIN INC 3121 N. STATE RD. 303 PETTIE, TX	SANDRA SHEEK (245-6644) 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 1501 Ave E LEVELAND, TX 79336
43	WHITHARRAL LIONS CLUB 2ND STREET & HWY 385 WHITHARRAL, TX.	CHELSEY DOBROVOLNY (229-12240) 3950 EL PASO RD. CEL (777-0456) LITTLEFIELD, TX. 79392
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 Carter, seconded by Commissioner Clevenger,
3 Votes Yes, 0 Votes No, that Commissioners' Court approve the Interlocal Contract
between Hockley County and the Lubbock County Medical Examiner's Office for 2017,
as per Contract recorded below.**

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STATE OF TEXAS § MEDICAL EXAMINER SERVICES
 § FISCAL YEAR 2017
COUNTY OF LUBBOCK § 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, 2016 and ends September 30, 2017.
- 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 29 day of August, 2016.

LUBBOCK COUNTY

Tom Head
Tom Head, County Judge

9-12-16

HOCKLEY COUNTY

Larry Sprowls
Larry Sprowls, County Judge

ATTEST:

Kelly Pinion
Kelly Pinion, County Clerk

ATTEST:

Mene Guma
COUNTY CLERK



APPROVED AS TO CONTENT:

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

APPROVED AS TO CONTENT:

REVIEWED FOR FORM:

Donna Clarke
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 NonhumanAnalysis 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 Thrash, seconded by Commissioner Clevenger,
3 Votes, 0 Votes No, that Commissioners' Court approve the 2017 County Holidays, as
per 2017 County Holidays recorded below.**

2017 COUNTY HOLIDAYS

January 2, 2017	(Monday)	New Year's Day
February 20, 2017	(Monday)	President's Day
April 14, 2017	(Friday)	Good Friday
May 29, 2017	(Monday)	Memorial Day
July 4, 2017	(Tuesday)	Independence Day
September 4, 2017	(Monday)	Labor Day
October 9, 2017	(Monday)	Columbus Day
November 10, 2017	(Friday)	Veterans Day
November 23 & 24, 2017	(Thurs. & Fri.)	Thanksgiving
December 25 & 26 , 2017	(Mon. & Tues.)	Christmas

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 29th day of August, A. D. 2016, was examined by me and approved.

Antet Thumby
Commissioner, Precinct No. 1

Absent
Commissioner Precinct No. 3

Sam Curtis
Commissioner, Precinct No. 2

Tommy Olson
Commissioner Precinct No. 4

Raymond D. Smith
County Judge

Irene Gumula By Dale Rumbaugh
IRENE GUMULA, County Clerk, and
Ex-Officio Clerk of Commissioners' Court
Hockley County, Texas



