

# **DRAFT**

## **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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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. Nothing 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*  
\_\_\_\_\_  
James DeLoach, County Judge

Attest:

Attest:

\_\_\_\_\_  
Jennifer Palermo, County Clerk

*Tonya Ritchie*  
\_\_\_\_\_  
Tonya Ritchie, County Clerk



REVIEWED AS TO FORM:

*Richie Redman*  
\_\_\_\_\_  
Rickie Redman  
Lamb County & District Attorney

\_\_\_\_\_  
Anna Hord  
Hockley County Attorney