



**AGENDA PLACEMENT FORM**

(Submission Deadline – Tuesday, 12:00 PM before Regular Court Meetings)

**Date:** May 30, 2023

COMMISSIONERS COURT

**Meeting Date:** June 12, 2023

JUN 12 2023

**Submitted By:** Bill Moore

**Approved**

**Department/Office:** County Attorney

**Signature of Director/Official:** Bill Moore

**Agenda Title:**

Consideration of Interlocal Agreement Between Hockley County, Texas and Johnson County, Texas for Hockley County to use Johnson County facilities to conduct a trial at the Guinn Justice Center and for Johnson County to house the inmate during the trial

**Public Description** (Description should be 2-4 sentences explaining to the Court and the public what action is recommended and why it is necessary):

Hockley County has transferred venue for a capital murder case from Hockley County to Johnson County. The Interlocal Agreement sets forth the agreement for Johnson County to allow Hockley County to use the facilities at the Guinn Justice Center for the trial and for the Johnson County Sheriff to house the inmate during the trial. The agreement also sets forth the reimbursement by Hockley County to Johnson County for certain expenses.

(May attach additional sheets if necessary)

Person to Present: Bill Moore

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC  CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 5 minutes

Session Requested: Action (Action Item, Workshop, Consent, Executive)

Check All Departments Requiring Notification:

County Attorney  IT  Purchasing  Auditor

Personnel  Public Works  Facilities Management

Other Department/Official (list) Johnson County Sheriff

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

THIS INTERLOCAL AGREEMENT is entered into by and between the COUNTY OF HOCKLEY, TEXAS, acting by and through its duly authorized representatives, the Hockley County Commissioners Court, Sharla Baldrige, County Judge (hereinafter referred to as Hockley County) and COUNTY OF JOHNSON, TEXAS acting by and through its duly authorized representatives, the Johnson County Commissioners Court, Christopher Boedeker, County Judge (hereinafter referred to as Johnson County).

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

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

WHEREAS, on January 9, 2023, District Judge Jay Michael "Pat" Phelan signed the Order Changing Venue in Hockley County Cause number 21-09-10115, entitled the State of Texas v. Omar Soto-Chavira, attached as Exhibit "A" and incorporated by reference, transferring venue to Johnson County, Texas for jury trial.

WHEREAS, the governing bodies of the above-named Government Units, both being political subdivisions of the State of Texas, desire to enter into an agreement whereby Johnson County will provide to Hockley County use of its County Facilities, including but not limited to Courtroom, Jury Room, Judge's Chambers, and room and board at the jail for the defendant for the purpose of conducting a trial in Hockley County Cause 21-09-10115.

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

**I.  
TERM**

This Agreement shall become effective upon the date of execution by the last party signing the Agreement and shall continue in full force until the completion of the trial. The sole purpose of this Agreement is to conduct a trial, including jury selection, in Hockley County Cause 21-09-10115. Should the need to try the cause in Johnson County no longer exist, this Agreement ceases.

The Court's Scheduling Order for Hockley County Cause 21-09-10115 is included as "Exhibit B" and incorporated herein by reference. Hockley County and Johnson County have a mutual understanding of the nature of trials and anticipate that there may be some changes in dates as the trial date approaches. Should the Scheduling Order be modified between the

time of execution of this Agreement and commencement of trial, Hockley County will provide Johnson County the modified order as soon as practical.

**II.  
PAYMENT FOR SERVICES**

Payment shall be made by Hockley County to Johnson County as invoices are provided to Hockley County.

**III  
RESPONSIBILITIES OF  
JOHNSON COUNTY**

Johnson County will provide the use of its County Facilities at the Guinn Justice Center and the Johnson County Jail for the purposes of conducting a trial in Hockley County Cause 21-09-10115 of the Hockley County District Court. Johnson County will provide courtroom security and bailiff services with Johnson County being reimbursed for the security personnel at their respective hourly wage rate being paid at the time of providing the security and bailiff services. The Parties understand that the hourly rate for security personnel at the Guinn Justice Center currently ranges from \$27.92 to \$31.80 per hour and that the hourly pay rate may be increased during the next budget year. Johnson County will provide room and board for the defendant at a negotiated rate of \$100.00 per day. The rate covers any portion of any day. Johnson County will send out jury summons, including any additional requirements of Texas Code of Criminal Procedure Article 34 et. seq.

Johnson County will bill Hockley County for services provided. The bill will be in itemized form and include a description of charges. Johnson County will remit bills in a timely manner, not later than forty-five (45) days from date of charges.

The bill will be remitted to: Hockley County Auditor  
Hockley County Courthouse  
802 Houston, Ste 103  
Levelland, Texas 79336

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

**Housing and Care of Inmate:** Johnson County agrees to accept, and provide for the secure custody, care and safekeeping of the inmate in Hockley County Cause 21-09-10115 in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. Johnson County shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides for its own inmates confined in its own jail subject to the terms and conditions of this Agreement.

**Medical Services:** The per day rate under this Agreement covers only routine medical services such as non-prescription, over-the-counter, and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside Johnson County's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical and dental care, and does not include the costs associated with hospitalization of an inmate. Hockley County shall pay Johnson County an amount equal to the amount Johnson County is required to expend for medical services other than those routine medical services provided for by the per day rate. Should it become necessary for the inmate to be hospitalized, Johnson County shall contact Hockley County, through its Sheriff or designated representative, as soon as possible to inform Hockley County of the fact that the inmate has been, or is to be, hospitalized and the nature of the illness or injury that has required the hospitalization.

Johnson County shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

Johnson County has the right to arrange for the hospital or health care provider to bill Hockley County directly for the costs of hospitalization and/or medical care, rather than Johnson County paying the costs directly, Hockley County shall reimburse Johnson County for such costs within forty-five (45) business days of receipt of invoice from Johnson County, which invoice may be delivered personally, by facsimile, by mail, email or by other reliable sources.

**Medical Information:** Hockley County shall provide Johnson County with medical information for the inmate to be transferred to Johnson County's facility under this Agreement, including information regarding any special medication, diet or exercise regimen applicable to the inmate.

**Transportation and Off-Site Security:** Hockley County is solely responsible for the transportation of its inmate to and from Hockley County and Johnson County's jail. Ambulance transportation (including emergency flight, etc.) is not covered by the per day rate and will be billed along with regular monthly billing submitted to Hockley County by Johnson County.

Johnson County will provide stationary guard services as requested or required by circumstances or by law for the inmate admitted or committed to an off-site medical facility. Hockley County shall compensate Johnson County for the actual cost of said guard services to Johnson County, which shall be billed by Johnson County along with regular monthly billing for detention services.

Johnson County is responsible for the transport of the inmate to and from the Johnson County Jail and the Guinn Justice Center for any court proceedings to be held in Johnson County, Texas. Johnson County is to secure the inmates presence at all required and/or requested hearings and/or trial if the hearing and/or trial is held in Johnson County.

**Location and Operation of Facility:** Johnson County shall provide detention services described herein at the Johnson County Jail in Cleburne, Texas, which is operated by the Johnson County Sheriff.

**V.  
RESPONSIBILITIES OF HOCKLEY COUNTY**

Hockley County will be responsible for the full cost of the trial. This includes the cost of use of Johnson County Court Facilities, courtroom security and bailiff services. It also includes the cost of room and board of the inmate. Hockley County will be responsible for all costs associated with jury summons and any additional requirements of Texas Code of Criminal Procedure Article 34 et. seq. This may include the cost of postage, paper goods, and additional personnel.

Hockley County will remit payment to Johnson County in a timely manner, not longer than forty-five (45) days from date the bill was received.

Payments are to be remitted to:           Johnson County Treasurer  
                                                          Johnson County Courthouse  
                                                          2 North Main Street  
                                                          Cleburne, Texas 76033

**VI.  
DISPUTES**

Disputes in any billing must be put in writing within ten (10) days of the receipt of the invoice with any non-disputed portions of the bill being paid as aforesaid.

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

**VII.  
IMMUNITY**

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

**VIII.  
RESOLUTION**

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

**IX.  
ENTIRE AGREEMENT**

This Agreement embodies the entire agreement of the Parties hereto superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the Parties.

**X.  
VENUE**

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

**XI.  
REMEDIES**

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

**XII.  
SEVERABILITY**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XIII.  
APPLICABLE LAW**

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

IN WITNESS WHEREOF, the Parties enter into this Agreement.

County of Hockley, Texas:

Sharla Baldrige  
Sharla Baldrige, County Judge

6/19/2023  
Date

Attest:

Jennifer Palermo by Janie Reyna  
Jennifer Palermo, County Clerk

6-19-2023  
Date

County of Johnson, Texas:

Christopher Boedecker  
Christopher Boedecker, County Judge

June 12, 2023  
Date

Attest:

April Long  
April Long, County Clerk



June 12, 2023  
Date

REVIEWED AS TO FORM:

Bill Moore  
Bill Moore  
Johnson County Attorney

Anna Hord  
Anna Hord  
Hockley County Attorney

## **Exhibit A**



**NO. 21-09-10115**


STATE OF TEXAS	}	IN THE 286 <sup>TH</sup> JUDICIAL DISTRICT COURT
V.	}	OF
OMAR SOTO-CHAVIRA	}	HOCKLEY COUNTY, TEXAS

**ORDER CHANGING VENUE**

Upon the court's motion to change venue and without objection from the State or the Defendant, the court will change the venue of this case to Johnson County, Texas for the jury trial. All other matters will continue to be heard in Hockley County, Texas.

Hockley County shall reimburse Johnson County for the expenses of trying this case in Johnson County including room and board for the defendant.

Dated: January 9, 2023

  
 \_\_\_\_\_  
 Judge Presiding

## Exhibit B

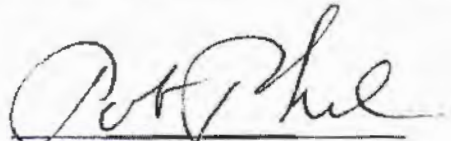
NO. 21-09-10115

STATE OF TEXAS	}	IN THE 286 <sup>TH</sup> JUDICIAL DISTRICT COURT
V.	}	OF
OMAR SOTO-CHAVIRA	}	HOCKLEY COUNTY, TEXAS

SCHEDULING ORDER

September 16, 2024	Trial in Cleburne, Johnson County, Texas
Sep 16	Jury Qualifications, Set appointments in Johnson County, Texas
Sep 23	Individual Voir Dire begins Courtroom
October 23, 2024 or next work day after jury selected	Testimony begins
May 15, 2024	Special venire request due, if any
May 15, 2024	Objections due to court's proposed voir dire
Jun 12, 2024	Deadline for filing motions
Jun 12, 2024	Defendant's Mental Health notice due
Jun 26, 2024	State's Mental Health notice due
Jun 12, 2024	Special requests due for questions in juror questionnaire
Jun 12, 2024	State's answers to pre-trial hearing orders due
	State's witness lists due
	State's exhibit lists due
July 18, 2024 10 am	Hearing non-evidentiary pre-trial motions Hockley County, Texas
July 30-31, 2024	Evidentiary pre-trial motions, including any 702 hearings Hockley County, Texas
August 27, 2024 10 am	Trial Conference and pre-trial matters in Hockley County, Texas

Dated: October 21, 2022.

  
 Judge Presiding