

**Hall County, Texas**  
**Called Commissioners' Court Meeting**

September 28, 2020

BE IT REMEMBERED THAT THE HALL COUNTY COMMISSIONERS MET IN A CALLED COMMISSIONERS' COURT MEETING on September 28, 2020 with the following members present: Ray Powell, County Judge, presiding; Terry Lindsey, Commissioner Precinct #2; Gary Proffitt, Commissioner Precinct #3; Troy Glover, Commissioner Precinct #4; Olivia M. Duran, County Clerk; and Pauline Johnsey, Judge's Assistant. Winfred McQueen, Commissioner Precinct #1 was absent.

**1. Call meeting to order.**

The meeting was called to order at 9:06 A.M. by Judge Powell.

**2. Discuss and consider appointment of County Attorney Pro Tem following death of elected County Attorney John M. Deaver II.**

Motion by Commissioner Lindsey and second by Commissioner Proffitt and It is the Order of the Court to appoint Harley Caudle as Hall County Attorney Pro Tem following the death of elected County Attorney John M. Deaver II. Motion passed.

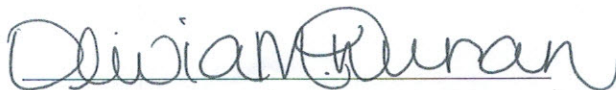
**3. Take action on approval of interlocal agreement between Hall County and Childress County to cover compensation of County Attorney Pro Tem.**

Motion by Commissioner Glover and second by Commissioner Proffitt and It is the Order of the Court to approve the interlocal agreement between Hall County and Childress County to cover compensation of County Attorney Pro Tem.

Motion passed. (Exhibit A)

**4. Adjourn.**

The meeting was adjourned at 9:41 A.M. by Judge Powell.



Olivia M. Duran  
Hall County Clerk



**INTERLOCAL AGREEMENT**

This Interlocal Agreement is made by and between **CHILDRESS COUNTY, TEXAS**, a political subdivision of the State of Texas, and **HALL COUNTY, TEXAS**, a political subdivision of the state. This agreement is made pursuant to the Texas Government Code section 791, Texas Code of Criminal Procedure 2.07(b) and upon agreement of both counties (see attached minutes).

**RECITALS**

**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 **CHILDRESS COUNTY AND HALL COUNTY** will be in the common interest of the Parties;

**NOW, THEREFORE, CHILDRESS COUNTY AND HALL COUNTY** agree as follows:

**ARTICLE 1**

**TERM**

The effective date of this agreement is October 1, 2020, and the same shall continue in force and effect until terminated by either party, either party may terminate the contract by giving written notice to the other party thirty (30) days prior to the date of termination.

**ARTICLE 2**

**SERVICES PERFORMED**

The Assistant District Attorney of **CHILDRESS COUNTY** shall prosecute misdemeanor cases in the County Court of **HALL COUNTY**. Said attorney shall also advise the elected county officials of **HALL COUNTY** on legal matters or any other function associated or listed in statutes concerning County Attorney duties.

**ARTICLE 3**

**REIMBURSEMENT OF SERVICES**

During the term of this contract, beginning October 1, 2020, and on the last day of each succeeding month thereafter, the County Treasurer of **HALL COUNTY** shall pay unto the County Treasurer of **CHILDRESS COUNTY** the sum of \$1878.75 per month (This amount may be changed upon agreement of both, **CHILDRESS COUNTY AND HALL COUNTY**). Upon receipt of such amount the County Treasurer of **CHILDRESS COUNTY** shall deposit said funds in the county depository bank of **CHILDRESS COUNTY** in a designated account set up by **CHILDRESS COUNTY** Treasurer and **CHILDRESS COUNTY** Attorney. Said funds may be expended by the Assistant District Attorney of Childress County for the reasonable and necessary expenses of performing the duties of the office of **HALL COUNTY ATTORNEY PRO TEM**. Said bank account shall be subject to audit by either **CHILDRESS COUNTY OR HALL COUNTY**.

**ARTICLE 4**

**INDEMNIFICATION**

Neither party to this agreement shall be responsible to the other for liability arising from official acts or omissions by such attorney. Each party shall indemnify and hold harmless the other party from any such liability.

Ray Powell  
RAY POWELL, COUNTY JUDGE  
HALL COUNTY, TEXAS

DATE SIGNED: SEPT 28, 2020

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JAY MAYDEN, COUNTY JUDGE  
CHILDRESS COUNTY, TEXAS

DATE SIGNED: \_\_\_\_\_