

**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 10th day of July, 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 Regular Meeting held at 9:00 a.m. on Monday, June 26, 2023.
2. Consider for approval all monthly bills and claims submitted to the Court dated through July 10, 2023.
3. Hear the monthly Public Assistance report.
4. Consider and take necessary action to approve a line-item transfer request from Hockley County Public Assistance to move budgeted funds from Pauper's Burial to Rent and Utilities.
5. Consider and take necessary action to approve the FY 2023 SAVNS Grant Contract Amendment.
6. Consider and take necessary action to approve the FY2024/25 Interlocal Agreement between Hockley County and the Regional Public Defender Office for Capital Cases.
7. Consider and take necessary action to approve a line-item transfer to move budgeted funds from CPS Court Case expense line to Court Administrator salary and fringe benefits.
8. Consider and take necessary action to approve the 2024 Contract and Agreement concerning ambulance service between the City of Littlefield and Hockley County, Texas.
9. Consider and take necessary action to approve the Intergovernmental Agreement related to inmate housing between Garza County and Hockley County.
10. Review the June 2023 fire runs as submitted by the City of Levelland.
11. Consider and take necessary action to approve a Tax Deed for Lots Twenty-eight (28) and Twenty-nine (29), Ed M. Hart Addition, to the City of Anton, Hockley County, Texas (R19152) to be purchased by Shannon Riebe for the amount of \$1,200.00.
12. Consider and take necessary action to approve the Plat for Roadrunner Road Estates, Lots 1-25, an Addition being 130.39 acres called the west half of Tract 69, Ropesville Farm Project out of League 11, Donley County School Land, recorded in Cabinet, Slide 26, Hockley County, Texas and located in Precinct 1.
13. Discussion and potential action concerning approval of the Hockley County Game Room Regulations and the Application for a Permit to Operate a Game Room.

Filed for Record
at _____ o'clock _____ M.

JUL 06 2023

Jennifer Palermo
County Clerk, Hockley County, Texas

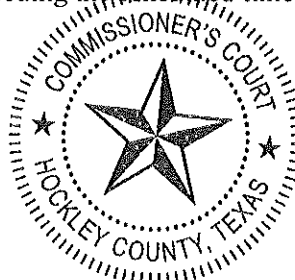
COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS.

BY: *Sharla Baldrige*
Sharla Baldrige, 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 6th day of July, 2023, and said Notice remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 6th day of July, 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

JULY 10, 2023

Be it remembered that on this the 10th day of JULY 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	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 Carter, second by Commissioner Wisdom, 4 Votes Yes, 0 Votes No, that Commissioners court approved the minutes of the Regular Meeting held at 9:00 a.m. on Monday, June 26, 2023.

Motion by Commissioner Wisdom, second by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners court approved all monthly clams and bills submitted to the court and dated through July 10, 2023.

Hear the monthly Public Assistance report for June 2023



HOCKLEY COUNTY PUBLIC ASSISTANCE

DISPOSITIONS OF APPLICATIONS & REQUEST FOR PAYMENT

Hockley County Public Assistance Administrator, Cara Phelan presents the following requests for financial assistance to the Hockley County Commissioner's Court.

SUMMARY OF APPROVED ASSISTANCE REQUESTS FOR JUNE 2023			
APPLICANT'S NAME	PHYSICAL ADDRESS	ASSISTANCE REQUEST	AMOUNT APPROVED
Black, Jessica	PO Box 412 Anton	UTIL	\$65.85
Cantu, Ruben	1306 10 th Street, Levelland	UTIL	\$75.00
Gonzalez, Helen	208 2 nd Street, Levelland	RENT	\$150.00
Hernandez, Virginia	505 Ave E, Levelland	RENT	\$90.00
Loa, Araseli	1002 S. Alamo, Apt. 108, Levelland	RENT	\$150.00
Long, Brandi	PO Box 312, Smyer	UTIL	\$63.69
Posadas, Joshua	1512 Ave D., Levelland	UTIL	\$75.00
Rivas, Janice	207 3 rd St., Levelland	RENT	\$150.00
Rodriguez, Bessie	1212 5 th St., Levelland	RENT	\$150.00
Sabino, Carl	1602 Austin St., Levelland	UTIL	\$35.29
Sanchez, Jazmin	1002 S. Alamo, Apt. 207	RENT	\$150.00
White, Irvina	1837 Ave. I, Apt 113 B Levelland	RENT	\$150.00
TOTAL PUBLIC ASSISTANCE APPROVED			\$1304.83
APPLICANT'S NAME	ASSISTANCE REQUEST	REASON FOR DENIAL	
Marquez, Athalia	UTIL	Excessive Bill-referred to XCEL Assistance Portal	
McCowan, Francis	UTIL	Did not provide required documentation	
White, Irvina	RENT	Approved for assistance within 30 days prior	

Respectfully Submitted to:
Hockley County Commissioners Court

Monday, July 10, 2023

Hockley County Public Assistance Administrator

Cara Phelan

Motion by Commissioner Clevenger, second by Commissioner Wisdom 4 votes yes, 0 votes no, that Commissioner Court approved a line-item transfer request from Hockley County Public Assistance to move budgeted funds from pauper's Burial to rent and Utilities. As per Hockley County Request for Line-Item Transfer recorded below.

Motion by Commissioner Carter, second by Commissioner Graf, 4 votes yes, 0 votes no, that Commissioners Court approved the FY 2023 SAVNS Grant Contract Amendment. As per Grant Contract recorded below.



RE: FY 2023 SAVNS Grant Contract Amendment

Contract Number: C-00306

Grantee: Hockley County

Amount: \$10,541.11

Executed: 7/20/2023 | 9:35 AM CDT

Term: September 1, 2022 – August 31, 2023

Budget Coding:

ORG	PCA	Agy Obj
966	10352	5137

**FIRST AMENDMENT TO GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
Hockley County**

OAG Contract No. C-00306 -01

This contract amendment is executed between the Office of the Attorney General (OAG) and Hockley County (GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this contract amendment collectively as "Parties."

INDUCEMENTS

Whereas, the OAG and GRANTEE agreed to and executed that certain Grant Contract identified as OAG Contract No. C-00306, hereinafter referred to as the "Original Contract."

Whereas, the OAG and GRANTEE desire to amend the terms of the Original Contract as set forth hereinafter and intend to create a new contract consisting of this First Amendment to Grant Contract and the remaining unchanged provisions of the Original Contract.

NOW, THEREFORE, in consideration of the inducements, mutual covenants and conditions herein contained, the Parties agree as follows:

SECTION 1. AMENDED SECTIONS OF ORIGINAL CONTRACT

The OAG and GRANTEE agree to amend the Original Contract by replacing Section 1 and Section 5.2 with the following:

1. Purpose of the contract. The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety, and support the rights of victims of crime. To ensure a standard statewide service to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities"), including GRANTEE, the OAG makes grant funds available for eligible expenses related to SAVNS services delivered to GRANTEE by the vendor certified by the OAG and any related services necessary to integrate SAVNS/VINE services into court or jail management systems.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 11, 2019. After an evaluation of offers, the OAG identified, certified, and entered into a contract with a single vendor to provide statewide automated victim notification services ("SAVNS Services").

The initial term of the OAG Vendor Certification and Service Agreement ("OAG Certification Agreement") is/was from September 1, 2019 to August 31, 2020 ("Initial Term"). On June 25, 2020, OAG exercised its right to renew the OAG Certification Agreement with the renewal term to begin on September 1, 2020 and end on August 31, 2022 ("First Renewal Term"). On August 25, 2022, OAG exercised its right to renew the OAG Certification Agreement with the renewal term to begin on September 1, 2022 and end on August 31, 2023 ("Second Renewal Term"). The vendor certified to provide the services is Appriss Insights, LLC., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached First Amendment Exhibit A. Any change to the maximum liability may only be achieved by a written, duly executed amendment to this Contract.

SECTION 2. FIRST AMENDMENT EXHIBIT A

First Amendment Exhibit A as attached hereto reflects the amended grant budget.

SECTION 3: ENTIRE AGREEMENT

The entire agreement between the OAG and GRANTEE consists of the new provisions of this First Amendment to Grant Contract, the attached First Amendment Exhibit A, and remaining unchanged provisions of the Original Contract. No prior agreement or understanding, oral or otherwise, of the Parties or their agents will be valid or enforceable unless embodied in this contract.

**OFFICE OF THE ATTORNEY
GENERAL**

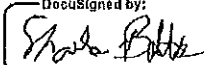
Hockley County

DocuSigned by:

F33DA693DEBC4E8...

Printed Name: Josh Reno
Office of the Attorney General

Date: 7/20/2023 | 9:35 AM CDT

DocuSigned by:

E209F4ATAEF539F...

Printed Name: Sharla Baldrige
Authorized Official

Date: 7/10/2023 | 10:43 AM PDT

FIRST AMENDMENT EXHIBIT A

**FIRST AMENDMENT TO GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
Hockley County**

OAG Contract No. C-00306 -01

Population Size: Small

The total liability of the OAG for any type of liability directly or indirectly arising out of this Grant Contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this Grant Contract or arising out of any performance herein shall not exceed the following:

Annual Cost for Jail	Annual Cost for Courts	SAVNS Integration Cost	MAXIMUM REIMBURSABLE COSTS
\$5,594.42	\$986.69	\$3,960.00	\$10,541.11

Certificate Of Completion

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Template ID Usage Tracking:
Division Designed Templates:
Template ID Usage Tracking - List 2:
Division Designed Templates - List 2:
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Document Pages: 4
Certificate Pages: 7
AutoNav: Enabled
Envelope Stamping: Disabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
Karly Watson
PO Box 12548
Austin, TX 78711-2548
Karly.Watson@oag.texas.gov
IP Address: 99.64.96.152

Record Tracking

Status: Original
6/26/2023 2:24:27 PM
Holder: Karly Watson
Karly.Watson@oag.texas.gov

Location: DocuSign

Signer Events

Sharla Baldrige
sbaldrige@hockleycounty.org
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Sharla Baldrige
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Signature Adoption: Drawn on Device
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Electronic Record and Signature Disclosure:

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Allsha Jackson
Allsha.Jackson@oag.texas.gov
Division Chief, Grants Administration Division
Signing Group: Grants Administration Division Chief
Security Level: Email, Account Authentication
(None)

Completed

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Gene McClaskey
Gene.McClaskey@oag.texas.gov
Division Chief - Crime Victim Services
Office of the Attorney General of Texas
Signing Group: Crime Victim Services - Director
Security Level: Email, Account Authentication
(None)

Completed

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Signer Events

Katie Stallcup
Katie.Stallcup@oag.texas.gov
Office of the Attorney General of Texas
Signing Group: General Counsel – Contract Attorneys
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure: Not Offered via DocuSign

Signature

Completed
Using IP Address: 204.64.24.2

Timestamp

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Allan Measey
Allan.Measey@oag.texas.gov
GCD
Signing Group: General Counsel, Contracts
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure: Not Offered via DocuSign

Completed

Using IP Address: 204.64.24.2

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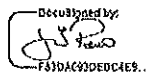
Ricardo Quinones
Ricardo.Quinones@oag.texas.gov
Signing Group: Budget Analysts (Non-CS)
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure: Not Offered via DocuSign

Completed

Using IP Address: 204.64.24.2

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Josh Reno
Josh.Reno@oag.texas.gov
Deputy Attorney General for Criminal Justice
Office of the Attorney General of Texas
Signing Group: Deputy Attorney General for Criminal Justice
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure: Not Offered via DocuSign



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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

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Certified Delivery Events

Status

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Carbon Copy Events

Status

Timestamp

Carbon Copy Events**Status****Timestamp**

Accounting - DocuSign Contracts
 ACC_DocuSign_Contracts@oag.texas.gov
 Victoria Ojeda
 Victoria.Ojeda@oag.texas.gov
 Christina Cisneros
 Christina.Cisneros@oag.texas.gov
 Signing Group; Accounting - DocuSign Contracts
 Inbox
 Security Level: Email, Account Authentication
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 Electronic Record and Signature Disclosure:
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Sent: 7/20/2023 9:35:31 AM
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GCD Contracts
 GCDContracts@oag.texas.gov
 GCD Contracts
 Office of the Attorney General
 Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
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GAD Contract Box
 GADContracts@oag.texas.gov
 Security Level: Email, Account Authentication
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 Electronic Record and Signature Disclosure:
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Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/28/2023 2:24:43 PM
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Signing Complete	Security Checked	7/20/2023 9:35:28 AM
Completed	Security Checked	7/20/2023 9:35:34 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: servicedesk@oag.texas.gov

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at servicedesk@oag.texas.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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To request delivery from us of paper copies of the notices and disclosures we previously provided to you electronically, you must send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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ii. send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer time to process.

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Supported Browsers:	DocuSign supports the latest stable release (except where noted) of the following browsers: Chrome, Firefox, Safari, Internet Explorer 11+, Windows Edge
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum (for desktops and laptops)
Enabled Security Settings:	Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection. Firewall settings must allow access to the following server: https://docucdn-a.akamaihd.net . DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Office of the Attorney General as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made

available to me by Office of the Attorney General during the course of my relationship with you.



RE: FY 2023 SAVNS Grant Contract Amendment

Contract Number: C-00306

Grantee: Hockley County

Amount: \$10,541.11

Executed: 7/20/2023 | 9:35 AM CDT

Term: September 1, 2022 – August 31, 2023

Budget Coding:

ORG	PCA	Agy Obj
966	10352	5137

Certificate Of Completion

Envelope Id: 926EC91BDDE34004A6AA3069E806A7A7
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Template ID Usage Tracking:
Division Designed Templates:
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Division Designed Templates - List 2:
Source Envelope:
Document Pages: 4
Certificate Pages: 7
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Envelope Stamping: Disabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
Karly Watson
PO Box 12548
Austin, TX 78711-2548
Karly.Watson@oag.texas.gov
IP Address: 99.64.96.162

Record Tracking

Status: Original
6/26/2023 2:24:27 PM

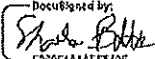
Holder: Karly Watson
Karly.Watson@oag.texas.gov

Location: DocuSign

Signer Events

Sharla Baldridge
sbaldridge@hockleycounty.org
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

E209FA1AEF519F

Timestamp

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Viewed: 7/10/2023 8:53:46 AM
Signed: 7/10/2023 12:43:56 PM

Signature Adoption: Drawn on Device
Using IP Address: 216.76.249.226

Electronic Record and Signature Disclosure:
Accepted: 7/10/2023 8:53:46 AM
ID: 96a172da-1b8c-4686-9fb9-6efa4bd2aef8

Allsha Jackson
Allsha.Jackson@oag.texas.gov
Division Chief, Grants Administration Division
Signing Group: Grants Administration Division Chief
Security Level: Email, Account Authentication
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Completed

Using IP Address: 24.28.102.26

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Viewed: 7/10/2023 1:16:27 PM
Signed: 7/10/2023 1:16:08 PM

Electronic Record and Signature Disclosure:
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Gene McCleskey
Gene.McCleskey@oag.texas.gov
Division Chief - Crime Victim Services
Office of the Attorney General of Texas
Signing Group: Crime Victim Services - Director
Security Level: Email, Account Authentication
(None)

Completed

Using IP Address: 204.84.24.2

Sent: 7/10/2023 1:16:09 PM
Viewed: 7/10/2023 1:19:25 PM
Signed: 7/10/2023 1:19:46 PM

Electronic Record and Signature Disclosure:
Accepted: 1/14/2019 12:34:26 PM
ID: 6a746d16-8742-4c15-ace2-f36a64c991b6

Signer Events

Katie Stallcup
 Katie.Stallcup@oag.texas.gov
 Office of the Attorney General of Texas
 Signing Group: General Counsel – Contract Attorneys
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure: Not Offered via DocuSign

Signature

Completed
 Using IP Address: 204.64.24.2

Timestamp

Sent: 7/10/2023 1:19:47 PM
 Viewed: 7/10/2023 5:58:41 PM
 Signed: 7/10/2023 5:58:59 PM

Allan Meesey
 Allan.Meesey@oag.texas.gov
 GCD
 Signing Group: General Counsel, Contracts
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure: Not Offered via DocuSign

Completed
 Using IP Address: 204.64.24.2

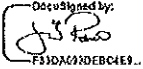
Sent: 7/10/2023 5:59:01 PM
 Viewed: 7/11/2023 10:28:43 AM
 Signed: 7/11/2023 10:28:49 AM

Ricardo Quinones
 Ricardo.Quinones@oag.texas.gov
 Signing Group: Budget Analysis (Non-CS)
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure: Not Offered via DocuSign

Completed
 Using IP Address: 204.64.24.2

Sent: 7/11/2023 10:28:51 AM
 Viewed: 7/11/2023 10:29:43 AM
 Signed: 7/11/2023 10:30:08 AM

Josh Reno
 Josh.Reno@oag.texas.gov
 Deputy Attorney General for Criminal Justice
 Office of the Attorney General of Texas
 Signing Group: Deputy Attorney General for Criminal Justice
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure: Not Offered via DocuSign


 Signature Adoption: Pre-selected Style
 Using IP Address: 204.64.24.2

Sent: 7/11/2023 10:30:10 AM
 Resent: 7/19/2023 4:10:18 PM
 Viewed: 7/20/2023 9:34:20 AM
 Signed: 7/20/2023 9:35:28 AM

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events**Status****Timestamp**

Accounting - DocuSign Contracts
 ACC_DocuSign_Contracts@oag.texas.gov
 Victoria Ojeda
 Victoria.Ojeda@oag.texas.gov
 Christina Cisneros
 Christina.Cisneros@oag.texas.gov
 Signing Group: Accounting - DocuSign Contracts
 Inbox
 Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 7/20/2023 9:35:31 AM

GCD Contracts
 GCDContracts@oag.texas.gov
 GCD Contracts
 Office of the Attorney General
 Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 7/20/2023 9:35:32 AM

GAD Contract Box
 GADContracts@oag.texas.gov
 Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 7/20/2023 9:35:33 AM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/26/2023 2:24:43 PM
Certified Delivered	Security Checked	7/20/2023 9:34:20 AM
Signing Complete	Security Checked	7/20/2023 9:35:28 AM
Completed	Security Checked	7/20/2023 9:35:34 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

CONSUMER DISCLOSURE

From time to time, Office of the Attorney General (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Electronic signature

An electronic signature is an electronic identifier, created by a computer, attached to or logically associated with an electronic record, executed or adopted by a person with the intent and with the actual authority to sign the record. Your electronic signature has the same legal force and effect as a manual signature. Your electronic signature constitutes your signature, acceptance, and agreement as if you signed in writing.

Security standards

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The Public Information Act, chapter 552 of the Texas Government Code, applies to all information we send and receive. The Public Information Act protects information from public disclosure if it is confidential by any law or rule. If we receive a written request for information, the Public Information Act requires us to publicly disclose requested information that is not confidential by law or rule or otherwise excepted from public disclosure. If you receive any information from us in error, you are not authorized to read, print, retain, copy, or disseminate the information. Any information you receive in error may be confidential information that cannot be disclosed without violating the criminal provisions of the Public Information Act or Texas Penal Code section 39.06. If you receive information in error, please immediately send an e-mail to servicedesk@oag.texas.gov to notify us of the error and delete all copies of the information you received.

Getting paper copies

At any time, you may request from us a paper copy of any record we provided or made available electronically to you through the DocuSign system. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Office of the Attorney General

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: servicedesk@oag.texas.gov

To advise Office of the Attorney General of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at servicedesk@oag.texas.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Office of the Attorney General

To request delivery from us of paper copies of the notices and disclosures we previously provided to you electronically, you must send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Office of the Attorney General

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer time to process.

Required hardware and software

Supported Browsers:	DocuSign supports the latest stable release (except where noted) of the following browsers: Chrome, Firefox, Safari, Internet Explorer 11+, Windows Edge
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum (for desktops and laptops)
Enabled Security Settings:	Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection. Firewall settings must allow access to the following server: https://docucdn-a.akamaihd.net . DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Office of the Attorney General as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made

available to me by Office of the Attorney General during the course of my relationship with you.

Motion by Commissioner Wisdom, second by Commissioner Graf, 4 Votes Yes, 0 Votes No, that Commissioners court approved the FY2024/25 interlocal Agreement between Hockley County and the Regional public Defender Office for Capital Cases. As per Interlocal Agreement recorded below.

**REGIONAL PUBLIC DEFENDER
FOR CAPITAL CASES**

P.O. BOX 2097
LUBBOCK, TX 79408
MAIN: (806)696-3740
FAX: (806)696-3750



CHIEF PUBLIC DEFENDER

Edward Ray Keith Jr.

DEPUTY PUBLIC DEFENDER

Keri Mallon

CHIEF FINANCIAL OFFICER

Amy Sharb

SYSTEM ADMINISTRATOR

Elaine Nauert

Honorable Sharla Baldrige
County Judge
County of Hockley
802 Houston St.
Levelland, Texas 79336

Via email: sbaldrige@hockleycounty.org

RE: *FY2024/25 Interlocal Agreement*

Honorable Judge Baldrige:

The current Interlocal Agreement expires September 30, 2023. Enclosed is the new Interlocal Agreement for the FY2024/25 biennium. The Interlocal begins October 1, 2023 and expires September 30, 2024; it will automatically renew on October 1, 2024 and expire September 30, 2025.

The factors that were used to calculate the updated allocations are the 2020 census numbers and the latest ten-year capital case data reported by your District Clerk (Oct. 1, 2010-Sep. 30, 2020).

In addition, our Board of Directors, adopted the Application for Appointment of Legal Counsel from the Regional Public Defender Office to be submitted by the appointing District Judge with the Order Appointing.

The signed Interlocal is due back to us by September 30, 2023 and payment is due 30 days after. If you have any questions, please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward Ray Keith, Jr.", with a horizontal line underneath.

Edward Ray Keith, Jr.

Angleton
(979)266-7613

Austin
(512)756-4621

Lubbock
(806)641-8407

San Angelo
(325)617-5405

San Antonio
(210)886-8789

Terrell
(972)551-0100

INTERLOCAL AGREEMENT

This interlocal agreement (the "Agreement") is made by and between the **REGIONAL PUBLIC DEFENDER OFFICE LOCAL GOVERNMENT CORPORATION** ("RPDO"), and **HOCKLEY COUNTY, TEXAS** ("Participant"), a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

WHEREAS, the RPDO is a public, non-profit corporation organized under Subchapter D, Chapter 431 of the Texas Transportation Code a "local government" pursuant to Section 791.003(4)(B) of the Texas Government Code and is authorized to participate on behalf of Lubbock County to oversee and provide defense services to indigent defendants in Lubbock County and other counties which enter into interlocal agreements with the RPDO to provide defense services; and

WHEREAS, Participant has a need for and desires the RPDO to provide defense services to indigent defendants in Hockley County, Texas outlined herein; and

WHEREAS, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

WHEREAS, the performance of this Agreement by RPDO and Participant will be in the common interest of the Parties;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I PROGRAM

1.01 **Program Purpose and Term**. The Regional Public Defender for Capital Cases (the "RPDO"), funded in part by the Texas Indigent Defense Commission ("TIDC") Multi-Year Discretionary Grant Program Funds and in part by Program Participants, will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will be represented by the State Counsel for Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

A participating county's costs are based on several factors including: (i) funds received by the RPDO from the TIDC Multi-Year Discretionary Grant Program Funds; (ii) the participating county's population; (iii) the number of counties participating in the Program; (iv) a participating county's population as a percentage of the total population of all participating counties; and (iv) the average number of capital

murder cases filed in the participating county (the average number of capital cases is based on the previous ten (10) years). The minimum cost per participating county shall be \$1,000.00. Attached hereto as Attachment 1 is each county's cost for participating in the Program.

The Interlocal Agreements shall become effective October 1, 2023 and continue through September 30, 2024. Thereafter, the agreements shall renew automatically on October 1st for one successive one-year term through September 30, 2025, unless terminated under this Agreement.

- 1.02 **Judges Authorized to Appoint RPDO.** The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within Participant's geographic boundaries to appoint the RPDO for the trial defense of a defendant in a death-eligible capital murder cases by completing and submitting to the RPDO the attached application (Attachment 2). In the event of a death-eligible capital murder case with multiple defendants, the trial court shall appoint the RPDO to only one eligible defendant. Any other attorneys appointed for other defendants in such case shall be at the Participant's expense.
- 1.03 **Duties and Responsibilities of the RPDO.** Subject to the terms and conditions outlined herein, the RPDO will represent qualifying defendants charged with the offense of capital murder (death-eligible) in all criminal proceedings directly related thereto from appointment through trial disposition. The RPDO does not represent defendants' post-conviction or in motions for new trial. The RPDO will exercise sole discretion as legal counsel in its representation of the defendant in compliance with the duties of a licensed attorney in the State of Texas and, as determined at the sole and absolute discretion of the RPDO: (i) the *Texas Disciplinary Rules of Professional Conduct*; (ii) the *State Bar of Texas Guidelines and Standards for Texas Capital Counsel*; (iii) the *Supplementary Guidelines and Standards for the Mitigation Function of Defense Teams in Texas Death Penalty Cases*; (iv) the *American Bar Association Guidelines for the Appointment and Performance of Defense Counsel in Death Penalty Cases*; (v) the *American Bar Association Supplementary Guidelines for the Mitigation Function of Defense Teams in Death Penalty Cases*; (vi) all applicable state statutes including but not limited to Article 26.044(j) of the Texas Code of Criminal Procedure; (vii) all state and federal case law applicable for the provision of effective assistance of counsel in death penalty cases; and (viii) any applicable case load management policies as may be adopted by the RPDO.
- 1.04 **Right to Audit.** The RPDO will conduct an annual audit that, upon written request, will be made available to the Participant. Participant may request and be provided with an opportunity to audit any relevant and non-confidential records of the RPDO directly related to Participant's agreement with the RPDO that support the calculations of charges invoiced to the Participant under this Agreement. Such audits shall be conducted at Participant's sole cost and expense and under mutually acceptable terms at RPDO's premises in a manner that minimizes any interruption in the daily activities at such premises.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, Participant agrees to provide the RPDO information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases and the previous five fiscal years' data on the amount Participant paid for appointed counsel on capital murder cases, if available.
- 1.06 **Experts.** Participant will continue to incur the expense of experts as approved by the local court. Participant may be required to deposit funds with the RPDO as necessary to pay for the expense of experts as requested by the RPDO or required by the district court with jurisdiction over the applicable capital murder case.
- 1.07 **Fact Investigators and Mitigation Specialists.** The RPDO will provide a fact investigator and mitigation specialist to cases assigned to the RPDO office.

- 1.08 **No other Costs Incurred.** Neither the TIDC nor the RPDO will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by Participant.

ARTICLE II
OTHER TERMS AND CONDITIONS

- 2.01 **Notice and Addresses.** Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person, by e-mail with delivery confirmation; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described:

If to RPDO:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender for Capital Cases
PO Box 2097
Lubbock, Texas 79408
E-Mail: rkeith@rpdo.org

If to Participant:

Honorable Sharla Baldrige County Judge
Hockley County
802 Houston St.
Levelland, Texas 79336
E-Mail: sbaldrige@hockleycounty.org

- 2.02 **Governmental Function/No Waiver of Immunity.** The parties to this Agreement acknowledge that the services contracted for in this Agreement relate to the governmental functions of the Participant and the RPDO. Nothing in this Agreement shall be construed to impair or affect any sovereign or governmental immunity or official immunity enjoyed by or otherwise available to the Participant, the RPDO, or their respective officers and employees. No waiver of sovereign or official immunity, whether express or implied, is intended or made by this Agreement.
- 2.03 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.04 **Employee Status.** RPDO shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate its employees. RPDO's employees will not be considered, for any purpose, employees of Participant within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, health insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

- 2.05 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.06 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.07 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.08 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.09 **Non-Appropriation.** RPDO and Participant recognize that any payments made for performance under this Agreement and any services provided shall be and are subject to the current revenues, staffing and allocated resources available to the respective party. The RPDO or the Participant executing this Agreement may terminate this Agreement, without incurring any liability to the other except to pay for any services already rendered, if funds, staffing or allocated resources are not appropriated or are insufficient to provide the services as determined by the respective governing bodies of the parties. In such event, this Agreement shall terminate automatically on the last day of the then-current fiscal year or when the appropriation made for the then-current fiscal year for the services covered by this Agreement is spent, whichever occurs first.
- 2.10 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.11 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
- 2.12 **Withdrawal by Party.**
- (a) **Voluntary Withdrawal.** Voluntary withdrawal by Participant from the Agreement shall occur upon the affirmative decision by Participant's Commissioners Court to withdraw from the Agreement and the withdrawing Participant giving at least one hundred and eighty (180) calendar days' notice in writing to the RPDO. The effective date of voluntary withdrawal shall be the last day of the applicable term of the Agreement after the one hundred and eighty (180) day notice provided by the withdrawing Participant.
- (b) **Involuntary Withdrawal.** Participant shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the Participant to pay any cost-sharing payment by the due date, as provided in a notice to the Participant. Participant shall be given thirty (30) days written notice of non-payment by RPDO and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

(c) In the event that Participant withdraws under (a) or (b) and the RPDO is representing an individual or individuals after having been appointed by a court in Participant's County, beginning on the effective date of the withdrawal, Participant shall be responsible for timely payment of \$250.00 per hour for the first chair attorney, \$200.00 per hour for the second chair attorney, \$125.00 per hour for the mitigation specialist and \$100.00 per hour for the investigator. Additionally, Participant shall also timely pay upon receipt and documentation all investigative costs incurred by the RPDO including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this 10th day of July, 2023.

REGIONAL PUBLIC DEFENDER
OFFICE LOCAL GOVERNMENT
CORPORATION

COUNTY OF HOCKLEY

Rick Wardroup
Board Chairman

Sharla Baldrige
Honorable Sharla Baldrige
County Judge

ATTEST:

ATTEST:

Board Secretary

Jennifer Palermo
County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender for Capital Cases

REVIEWED FOR FORM:

REVIEWED FOR FORM:

Matthew L. Wade
Matthew L. Wade
Underwood Law Firm
General Counsel

County	FY24	FY25
Anderson County	19,404.00	19,404.00
Andrews County	21,848.00	21,848.00
Angelina County	49,569.00	49,569.00
Aransas County	5,661.00	5,661.00
Archer County	2,033.00	2,033.00
Armstrong County	1,000.00	1,000.00
Atascosa County	23,254.00	23,254.00
Austin County	9,103.00	9,103.00
Bailey County	7,449.00	7,449.00
Bandera County	4,953.00	4,953.00
Bastrop County	30,403.00	30,403.00
Baylor County	2,760.00	2,760.00
Bee County	24,538.00	24,538.00
Bell County	153,886.00	153,886.00
Blanco County	4,638.00	4,638.00
Borden County	1,000.00	1,000.00
Bosque County	4,332.00	4,332.00
Bowie County	72,026.00	72,026.00
Brazoria County	105,741.00	105,741.00
Brazos County	87,307.00	87,307.00
Brewster County	2,268.00	2,268.00
Briscoe County	1,000.00	1,000.00
Brooks County	1,679.00	1,679.00
Brown County	34,223.00	34,223.00
Burleson County	11,936.00	11,936.00
Burnet County	21,182.00	21,182.00
Caldwell County	18,645.00	18,645.00
Calhoun County	18,331.00	18,331.00
Callahan County	9,033.00	9,033.00
Camp County	4,897.00	4,897.00
Carson County	1,379.00	1,379.00
Cass County	16,338.00	16,338.00
Castro County	1,751.00	1,751.00
Chambers County	40,109.00	40,109.00
Cherokee County	27,183.00	27,183.00
Childress County	1,583.00	1,583.00
Clay County	4,364.00	4,364.00
Cochran County	1,000.00	1,000.00
Coke County	1,000.00	1,000.00
Coleman County	3,762.00	3,762.00
Collingsworth County	1,000.00	1,000.00
Colorado County	4,883.00	4,883.00
Comal County	65,724.00	65,724.00
Comanche County	3,229.00	3,229.00

Concho County	1,000.00	1,000.00
Cooke County	31,199.00	31,199.00
Coryell County	44,912.00	44,912.00
Cottle County	1,000.00	1,000.00
Crane County	1,111.00	1,111.00
Crockett County	4,609.00	4,609.00
Crosby County	3,156.00	3,156.00
Culberson County	1,000.00	1,000.00
Dallam County	1,690.00	1,690.00
Dawson County	2,959.00	2,959.00
Deaf Smith County	4,414.00	4,414.00
Delta County	1,241.00	1,241.00
DeWitt County	4,709.00	4,709.00
Dickens County	1,000.00	1,000.00
Dimmit County	2,047.00	2,047.00
Donley County	4,647.00	4,647.00
Duval County	2,331.00	2,331.00
Eastland County	13,893.00	13,893.00
Ector County	155,421.00	155,421.00
Edwards County	1,000.00	1,000.00
Ellis County	65,174.00	65,174.00
Erath County	11,964.00	11,964.00
Falls County	5,967.00	5,967.00
Fammin County	12,344.00	12,344.00
Fayette County	17,423.00	17,423.00
Fisher County	1,000.00	1,000.00
Floyd County	1,283.00	1,283.00
Foard County	1,000.00	1,000.00
Franklin County	12,143.00	12,143.00
Freestone County	14,299.00	14,299.00
Frio County	8,240.00	8,240.00
Gaines County	32,240.00	32,240.00
Galveston County	123,970.00	123,970.00
Garza County	5,254.00	5,254.00
Gillespie County	12,158.00	12,158.00
Glasscock County	1,000.00	1,000.00
Goliad County	9,411.00	9,411.00
Gonzales County	12,353.00	12,353.00
Gray County	8,915.00	8,915.00
Grayson County	61,245.00	61,245.00
Gregg County	59,158.00	59,158.00
Grimes County	6,953.00	6,953.00
Guadalupe County	64,515.00	64,515.00
Hale County	17,408.00	17,408.00
Hall County	2,607.00	2,607.00
Hamilton County	1,953.00	1,953.00

Hansford County	3,192.00	3,192.00
Hardeman County	4,716.00	4,716.00
Hardin County	21,103.00	21,103.00
Harrison County	40,864.00	40,864.00
Hartley County	1,279.00	1,279.00
Haskell County	1,287.00	1,287.00
Hays County	124,663.00	124,663.00
Hemphill County	1,000.00	1,000.00
Henderson County	52,434.00	52,434.00
Hill County	12,395.00	12,395.00
Hockley County	8,989.00	8,989.00
Hood County	24,315.00	24,315.00
Hopkins County	22,294.00	22,294.00
Houston County	11,005.00	11,005.00
Howard County	12,154.00	12,154.00
Hudspeth County	1,000.00	1,000.00
Hunt County	64,409.00	64,409.00
Hutchinson County	8,770.00	8,770.00
Irion County	1,000.00	1,000.00
Jack County	2,013.00	2,013.00
Jackson County	7,413.00	7,413.00
Jasper County	11,650.00	11,650.00
Jeff Davis County	4,347.00	4,347.00
Jefferson County	140,094.00	140,094.00
Jim Hogg County	1,149.00	1,149.00
Jim Wells County	38,285.00	38,285.00
Johnson County	56,733.00	56,733.00
Jones County	8,516.00	8,516.00
Karnes County	3,494.00	3,494.00
Kaufman County	87,544.00	87,544.00
Kendall County	12,455.00	12,455.00
Kenedy County	1,000.00	1,000.00
Kent County	1,000.00	1,000.00
Kerr County	20,240.00	20,240.00
Kimble County	1,018.00	1,018.00
King County	1,000.00	1,000.00
Kinney County	1,000.00	1,000.00
Kleberg County	22,647.00	22,647.00
Knox County	1,000.00	1,000.00
La Salle County	9,329.00	9,329.00
Lamar County	21,406.00	21,406.00
Lamb County	3,099.00	3,099.00
Lampasas County	5,118.00	5,118.00
Lavaca County	4,814.00	4,814.00
Lee County	4,152.00	4,152.00
Leon County	3,734.00	3,734.00

Liberty County	60,494.00	60,494.00
Limestone County	16,879.00	16,879.00
Lipscomb County	2,663.00	2,663.00
Live Oak County	12,375.00	12,375.00
Llano County	10,856.00	10,856.00
Loving County	1,000.00	1,000.00
Lubbock County	116,394.00	116,394.00
Lynn County	1,329.00	1,329.00
Madison County	9,005.00	9,005.00
Marion County	2,306.00	2,306.00
Martin County	1,244.00	1,244.00
Mason County	1,000.00	1,000.00
Matagorda County	27,976.00	27,976.00
Maverick County	13,611.00	13,611.00
McCulloch County	1,813.00	1,813.00
McLennan County	118,386.00	118,386.00
McMullen County	1,000.00	1,000.00
Medina County	15,928.00	15,928.00
Menard County	1,000.00	1,000.00
Midland County	65,553.00	65,553.00
Milam County	23,308.00	23,308.00
Mills County	1,059.00	1,059.00
Mitchell County	2,136.00	2,136.00
Montague County	6,679.00	6,679.00
Moore County	8,946.00	8,946.00
Morris County	2,838.00	2,838.00
Motley County	1,000.00	1,000.00
Nacogdoches County	34,272.00	34,272.00
Navarro County	12,501.00	12,501.00
Newton County	4,829.00	4,829.00
Nolan County	5,426.00	5,426.00
Ochiltree County	2,379.00	2,379.00
Oldham County	1,000.00	1,000.00
Orange County	31,366.00	31,366.00
Palo Pinto County	12,499.00	12,499.00
Panola County	13,023.00	13,023.00
Parker County	60,384.00	60,384.00
Parmer County	2,344.00	2,344.00
Pecos County	7,482.00	7,482.00
Polk County	19,652.00	19,652.00
Potter County	70,757.00	70,757.00
Presidio County	1,456.00	1,456.00
Rains County	4,826.00	4,826.00
Randall County	64,419.00	64,419.00
Reagan County	1,000.00	1,000.00
Real County	2,592.00	2,592.00

Red River County	4,689.00	4,689.00
Reeves County	5,440.00	5,440.00
Refugio County	1,601.00	1,601.00
Roberts County	1,000.00	1,000.00
Robertson County	5,902.00	5,902.00
Rockwall County	32,833.00	32,833.00
Runnels County	2,352.00	2,352.00
Rusk County	21,902.00	21,902.00
Sabine County	4,287.00	4,287.00
San Augustine County	20,966.00	20,966.00
San Jacinto County	16,090.00	16,090.00
San Patricio County	40,844.00	40,844.00
San Saba County	11,043.00	11,043.00
Schleicher County	1,000.00	1,000.00
Scurry County	4,022.00	4,022.00
Shackelford County	1,000.00	1,000.00
Shelby County	24,770.00	24,770.00
Sherman County	1,000.00	1,000.00
Smith County	98,170.00	98,170.00
Somervell County	2,187.00	2,187.00
Starr County	38,896.00	38,896.00
Stephens County	4,098.00	4,098.00
Sterling County	1,000.00	1,000.00
Stonewall County	1,000.00	1,000.00
Sutton County	1,000.00	1,000.00
Swisher County	3,592.00	3,592.00
Taylor County	53,383.00	53,383.00
Terrell County	1,000.00	1,000.00
Terry County	4,747.00	4,747.00
Throckmorton County	1,000.00	1,000.00
Titus County	7,382.00	7,382.00
Tom Green County	65,299.00	65,299.00
Trinity County	3,231.00	3,231.00
Tyler County	14,385.00	14,385.00
Upshur County	24,958.00	24,958.00
Upton County	2,722.00	2,722.00
Uvalde County	11,644.00	11,644.00
Val Verde County	15,177.00	15,177.00
Van Zandt County	19,953.00	19,953.00
Victoria County	38,550.00	38,550.00
Walker County	25,895.00	25,895.00
Waller County	21,237.00	21,237.00
Ward County	4,702.00	4,702.00
Washington County	25,933.00	25,933.00
Webb County	109,927.00	109,927.00
Wharton County	28,890.00	28,890.00

Wheeler County	3,122.00	3,122.00
Wichita County	73,328.00	73,328.00
Wilbarger County	3,061.00	3,061.00
Willacy County	8,663.00	8,663.00
Wilson County	15,692.00	15,692.00
Winkler County	1,851.00	1,851.00
Wise County	27,922.00	27,922.00
Wood County	18,269.00	18,269.00
Yoakum County	3,764.00	3,764.00
Young County	11,990.00	11,990.00
Zapata County	3,299.00	3,299.00
Zavala County	2,297.00	2,297.00

**APPLICATION FOR APPOINTMENT OF LEGAL COUNSEL
FROM THE REGIONAL PUBLIC DEFENDER'S OFFICE**

Date: _____

As the District Judge for the _____ District Court, I am requesting the appointment of the Regional Public Defender's Office as legal counsel for: _____, Defendant, in the following criminal case pending before this Court:

State of Texas v. _____;

Cause No. (if available) and/or Warrant No.: _____;

and by submitting this application further certify as follows:

- _____ County is a participating county in the Regional Public Defender's Office Program.
- This case has been on the Court's docket for six (6) months or less.
- The Defendant has been certified as indigent, is charged with a capital criminal offense and is eligible to receive the death penalty and otherwise qualifies under the Regional Public Defender's Office Program.
- This appointment is in compliance with the County's Indigent Defense Policy (if any) and this appointment would comply with all applicable procedures.
- I understand that if any of the above requirements are not met, the RPDO may, per the terms of the interlocal agreement entered into between _____ County and the RPDO, deny this application and refuse the appointment to this case.

Honorable Judge
(Printed Name): _____

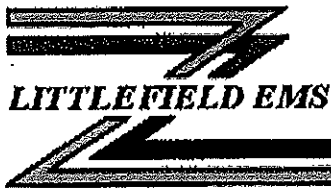
District Court

County, Texas

Received by the RPDO on _____ (Date) by _____ (Name)

Motion by Commissioner Carter, second by Commissioner Clevenger, 4 votes yes, 0 votes no, that Commissioners Court approved a line-item transfer to move budgeted funds from CPS Court Cases expense line to Court Administrator salary and fringe benefits. As per Hockley County request For a Line-Item Transfer recorded below.

Motion by Commissioner Clevenger, and second by Commissioner Graf, 4 votes yes, 0 votes no, that Commissioners Court approved the 2024 Contract and Agreement concerning ambulance service between the City of Littlefield and Hockley County, Texas. As per Contract and Agreement recorded below.



City of Littlefield
Emergency Medical Service
P.O. Box 1267 Littlefield, Texas 79339 806-385-6694

Dear Judge Baldrige,

Please consider this contract/agreement with City of Littlefield EMS and return it as soon as possible, as all contracts/agreements of this nature must be submitted to and be on file with Texas Department of State Health Services EMS Division prior to August 31.

Monica McGee

Director, City of Littlefield EMS
P.O. Box 1267
Littlefield, TX 79339
806-385-6694
mmcgee@lfdtx.city

CONTRACT AND AGREEMENT CONCERNING AMBULANCE SERVICE

THIS AGREEMENT is made and executed by and between the **CITY OF LITTLEFIELD, TEXAS**, acting through its Mayor, ERIC TURPEN, pursuant to Resolution adopted by the City Council of the CITY OF LITTLEFIELD, at its regular meeting on the 27 day of April, 2023 (hereinafter called "Littlefield"), and **HOCKLEY COUNTY, TEXAS**, acting by and through its County Judge, SHARLA BALDRIDGE, pursuant to Resolution adopted by the Commissioners Court of the Hockley County, at a regular meeting on the 10 day of July, 2023 (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 Thirty-Two Thousand Five Hundred Eighty Three Dollars and 83/100ths (\$32,583.83) per year in monthly installments. The monthly installments of Two Thousand Seven Hundred Fifteen and 32/100ths (\$2,715.32) will be paid with the first monthly payment being made on or before the 5th day of January 2024 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

- (28) 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.
- (29) 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

- (30) 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.
- (31) The Contract is a term of one (1) year commencing on the 1st day of January 2024 and ending on the 31st day of December 2024.

- (32) 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.
- (33) 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.
- (34) 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.
- (35) 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.
- (36) The terms of this Agreement cannot be modified except by written agreement signed by all parties hereto.

SIGNED and entered this the 10 day of July, 2023.

LITTLEFIELD, TEXAS

By: 
Eric Turpen,
Mayor

HOCKLEY COUNTY, TEXAS

By: 
Sharla Baldrige,
Hockley County Judge

Motion by Commissioner Wisdom, second by Commissioner Carter, 4 votes yes, 0 votes no, that Commissioners Court approved the Intergovernmental Agreement related to inmate housing between Garza County and Hockley County. As per Interlocal Agreement recorded below.



TERRY L. MORGAN

SHERIFF
GARZA COUNTY
POST, TEXAS 79356

PH. 806-495-3595 GARZA COUNTY LAW ENFORCEMENT CENTER 412 E. 15THSt. Post, Texas 79356

Due to the rising costs of operating my facility, I have found it necessary to go up on my rates for housing Out of County Prisoners. Effective October 1st, 2023 my rates per prisoner, per day, will be \$62.00. If you still wish to house your prisoners with us get the enclosed contracts signed by the appropriate people and please get them back to me before September 15th, 2023. We look forward to continue housing for you.

Thank You,

A handwritten signature in cursive script that reads "Terry L. Morgan".

Terry L. Morgan

06-27-2023

**INTERGOVERNMENTAL AGREEMENT BETWEEN GARZA
COUNTY AND HOCKLEY COUNTY REGARDING HOUSING OF
HOCKLEY COUNTY INMATES IN THE GARZA COUNTY
LAW ENFORCEMENT CENTER/JAIL**

THE STATE OF TEXAS

THE COUNTIES OF

HOCKLEY AND GARZA



KNOW ALL MEN BY THESE PRESENTS

The County of Garza, Texas hereafter referred to as 'GARZA' and the County of Hockley, Texas hereafter referred to as 'HOCKLEY', enter into the following agreement concerning the incarceration of overflow prisoners of HOCKLEY County Texas, and said agreement is set out as follows;

1. A) GARZA hereby agrees to house overflow prisoners incarcerated by HOCKLEY if space is available. The availability of the space shall be determined by the GARZA County Sheriff in accordance with jail regulations set out by the Texas Commission on Jail Standards concerning the operation of jails and categories of prisoners.

B) GARZA and HOCKLEY hereby agree that GARZA will not house any injured prisoner unless HOCKLEY furnishes an acceptable medical release signed by medical personnel, certifying that the prisoner may be incarcerated. Medical release shall be confirmed by GARZA medical personnel.

C) The fee for housing said prisoners shall be at the rate of \$62.00 per day, per prisoner, and GARZA shall bill HOCKLEY on a monthly basis for said cost by an itemized statement showing the number of days per each individual prisoner. GARZA will charge the per diem fee the day the inmate is booked in. The day the inmate is returned/released will not be charged.
2. HOCKLEY will pay for all hospital, health care services and prescription medications provided to any prisoners housed by GARZA for HOCKLEY. Nonprescription medications will be administered without charge by GARZA for indigent inmates.
3. HOCKLEY agrees to comply with all booking procedures of GARZA. GARZA agrees to furnish HOCKLEY with a copy of the required forms and procedures, which must include Article 15.17 paperwork by your county. If the Article 15.17 Warnings and Determinations cannot be performed because of time of arrest, we have zoom capabilities so your magistrate can conduct those proceedings online.


4. GARZA further agrees that should a prisoner be injured while being housed by GARZA that GARZA will within ten (10) hours notify HOCKLEY of said injury and provide HOCKLEY with copies of all incident report(s) relating to said injury.
5. The Garza County Sheriff reserves the right to refuse or remove any inmate from the Garza County Law Enforcement Center. HOCKLEY shall promptly arrange to take custody of it prisoner(s) if so requested by the Garza County Sheriff.
6. HOCKLEY shall be fully responsible and liable for all suits, damages, losses or expenses including reasonable attorney fees, but only in regard to transfer of prisoner(s) by HOCKLEY and duties herein assigned to HOCKLEY, specifically excluding the actual incarceration of prisoners by GARZA. HOCKLEY retains full liability for each inmate until the inmate has been booked in to the Garza County Law Enforcement Center.
7. GARZA shall be fully responsible and liable for all suits, damages, losses or expenses including reasonable attorney fees arising out of GARZA's performance or nonperformance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by GARZA County Law Enforcement Center and specifically excluding the transfer of prisoner(s) by GARZA County Law Enforcement Center and specifically excluding the transfer of prisoners to and from GARZA unless transported by GARZA.
8. The term of agreement will be one (1) year commencing on October 1, 2023. 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.
9. In the event any HOCKLEY County prisoner has to go to UMC Hospital in Lubbock, they will either need to transport and furnish Officers to guard their prisoner or agree to pay Garza County at the rate of \$30.00 per hour per Officer. UMC requires 2 Officers per inmate 24 hours a day.
 - A) All transports will be responsibility of HOCKLEY County. Upon the event that HOCKLEY is unable to provide transportation of inmate, a fee of \$0.56 per mile will be reimbursed to Garza County for providing transportation if we have transport officer and vehicle available.
 - B) If HOCKLEY County needs five or more prisoners transported to or from their county, they will be required to pay for a second Officer at the rate of \$30.00 per hour. Garza County will furnish one Officer at no charge. This is for Officer Safety.

ACCEPTED, APPROVED, and WITNESSED our hands on this the 10th day of July, 2023

Executed by the Sheriff of Garza County on this 14th day of August, 2023



Terry Morgan, Garza County Sheriff


Executed by the Sheriff of Hockley County on this 11 day of July, 2023.



Hockley County Sheriff

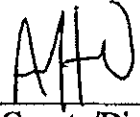
Garza County

Approved as to Form and Substance:


Lee Norman
County Judge, Garza County, TX.


Ted Weems
County Attorney, Garza County, TX.


Sharla Baldrige
County Judge,
Hockley County, TX.


County/District Attorney
Hockley County, TX.

Review the June 2023 fire runs as submitted by the City of Levelland.

of Apparatus: 2

Total Call Duration: 00:12:00

RESPONDED TO SMALL GRASS FIRE IN DITCH UPON ARRIVAL FIRE WAS OUT
UNITS WET DOWN THE AREA

2023184 0 6/27/2023 09:02 600 - Good intent call, other

Address: 6790 TRUMP CT, HOCKLEY CO, TX 79336

of Personnel: 4 Hours Paid per Person: Total Man Hours: .00

of Apparatus: 2

Total Call Duration: 00:43:00

PD ADVISED THERE WAS A RESIDENTIAL FIRE ALARM AT THIS RESIDENCE, AND THAT SMYER ASKED IF WE RESPOND, BECAUSE THEY COULD NOT. UPON ARRIVAL, WOLFFORTH WAS ALREADY ON SCENE AND ADVISED NOTHING SHOWING.

2023182 0 6/25/2023 15:11 600 - Good intent call, other

Address: 2300 E ELLIS ST, HOCKLEY CO, TX 79336

of Personnel: 3 Hours Paid per Person: Total Man Hours: .00

of Apparatus: 2

Total Call Duration: 00:29:00

LEVELLAND FIRE DEPARTMENT RECEIVED CALL IN REFERENCE TO BLACK SMOKE IN THE AREA OF VERETTO ROAD AND ELLIS. CALLER WAS UNABLE TO ADVISE A DEFINITE LOCATION. B14 RESPONDED TO AREA. UPON ARRIVAL, SHERIFF DEPUTY AND FIRE PERSONNEL WERE UNABLE TO LOCATE ANY SMOKE OR FIRE NEAR THE REPORTED AREA. AREA WAS CHECKED SEVERAL MINUTES. B14 RETURNED TO STATION. NO FURTHER AT THIS TIME. *****EOR*****

2023181 0 6/24/2023 15:41 350 - Extrication, rescue, other

Address: Intersection of FM 3261 & CACTUS DR, HOCKLEY CO, TX

of Personnel: 8 Hours Paid per Person: Total Man Hours: .00

of Apparatus: 4

Total Call Duration: 00:28:00

ASST EMS WITH TRAFFIC CONTROL ON MVA

2023175 0 6/16/2023 06:00 600 - Good intent call, other

Address: 3500 W STATE HIGHWAY 114, HOCKLEY CO, TX 79336

of Personnel: 4 Hours Paid per Person: Total Man Hours: .00

of Apparatus: 2

Total Call Duration: 00:22:00

PD RECEIVED A CALL FROM AN RP THAT STATED HE WAS DRIVING BETWEEN

KELLY RD AND FM 303 ON HWY 114 AND HIS CO MONITOR IN HIS TRUCK WENT OFF. UNITS DROVE THE AREA AND THERE WERE NO DETECTIONS FOUND.

2023173 0 6/10/2023 11:32 131 - Passenger vehicle fire
Address: Intersection of W STATE HIGHWAY 114 & RICHMOND RD, HOCKLEY CO, TX
of Personnel: 6 Hours Paid per Person: Total Man Hours: .00
of Apparatus: 5 **Total Call Duration: 00:42:00**

Received reports of a vehicle fire at the intersection of Richmond and 114. While enroute units were notified that the fire was out. Once on scene checked for any extension. All fire was out and units cleared and returned to the station.

2023172 0 6/7/2023 16:17 600 - Good intent call, other
Address: 6200 E FM 1585, HOCKLEY CO, TX 79336
of Personnel: 3 Hours Paid per Person: Total Man Hours: .00
of Apparatus: 2 **Total Call Duration: 00:43:00**

LEVELLAND FIRE DEPARTMENT RECEIVED CALL IN REFERENCE TO A SMALL GRASS FIRE IN THE BAR DITCH NEAR THE INTERSECTION OF FM 1585 & HUMMINGBIRD ROAD. PD DISPATCH ADVISED THAT SMYER VOLUNTEER FIRE DEPARTMENT WAS PAGED X 2 WITH NO RESPONSE. PD DISPATCH REQUESTED LEVELLAND FIRE TO RESPOND TO LOCATION. B14 AND DEPUTIES RESPONDED TO LOCATION. UPON ARRIVAL TO AREA, DEPUTIES AND FIRE UNIT WAS UNABLE TO LOCATE ANY FIRE IN THE AREA. UNITS RETURNED BACK TO SERVICE. NO FURTHER AT THIS TIME. *****EOR*****

2023167 0 6/1/2023 11:58 112 - Fires in structure other than in a building
Address: 2951 RICHMOND RD, HOCKLEY CO, TX 79336
of Personnel: 6 Hours Paid per Person: Total Man Hours: .00
of Apparatus: 5 **Total Call Duration: 03:24:00**

Received reports of a possible structure fire. While enroute contacted dispatch to also page whiteface units due to the location. Once on scene smoke was present. Units made an intial attack and searched for extension. After fire was out and Units began salvage and overhaul. Scene was released to the homeowner and all personnel returned to the station.

2023166 0 6/1/2023 09:22 322 - Motor vehicle accident with injuries
Address: Intersection of W STATE HIGHWAY 114 & S FM303, HOCKLEY CO, TX
of Personnel: 9 Hours Paid per Person: Total Man Hours: .00

of Apparatus: 4

Total Call Duration: 01:16:00

Received reports of a one vehicle rollover at 114 & 303. While enroute units were informed that all occupants were out of the vehicle. Once onscene found a dump truck on its side. Vehicle was out of the roadway. Scene was released to TX/DOT. All units returned to the station

Total Number of Incidents in this District: 12

Grand Total Call Duration: 0 Days, 15:3

Report Filter Settings

Report Name: County Monthly by Date - with Narrative

Filter Name: Date Range, District, and Incident Type Code

Filter Expression: (Not Is Null [IncidentNumber]) And ([AlarmDateTime] is between '6/1/2023 00:00' and '6/30/2023 23:59') And ([DistrictID] equals '2 - 2')

Motion by Commissioner Clevenger, second by Commissioner Graf, 4 votes yes, 0 votes no, that commissioners court approved a Tax Deed for Lots twenty-eight (28) and Twenty-nine (29). Ed M Hart Addition, to the City of Anton, Hockley County, Texas (R19152) to be purchased by Shannon Riebe for the amount of \$1,200.00. As per Tax Deed recorded below.

“NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.”

TAX DEED

STATE OF TEXAS §

§

COUNTY OF HOCKLEY §

WHEREAS, by a Warrant issued out of the 286th Judicial District Court of Hockley County, Texas; in Cause No. TX23032976 styled City of Anton, et al, vs. Owners of Various Properties Located Within the City Limits of Anton, Texas, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a warrant rendered in said cause on the 9th day of March, 2023, in favor of the Plaintiffs.

WHEREAS, in obedience to said Warrant, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 9th day of March, 2023 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff's sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said warrant established therein, the title to said real property pursuant to said warrant and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said warrant adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the warrant in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **ONE THOUSAND TWO HUNDRED DOLLARS AND 00/100 (\$1,200.00)**, said amount being the highest and best offer received from **Shannon Riebe, PO Box 422, Anton, Texas 79313**, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, and further subject to all presently recorded and validly existing restrictions, reservations, covenants, conditions, easements, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

Lot Twenty-eight (28) and Twenty-nine (29), in Block Two (2), Ed M. Hart Addition, to the City of Anton, Hockley County, Texas (R19152)

WHEREAS this conveyance is also subject to the following Fee Simple Determinable Condition:

Grantee will do everything necessary to bring the Property into compliance with all state and local codes within six months after expiration of the redemption period. An affidavit stating that the condition has been fulfilled recorded within six months after expiration of the redemption period, if not contradicted by a recorded statement filed within the same six months, is conclusive evidence that the condition has been satisfied, and Grantee and third parties may rely on it.

TO HAVE AND TO HOLD the above described property unto the named purchaser Shannon Riebe, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of warrant to all taxing units which were a party of said Warrant and as fully and absolutely as the entities named below can convey the above described real property by virtue of said warrant and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Shannon Riebe
Shannon Riebe

This instrument was acknowledged before me on the 16th day of October, 2023 by Shannon Riebe.

Amanda Gutierrez
Notary Public, State of Texas



This deed is effective as of the date of the last notary acknowledgment of the Grantors' and Grantee's signatures.

CITY OF ANTON

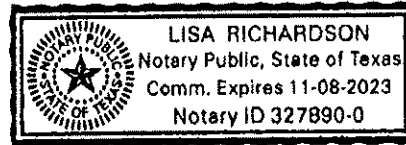
By: Blake Cate
Blake Cate, Mayor

ATTEST:

Lisa Richardson
City Secretary

This instrument was acknowledged before me on the 3 day of July, 2023 by Blake Cate, Mayor, on behalf of CITY OF ANTON in its capacity therein stated.

Lisa Richardson
Notary Public, State of Texas



HOCKLEY COUNTY

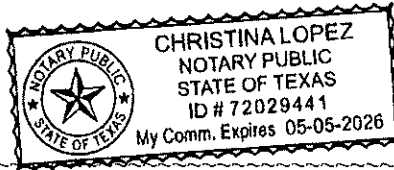
By: Sharla Baldrige
Sharla Baldrige, County Judge

ATTEST:

Amber Palmer
County Clerk

This instrument was acknowledged before me on the 10th day of July 2023 by Sharla Baldrige, County Judge, on behalf of HOCKLEY COUNTY in its capacity therein stated.

Christina Lopez
Notary Public, State of Texas



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Approved in form by R. Douglas Jordan, PLLC

Tax Deed: Shannon Riebe, PO Box 422, Anton, Texas 79313 (R19152)

ANTON INDEPENDENT SCHOOL DISTRICT

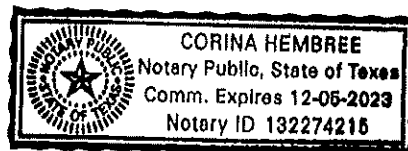
By: *[Signature]*
Kirk Carlisle, Board President

ATTEST:

[Signature]
Board Secretary

This instrument was acknowledged before me on the 24 day of July, 2023, by Kirk Carlisle, Board President, on behalf of ANTON INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.

[Signature]
Notary Public, State of Texas



SOUTH PLAINS JR. COLLEGE

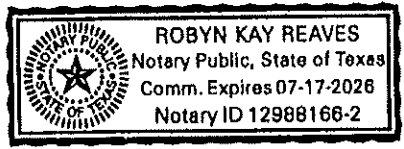
By: Mike Box
Mike Box, Chairman of Board of Regents

ATTEST:

[Signature]
Secretary

This instrument was acknowledged before me on the 10th day of August, 2023 by Mike Box, Chairman of Board of Regents, on behalf of SOUTH PLAINS JR. COLLEGE in its capacity therein stated.

[Signature]
Notary Public, State of Texas



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**HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT**

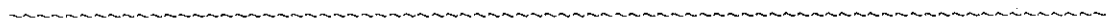
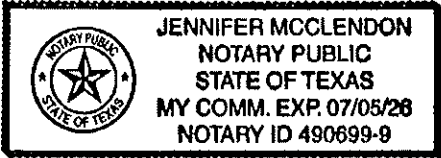
By: *Jason Coleman*  
Jason Coleman as General Manager

ATTEST:

\_\_\_\_\_  
Board Secretary

This instrument was acknowledged before me on the 17 day of August 2023, by Jason Coleman as General Manager, on behalf of HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT in its capacity therein stated.

*Jennifer McClendon*  
Notary Public, State of Texas





Motion by Commissioner Wisdom, second by Commissioner Carter, 4 votes yes, 0 votes no, that commissioners court approved the Plat for Roadrunner Road Estates, Lots 1-25, an addition being 130.39 acres called the west half of Tract 69, Ropesville farm Project out of League 11, Donley County School Land, recorded in Cabinet, Slide 26, Hockley County, Texas and located in Precinct 1. As per Plat recorded in Cabinet B, Slide 61.

Motion by Commissioner Carter, second by Commissioner Clevenger, 4 votes yes, 0 votes no, that Commissioners Court approved the Hockley County Game Room Regulations and the Application for a permit to Operate a Game room. As per Hockley County Game Room Regulations recorded below.

## HOCKLEY COUNTY GAME ROOM REGULATIONS

Adopted by Commissioners Court: 7-10-2023

### SECTION 1. GENERALLY.

WHEREAS, the Legislature of the State of Texas has amended Chapter 234 of the Local Government Code effective September 1, 2019, authorizing all counties, including Hockley County, to regulate Game Rooms; and,

WHEREAS, Hockley County, Texas, desires to promote the public health, safety, and welfare and to reduce the adverse secondary effects of illicit Game Rooms in Hockley County,

#### **THEREFORE, THE HOCKLEY COUNTY COMMISSIONERS COURT FINDS:**

1. Illicit Game Rooms, as a category of commercial uses, are associated with a wide variety of adverse secondary effects, including but not limited to, personal and property crimes, gambling offenses, weapon offenses, illicit drug use and drug trafficking, negative impacts on surrounding properties, urban blight, and litter.
2. Game Rooms should be separated from sensitive land uses to minimize the impact of their adverse secondary effects upon such uses, and should be separated from other Game Rooms, to minimize the adverse secondary effects associated with such uses and to prevent an unnecessary concentration of Game Rooms in one area.
3. Game Rooms should have restricted hours of operation due to the increase of personal crimes such as assaults, robberies, and other crimes against persons between the hours of midnight and 8 a.m.
4. Each of the foregoing adverse secondary effects constitutes a harm, which Hockley County, Texas has a substantial government interest in preventing and abating. The substantial government interest in preventing adverse secondary effects, which is Hockley County, Texas' rationale for the Regulations, exists independent of any comparative analysis between legal Game Rooms and illicit Game Rooms. Hockley County's interests in regulating Game Rooms extends to preventing future adverse secondary effects of either current or future Game Rooms that may locate in Hockley County, Texas.

#### **1.1. Authority to Regulate.**

- (a) The Regulations are promulgated pursuant to, and in conformity with, Chapter 234 of the Local Government Code, as amended, titled "County Regulation of Businesses and Occupations." The commissioners' court of a county may regulate the operation of Game Rooms to promote the public health, safety, and welfare, according to Section 234.133 of the Local Government Code.
- (b) It is the purpose of the Hockley County Commissioners Court to exercise its police power, as established under Chapter 234 of the Local Government Code, to establish reasonable and uniform regulation of Game Rooms to promote the public health, safety,

and welfare and to prohibit business activities which merely serve as a front for criminal activities, including, but not limited to, gambling and tax evasion.

- (c) The Regulations do not legalize anything prohibited under the Texas Penal Code or any other law(s) or regulation(s) under the laws of this State or the United States.

### **1.2. Administration.**

- (a) The Hockley County Commissioners Court hereby designates any law enforcement agency to investigate for violations of the Regulations. Any Peace Officer that is certified by the State of Texas may enforce the Regulations.
- (b) Under Section 234.138 of the Local Government Code, a Person commits an offense if the Person intentionally or knowingly operates a Game Room in violation of a regulation adopted under Section 234.133. An offense under this Section is a Class A misdemeanor.
- (c) In accordance with Section 234.133 of the Local Government Code, the State of Texas has granted the Hockley County Commissioners Court authority to promote public health, safety, and welfare.
- (d) Except as provided in Subsection 1.2(e) of the Regulations, the Hockley County Commissioners Court designates the Hockley County Sheriff or his designated Deputy as Game Room Permit Administrator for Hockley County, Texas. The Hockley County Sheriff shall supervise, control, and operate the Permit Office. The Hockley County Sheriff shall investigate, deny, issue, attach conditions to, administratively suspend, and/or revoke Game Room Permits pursuant to the Regulations and any applicable state law(s).
- (e) The Hockley County Commissioners Court allows incorporated cities or towns in Hockley County, Texas that have executed interlocal agreements with Hockley County, Texas to designate their own Game Room Permit Administrator. The Game Room Permit Administrator shall supervise, control, and operate the Permit Office. The Game Room Permit Administrator shall investigate, deny, issue, attach conditions to, administratively suspend, or revoke Game Room Permits pursuant to the Regulations and any applicable state law(s).

### **1.3. Areas Covered by the Regulations.**

Pursuant to Section 234.133 of the Local Government Code, the Regulations apply to all areas of Hockley County, Texas. This includes the incorporated and unincorporated areas of Hockley County, Texas.

### **1.4. Definitions.**

As used in the Regulations:

- (a) "**Game Room**" means a for-profit business located in a building or place that contains six (6) or more:

- (1) Amusement Redemption Machines, or
  - (2) electronic, electromechanical, or mechanical contrivances that, for consideration, afford a player the opportunity to obtain a prize or thing of value, the award of which is determined solely or partially by chance, regardless of whether the contrivance is designed, made, or adopted solely for bona fide amusement purposes.
- (b) **"Amusement Redemption Machine"** means any electronic, electromechanical, or mechanical contrivance designed, made, and adopted for bona fide amusement purposes that rewards the player exclusively with non-cash merchandise, prizes, toys, or novelties, or a representation of value redeemable for those items, that have a wholesale value available from a single play of the game or device of not more than 10 times the amount charged to play the game or device once, or \$5, whichever amount is less.
- (c) **"Owner"** means a Person who:
- (1) has an ownership interest in, or receives the profits from, a Game Room or an Amusement Redemption Machine located in a Game Room;
  - (2) is a partner, director, or officer of a business, company, or corporation that has an ownership interest in a Game Room or in an Amusement Redemption Machine located in a Game Room;
  - (3) is a shareholder that holds more than ten (10) percent of the outstanding shares of a business, company, or corporation that has an ownership interest in a Game Room or in an Amusement Redemption Machine located in a Game Room;
  - (4) has been issued by the Hockley County Clerk an assumed name certificate for a business that owns a Game Room or an Amusement Redemption Machine located in a Game Room;
  - (5) signs a lease for a Game Room;
  - (6) opens an account for utilities for a Game Room;
  - (7) receives a certificate of occupancy or certificate of compliance for a Game Room;
  - (8) pays for advertising for a Game Room; or,
  - (9) signs an alarm permit for a Game Room.
- (d) **"Interlocal Agreement"** means a cooperative agreement between Hockley County, Texas and an incorporated municipality.
- (e) To **"Operate a Game Room"** means to:
- (1) be an Owner or Operator of a Game Room as those terms are defined by Subsection 1.4(c) and 1.4(f) of the Regulations;

- (2) perform security services for a Game Room, including but not limited to, screening Game Room customers, regulating entry of customers into a Game Room, monitoring Game Room customers, and locking and/or unlocking a Game Room's door(s) during business hours;
  - (3) fund the operation of a Game Room;
  - (4) have a financial interest in a Game Room;
  - (5) receive any profit from a Game Room;
  - (6) supply machines described in Subsection 1.4(a) (1)-(2) to a Game Room;
  - (7) own machines described in Subsection 1.4(a) (1)-(2) located in a Game Room;
  - (8) receive any profit from a machine described in Subsection 1.4(a) (1)-(2) located in a Game Room; or,
  - (9) have machines described in Subsection 1.4(a) (1)-(2) registered in your name with Hockley County, Texas, the Cities of Anton, Levelland, Opdyke, Ropesville, Smyer, Sundown, Whitharral and/or the Texas Comptroller located in a Game Room.
- (f) **"Operator"** means an individual who:
- (1) operates a cash register, cash drawer, or other depository on the premises of a Game Room or of a business where money earned or the records of credit card transactions or other credit transactions generated in any manner by the operation of a Game Room or activities conducted in a Game Room are kept;
  - (2) displays, delivers, or provides to a customer of a Game Room; merchandise, goods, entertainment, or other services offered on the premises of a Game Room;
  - (3) takes orders from a customer of a Game Room for merchandise, goods, entertainment, or other services offered on the premises of a Game Room;
  - (4) acts as a door attendant to regulate entry of customers or other persons into a Game Room; or,
  - (5) supervises or manages other persons at a Game Room in the performance of an activity listed in this Subsection.
- (g) **"Applicant"** means an individual, proprietorship, corporation, association, and/or other legal entity required to obtain a Game Room Permit and/or an individual, proprietorship, corporation, association, and/or other legal entity that has applied for a Game Room Permit.
- (h) **"Sheriff"** means the Sheriff of Hockley County, Texas or the Sheriff's designated agent.

- (i) **"Game Room Permit Administrator"** means the Sheriff of Hockley County, Texas, the Sheriff's designated agent, or the designated official for a cooperating municipality.
- (j) **"Peace Officer"** means an individual described in Article 2.12 of the Texas Code of Criminal Procedure.
- (k) **"Person"** means an Owner, Operator, individual, employee, independent contractor, agent, proprietorship, corporation, association, or other legal entity.
- (l) **"Public Building"** means a building used by Federal, State, or local government that is open to the general public.
- (m) **"Regulations"** and/or "the Regulations" means these Regulations of Hockley County, Texas for the operation of Game Rooms.
- (n) **"School"** means a facility, including all attached playgrounds, buildings, stadiums, and other appurtenances that are part of the facility, used for the primary purpose of instruction or education, including primary and secondary schools, colleges, and universities, both public and private.
- (o) **"Gambling Device"** means a device described in Article 47.01(4) (A) of the Texas Penal Code.
- (p) **"Notice"** is deemed effective on the date written notice to an Applicant, permit holder, or agent thereof is hand delivered or posted on the front exterior door of the Game Room, or upon receipt by certified mail.
- (q) **"County Employee"** means any individual authorized by Hockley County, Texas to inspect a Game Room for compliance with the Regulations.

## **SECTION 2. GAME ROOM PERMITS.**

### **2.1. Application.**

- (a) It shall be unlawful for a Person to Operate a Game Room, use a Game Room, or maintain a Game Room in Hockley County, Texas that has not been issued a Game Room Permit pursuant to the Regulations. A Person who violates this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (b) A complete application shall be filed with the Game Room Permit Administrator. The application shall be filed on the form provided by the Game Room Permit Administrator or on an accurate and legible copy of that form. A copy of the application can be obtained from the Hockley County Sheriff's Office or from another source as determined by the Game Room Permit Administrator of a cooperating municipality.
  - (1) The Applicant shall apply in person. The Applicant shall be an Owner of the Game Room. The Game Room Permit Administrator shall establish the hours when an application can be submitted.

- (2) The Game Room Permit Administrator shall provide the fee schedule on the Game Room Permit Office website with the application form. The fee shall not exceed the annual Game Room Permit fee limit of \$1,000 as established by the Hockley County Commissioners Court. The application fee shall be attached to the application form.
  - (3) Incomplete applications shall not be accepted. Once a complete application has been submitted, the application process will begin.
  - (4) A receipt shall be hand delivered or sent by certified mail to the Applicant within fourteen (14) days of submission of a complete application and payment of the application fee to the Game Room Permit Administrator. A receipt showing payment of the application fee is not a Game Room Permit.
  - (5) Once a complete application has been received, the Game Room Permit Administrator will conduct up to three (3) inspections of the Applicant's proposed Game Room to ensure compliance with the Regulations. The Applicant must be present in person during these inspections. Furthermore, it shall be the responsibility of the Applicant to provide an interpreter if necessary, during the inspection(s).
    - i. After the initial inspection, the Applicant will be informed in writing of what corrections must be made to the proposed Game Room in order to comply with the Regulations.
    - ii. A re-inspection will be performed and the Applicant will again be informed in writing of what corrections must be made to the proposed Game Room in order to comply with the Regulations.
    - iii. If after a third and final inspection, the Applicant's proposed Game Room fails to comply with the Regulations, the Game Room Permit Administrator shall deny the application.
    - iv. If the proposed Game Room passes inspection, the Game Room Permit Administrator shall approve the application.
  - (6) The Applicant has sixty (60) days from the initial inspection to complete the inspection process. Failure to complete the inspection process within these sixty (60) days shall result in denial of the application. It is the duty of the Applicant to ensure that the process is completed in the requisite sixty (60) days.
  - (7) Failure to provide any information required by this Section, or a determination by the Game Room Permit Administrator that inaccurate, erroneous, and/or incomplete information has been submitted, the Game Room Permit application shall be denied.
- (c) In municipalities which have elected to adopt the Regulations, and where the Hockley County Commissioners Court has approved an Interlocal Agreement between the



municipality and Hockley County, Texas, the municipality shall designate an entity to receive and process Game Room applications. The municipality shall adopt a common operating procedure with requirements and processes reasonably similar to those set out by the Regulations. The municipality shall provide the application along with a description of the application and inspection process on the municipality's website.

- (d) Each application shall be accompanied by:
- (1) a true and correct copy of the assumed name certificate filed in the office of the Hockley County Clerk, bearing the file mark or stamp that evidences its filing, if the Game Room will be operating under an assumed name;
  - (2) a copy of the formative legal documents for the applicable legal entity(s) (e.g., the Articles of Incorporation);
  - (3) a non-refundable application fee of \$1,000 (the amount established by the Hockley County Commissioners Court);
  - (4) a photocopy of the Applicant's driver's license or government-issued photo identification;
  - (5) a copy of the current and valid lease agreement between the owner of the real property where the proposed Game Room is planning to operate from, and the Applicant, with the Applicant listed as an Owner of the Game Room, or proof that the Applicant owns the real property where the proposed Game Room is planning to operate from;
  - (6) a complete and accurate list of all Owner(s), Operator(s), employee(s), independent contractor(s), agent(s), and any other individual(s), proprietorship(s), corporation(s), association(s), or other legal entity(s) acting for, or acting on behalf of the Game Room along with a photocopy of the individual(s) driver's license or government-issued identification or incorporation papers as applicable;
  - (7) a copy of the State of Texas coin-operated machine occupation tax record(s), the State of Texas coin-operated machine license or registration certificate(s), and the Hockley County, Texas coin-operated machine occupation tax record(s) for each machine exhibited or displayed, or permitted to be exhibited or displayed, in the Game Room in a spread sheet format. Records shall include information detailing each machine found on the premises of the Game Room by identifying the machine by:
    - i. the name of the manufacturer;
    - ii. the serial number;
    - iii. the type of machine;
    - iv. the State of Texas Tax stamp including the year of expiration of each tax stamp required;

- v. the Hockley County Tax stamp including the year of expiration of each tax stamp required; and,
  - vi. the name of the individual(s), proprietorship(s), corporation(s), association(s), and/or other legal entity(s) that own, receive profits from, and has registered the machine in their name with Hockley County, Texas and the Texas Comptroller along with a description of their ownership and financial interest in the machine.
- (12) the Game Room Applicant's Federal Employer Identification Number (EIN);
  - (13) a certification that none of the Owner(s), Operator(s), employee(s), independent contractor(s), agent(s), and any other individual(s), acting for, or acting on behalf of the Game Room have been convicted of any level of any of the offenses listed in Subsection 2.2(b) (1) of the Regulations; and,
  - (14) a certification that all of the contents of the application, and the material presented above, are true and correct under the penalty of Perjury as defined by Section 37.02 of the Texas Penal Code. Additionally, any misrepresentation by the Applicant on his/her application is a third-degree felony offense as defined by Section 37.10 of the Texas Penal Code.
- (e) A Game Room application shall be rejected upon failure to produce all documents required in Subsection 2.1(d).
  - (f) A GAME ROOM SHALL NOT OPERATE DURING THE PENDENCY OF THE APPLICATION AND SHALL NOT OPERATE UNTIL THE GAME ROOM APPLICATION HAS BEEN APPROVED AND THE GAME ROOM PERMIT ISSUED.
  - (g) A Game Room Permit, in accordance with the Regulations, is not transferable, assignable, or divisible, and it is a violation of the Regulations for any Person to attempt to do so. If ownership of a Game Room changes, the Game Room shall be deemed unpermitted and the new Owner(s) must reapply and must do so before the Game Room may operate.
    - (1) A Person commits a Class A misdemeanor if they intentionally or knowingly transfer, assign, or divide a Game Room Permit issued pursuant to the Regulations, or attempt to do so. Further, they shall be assessed a civil penalty not to exceed \$10,000 per violation. Each Game Room Permit transferred, assigned, or divided or attempted to transfer, assign, or divide is a separate violation.
  - (h) An Applicant who submits an application under the Regulations must swear and affirm the truth of the contents therein under the penalty of Perjury as defined by Section 37.02 of the Texas Penal Code. Additionally, any misrepresentation on the application is a third-degree felony offense as defined by Section 37.10 of the Texas Penal Code.

## 2.2. Grounds for Denial, Revocation, or Suspension of a Game Room Permit.

- (a) Any violation of any Section or Subsection of the Regulations, or failure to meet all requirements of any Section or Subsection of the Regulations, where applicable, shall be grounds for denial, revocation, or suspension of a Game Room Permit. If a Game Room's Permit has been denied, revoked, or suspended, the Game Room shall not operate during the pendency of any appeal to the hearing examiner from the denial, revocation, or suspension of a Game Room Permit.
- (b) **Denial of a Game Room Permit.** A Game Room Permit shall be denied upon a finding by the Game Room Permit Administrator of any of the following facts:
  - (1) an Applicant, Owner(s), Operator(s), employee(s), independent contractor(s), agent(s), and any other individual(s), acting for, or acting on behalf of the Game Room, has previously violated, or been convicted of, any level of offense for the following crimes:
    - i. gambling, gambling promotion, keeping a gambling place, gambling information, possession of gambling devices or equipment, or possession of gambling paraphernalia, as described by Chapter 47 .of the Texas Penal Code;
    - ii. forgery, credit card abuse, or commercial bribery as described by Chapter 32 of the Texas Penal Code;
    - iii. any criminal offense described by Chapter 34 of the Texas Penal Code;
    - iv. criminal attempt, conspiracy, or solicitation to commit any of the foregoing offenses; or any other offense to the laws of another state or of the United States that, if committed in this State, would have been punishable as one or more of the aforementioned offenses; and,
      - A. less than two (2) years has elapsed since the date of the violation, or of the conviction, or of the date of release from confinement imposed by the conviction, whichever is the later date, if the violation or conviction was a misdemeanor offense; or,
      - B. less than five (5) years has elapsed since the date of the violation, or conviction, or the date of release from confinement imposed by the conviction, whichever is the later date, if the violation or conviction was a felony offense.
  - (2) an Applicant makes a misleading statement in the application for a Game Room Permit, provides false, fraudulent, or untruthful information in the application for a Game Room Permit, and/or withholds pertinent information in the application for a Game Room Permit;
  - (3) an Applicant is under eighteen (18) years of age;

- (4) an Applicant, Owner(s), Operator(s), employee(s), independent contractor(s), agent(s), and any other individual(s), acting for, or acting on behalf of the Game Room, has had a Game Room Permit revoked within the one hundred and eighty (180) day period immediately preceding the date the application was filed;
  - (5) an Applicant, Owner(s), Operator(s), employee(s), independent contractor(s), agent(s), and any other individual(s), acting for, or acting on behalf of the Game Room, is delinquent in the payment to the county of taxes, fees, fines, or penalties assessed or imposed regarding the operation of a Game Room;
  - (6) an application or renewal fee required by the Regulations has not been paid;
  - (7) an Applicant fails to complete the inspection process within the sixty (60) day period described in Subsection 2.1 of the Regulations;
  - (8) an offense described in Subsection 2.2(b) (1) or Subsection 3.12(b) of the Regulations was committed at the Game Room or another Game Room at the same location within one (1) year prior to the application; or,
  - (9) any violation of Section 2 or 3 of the Regulations.
- (c) If the Game Room Permit Administrator denies a Game Room Permit application, the Game Room Permit Administrator shall document the denial and provide Notice to the Applicant of the denial within twenty-one (21) days from the date on which the denial was documented by the Game Room Permit Administrator. The denial letter shall provide the reason(s) for the action.
- (d) **Revocation or Suspension of a Game Room Permit.** The Game Room Permit Administrator shall have the authority and power to initiate a proceeding to revoke, or administratively suspend, a Game Room Permit if one (1) or more of the following events or conditions has occurred:
- (1) any violation of any of the offenses described in Subsection 2.2(b) (1), or Subsection 3.12(b), of the Regulations has occurred on the premises of the Game Room;
  - (2) the Applicant made a misleading statement in the application for the Game Room Permit, provided false, fraudulent, or untruthful information in the application for a Game Room Permit, and/or withheld pertinent information in the application for a Game Room Permit;
  - (3) the Game Room Permit should not have been issued pursuant to the Regulations;
  - (4) an Applicant, Owner(s), Operator(s), employee(s), independent contractor(s), agent(s), and any other individual(s), acting for, or acting on behalf of the Game Room has violated any of the offenses described in Subsection 2.2(b) (1), or Subsection 3.12(b), of the Regulation; and/or,
  - (5) any violation(s) of Section 2 or 3 of the Regulations.

- (e) If any of the stated events or conditions providing a basis for revocation or suspension of a Game Room Permit under Subsection 2.2(d) has occurred, the Game Room Permit Administrator shall document the violation and provide Notice to the Applicant or permit holder of revocation or suspension within twenty-one (21) days from the date on which the violation was documented by the Game Room Permit Administrator. The revocation or suspension letter shall provide the reason(s) for the action. A revocation or suspension of a Game Room Permit by the Game Room Permit Administrator shall become final on the seventh (7th) day after Notice, except for situations outlined in Subsection 2.2(t) of the Regulations.
- (f) A revocation or suspension of a Game Room Permit by the Game Room Permit Administrator shall take immediate effect upon Notice by the Game Room Permit Administrator if:
  - (1) an Applicant, Owner(s), Operator(s), employee(s), independent contractor(s), agent(s), and any other individual(s), acting for, or acting on behalf of the Game Room violated any offense described in Subsection 2.2(b) (1) or Subsection 3.12(b) of the Regulations;
  - (2) a violation of any offense described in Subsection 2.2(b) (1) or Subsection 3.12(b) of the Regulations has occurred on the premises of the Game Room;
  - (3) there is a necessity for immediate action to protect the public from injury or imminent danger; or,
  - (4) a Game Room Permit was issued based on a misrepresentation in the application, and but for the misrepresentation, the Game Room Permit would not have been issued.

### **2.3. Game Room Permit Appeal Hearings.**

- (a) If the Game Room Permit Administrator denies a Game Room Permit application, revokes a Game Room Permit, or administratively suspends a Game Room Permit, the Applicant or permit holder shall have the opportunity to make a written request for a hearing before a hearing examiner appointed by the Hockley County Commissioners Court. The hearing examiner shall not have participated in any investigation of the alleged grounds for denial, revocation, or suspension.
- (b) All requests for hearings must be in writing and delivered to the Game Room Permit Administrator within fourteen (14) days upon Notice to the Applicant or permit holder. The Applicant or permit holder waives the right to a Game Room Permit appeal hearing if the request is not timely received by the Game Room Permit Administrator.
- (c) The Game Room Permit appeal hearing shall be held within twenty-one (21) days from the receipt of request for a Game Room Permit appeal hearing by the Game Room Permit Administrator. The Applicant, permit holder, and Game Room Permit Administrator shall

be provided an opportunity to present evidence, cross-examine witnesses, and be represented by legal counsel. The formal rules of evidence do not apply.

- (d) It shall be the responsibility of the Applicant or permit holder to provide a court reporter and an interpreter if necessary for the Game Room Permit appeal hearing before the hearing examiner.
- (e) The Applicant or permit holder shall be present in person at the Game Room Permit appeal hearing. If the Applicant or permit holder is not present in person at the Game Room Permit appeal hearing, his or her Game Room Permit shall be automatically be denied or revoked.
- (f) The hearing examiner has the power to uphold or reverse the denial, revocation, or suspension of the Game Room Permit. The hearing examiner shall issue a written order based on his or her determination within twenty one (21) days from the date of the Game Room Permit appeal hearing.
- (g) If the hearing examiner determines, based upon the nature of the violations, that a suspension in lieu of revocation is appropriate, operation of the Game Room shall be suspended for a period not to exceed one hundred and eighty (180) days. The hearing examiner shall issue a written order suspending the Game Room Permit and attaching conditions, if applicable, and the suspension shall become effective on the date the hearing examiner issues his or her order.
- (h) Upon a finding by the hearing examiner that Subsection 2.2(d) (1), 2.2(d) (2), 2.2(d) (3), 2.2(d) (4), and/or 2.2(d) (5) of the Regulations has been violated, revocation of the Game Room Permit shall be mandatory.
- (i) The decision of the hearing examiner shall be final. On final decision by the hearing examiner, the losing party may appeal the decision by filing a petition in a district court in the county with jurisdiction within thirty (30) days after the date of the decision by the hearing examiner. Appeals to the district court shall be governed by the substantial evidence rule defined by Section 2001.174 of the Government Code.

#### **2.4. Game Room Operation During the Pendency of an Appeal to District Court.**

- (a) If the Applicant's or permit holder's appeal to the hearing examiner for revocation, or suspension is unsuccessful, the Game Room shall not operate during the pendency of an appeal to the District Court.
- (b) If the Applicant's or permit holder's appeal to the hearing examiner for denial, revocation, or suspension is successful, the Game Room may resume operation and may operate during the pendency of an appeal to the District Court.
- (c) No Game Room may operate pending an appeal for denial of a Game Room Permit to the District Court.

## **2.5. Reapplication.**

- (a) After the hearing examiner's final ruling of permit denial or revocation, an Applicant may reapply for a Game Room Permit after the expiration of one hundred and eighty (180) days from the date of his or her ruling.
- (b) This application will be considered a new application in regard to the application timelines and fee established in Subsection 2.1 and for the distance requirements set forth in Subsection 3.9.

## **2.6. Permit Renewal; Permit Fee-Levied; Amount; Payment.**

- (a) A Game Room Permit may be renewed for the following year starting sixty (60) days before expiration of the current permit by filing a complete application for a Game Room Permit with the Game Room Permit Administrator and paying the applicable fee set forth in the Regulations. A renewal application shall be subject to the same requirements in the Regulations as are required for a Game Room Permit application. As long as the completed renewal application was submitted within this sixty (60) day period, the previous permit will remain in effect until the Game Room Permit Administrator makes a determination in accordance with the Regulations as to whether the Game Room Permit will be renewed.
- (b) An Applicant shall pay a non-refundable Game Room Permit fee of \$1,000 as established by Hockley County Commissioners Court. The Game Room Permit fee shall be paid in person to the Game Room Permit Administrator upon application renewal. A receipt of payment and of renewal application submission shall be hand delivered or sent by certified mail to the Applicant within fourteen (14) days of the receipt of the non-refundable fee.

## **2.7. Contents of a Game Room Permit.**

When the application process is complete and the proposed Game Room has met all the requirements set forth in the Regulation, the Game Room Permit Administrator shall give the Applicant a signed certificate. The certificate constitutes a Game Room Permit to operate the proposed Game Room for one (1) year from the date the Game Room Permit is issued. The Game Room Permit shall list the identity of the issuing Game Room Permit Administrator. The Game Room Permit shall list the date of issue and the date of expiration. The Game Room Permit shall list the name of the permit holder, name of the Game Room, and the physical address of the Game Room. If the permit holder is a corporation or legal entity, the Game Room Permit shall list the individual(s) asserting control over the legal entity. The Game Room Permit shall list any and all exemptions to the requirements of Section 3 of the Regulations for which the permit holder has qualified for. The Game Room Permit Administrator shall keep a signed copy of the Game Room Permit for the Administrator's records.

## **2.8. Penalty for Operating a Game Room without a Game Room Permit.**

- (a) A Person who Operates a Game Room without first paying the fee and securing a Game Room Permit pursuant to the Regulations, or who Operates a Game Room after the Game Room Permit has been revoked or suspended, shall be assessed a civil penalty no to exceed \$10,000 per violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (b) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection. (c) A violation of Section 2 of the Regulations is grounds for denial, revocation, or suspension of a Game Room Permit.

## **2.9. Effect.**

Each Applicant, Owner(s), Operator(s), employee(s), independent contractor(s), agent(s), and any other individual(s), acting for, or acting on behalf of a Game Room must meet and comply with all requirements of all applicable law(s). The issuance of a Game Room Permit pursuant to the Regulations shall not excuse any Applicant, Owner(s), Operator(s), employee(s), independent contractor(s), agent(s), and any other individual(s), acting for, or acting on behalf of a Game Room, or any patrons of such premises from compliance with such law(s) or regulation(s).

## **SECTION 3. GAME ROOMS.**

### **3.1. Inspection by a Peace Officer.**

- (a) **Inspection.** Peace Officers, and/or designated County Employees are authorized to inspect any business in Hockley County, Texas for violations of the Regulations. The Regulations do not authorize a right of entry prohibited by law. Peace Officers, and/or designated County Employees may enter a business with consent, with a warrant, or under exigent circumstances. A Game Room Permit issued pursuant to the Regulations gives Peace Officers, and/or designated County Employees implied consent to enter and to inspect any Game Room for violations of the Regulations.
- (b) **Unpermitted Game Rooms.** An unpermitted business that holds itself out as a Game Room by sign, advertisement, word-of-mouth, by offering memberships, and/or by offering for play or displaying six (6) or more machines described in Subsection 1.4(a) (1)- (2), is subject to inspection by any Peace Officer, and/or designated County Employee and is a Game Room under the Regulations.
  - (1) Refusal to allow any Peace Officer, and/or designated County Employee entry to inspect such unpermitted Game Room may be considered in establishing probable cause for the issuance of a search warrant to inspect for violations of the Regulations.
  - (2) An unpermitted Game Room is subject to the Regulations and will be held liable for all civil and criminal penalties listed herein.



- (c) **Compliance Inspection.** Any Peace Officer, and/or designated County Employee may inspect a permitted Game Room located within their jurisdiction to determine whether or not the Game Room is in compliance with the Regulations.
- (d) **Consent to Entry.** A Person who does not allow a Peace Officer, and/or designated County Employee to inspect a Game Room commits an offense. If a Person Operates a Game Room in violation of this Subsection, they shall be assessed a civil penalty not to exceed \$10,000 per violation. Each Peace Officer, and/or designated County Employee denied entry will be considered a separate violation.
- (e) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (f) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

### **3.2. Game Room Sign Required.**

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room shall have each outside door marked with a sign that:
  - (1) reads "GAME ROOM" in four (4) inch or larger block lettering; and,
  - (2) is legible and visible at all times from a distance of twenty-five (25) feet from the outside door.
- (c) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each outside door not marked is considered a separate violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (d) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (e) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

### **3.3. Fire and Life Safety.**

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room shall provide doors that are readily accessible without the use of a key, special knowledge, or effort during business hours or any other hours of operation.
- (c) A Game Room shall comply with all construction and fire codes, and shall pay any court-approved fee(s) associated with a fire and life safety inspection, plan review, occupancy load calculation, or complaint.

- (d) All construction and fire code regulations will be strictly enforced and Game Rooms shall provide any Peace Officer, and/or designated County Employee with immediate access to the premises at all times.
- (e) A Game Room shall not use electronic locks to prevent entry during business hours.
- (f) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (g) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (h) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

### **3.4. Transparent and Uncovered Windows and Doors Required.**

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room shall provide at least one (1) window in the front of the building and at least one (1) other window on one (1) other side meeting the criteria set forth in Subsection (c), allowing a clear and unobstructed view of all machines described in Subsection 1.4(a) (1)-(2) located in the Game Room.
- (c) It shall be unlawful for a Person to exhibit or display, or to permit to be exhibited or displayed, any machine described in Subsection 1.4(a) (1)-(2) in a Game Room unless the required transparent walls or windows of the Game Room:
  - (1) are located on at least two (2) sides of the Game Room, and each machine described in Subsection 1.4(a) (1)-(2) located therein is visible through such walls or windows; and,
  - (2) at the lowest point are not more than four (4) feet above the adjacent sidewalk or ground level; and,
  - (3) at the highest point are at least eight (8) feet higher than the adjacent sidewalk or ground level; and,
  - (4) are at least four (4) feet wide.
- (d) A Game Room shall provide transparent uncovered glass in each exterior Game Room window or door.
- (e) It shall be unlawful for a Person to cover or tint a Game Room window or door, or otherwise block a window or door so as to obscure the view of any machine described in Subsection 1.4(a) (1)-(2) located in a Game Room, or the interior of the location from a sidewalk through a Game Room window or door.

- (f) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (g) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (h) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

### **3.5. Hours of Operation.**

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room shall operate only between the hours of 8 a.m. and 11 p.m., Monday-Saturday. All Game Rooms shall be closed on Sunday between the hours of 12:00 a.m. and 11:59 p.m.
- (c) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each hour of the day that a Game Room is operating during prohibited hours in violation of the Regulations is a separate violation.
- (d) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (e) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room

### **Permit. 3.6. Display of a Game Room Permit.**

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room shall post or display the current original Game Room Permit in plain sight in a common area accessible to the public without having to enter into a controlled area of the business.
- (c) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (d) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (e) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

### 3.7. Recordkeeping.

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room shall maintain onsite, and produce to any Peace Officer, and/or designated County Employee for inspection:
  - (1) a record for each employee that contains the name, address, date of birth, job function, W-2 or W-4 form, a copy of application for work with the Game Room, a copy of the I-9 filed as part of Employment Eligibility Verification for the Department of Homeland Security, and a photograph of the employee;
  - (2) a daily register that contains the name, date of birth, and job function of each employee and/or independent contractor present at the establishment that day. Every Owner, Operator, employee, independent contractor, agent, and/or any other individual acting for or acting on behalf of the Game Room is required to sign the daily register with the information required above immediately upon entering the Game Room; and,
  - (3) a copy of the Hockley County and State of Texas tax record forms detailing each machine found on the premises of the Game Room by identifying the machine by name of manufacturer, serial number, type of machine, the serial number of the State of Texas Tax stamp to include the year of expiration of each tax stamp required, the Hockley County Tax Stamp to include the year of expiration of each tax stamp required, and the name of the individual(s), proprietorship(s), corporation(s), association(s), or other legal entity(s) that owns, receive profits from, and has registered the machine in their name with the Texas Comptroller with a brief description of their ownership and financial interest in the machine in a spread sheet format.
- (c) A Game Room shall preserve the daily register required by Subsection (b)(2) for ninety (90) days after the date the register was made. The register must be maintained at the Game Room, it must be accessible by any Person on duty at the Game Room, and must be made available to any Peace Officer, and/or designated County Employee upon request.
- (d) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each record required under this Subsection that is missing and/or is deficient is considered a separate violation. Each day the record is missing and/or is deficient is considered a separate violation.
- (e) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (f) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room

**Permit. 3.8. Prohibited Employment.**

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) It shall be unlawful for any Owner, Operator, employee, independent contractor, agent, and/or any other individual acting for, or acting on behalf of a Game Room to have been previously convicted of, entered a plea of nolo contendere or guilty, or received deferred adjudication for any offense set forth in Subsection 2.2(b) (1).
- (c) It is the responsibility of any Owner or Operator to conduct a criminal background check on every Owner, Operator, employee, independent contractor, and/or any other individual acting for, or acting on behalf of a Game Room.
- (d) Failure to comply with any of the requirements of this Subsection shall result in a violation and be punishable by a civil penalty assessed against any Owner or Operator not to exceed \$10,000 per violation. Every prohibited Owner, Operator, employee, independent contractor, and/or any other individual acting for, or acting on behalf of a Game Room that was convicted of, entered a plea of nolo contendere or guilty, or received deferred adjudication for any offense set forth in Subsection 2.2(b) (1) and/or not subjected to a criminal background check is considered a separate violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (e) An Owner or Operator commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (f) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room

**Permit. 3.9. Distance and Location Restrictions.**

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) Except for Game Rooms in operation before the passage of this Ordinance, the number of Game Room Permits shall be limited to one (1) permit per 10,000 County residents, to be based off the most recent census performed by the US Census Bureau.
- (c) Except for Game Rooms in operation before the passage of this Ordinance, Game Rooms shall be located on property having frontage to a state highway or interstate highway and/or direct access to a state highway or interstate highway.
- (d) A Game Room in operation shall not be located:
  - (1) within 1,500 feet from any existing or planned school, regular place of religious worship, and/or residential neighborhood. "Planned" means that steps have been taken toward the facility's or structure's development including but not limited to a permit received, a plat approved, design work started, a bond received, or an order approved by a governmental entity's governing body; or,

- (2) within a distance of 2,000 feet from where two (2) or more other Game Rooms are located.
- (e) For the purposes of this Subsection, measurements shall be made in a straight line from the nearest portion of the building or appurtenances used by the Game Room to the nearest portion of the building or appurtenances that are used for the purposes identified in Subsection (b) above.
- (f) Game Rooms are exempt from the distancing restrictions upon proof that the Applicant continuously owned and operated the Game Room at the same location and under the same name prior to the date these regulations were adopted. If the Game Room changes its name, its Owner, and/or adds another Owner after this date, or if the Game Room Permit was suspended or revoked, or if the Game Room Permit was denied renewal, or if the Game Room Permit is allowed to lapse, then the Game Room will be considered a new Game Room and not exempt from the distance requirements outlined in this Subsection.
- (g) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (h) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (i) The following Game Rooms are exempt from the distancing requirements set forth in this Subsection:
  - (1) Game Rooms that meet the requirements of Subsection 3.9(d) above.
- (j) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

### **3.10. Game Room Memberships.**

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) Game Room memberships are prohibited for any purpose.
- (c) A Game Room shall not restrict entry to a Game Room and/or prohibit the participation in any activity inside a Game Room by a patron through the requirement of a Game Room membership.
- (d) Game Rooms shall not issue membership cards to any individual for any purpose.
- (e) Game Rooms shall not have, make use of, employ, and/or require check-in procedures of any kind prior to entering or before exiting a Game Room.
- (f) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each person denied entry is considered a separate violation. Each membership card issued is considered a separate violation.

Each individual subjected to any check in procedure prior to entering or before exiting a Game Room is considered a separate violation. Each day a violation occurs or continues to occur is considered a separate violation.

- (g) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (h) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

### **3.11. Machines Located in a Game Room.**

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room shall obtain an occupation tax permit from the Hockley County and the State of Texas Tax Assessor-Collector for each Machine, monitor, individual viewing position or separate station described in Subsection 1.4(a) (1)-(2) located in the Game Room and affix the tax permit to the appropriate Machine described in Subsection 1.4(a) (1)-(2).
  - (1) The annual fee to be paid to the Hockley County Tax Assessor-Collector will be twenty-five (25) percent of the State's annual fee per machine.
  - (2) All Machine tax permit applications are required to indicate the location on the application where the Machines described in Subsection 1.4(a) (1)-(2) are physically located.
  - (3) Whenever a machine described in Subsection 1.4(a) (1)-(2) is found not to be in compliance as to tax permits, it shall be locked by the Tax Assessor Collector's Office or any Peace Officer and cannot be used until the Owner purchases a tax permit for the machine at a cost of \$100, regardless of which quarter of the year the unlock fee is paid, and then pays an "unlock fee" of \$5 per machine.
  - (4) A Game Room shall allow a Peace Officer, and/or designated County Employee entry to the Game Room to inspect for violations of the Subsection.
- (c) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each machine described in Subsection 1.4(a) (1)-(2) located in the Game Room that is not registered with a valid current year video tax stamp decal from Hockley County and the State of Texas prominently displayed on each machine will be considered a separate violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (d) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (e) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room.

### **Permit. 3.12. Illegal Machines.**

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) It shall be unlawful for a Game Room to keep, exhibit, operate, display, or maintain any gambling device that is prohibited by the Constitution of this state or Chapter 47 of the Texas Penal Code, GAMBLING.
- (c) Additionally, a civil penalty not to exceed \$10,000 shall be placed on a Person who Operates a Game Room for any machine described in Subsection 1.4(a) (1)-(2) located in the Game Room that is being used and/or has been used for illegal gambling.
- (d) If a law enforcement agency determines through an investigation(s) that a Game Room was in operation violating Chapter 47 of the Texas Penal Code, then every machine described in Subsection 1.4(a) (1)-(2) located in the Game Room shall be considered in violation of this Subsection. A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (e) Any violation of this Subsection is grounds for mandatory denial and/or mandatory revocation of a Game Room Permit.
- (f) An individual's compliance with the Regulations, including Operating a Game Room under a permit issued pursuant to the Regulations, is not a defense to prosecution for an offense under Chapter 47 of the Texas Penal Code.

### **3.13. Age Restriction**

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) It shall be unlawful for any Game Room to allow any person under the age of 18 to play any Amusement Redemption Machine.
- (c) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation.
- (d) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (e) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

### **3.14. Owners of an Illegal Game Room.**

It is not a defense to prosecution under this Section if an individual does not have the DBAs in his/her name and/or does not lease the property in his/her name.



### 3.15. Injunction; Civil Penalty; Fees.

- (a) **Injunction.** Pursuant to Section 234.137 of the Local Government Code, Hockley County, Texas is authorized to sue in district court for an injunction to prohibit the violation or threatened violation of the Regulations.
- (1) **Parties Subject to Injunction.** Hockley County, Texas may sue in district court for an injunction to prohibit the violation or threatened violation of the Regulations against any Owner, Operator, or other person or entity who maintains, owns, uses, is a party to the use, or who owns the real property where the violation or threatened violation of the Regulations is occurring and/or has occurred.
  - (2) **Notice.** As a prerequisite to filing a suit seeking injunctive relief under Subsection 3.16(a), Hockley County, Texas shall give written Notice to the party from which relief is sought at least thirty (30) days before filing suit. This written Notice will advise the party from which relief is sought of the violation or threatened violation occurring on the premises.
  - (3) **Abatement.** A person or entity against whom a suit is pending who does not receive written Notice, as outlined in Subsection 3.16(a) (2), may file a plea in abatement not later than the thirtieth (30th) day after the date the person or entity files an original answer in the court in which the suit is pending. The court shall abate the suit if the court, after a hearing, finds that the person or entity is entitled to an abatement because Notice was not provided as required by Subsection 3.16(a)(2). The court shall abate the suit no longer than thirty (30) days.
- (b) **Civil Penalty.** Pursuant to Section 234.137 of the Local Government Code, a person who violates a Section or Subsection of the Regulations is liable to Hockley County, Texas for a civil penalty of not more than \$10,000 for each violation. Each day a violation continues is considered a separate violation for purposes of assessing a civil penalty. Hockley County, Texas may bring suit in district court to recover a civil penalty.
- (c) **Fees.** Pursuant to Section 234.137 of the Local Government Code, Hockley County, Texas is entitled to recover reasonable expenses incurred in obtaining injunctive relief, civil penalties, or both including reasonable attorney's fees, court costs, and investigatory costs.

**SECTION 4. CUMULATIVE EFFECT OF REGULATIONS; SEVERABILITY.**

**4.1. Cumulative Effect.**

Authority under the Regulations is cumulative of other authority that Hockley County, Texas and its incorporated municipalities have to regulate Game Rooms and does not limit that authority.

**4.2. Severability Clause.**

If a Section or Subsection of the Regulations, or certain applications of a Section or Subsection, is found unconstitutional, the remaining Sections or Subsections, or applications of those Sections or Subsections, will continue in force as law.

Effective Date: This Ordinance shall become effective 7-10-2023.

BE IT SO ORDERED.

Adopted on this 10<sup>th</sup> day of July, 2023.

HOCKLEY COUNTY, TEXAS

Sharla Baldrige  
Sharla Baldrige, County Judge

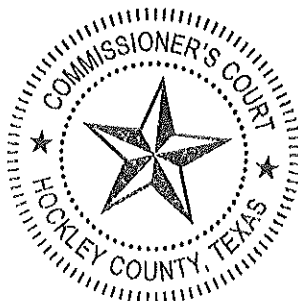
Alan Wisdom  
Alan Wisdom, Commissioner, Precinct 1

Larry Carter  
Larry Carter, Commissioner, Precinct 2

Seth Graf  
Seth Graf, Commissioner, Precinct 3

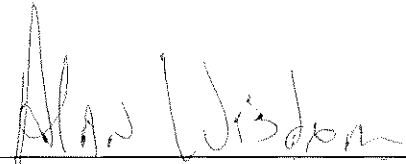
Tommy Clevenger  
Tommy Clevenger, Commissioner, Precinct 4

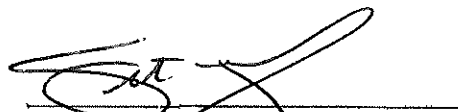
Attest:  
Jennifer Palermo  
Jennifer Palermo, Hockley County Clerk

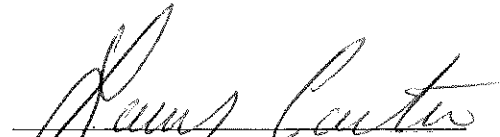



There being no further business to come before the Court, the Judge declared Court adjourned, subject to call.

The foregoing Minutes of a Commissioner's Court meeting held on the 10<sup>th</sup> day of July, A. D. 2023, was examined by me and approved.

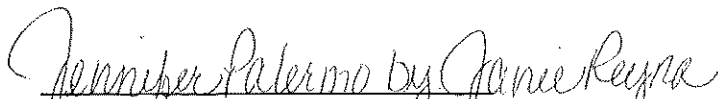
  
Commissioner, Precinct No. 1

  
Commissioner, Precinct No. 3

  
Commissioner, Precinct No. 2

  
Commissioner, Precinct No. 4

  
County Judge

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

