

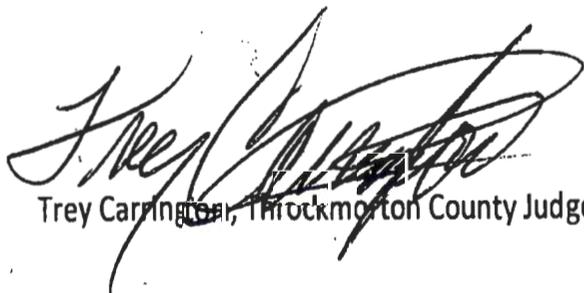
## NOTICE OF REGULAR MEETING OF THE COMMISSIONERS COURT

### THROCKMORTON COUNTY, TEXAS

Notice is hereby given that a regular meeting of the above named Commissioners Court will be held on Monday, the 25<sup>th</sup> day of January, 2021 at 9:00 A.M., at 101 N. Minter Ave., Throckmorton, Texas, at which time the following subjects will be discussed, to-wit:

1. Call meeting to order.
2. Read and approve minutes of previous meeting.
3. Hospital report/approve hospital bills.
4. Citizen's comments.
5. Discuss and take necessary action on entering into an agreement with Edgin, Parkman, Fleming & Fleming, PC to perform audits on our financial statements for 2018 and 2019.
6. Discuss and take necessary action on leasing the AEP building to house the Elections Administration office and the County Extension office.
7. Discuss and take necessary action on renewing our agreement with Air Med Care Network for the period 1/14/2021 – 1/14/2022.
8. Discuss and take necessary action on enrollment with Texas Association of Counties for Cybersecurity courses.
9. Discuss and take necessary action on bonds for Casey Wells and James Wigington.
10. Elected Officials reports.
11. Approve and pay bills.
12. Adjourn.

Commissioners Court of Throckmorton County, Texas



Trey Carrington, Throckmorton County Judge

FILED FOR RECORD

at 0845 o'clock A m

JAN 22 2021

*Dianne Moore*

CLERK COURT

THROCKMORTON, TX

VOL 27 PG 712

COMMISSIONER'S COURT

Regular Meeting

Throckmorton County Commissioners' Court met in Regular Session on Monday the 25th day of January, 2021, at 9:00 A.M., at 105 North Minter, Throckmorton, Texas, with the following members present:

Present: Trey Carrington, County Judge, Casey Wells, Commissioner Pct #1, Kasey Hibbitts, Commissioner Pct #2, Greg Brockman, Commissioner Pct#3, Klay Mitchell, Commissioner Pct#4, Dianna Moore, County Clerk, Brenda Rankin, County Treasurer, Bobby Thompson, County JP, and Doc Wigington

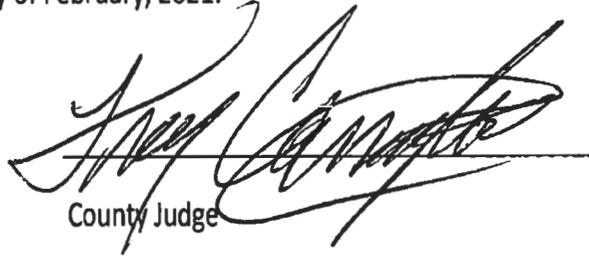
1. Trey Carrington called meeting to order at 9:03 A.M. and welcomed guest. Commissioner Wells not present.
2. Dianna Moore read minutes from the previous meeting. Kasey Hibbitts made the motion with Klay Mitchell seconding to approve the minutes. Motion carried 4-0.
3. No action on line item #3.
4. Citizen's Hearing was held. No comments were made.
5. Commissioner Wells is now present. Klay Mitchell made the motion with Kasey Hibbitts seconding to enter into an agreement with Edgin, Parkman, Fleming & Fleming, PC to perform audits on the County's Financial Statements for 2018-2019, sign letters of management and to give County Treasurer and County Judge the authority to sign the letters. Agreement is attached. Motion carried 5-0.
6. Casey Wells made the motion with Klay Mitchell seconding to approve the leasing of the AEP Building to house the Elections Office and the County Extension Office. Lease is attached. Motion carried 5-0.
7. Trey Carrington made the motion with Kasey Hibbitts seconding to renew the County's agreement with AirMed Network for the period of January 14, 2021, through January 14, 2022. Agreement is attached. Motion carried 5-0.
8. Klay Mitchell made the motion with Greg Brockman seconding to enroll with TAC for the cybersecurity courses. Enrollment is attached. Motion carried 5-0.
9. Kasey Hibbitts made the motion with Klay Mitchell seconding to approve the Bonds on Casey Wells and James Wigington. Motion carried 5-0.
10. Elected Official's Report: Doc Wigington reported that he heard back on the sheriff vehicles and are unavailable until mid September. They will be going with 2021 Dodge pickups instead and will be around \$40,053.00, which is less than the Fords and will have by mid March. Ordered new tires for the Deputy's pickups and will take off when new vehicles arrive.
11. Brenda Rankin presented the court with the county bills. Casey Wells made the motion with Kasey Hibbitts seconding to approve and pay the bills. Motion carried 5-0.
12. Casey Wells made the motion and seconded by Kasey Hibbitts to adjourn at 9:49 a.m. Motion carried 5-0.

Witnessed my hand AND approved this the 8th day of February, 2021.



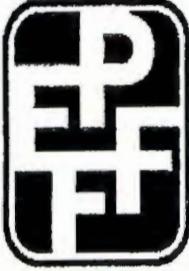
---

ATTEST: County Clerk



---

County Judge



# EDGIN, PARKMAN, FLEMING & FLEMING, PC

CERTIFIED PUBLIC ACCOUNTANTS

4110 KELL BLVD., SECOND FLOOR • P.O. Box 750  
WICHITA FALLS, TEXAS 76307-0750  
PH. (940) 766-5550 • FAX (940) 766-5778

MICHAEL D. EDGIN, CPA  
DAVID L. PARKMAN, CPA  
A. PAUL FLEMING, CPA

January 11, 2021

Honorable Judge, County Commissioners  
and County Treasurer  
Throckmorton County, Texas  
P.O. Box 564  
Throckmorton, Texas 76483

We are pleased to confirm our understanding of the services we are to provide Throckmorton County, Texas (County) for the year ended December 31, 2019. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Throckmorton County, Texas as of and for the year ended December 31, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Schedules
3. Schedule of Changes in Net Pension Liability (Asset) and Related Ratios – Texas County and District Retirement System
4. Schedule of Employer Contributions - Texas County and District Retirement System

## Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the County's financial statements. Our report will be addressed to the Judge and County Commissioners of Throckmorton County, Texas. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Honorable Judge, County Commissioners  
and County Treasurer  
Throckmorton County, Texas  
January 11, 2021

Page Two

#### **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures – Internal Control**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

#### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with the provisions of applicable laws, regulations, contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

#### **Other Services**

We will also update the County's depreciation schedule from the information provided by you, prepare the conversion of the County's fund-level financial statements to the government-wide basis from the information obtained during the audit and provided by you, and prepare the County's financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. We will

Honorable Judge, County Commissioners  
and County Treasurer  
Throckmorton County, Texas  
January 11, 2021

Page Three

perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to present the supplementary information with the audited financial statements or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

VOL 27 PG 717

Honorable Judge, County Commissioners  
and County Treasurer  
Throckmorton County, Texas  
January 11, 2021

Page Four

We expect to begin our audit in April and to issue our report by June 30, 2021. The exact dates for the fieldwork will be coordinated with you at a later time. Mr. Paul Fleming is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Bills for services are due when rendered, and interim billings may be submitted as work progresses and expenses are incurred. Our estimated total fee for this engagement will be \$17,500. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee before we incur the additional costs.

If any dispute, controversy, or claim arises, either party may, upon written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Rules of the American Arbitration Association or such other neutral facilitator acceptable to both parties. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or to the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations. The mediator may not act as a witness for either party in any subsequent arbitration between the parties.

The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

If any dispute, controversy, or claim cannot be resolved by mediation, then the dispute, controversy, or claim will be settled by arbitration in accordance with the Rules of the American Arbitration Association (AAA) for the Resolution of Accounting Firm Disputes. No pre-hearing discovery will be permitted unless specifically authorized by the arbitration panel. The arbitration hearings will take place in the city closest to the place where this agreement was performed in which the AAA maintains an office, unless the parties agree to a different locale.

The award issued by the arbitration panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. All reasonable costs of both parties, as determined by the arbitrators, including (1) the fees and expenses of the AAA and the arbitrators and (2) the costs, including reasonable attorneys' fees, necessary to confirm the award in court, will be borne entirely by the non-prevailing party (to be designated by the arbitration panel in the award) and may not be allocated between the parties by the arbitration panel.

Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

We appreciate the opportunity to be of service to Throckmorton County, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Respectfully submitted,

*Edgin, Parkman, Fleming & Fleming, PC*  
EDGIN, PARKMAN, FLEMING & FLEMING, PC  
Certified Public Accountants

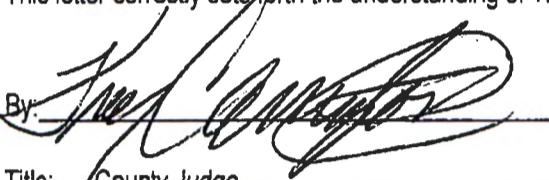
VOL 27 PG 718

Honorable Judge, County Commissioners  
and County Treasurer  
Throckmorton County, Texas  
January 11, 2021

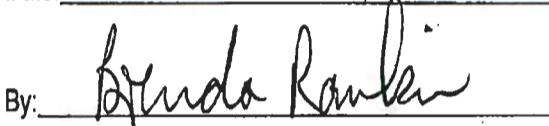
Page Five

RESPONSE:

This letter correctly sets forth the understanding of Throckmorton County, Texas.

By:   
Title: County Judge

Date: 1-25-2021

By:   
Title: County Treasurer

Date: 1-25-2021



## EDGIN, PARKMAN, FLEMING & FLEMING, PC

CERTIFIED PUBLIC ACCOUNTANTS

4110 KELL BLVD., SECOND FLOOR • P.O. Box 750  
WICHITA FALLS, TEXAS 76307-0750  
PH. (940) 766-5550 • FAX (940) 766-5778

MICHAEL D. EDGIN, CPA  
DAVID L. PARKMAN, CPA  
A. PAUL FLEMING, CPA

January 11, 2021

Honorable Judge, County Commissioners  
and County Treasurer  
Throckmorton County, Texas  
P.O. Box 564  
Throckmorton, Texas 76483

We are pleased to confirm our understanding of the services we are to provide Throckmorton County, Texas (County) for the year ended December 31, 2018. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Throckmorton County, Texas as of and for the year ended December 31, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Schedules
3. Schedule of Changes in Net Pension Liability (Asset) and Related Ratios – Texas County and District Retirement System
4. Schedule of Employer Contributions - Texas County and District Retirement System

### Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the County's financial statements. Our report will be addressed to the Judge and County Commissioners of Throckmorton County, Texas. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Honorable Judge, County Commissioners  
and County Treasurer  
Throckmorton County, Texas  
January 11, 2021

Page Two

#### **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures – Internal Control**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

#### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with the provisions of applicable laws, regulations, contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

#### **Other Services**

We will also update the County's depreciation schedule from the information provided by you, prepare the conversion of the County's fund-level financial statements to the government-wide basis from the information obtained during the audit and provided by you, and prepare the County's financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. We will

Honorable Judge, County Commissioners  
and County Treasurer  
Throckmorton County, Texas  
January 11, 2021

Page Three

perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to present the supplementary information with the audited financial statements or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

VOL 27 PG 722

Honorable Judge, County Commissioners  
and County Treasurer  
Throckmorton County, Texas  
January 11, 2021

Page Four

We expect to begin our audit in April and to issue our report by June 30, 2021. The exact dates for the fieldwork will be coordinated with you at a later time. Mr. Paul Fleming is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Bills for services are due when rendered, and interim billings may be submitted as work progresses and expenses are incurred. Our estimated total fee for this engagement will be \$17,500. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee before we incur the additional costs.

If any dispute, controversy, or claim arises, either party may, upon written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Rules of the American Arbitration Association or such other neutral facilitator acceptable to both parties. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or to the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations. The mediator may not act as a witness for either party in any subsequent arbitration between the parties.

The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

If any dispute, controversy, or claim cannot be resolved by mediation, then the dispute, controversy, or claim will be settled by arbitration in accordance with the Rules of the American Arbitration Association (AAA) for the Resolution of Accounting Firm Disputes. No pre-hearing discovery will be permitted unless specifically authorized by the arbitration panel. The arbitration hearings will take place in the city closest to the place where this agreement was performed in which the AAA maintains an office, unless the parties agree to a different locale.

The award issued by the arbitration panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. All reasonable costs of both parties, as determined by the arbitrators, including (1) the fees and expenses of the AAA and the arbitrators and (2) the costs, including reasonable attorneys' fees, necessary to confirm the award in court, will be borne entirely by the non-prevailing party (to be designated by the arbitration panel in the award) and may not be allocated between the parties by the arbitration panel.

Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

We appreciate the opportunity to be of service to Throckmorton County, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Respectfully submitted,

*Edgin, Parkman, Fleming & Fleming, PC*  
EDGIN, PARKMAN, FLEMING & FLEMING, PC  
Certified Public Accountants

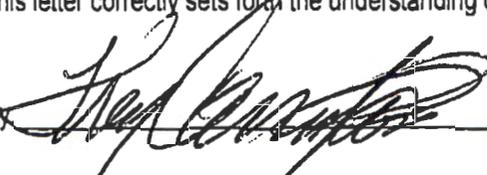
VOL 27 PG 723

Honorable Judge, County Commissioners  
and County Treasurer  
Throckmorton County, Texas  
January 11, 2021

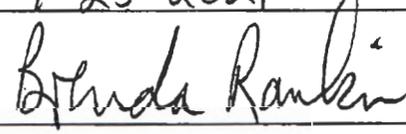
Page Five

RESPONSE:

This letter correctly sets forth the understanding of Throckmorton County, Texas.

By:   
Title: County Judge

Date: 1-25-2021

By:   
Title: County Treasurer

Date: 1-25-2021

LEASE

TERMS - SCHEDULE

Lease #: 1044410  
 Landlord: AEP TEXAS INC.  
 Tenant: THROCKMORTON COUNTY  
 Tenant's Business: County Administration  
 Leased Premises Address: 117 W. Chestnut St., Throckmorton, Texas 76483  
 The Building Name: Throckmorton Office  
 Square Footage: 1,029.87±  
 Commencement Date: March 1, 2021  
 Termination Date: February 28, 2022  
 Lease Term: one year term  
 Renewal Option: two one-year terms subject to rent review  
 Monthly Base Rental: \$375.00  
 Monthly Parking: \$0.00

Address for Notices:  
To Landlord:  
 AEP TEXAS INC.  
 Rachel D. Wason, Agent  
 Real Estate Asset Management  
 701 N. 4<sup>th</sup> Street  
 Abilene, Texas 79601  
 Phone: (325) 674-7426

To Tenant:  
 THROCKMORTON COUNTY  
 Attn:  
 P.O. Box 700  
 Throckmorton, Texas 76483  
 Phone: (940) 849-3081

Tenant's Address for Invoices:  
 THROCKMORTON COUNTY  
 P.O. Box 700  
 Throckmorton, Texas 76483

**INDEX**

<u>SECTION</u>	<u>DESCRIPTION</u>
1.....	Leased Premises
2.....	Use of Premise
3.....	Lease Term
4.....	Termination
5.....	Base Rent
6.....	Acceptance Of Leased Premises
7.....	Alterations
8.....	Maintenance
9.....	Utilities
10.....	Insurance
11.....	Landlord's Right-of-Entry for Inspection or Repairs
12.....	Sublease or Assignment
13.....	Indemnity
14.....	Quiet Enjoyment
15.....	Surrender of Possession
16.....	Waiver of Subrogation
17.....	Eminent Domain
18.....	Fire or Casualty
19.....	Default and Remedies
20.....	Legal Separability
21.....	Governing Law
22.....	Notices
23.....	Survivorship
24.....	Captions
25.....	Time
26.....	Short Form Memorandum of Lease
27.....	Holdover
28.....	Limitation of Liability
29.....	Environmental
30.....	Entire Agreement
31.....	Authority
Exhibit "A".....	Delineation of Premises

Lease No. 1044410

LEASE AGREEMENT

This Lease by and between AEP TEXAS INC. having an office at 701 N. 4<sup>th</sup> Street, Abilene Texas 79601, hereinafter referred to as "Landlord" and THROCKMORTON COUNTY with a mail address of P.O. Box 700, Throckmorton, Texas 76483, hereinafter referred to as "Tenant".

WITNESSETH THAT:

WHEREAS the Tenant desires to lease certain premises owned by Landlord, being a part or portion of the land and buildings, known as Throckmorton Office.

NOW THEREFORE, Landlord and Tenant hereby agree as follows:

1. LEASED PREMISES

Landlord, for and in consideration of the payment of the rent and the performance of the covenants and conditions hereafter set forth to be kept and performed by the Tenant, does hereby lease to Tenant; and Tenant does hereby lease from Landlord, approximately 1,029.87, located in the Throckmorton Office, which leased areas (office) are shown on Exhibit "A", attached hereto and incorporated herein by this reference, and which are herein referred to as the "Leased Premises".

2. USE OF PREMISES

The Leased Premises are to be used by Tenant in the conduct of Tenant's County Administration. Tenant shall use the Leased Premises in compliance with all laws and regulations, including, without limitation, all applicable building and zoning laws and regulations.

A. The Leased Premises shall, during the Lease Term, be used and occupied solely for the use permitted above, and for no other purposes without the written consent of Landlord.

B. Tenant shall not use or suffer or permit to be used the Leased Premises or any part thereof in violation of any law or ordinance or any regulation of any governmental authority or in any manner that will constitute a nuisance or that will injure the reputation of the Landlord or any part thereof.

C. During the Lease Term, Tenant covenants and agrees:

(i) To keep the Leased Premises, including all vestibules, entrance and returns located therein, all improvements thereon, and all windows, doors and glass or plate glass fixtures, in a safe, neat and clean condition at all times; and to keep the windows free from exterior window advertising and to refrain from painting or otherwise covering the same, or making any changes thereto or to the form of the Leased Premises.

(ii) To store all trash and garbage in adequate containers within the Leased Premises, maintained in a neat and clean condition and located as Landlord shall from time to time designate, and so as not to be visible to the public inside or outside and so as not to create or permit any health, safety or fire hazard, and arrange for regular removal thereof at Tenant's expense.

(iii) Not to burn any papers, trash or garbage of any kind in or about the Leased Premises.

(iv) Not to use or operate any equipment, fixtures, or machinery which in Landlord's opinion is harmful to it or disturbs its employees.

(v) Not to use the plumbing facilities for any purpose other than that for which they were constructed and not to dispose of any damaging or injurious substance therein.

(vi) To keep the Leased Premises clean, orderly, sanitary and free from objectionable odors and not to keep any live animals of any kind in, upon or about the Leased Premises.

(vii) Smoking is prohibited within the Leased Premises and all common areas of the building, including, but not limited to, lobbies, restrooms, corridors, and vending rooms.

(viii) Weapons are prohibited within the Leased Premises, and within the building and upon the land of which the building is a part.

(ix) To comply with any and all requirements of any of the constituted public authorities, and with the terms of any state or federal statute or local ordinances or regulations applicable to Tenant or its use of the Leased Premises, and to save Landlord harmless from penalties, fines, costs, expenses or damages resulting in Tenant's failure to do so.

(x) To give to Landlord immediate verbal notice followed by prompt written notice of any accident, fire or damage occurring on or to the Leased Premises.

(xi) To comply with all reasonable requests of Landlord at any time or times, and from time to time promulgated by Landlord, which Landlord in its sole discretion shall deem necessary for the proper operation of the building.

(xii) Tenant shall be responsible for paying for any alterations required or imposed upon Tenant or Landlord within the Leased Premises which may be required to comply with the provisions of the Americans with Disabilities Act, as amended, or similar federal, state or local laws or regulations.

### 3. LEASE TERM

This Lease shall be for a term of one year term year(s); commencement date being March 1, 2021 and ending on February 28, 2022. Tenant is hereby granted possession of the premises effective immediately upon the execution of this lease agreement by both parties, for the purpose of installing equipment and generally preparing the premises provided Tenant indemnifies Landlord in accordance with Section 13 during such period.

A. Provided Tenant complies fully with all terms and conditions of this Lease, Tenant shall have the option to renew this Lease on the same terms and condition, subject to review of the rental consideration, for two additional one (1) year terms ("Extended Term"). To exercise this option to renew, Tenant shall give Lessor written notice at least ninety (90) days prior to the expiration of the Primary Term.

### 4. TERMINATION

For Convenience: In addition to Landlord's certain rights retained under Section 19, this Lease may be terminated by Landlord or by Tenant at any time during the term hereof by the giving of sixty (60) days written notice to the other of the intent to terminate.

### 5. BASE RENT

Tenant covenants and agrees during the term of this lease to pay Landlord, without notice from Landlord, at the address herein specified, or at such address as Landlord may from time to time designate by written notice to Tenant, the monthly Base Rent of Three Hundred Seventy Five Dollars (\$375.00) per month payable the first day of each month from the first day of March 1, 2021 to termination of lease. Said rent shall be made payable to Landlord. Any rent or other amount that remains unpaid for a period of more than thirty (30) days after it is due shall incur a late penalty of Twenty Five Dollars (\$25.00).

Landlord shall send invoices and request for reimbursement to Tenant's address below:

Tenant's address for Invoices:  
THROCKMORTON COUNTY  
P.O. Box 700  
Throckmorton, Texas 76483

### 6. ACCEPTANCE OF LEASED PREMISES

Tenant accepts possession of the Leased Premises in the presently existing condition, and Landlord shall not be obligated to improve such condition nor to provide additional facilities.

### 7. ALTERATIONS

No alterations shall be made in the Leased Premises without the prior written approval of the Landlord which approval shall not be unreasonably withheld. Tenant may otherwise furnish and equip the Leased Premises; purchasing and installing any special equipment, communications equipment, CRT terminals and cable, temporary partitions, security system, special lighting fixtures, parking blocks, cabinets, decorative wall coverings, draperies, and any other items necessary, incidental or convenient to its needs. All such improvements, furnishing and equipment purchased by Tenant and installed in the Leased Premises shall remain the property of the Tenant, and shall be removed by the Tenant at the termination of this Lease or any renewal thereof; provide, however, that those improvements, furnishing, and equipment which cannot be severed from the Leased Premises without material or substantial damage to said Premises, may be removed by the Tenant only if Tenant repairs any damage resulting from such removal, returns the premises to the original condition, normal wear and usage excepted.

#### 8. MAINTENANCE

Tenant shall pay for the cost and expense of maintaining the Leased Premises and keeping the Leased Premises clean, in good order, and in a condition equivalent to the condition at the commencement of the term (reasonable wear and tear excepted). Tenant shall also be responsible for all minor repairs to the Leased Premises, including the plumbing and lighting systems, which do not exceed a total cost of \$250.00 per repair. The Landlord shall be responsible for all major repairs to the Leased Premises and the Building, including the heating, ventilating and air conditioning system and electrical systems. At the expiration or termination of this Lease, Tenant shall return the Leased Premises to Landlord in as good condition as existed at the time of the commencement of this Lease, ordinary wear and tear excepted. Tenant shall not commit waste or permit the Leased Premises to suffer waste.

#### 9. UTILITIES

Tenant, in addition to the rent required hereunder, shall also pay for all utility services and charges provided to the Tenant which are directly billed to the Tenant (such as, but not limited to telephone, cable television services). Landlord shall provide, and pay for, electricity, water, and sewer services, provided that, if Tenant's use of such service increase beyond what is reasonable and customary for office use for comparable space, Landlord and Tenant agree that, at the Landlord's request, Landlord and Tenant shall reasonably allocate the responsibility for such increased charges.

#### 10. INSURANCE

Tenant agrees to procure and maintain throughout the term of this lease insurance at its sole expense.

- A. Tenant shall be in compliance with workers' compensation law in accordance with all jurisdictions where the Property is located.
- B. Commercial General Liability insurance for bodily injury and property damage with limits of not less than \$1,000,000 for each occurrence and annual aggregate.

C. Commercial Automobile Liability for bodily injury and property damage with limits not less than \$1,000,000 combined single limit.

D. Tenant shall furnish to Landlord a certificate of insurance covering the terms of this Section 10 and reasonably acceptable to Landlord. Such certificate shall::

i. State that the Tenant will give Landlord thirty (30) days prior written notice of any cancellation of or material change in such policy. Certificate is to be sent to Certificate Holder: American Electric Power Company, and its subsidiaries, American Electric Power Service Corporation as Agent (AEP, Attention: Real Estate Asset Management, 1 Riverside Plaza, 16<sup>th</sup> Floor, Columbus, Ohio 43215

ii. Tenant shall obtain a waiver of subrogation on all of their insurance. Such waivers shall be for the benefit of the Landlord and its affiliated companies.

iii. Tenant shall name Landlord as an additional insured with respect to Landlord's liability arising out of the operations of Tenant.

#### 11. LANDLORD'S RIGHT-OF-ENTRY FOR INSPECTION OR REPAIRS

Tenant agrees that Landlord or its representatives shall have the right, at reasonable times during regular business hours and upon 24 hours' notice to Tenant, to enter upon and inspect the Leased Premises to ascertain that Tenant is carrying out the terms, conditions and provisions of this Lease.

#### 12. SUBLEASE OR ASSIGNMENT

Tenant covenants not to sublease the Leased Premises or any part thereof, nor to assign its interest in the Leased Premises or any part thereof, without the prior written consent of Landlord, which consent can be withheld in Landlord's sole discretion. Any attempted sublease, assignment or license of this Agreement without Landlord's prior written consent shall render this Agreement null and void, and of no further force and effect.

#### 13. INDEMNITY

Tenant agrees to indemnify, hold harmless and defend Landlord and its directors, officers, employees and agents from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage or expense of whatsoever kind and nature, including reasonable attorney's fees, which Landlord may suffer or incur by reason of bodily injury, including death, to any person or persons, or by reason of damage to or destruction of any property, including the loss of use or which Landlord may sustain or incur in connection with any litigation, investigation, or other expenditures incident thereto, including any suit instituted to enforce the obligation of this Lease of indemnity, due in whole or in part to any act, omission, or negligence of Tenant or any of its representatives or employees. In the event the injuries, including death, or damages are due to the sole negligence of Landlord or any of its representatives or employees, then and only then the Tenant shall not be liable under the provisions of this section.

With respect to claims against Landlord by Tenant's employees, Tenant agrees to expressly waive its immunity, if any, as a complying employer under the applicable workers' compensation law, but *only to the extent* that such immunity would bar or affect recovery under or enforcement of this indemnification obligation. Tenant agrees to obtain for Landlord's benefit, an identical waiver of immunity from any of its contractors or agents who perform work at the Leased Premises.

A. Contractual Indemnification. Tenant shall also, to the fullest extent permitted by law, release, defend, indemnify and save harmless Landlord from and against any and all claims and suits arising by reason of Tenant's failure to comply with the requirements of this Lease Agreement.

B. Indirect and Consequential Damages. Notwithstanding any provision of this agreement, neither Landlord nor its directors, officers, employees, affiliates, agents representatives or subcontractors shall be liable to Tenant in contract or in tort, including negligence, for Tenant's loss, expense, loss of profits or revenues, cost of additional or replacement facilities, or claims of customers for such damages or for any other indirect, incidental or consequential loss or damage whatsoever in connection herewith.

#### 14. QUIET ENJOYMENT

Landlord covenants if Tenant pays the rent when due and otherwise performs every other covenant and condition of this Lease, Tenant shall peacefully and quietly hold the Leased Premises throughout the term of this Lease, and any renewals thereof, without hindrance or molestation from Landlord.

#### 15. SURRENDER OF POSSESSION

Tenant shall, upon termination of this Lease by lapse of time or otherwise, surrender up and deliver, by delivery of all of the keys, the Leased Premises together with all improvements made thereon, ordinary wear and tear excepted. Tenant agrees to remove all of its trade fixtures attached to the Leased Premises and repair any damage caused by such removal. All other improvements, additions or alterations to the Leased Premises shall remain the property of the Landlord. In the event Tenant remains in possession of the Leased Premises after the term of this Lease or any renewal thereof, it shall be a Tenant from month to month only at one and one-half times the monthly rental payment then provided for by this Lease and governed in all other respects by this Lease, except as to the duration of the term.

#### 16. WAIVER OF SUBROGATION

Landlord and Tenant do hereby waive any and all right of recovery, claim, action, or cause of action against the other, their respective agents and employees, for any loss or damage that may occur to the Leased Premises or the building or any additions or improvements thereto, or any contents therein, by reason of fire, the elements or any other cause which could be insured against under the terms of a standard fire, vandalism, malicious mischief and extended coverage

insurance policy or policies, or for which Landlord or Tenant may be reimbursed as a result of insurance coverage effecting any loss suffered by either party hereto, regardless of cause or origin, including the negligence of Landlord or Tenant, or their respective agents and employees. All insurance policies carried by either party covering the Leased Premises and/or the buildings, including but not limited to contents, fire and other casualty insurance, shall expressly waive any right on the part of the insurer against the other party for damage to or destruction of the Leased Premises and/or the building resulting from the acts or omissions of the other party. Any additional charge by the insurance company for such waiver shall be paid by the party who is the insured party with respect to such policy.

#### 17. EMINENT DOMAIN

If the whole or any substantial part of the Leased Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease.

#### 18. FIRE OR CASUALTY

Should the Leased Premises be totally destroyed by fire or other casualty, the Landlord shall have no obligation to rebuild the same, and this Lease shall terminate. If there is partial destruction or damage, then the rent shall be equitably proportioned according to the area of the Leased Premises which is usable by Tenant.

#### 19. DEFAULT AND REMEDIES

The happening of any one or more of the following listed events ("Event of Default") constitutes a breach of the Lease on the part of Tenant.

A. Failure of Tenant to pay any rent or any other payment due under this Lease for ten (10) days after written notice from Landlord given in accordance with Section 22 hereof.

B. Failure of Tenant to perform fully and promptly any act required of it in the performance of this Lease or to otherwise comply with any term or provision hereof; provided that Tenant shall have at least thirty (30) days after receipt of written notice from Landlord to cure, or such longer period reasonably necessary to cure event of default.

C. Or if Tenant becomes bankrupt or insolvent, or files debtor proceedings, or files in any court pursuant to any statute, either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization, or files or has filed against it a petition for the appointment of a receiver or trustee for all or substantially all of the assets of Tenant and such petition is not vacated or set aside within fifteen (15) days from the date of such appointment, if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Tenant vacates, fails to operate in or abandons the Leased Premises or any substantial part thereof or suffers the Lease to be taken upon any writ of execution and such writ is not vacated or set aside within fifteen (15) days.

Upon the happening of any Event of Default, Landlord shall have all of the following remedies:

A. Landlord, may at its option, declare all installments of rent payable hereunder for the remainder of the term applicable Lease term together with any additional payments and other amounts payable by the Tenant hereunder discounted to net present value, to be immediately due and payable.

B. Insofar as it may be accomplished without a breach of the peace, Landlord shall have the immediate right to re-enter and take possession of the Leased Premises without terminating this Lease and may remove all persons and property from the Leased Premises and dispose of such property as it sees fit, all without resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby, and sublease the Leased Premises for the account of the Tenant, holding the Tenant liable for the difference between the rent and other amounts payable by such sub-Tenant in such subleasing and the rent, additional payments and such other amounts payable by the Tenant hereunder.

C. Landlord may terminate the Lease, exclude the Tenant from possession of the Leased Premises, and lease the Leased Premises to another, but holding the Tenant liable for all rent, additional payments and such other amounts payable up to the effective date of such leasing.

D. Landlord may take whatever action at law or in equity may appear necessary or desirable to collect the rent, additional payments and such other amounts payable hereunder which are then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Tenant under this Lease.

The rights, remedies and privileges of Landlord in case of default of Tenant as enumerated above shall not be exclusive, and, in addition, Landlord may exercise and enforce all rights in law and in equity which it may otherwise have as a result of any such default. The exercise of any right or remedy by Landlord shall not constitute an election of remedy, nor shall it constitute a release or waiver of any other right or remedy. Any waiver of any right or remedy shall be limited to the particular breach so waived and shall not be deemed to apply to any other breach.

## 20. LEGAL SEPARABILITY

If any terms or provisions of this Lease shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby; and each term and provision of this Lease shall be valid and shall be enforced to the full extent permitted by law.

## 21. GOVERNING LAW

This Lease shall be governed by the laws of the State of Texas.

22. NOTICES

All notices required hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, addressed to:

Landlord:	AEP TEXAS INC.	or	AEP TEXAS INC.
	Real Estate Asset Management		Rachel D. Wason, Agent
	539 N. Carancahua St.		701 N. 4 <sup>th</sup> St.
	Corpus Christi, TX 78401		Abilene, Texas 79601
	Telephone: (361) 881-5382		Telephone: (325) 674-7426

Tenant: THROCKMORTON COUNTY  
P.O. Box 700  
Throckmorton, Texas 76483  
Telephone: (940) 849-3081

Any party desiring notice to be changed to a different address shall give notice of such desire to the other party in accordance herewith.

23. SURVIVORSHIP

The terms, conditions and provisions of this Lease shall inure to and be binding upon the Landlord and Tenant, their respective administrators, successors and assigns.

24. CAPTIONS

The captions or headings in this lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

25. TIME

Time is of the essence with respect to all dates and time periods specified herein.

26. SHORT FORM MEMORANDUM OF LEASE

Landlord and Tenant agree to execute a Short Form Memorandum of Lease in recordable form upon the request of the other party. Neither party shall record this Lease Agreement.

27. HOLDOVER

If Tenant remains in possession of the Leased Premises or any part thereof after the expiration of the Lease Term with Landlord's acquiescence and without any written agreement

of the parties, Tenant shall be only a Tenant at will, and there shall be no renewal of this Lease or exercise of an option by operation of law.

## 28. LIMITATION OF LIABILITY

Notwithstanding anything contained in this Lease to the contrary, Tenant agrees that it shall look solely to the estate and property of the Landlord in the land and buildings comprising the building for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord for any default or breach by Landlord of any of its obligations under this Lease, subject, however, to the prior rights of any holder of any mortgage covering the building or of Landlord's interest therein. No other assets of Landlord shall be subject to levy execution or other judicial process for the satisfaction of Tenant's claim. This provision shall not be deemed, construed or interpreted to be or constitute an agreement, express or implied, that Landlord's interest hereunder shall be subject to impressments of an equitable lien or otherwise.

## 29. ENVIRONMENTAL

Tenant shall comply with all laws, rules, and regulations including environmental protection requirements issued by any Federal, State, or Local authority now in effect; and those which are promulgated and enacted into law during the term of this Lease which are applicable to Tenant's use of the leased property including, without limiting the generality of the foregoing reclamation requirements, the Water Pollution Prevention and Control Act (33 U.S.C.S. 1251, et seq.), and the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C.S. 9601, et seq.). Tenant shall not dump, discard, dispose of; or bury any trash, refuse, unwanted items, hazardous or chemical waste on the leased property. All trash, papers, waste etc., shall be disposed of in compliance with local health or State Health Department rules and regulations. Failure to comply with the proper disposal of trash and waste will result in immediate cancellation of lease; and the further obligation of the Tenant to bear the cost and expense of cleaning up any improperly disposed of trash, waste, noxious material, refuse, etc.

## 30. ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties and there are no agreements, representations, or warranties which are not set forth herein. This Lease may not be amended or revised except by a writing signed and dated by both parties and attached hereto.

## 31. AUTHORITY

The person signing this lease on behalf of Tenant is authorized to sign this lease and no other signatures are required under the Tenant's Charter or Articles of Organization.

*Signature Page Follows*

SIGNATURE PAGE - LEASE AGREEMENT

Landlord: AEP TEXAS INC.

Tenant: THROCKMORTON COUNTY

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease as of the

(Date: \_\_\_\_\_)

LANDLORD:

AEP TEXAS INC.

\_\_\_\_\_  
P. Todd Ireland  
Manager, Real Estate Asset Management  
American Electric Power Service Corporation  
Authorized Signer

TENANT:

THROCKMORTON COUNTY

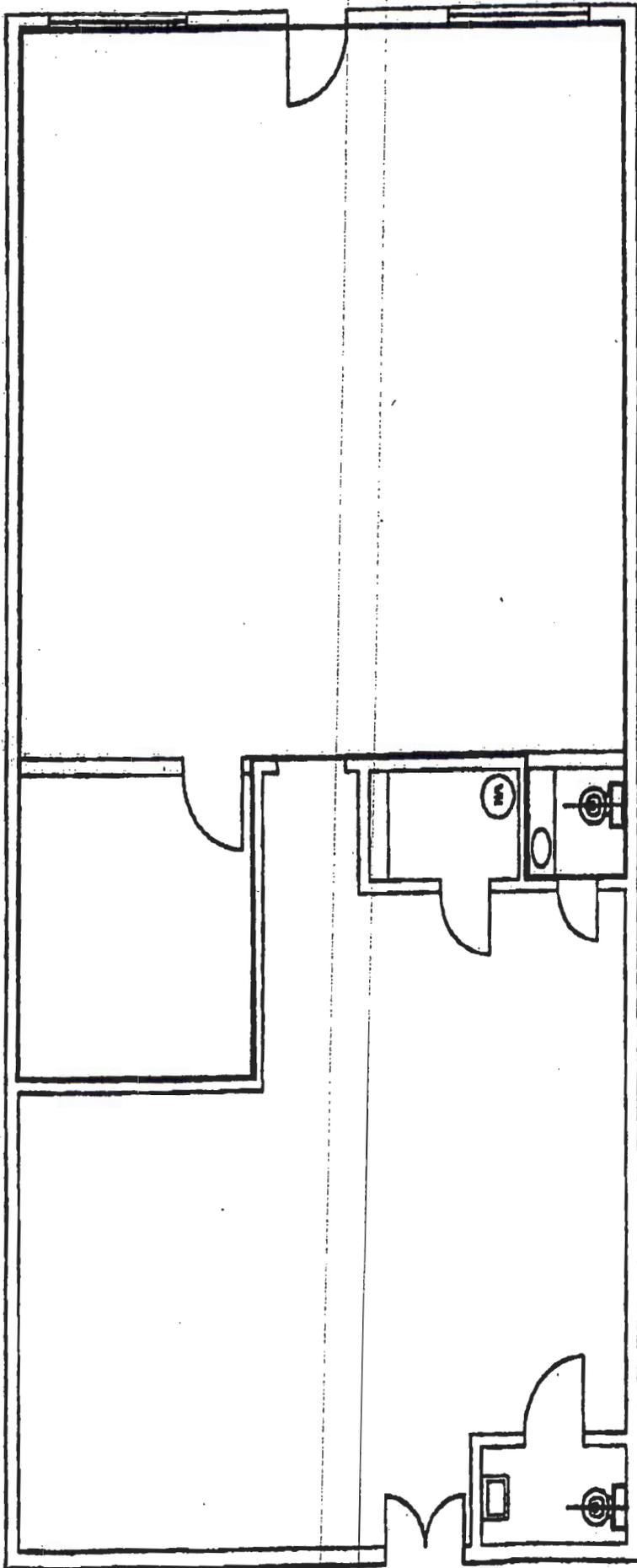
By: Trey Caxington

Printed Name: Trey Caxington

Title, if applicable: County Clerk

Date: 1-25-2021

This instrument was prepared by Real Estate Asset Management for an on behalf of Landlord.



117 W. Chestnut Street  
Throckmorton, Texas

Lease by and between AEP Texas North  
Company and Throckmorton County

EXHIBIT "A"

Leased area (not to scale)

**Trey Carrington**

---

**From:** McCormack, Keely <Keely.McCormack@gmr.net>  
**Sent:** Thursday, January 14, 2021 2:41 PM  
**To:** Trey Carrington  
**Subject:** Renewal Invoice for Throckmorton County MSP  
**Attachments:** Throckmorton County MSP Invoice 2021.pdf; Throckmorton County, TX 2021.pdf

---

Judge Carrington,

Per our phone conversation, I have attached the renewal invoice and new agreement for the 2021-2022 year. There was an increase in the cost from previous years.

Please let me know if you have any questions or concerns.

Thank you!

\*Please note: My email address has changed to [Keely.McCormack@gmr.net](mailto:Keely.McCormack@gmr.net)

Keely McCormack  
Business Account Manager

PO Box 948 | West Plains, MO 65775  
W: 417-257-1227 | F: 417-257-2863

Extraordinary stories. Extraordinary people. | [www.atamomentsnotice.com](http://www.atamomentsnotice.com)



A Global Medical Response Solution.

---



Plan Code: 5833

**AirMedCare Network Municipal Site Membership  
For Throckmorton County, TX**

**Organization:** Throckmorton County, TX  
**Address:** PO Box 700  
 Throckmorton, TX  
**Contact:** Judge Trey Carrington  
**Phone:** 940-849-3081  
**Email:** coljudge@gmail.com  
**County:** Throckmorton

**Membership Sales Manager/Base:** Randy Teague/AE63

**Covered Individuals and Transports:**

Any individual who resides within the boundaries of Throckmorton County, TX when transported for medical necessity by AirEvac Lifeteam (or any AirMedCare Network Provider) will be covered under the standard terms and conditions for an AirMedCare Network membership (attached), except:

- Transport must be from a pickup location in Throckmorton County, TX; and
- If the covered individual transported does not have health insurance at the time of transport, AirEvac Lifeteam will bill the covered individual at the "Medicare Allowable Rate" for the transport.

**Fees:**

Throckmorton County, TX will pay to AirMedCare Network a total of \$16,144.00 annual.

**Upgrade Benefit to Covered Individuals:**

Any individual who resides within the boundaries of Throckmorton County, TX may elect to obtain a full household membership (which eliminates the exceptions listed above) by completing an application and paying the following fees:

Standard Annual Rate	*Senior Annual Rate
\$45	\$35

*\*Senior rate is available to the primary and secondary household member if they are 60 years of age or older.*

**Duration:**

This agreement will be effective upon AirMedCare Network's receipt of (a) this agreement signed by the participating Organization AND (b) payment of the amount as provided above. This agreement will be effective for one (1) year, and will be evaluated by both parties for renewal at least thirty (30) days prior to the end of the one (1) year term.



Initial \_\_\_\_\_

VOL 27 PG 740



### Terms and Conditions

AirMedCare Network is an alliance of affiliated air ambulance providers\* (each a "Company"). An AirMedCare Network membership automatically enrolls you as a member in each Company's membership program. Membership ensures the patient will have no out-of-pocket flight expenses if flown by a Company by providing prepaid protection against a Company's air ambulance costs that are not covered by a member's insurance or other benefits or third party responsibility, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown.
2. AMCN Provider air ambulance services may not be available when requested due to factors beyond its control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews. Emergent ground ambulance transport of a member by an AMCN Provider will be covered under the same terms and conditions.
3. Members who have insurance or other benefits, or third party responsibility claims, that cover the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or third party responsibility available to the member to have been fully prepaid. The AMCN Provider reserves the right to bill directly any appropriate insurance, benefits provider or third party for services rendered, and members authorize their insurers, benefits providers and responsible third parties to pay any covered amounts directly to the AMCN Provider. Members agree to remit to the AMCN Provider any payment received from insurance or benefit providers or any third party for air medical services provided by the AMCN Provider, not to exceed regular charges. Neither the Company nor AirMedCare Network is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Company nor AirMedCare Network will be responsible for payment for services provided by another ambulance service.**
4. Membership starts 15 days after the Company receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.
5. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Company that they are not Medicaid beneficiaries.
6. These terms and conditions supersede all previous terms and conditions between a member and the Company or AirMedCare Network, including any other writings, or verbal representations, relating to the terms and conditions of membership.

\*Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC — These terms and conditions apply to all AirMedCare Network participating provider membership programs, regardless of which participating provider transports you.



Initial \_\_\_\_\_



Agreed to by:

*Trey Carrington*  
Signature

*Trey Carrington*  
Printed Name

*County Judge*  
Title

*Franklin County*  
Organization Name

*1-25-2021*  
Date

Signature

*Keith Hovey*  
Printed Name

*Vice President*  
Title

*Membership*  
Division

Date



Initial \_\_\_\_\_

# TEXAS ASSOCIATION *of* COUNTIES



## Cybersecurity Course Enrollment Form for Counties

Under state law, Tex. Gov't Code § 2054.5191, effective June 14, 2019, all elected officials and any local government employee who has access to a local government computer system or database must complete a cybersecurity training program certified by the Texas Department of Information Resources (DIR) at least annually.

In response to the cybersecurity training mandate and in furtherance of our continued commitment to our county family, TAC is offering a free cybersecurity course that has been certified by DIR and fulfills the requirements of the law.

Should your county choose to participate in TAC's cybersecurity training program, please have your Commissioners Court approve your county's participation and complete the enclosed form and return via email to [SecurityTraining@county.org](mailto:SecurityTraining@county.org) or fax to (512) 477-1324. For more information about the underlying legislation and TAC's cybersecurity training course, please visit [county.org/cybersecurity](http://county.org/cybersecurity).

Your course administrator will receive an email notification when your county is enrolled with instructions on how to complete the training. The training should be completed by June 14, 2021. Enrollment is available on a rolling basis throughout the year.

Printed Name

Trey Carrington

Authorized Signature

A handwritten signature in black ink, appearing to read 'Trey Carrington', written over a horizontal line.

County Name

Throckmorton

Date

1/25/2021

**Assigned Course Administrator**

Please indicate the individual who will serve as the primary point of contact with TAC staff for purposes of enrolling participating county officials and employees in the cybersecurity training course. The designated individual will be asked to provide a list of all participating county employees and elected officials' names, email addresses, and positions held. The designated individual will also be asked to regularly add or remove users from access to the training program upon separation from county employment.

The course administrator will have access to reports reflecting the course completion status of all participating county employees and elected officials. If your county would like multiple administrators, please include their contact information on the following page.

Name of Administrator: Hayley Briles

Email of Administrator: hayley.briles@throckmortonCounty.org

Phone Number of Administrator: 940) 849-8805

Position/Office of Administrator: County Judge Secretary

**County IT Administrator**

Please indicate the individual responsible for IT administration for your county. Upon request, TAC will coordinate with your IT Administrator to facilitate smooth deployment of the cybersecurity training program for your personnel and electeds.

Name of IT Administrator: Sam Goldsmith

Email of Registrant: support@goldsmithsolutions.com

Phone Number of Registrant: 1-800-448-3153

To enroll your county or organization's employees in TAC's DIR-certified cybersecurity training, email to SecurityTraining@county.org in .xls, .xlsx or .csv format. Please be sure that all email addresses are in the correct format. For employees who do not have a county email, you may include their personal email address. For employees who do not have a county email, add the shared email address in the E-mail field for each employee that uses it.

<b>E-mail</b>	<b>First Name</b>	<b>Last Name</b>
<u>trey.carrington@throckmortoncounty.org</u>	Trey	Carrington
<u>hayley.briles@throckmortoncounty.org</u>	Hayley	Briles
<u>brenda.rankin@throckmortoncounty.org</u>	Brenda	Rankin
<u>pam.thompson@throckmortoncounty.org</u>	Pam	Thompson
<u>bobby.thompson@throckmortoncounty.org</u>	Bobby	Thompson
<u>dianna.moore@throckmortoncounty.org</u>	Dianna	Moore
<u>kena.whitfield@throckmortoncounty.org</u>	Kena	Whitfield
<u>sheriff.wigington@throckmortoncounty.org</u>	Doc	Wigington
<u>deputy.gray@throckmortoncounty.org</u>	Byron	Gray
<u>deputy.wells@throckmmortoncounty.org</u>	James	Wells
<u>lillian.little@throckmortoncounty.org</u>	Lillian	Little
<u>dispatch@throckmortoncounty.org</u>	Jeremy	Escalon
<u>dispatch@throckmortoncounty.org</u>	Abigail	Overton
<u>dispatch@throckmortoncounty.org</u>	Haily	Overstreet
<u>dispatch@throckmortoncounty.org</u>	Jimmy	Bruton

aining course, complete the requested information below for your county or organization's employees. information is spelled correctly, or training will not be sent properly.

Address. For employees who do not have an email, leave the E-mail field blank. For employees who share

<b>Title/Position</b>	<b>Office/Department</b>	<b>County or Organization Name</b>
County Judge	County Judge	Throckmorton
Clerk	Justice of the Peace	Throckmorton
Treasurer	County Treasurer	Throckmorton
Elections Administrator	Elections	Throckmorton
Justice of the Peace	Justice of the Peace Prct. 1-4	Throckmorton
District/County Clerk	County and District Court	Throckmorton
Deputy Clerk	County Clerks Office	Throckmorton
Sheriff	County Sheriff's Office	Throckmorton
Deputy Sheriff	Sheriff's Office	Throckmorton
Deputy Sheriff	Sheriff's Office	Throckmorton
Administrative Assistant	Sheriff's Office	Throckmorton
Dispatcher	Sheriff's Office	Throckmorton

SF

**CNA SURETY**

PO Box 5077 Sioux Falls SD 57117-5077

January 08, 2021

1-800-331-6053  
Fax 1-605-335-0357  
www.cnasurety.com

James Kirby Wigington  
P. O. Box 549  
Throckmorton, TX 76483

File # 71858281  
James Kirby Wigington

\$10,000.00  
Company Code: 0601  
Written By: WESTERN SURETY COMPANY  
Assessor-Collector County of Throckmorton

Enclosed is your bond. To continue your bond coverage and keep it in force, you must file this document with the county of Throckmorton.

If you are no longer required to post this bond, please write the word "Cancel" directly on the document, and return it to CNA Surety.

If you have any questions, please contact your local agent.

Enclosure

VOL 27 PG 747

Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Throckmorton } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 71858281

That we, James Kirby Wigington, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto <sup>1</sup> Commissioners Court, his successors in office, in the sum of <sup>2</sup> Ten Thousand and 00/100 DOLLARS ( \$10,000.00 ), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 11th day of January, 2021

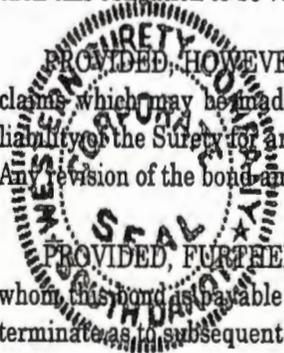
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, duly elected (Elected—Appointed) to the office of ASSESSOR-COLLECTOR in and for <sup>3</sup>Throckmorton County, State of Texas, for a term of four year s commencing on the 1st day of January, 2021.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup> faithful performance of the person's duties as assessor-collector

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.



Principal  
WESTERN SURETY COMPANY  
By Paul T. Bruffat  
Paul T. Bruffat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of \_\_\_\_\_

} ss

Before me, \_\_\_\_\_ on this day, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL

\_\_\_\_\_ County, Texas

OATH OF OFFICE (COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL

\_\_\_\_\_ County, Texas

OATH OF OFFICE (General)

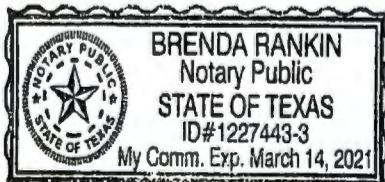
I, James K. Wigginton, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Assessor-Collector, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at Throckmorton, Texas, this 25<sup>th</sup> day of January, 2021.

Brenda Rankin  
Throckmorton County, Texas

SEAL



THE STATE OF TEXAS }  
County of Throckmorton } ss

The foregoing bond of James K. Wington as  
Assessor-Collector in and for Throckmorton County and State of Texas, this day  
approved in open Commissioner's Court.

ATTEST:  
Dianna Moore Clerk  
County Court Throckmorton County

Date 1/25, 2021  
[Signature] County Judge,  
Throckmorton County, Texas

THE STATE OF TEXAS }  
County of Throckmorton } ss

I, Dianna Moore, County Clerk, in and for said County, do hereby certify  
that the foregoing Bond dated the 1st day of January, 2021, with its certificates of  
authentication, was filed for record in my office the 25th day of January, 2021, at  
9:30 o'clock a.M., and duly recorded the 25th day of January, 2021, at  
10:30 o'clock a.M., in the Records of Official Bonds of said County in Volume 8, on page  
060.

WITNESS my hand and the seal of the County Court of said County, at office in Throckmorton,  
Texas, the day and year last above written.

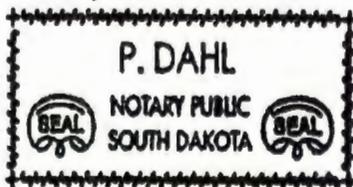
Dianna Moore Clerk  
County Court Throckmorton County

By \_\_\_\_\_ Deputy

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 11th day of January,  
2021, personally appeared Paul T. Bruflat to me known to be the identical  
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the  
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the  
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



P. Dahl  
Notary Public

My Commission Expires June 18, 2025

## OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000.- 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."

## OFFICIAL BOND REQUIREMENTS - continue

County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum -- \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.  
4. Conditions.

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Assessor-Collector County of Throckmorton

bond with bond number 71858281

for James Kirby Wigington

as Principal in the penalty amount not to exceed: \$10,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 11th day of January, 2021.

ATTEST

A. Vietor

A. Vietor, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

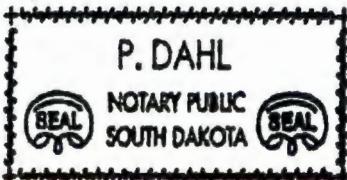
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss



On this 11th day of January, 2021, before me, a Notary Public, personally appeared Paul T. Bruflat and A. Vietor

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



P. Dahl

My Commission Expires June 18, 2025

Notary Public

Figure: 28 TAC 01.601(a)(3)

**IMPORTANT NOTICE**

1 To obtain information or make a complaint:

2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.

3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

**1-800-331-6053**

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

P.O. Box 5077  
Sioux Falls, SD 57117-5077

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

6 You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**7 PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**8 ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

**1-800-331-6053**

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

P.O. Box 5077  
Sioux Falls, SD 57117-5077

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:**

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

SF

**CNA SURETY**

PO Box 5077 Sioux Falls SD 57117-5077

January 08, 2021

1-800-331-6053  
Fax 1-605-335-0357  
www.cnasurety.com

James Kirby Wigington  
P. O. Box 549  
Throckmorton, TX 76488

File # 71858291  
James Kirby Wigington

\$5,000.00  
Company Code: 0601  
Written By: WESTERN SURETY COMPANY  
Sheriff County of Throckmorton

Enclosed is your bond. To continue your bond coverage and keep it in force, you must file this document with the county of Throckmorton.

If you are no longer required to post this bond, please write the word "Cancel" directly on the document, and return it to CNA Surety.

If you have any questions, please contact your local agent.

Enclosure

VOL 27 PG 255

Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Throckmorton } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 71858291

That we, James Kirby Wigington, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto <sup>1</sup> Governor of Texas, his successors in office, in the sum of <sup>2</sup> Five Thousand and 00/100 DOLLARS ( \$5,000.00 ), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 11th day of January, 2021.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, duly elected (Elected—Appointed) to the office of SHERIFF in and for <sup>3</sup> Throckmorton County, State of Texas, for a term of four year s commencing on the 1st day of January, 2021.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup> faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.



Principal  
WESTERN SURETY COMPANY  
By Paul T. Brufat  
Paul T. Brufat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Th } ss

Before me, \_\_\_\_\_ on this day, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL

\_\_\_\_\_ County, Texas

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL

\_\_\_\_\_ County, Texas

OATH OF OFFICE  
(General)

I, James K. Wigington, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of County Sheriff, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

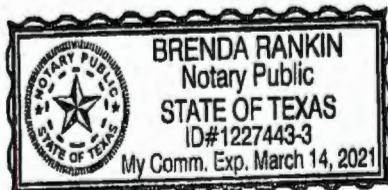
Signed \_\_\_\_\_

Sworn to and subscribed before me at Throckmorton, Texas, this 25<sup>th</sup> day of January, 2021.

Brenda Rankin

Throckmorton County, Texas

SEAL



VOL 27 PG 757

THE STATE OF TEXAS }  
County of Throckmorton } ss

The foregoing bond of James K. Wigginton as  
County Sheriff in and for Throckmorton County and State of Texas, this day  
approved in open Commissioner's Court.

ATTEST:

Date 1/25/2021  
[Signature] County Judge,  
Throckmorton County, Texas

Dianna Moore Clerk  
County Court Throckmorton County

THE STATE OF TEXAS }  
County of Throckmorton } ss

Dianna Moore County Clerk, in and for said County, do hereby certify  
that the foregoing Bond dated the 1<sup>st</sup> day of January, 2021, with its certificates of  
authentication, was filed for record in my office the 25<sup>th</sup> day of January, 2021, at  
9:30 o'clock a.M., and duly recorded the 25<sup>th</sup> day of January, 2021, at  
10:30 o'clock a.M., in the Records of Official Bonds of said County in Volume 8, on page  
1067.

WITNESS my hand and the seal of the County Court of said County, at office in Throckmorton,  
Texas, the day and year last above written.

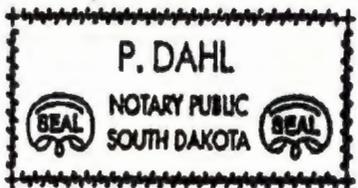
Dianna Moore Clerk  
County Court Throckmorton County

By \_\_\_\_\_ Deputy

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 11th day of January,  
2021, personally appeared Paul T. Bruflat to me known to be the identical  
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the  
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the  
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



P. Dahl  
Notary Public

My Commission Expires June 18, 2025

## OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000.- 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."

## OFFICIAL BOND REQUIREMENTS - continue

County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum -- \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.  
4. Conditions.

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Sheriff County of Throckmorton

bond with bond number 71858291

for James Kirby Wigington

as Principal in the penalty amount not to exceed: \$5,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 11th day of January, 2021.

ATTEST

A. Viator

A. Viator, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

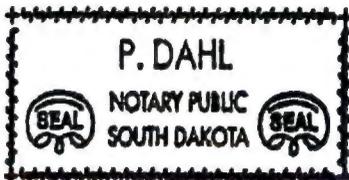
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA }

ss

On this 11th day of January, 2021, before me, a Notary Public, personally appeared Paul T. Bruflat and A. Viator

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires June 18, 2025

P. Dahl

Notary Public



Figure: 28 TAC 01.601(a)(3)

**IMPORTANT NOTICE**

1 To obtain information or make a complaint:

2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.

3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

**1-800-331-6053**

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

P.O. Box 5077  
Sioux Falls, SD 57117-5077

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

6 You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**7 PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**8 ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

**1-800-331-6053**

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

P.O. Box 5077  
Sioux Falls, SD 57117-5077

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:**

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

SF

# CNA SURETY

PO Box 5077 Sioux Falls SD 57117-5077

January 08, 2021

1-800-331-6053  
Fax 1-605-335-0357  
www.cnasurety.com

Casey Lynn Wells  
P. O. Box 549  
Throckmorton, TX 76483

File # 71360340  
Casey Lynn Wells

\$3,000.00  
Company Code: 0601  
Written By: WESTERN SURETY COMPANY  
County Commissioner County of Throckmorton

Enclosed is your bond. To continue your bond coverage and keep it in force, you must file this document with the county of Throckmorton.

If you are no longer required to post this bond, please write the word "Cancel" directly on the document, and return it to CNA Surety.

If you have any questions, please contact your local agent.

Enclosure

VOL 27 PG 763

Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Throckmorton } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 71360340

That we, Casey Lynn Wells, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto <sup>1</sup> County Treasurer, his successors in office, in the sum of <sup>2</sup> Three Thousand and 00/100 DOLLARS ( \$3,000.00 ), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 11th day of January, 2021

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, duly elected (Elected—Appointed) to the office of County Commissioner in and for <sup>3</sup> Throckmorton County, State of Texas, for a term of Four year s commencing on the 1st day of January, 2021.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup> faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Casey Wells Principal  
WESTERN SURETY COMPANY  
By Paul T. Brufat Paul T. Brufat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of \_\_\_\_\_

} ss

Before me, \_\_\_\_\_ on this day, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_,

SEAL

\_\_\_\_\_ County, Texas

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, Casey Wells, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of County Commissioner, Precinct 1, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_

January, 2021

Throckmorton

Texas, this

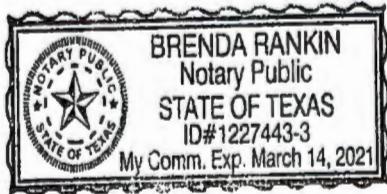
25<sup>th</sup> day of

Brenda Rankin

Throckmorton

County, Texas

SEAL



OATH OF OFFICE  
(General)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_

Texas, this \_\_\_\_\_ day of

SEAL

\_\_\_\_\_ County, Texas

THE STATE OF TEXAS } ss  
County of Throckmorton

The foregoing bond of Casey Wells as  
County Commissioner Prec 1 in and for Throckmorton County and State of Texas, this day  
approved in open Commissioner's Court.

ATTEST:  
Dianna Moore Clerk  
County Court Throckmorton County

Date 1/25, 2021  
[Signature] County Judge,  
Throckmorton County, Texas

THE STATE OF TEXAS } ss  
County of Throckmorton

Dianna Moore, County Clerk, in and for said County, do hereby certify  
that the foregoing Bond dated the 1<sup>st</sup> day of January, 2021, with its certificates of  
authentication, was filed for record in my office the 25<sup>th</sup> day of January, 2021, at  
9:30 o'clock a.M., and duly recorded the 25<sup>th</sup> day of January, 2021, at  
10:30 o'clock a.M., in the Records of Official Bonds of said County in Volume 8, on page  
074.

WITNESS my hand and the seal of the County Court of said County, at office in Throckmorton,  
Texas, the day and year last above written.

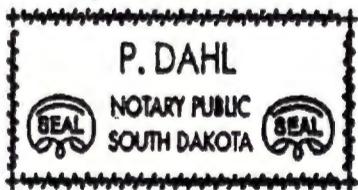
Dianna Moore Clerk  
County Court Throckmorton County

By \_\_\_\_\_ Deputy

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA } ss  
County of Minnehaha

Before me, a Notary Public, in and for said County and State on this 11th day of January,  
2021, personally appeared Paul T. Bruflat to me known to be the identical  
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the  
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the  
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



P. Dahl  
Notary Public

My Commission Expires June 18, 2025

## OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000.- 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."

## OFFICIAL BOND REQUIREMENTS - continue

County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceeding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum — \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.  
4. Conditions.

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One County Commissioner County of Throckmorton

bond with bond number 71360340

for Casey Lynn Wells

as Principal in the penalty amount not to exceed: \$3,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 11th day of January, 2021.

ATTEST

A. Vietor

A. Vietor, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

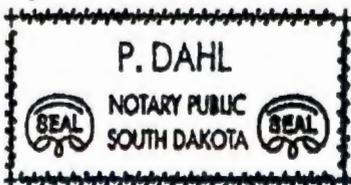
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 11th day of January, 2021, before me, a Notary Public, personally appeared Paul T. Bruflat and A. Vietor

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



P. Dahl

Notary Public

My Commission Expires June 18, 2025

VOL 27 PG 769  
769

Figure: 28 TAC §1.601(a)(3)

**IMPORTANT NOTICE**

- 1 To obtain information or make a complaint:
- 2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.
- 3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

**1-800-331-6053**

- 4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

P.O. Box 5077  
Sioux Falls, SD 57117-5077

- 5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

- 6 You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

- 7 **PREMIUM OR CLAIM DISPUTES:**  
Should you have a dispute concerning your premium or about a claim you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

- 8 **ATTACH THIS NOTICE TO YOUR POLICY:**  
This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

- Para obtener informacion o para someter una queja:
- Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.
- Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

**1-800-331-6053**

- Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

P.O. Box 5077  
Sioux Falls, SD 57117-5077

- Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

- Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

- DISPUTAS SOBRE PRIMAS O RECLAMOS:**  
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

- UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

1/25/2021 BILLS			
<u>VENDOR NAME</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>	
BCBS		11,847.98	
UNUM		265.83	
AFLAC			
SUPERIOR VISION		101.73	
ABILENE FEDERAL CREDIT UNION		40.00	
VERIZON	SO	198.24	
AT&T	PREC. 1	95.27	
WINDSTREAM		165.40	
CITY			
CITY	PREC. 1		
CITY	PREC. 2		
CITY	PREC. 4		
TX CHILD SUPPORT DISB		112.00	
WOLFEPAK		411.46	
WATSON ELECTRIC	S.O. GENERATOR	1,125.00	
HASKELL COUNTY		10,462.38	
INGRAM CONCRETE	PREC. 2	1,312.14	
SPRING HOUSE		112.71	
DE LAGE LANDEN			
GRAY'S INSURANCE	BOND GRAY	50.00	
GRAY'S INSURANCE	BOND BROCKMAN	177.50	
BJB TRANSPORT	PREC. 4	1,700.00	
PAM THOMPSON		15.83	
AIR MED CARE NETWORK		16,144.00	
K&M TIRE	S.O.	1,132.88	
JUSTICE SOLUTIONS	S.O.	623.00	
ALLEN'S GARAGE	S.O.	35.00	
OFFICE DEPOT	TREASURER	264.53	
A.L.E.R.T.	S.O.	120.00	
TACA		125.00	
ROBERT GRANT, ED.D.	S.O.	125.00	
TAC	TREASURER	150.00	
INGRAM CONCRETE	PREC. 2	441.27	
Greg Brockman		398.77	
Klay Mitchell		416.32	

**THROCKMORTON COUNTY MEMORIAL  
HOSPITAL**

Expenses Approved by  
TCMH Board of Directors

February 4, 2021

Presented to:

**Throckmorton County Commissioner's Court**

**February 8, 2021**

**TCMH Expenditure List**

**02/04/2020**

Vendor #:	Vendor Name:	Invoice Date:	Amount:	Comments:
10003	ACCORD FINANCIAL INC	1/14/2021	\$565.97	
10003	ACCORD FINANCIAL INC	1/26/2021	\$566.01	
10006	AIRGAS	1/21/2021	\$411.84	
10006	AIRGAS	12/31/2020	\$505.82	
10420	ALLEN'S GARAGE	1/27/2021	\$45.00	
10138	ALSCO LINEN AND UNIFORM	1/29/2021	\$127.01	
10138	ALSCO LINEN AND UNIFORM	1/22/2021	\$130.78	
10138	ALSCO LINEN AND UNIFORM	1/8/2021	\$152.53	
10138	ALSCO LINEN AND UNIFORM	11/6/2020	\$201.76	
10138	ALSCO LINEN AND UNIFORM	1/22/2021	\$245.11	
10138	ALSCO LINEN AND UNIFORM	1/29/2021	\$247.46	
10138	ALSCO LINEN AND UNIFORM	1/15/2021	\$254.61	
10138	ALSCO LINEN AND UNIFORM	1/15/2021	\$295.14	
10138	ALSCO LINEN AND UNIFORM	1/8/2021	\$309.88	
10393	AMAZON CAPITAL SERVICES	1/12/2021	\$84.97	
10393	AMAZON CAPITAL SERVICES	1/19/2021	\$287.97	
10393	AMAZON CAPITAL SERVICES	1/22/2021	\$98.99	
22	AP GAS & ELECTRIC ENERGY	12/29/2020	\$2,463.53	
10102	AR MANAGEMENT & SOLUTIONS, LLC	1/15/2020	\$174.44	
10012	AT&T MOBILITY	12/31/2020	\$125.90	
10013	ATMOS ENERGY HOSPITAL	2/1/2021	\$211.05	
10152	ATMOS ENERGY CLINIC	2/1/2021	\$125.71	
10120	BLUE CROSS BLUE SHIELD OF TEXAS	1/17/2021	\$27,700.05	\$23,956.80 - HOSPITAL PORTION
10429	BRADEN, JONATHAN	1/22/2021	\$1,750.00	WEBSITE MANAGEMENT
00033	BRECKENRIDGE AUTO SUPPLY	1/26/2021	\$33.80	
00033	BRECKENRIDGE AUTO SUPPLY	1/26/2021	\$107.35	
10021	C D HARTNETT COMPANY	1/11/2021	\$48.41	
10021	C D HARTNETT COMPANY	1/18/2021	\$50.91	
10021	C D HARTNETT COMPANY	1/11/2021	\$292.23	
10021	C D HARTNETT COMPANY	1/25/2021	\$377.56	
10021	C D HARTNETT COMPANY	1/18/2021	\$377.57	
10021	C D HARTNETT COMPANY	1/4/2021	\$567.93	
10139	CAPROCK HEALTH GROUP	2/1/2021	\$150.00	
10022	CARDINAL HEALTH MEDICAL PROD	1/20/2021	\$22.16	
10022	CARDINAL HEALTH MEDICAL PROD	1/24/2021	\$68.93	
10022	CARDINAL HEALTH MEDICAL PROD	1/14/2021	\$78.22	
10022	CARDINAL HEALTH MEDICAL PROD	1/20/2021	\$105.40	
10022	CARDINAL HEALTH MEDICAL PROD	1/21/2021	\$428.94	
10026	CITY OF THROCKMORTON	1/27/2021	\$102.13	
10026	CITY OF THROCKMORTON	1/27/2021	\$239.46	
10027	COALSON'S GROCERY	2/4/2021	\$1,160.95	

VOL 27 PG 225

10028	COMMERCIAL & INDUSTRIAL	1/28/2021	\$295.00	
10029	COMPUTER SOLUTIONS!	1/9/2021	\$470.00	
00157	CPSI	1/5/2021	\$75.00	
00157	CPSI	12/31/2020	\$78.00	
00157	CPSI	2/5/2021	\$2,365.00	
00157	CPSI	2/5/2021	\$13,869.00	
157	CPSI	2/5/2021	\$11,095.00	PAYMENT & PATIENT PORTAL
10272	DISH	2/2/2021	\$110.64	
10373	DISH NETWORK LLC	2/2/2021	\$83.65	
10400	EMERGENCE TELERADIOLOGY	1/1/2021	\$799.00	
10400	EMERGENCE TELERADIOLOGY	2/1/2021	\$895.00	
00032	EMSCHARTS INC	1/4/2021	\$171.00	
10039	EQUALIZE RM SERVICES	12/31/2020	\$24.89	
10039	EQUALIZE RM SERVICES	12/31/2020	\$6,279.11	
10302	FENWAL INC.	1/25/2021	\$1,560.57	
10044	FISHER HEALTHCARE	1/5/2021	\$519.14	
10412	FLINT MEDICAL STAFFING, INC.	1/15/2021	\$13,420.00	
10412	FLINT MEDICAL STAFFING, INC.	12/31/2020	\$23,264.00	
00026	HAMILTON HOSPITAL	1/5/2021	\$200.00	
00026	HAMILTON HOSPITAL	1/19/2021	\$400.00	
140	HANDY ANDY'S PLUMBING	2/2/2021	\$1,706.47	
00021	HANDYMAN SUPPLY/BRADY ASH	1/31/2021	\$112.68	
10055	HARRIS EXTERMINATING SERVICE	1/24/2021	\$112.50	
10263	HCCS	12/31/2020	\$1,605.88	
00028	HENDRICK MEDICAL CENTER	1/27/2021	\$3,987.32	
10058	INTERSTATE ALL BATTERY CENTER	1/7/2021	\$40.14	
10312	JACKSON, SPENCER	1/6/2021	\$84.74	REIMB. FOR BOOKS
10403	KOBERG, FRED	1/25/2021	\$2,205.00	PHYSICIAN COVERAGE
10422	LAB EXPRESS	1/8/2021	\$989.90	VACCINE FREEZER SHIPPING AND PRICE
10339	MARROW, DENNIS	1/25/2021	\$42.92	MILEAGE TO GET LIQUID NITROGEN
10378	MATTHEW BENDER & CO., INC.	12/29/2020	\$78.03	PHARMACY LAW BOOK
00164	MCKESSON MEDICAL-SURGICAL INC	12/30/2020	\$0.39	
00164	MCKESSON MEDICAL-SURGICAL INC	1/4/2021	\$0.47	
00164	MCKESSON MEDICAL-SURGICAL INC	1/13/2021	\$0.47	
00164	MCKESSON MEDICAL-SURGICAL INC	1/18/2021	\$0.47	
00164	MCKESSON MEDICAL-SURGICAL INC	1/13/2021	\$101.22	
00164	MCKESSON MEDICAL-SURGICAL INC	1/12/2021	\$127.72	
00164	MCKESSON MEDICAL-SURGICAL INC	12/30/2020	\$172.20	
00164	MCKESSON MEDICAL-SURGICAL INC	12/31/2020	\$194.61	
00164	MCKESSON MEDICAL-SURGICAL INC	1/13/2021	\$302.48	
00164	MCKESSON MEDICAL-SURGICAL INC	1/4/2021	\$885.33	
00164	MCKESSON MEDICAL-SURGICAL INC	1/14/2021	\$1,880.00	
00164	MCKESSON MEDICAL-SURGICAL INC	1/18/2021	\$2,333.59	

VOL 21 PG 216

00164	MCKESSON MEDICAL-SURGICAL INC	12/30/2020	\$3,535.71	
00164	MCKESSON MEDICAL-SURGICAL INC	12/30/2020	\$172.59	
00164	MCKESSON MEDICAL-SURGICAL INC	1/13/2021	\$302.95	
00164	MCKESSON MEDICAL-SURGICAL INC	1/4/2021	\$885.80	
00164	MCKESSON MEDICAL-SURGICAL INC	1/18/2021	\$108.73	
00164	MCKESSON MEDICAL-SURGICAL INC	1/14/2021	\$1,866.68	
00164	MCKESSON MEDICAL-SURGICAL INC	1/14/2021	\$1,698.38	
00164	MCKESSON MEDICAL-SURGICAL INC	1/14/2021	\$571.38	
00164	MCKESSON MEDICAL-SURGICAL INC	1/15/2021	\$1,141.29	
00164	MCKESSON MEDICAL-SURGICAL INC	12/31/2020	\$2,821.51	
00164	MCKESSON MEDICAL-SURGICAL INC	1/8/2021	\$817.34	
00164	MCKESSON MEDICAL-SURGICAL INC	1/7/2021	\$227.28	
00164	MCKESSON MEDICAL-SURGICAL INC	1/7/2021	\$242.99	
00164	MCKESSON MEDICAL-SURGICAL INC	1/21/2021	\$2,357.61	
00164	MCKESSON MEDICAL-SURGICAL INC	1/20/2021	\$140.73	
00164	MCKESSON MEDICAL-SURGICAL INC	1/21/2021	\$142.12	
00164	MCKESSON MEDICAL-SURGICAL INC	1/27/2021	\$100.61	
00164	MCKESSON MEDICAL-SURGICAL INC	1/27/2021	\$25.47	
00164	MCKESSON MEDICAL-SURGICAL INC	1/27/2021	\$68.25	
10325	MEDTOX DIAGNOSTICS	1/19/2021	\$1,584.22	
00030	MONY P/R ALLOT - DEPT 2655	1/29/2021	\$40.00	
10397	NEILANDS, GARYELLE	2/1/2021	\$1,650.00	22 PT PATIENTS
10397	NEILANDS, GARYELLE	1/15/2021	\$2,250.00	PT SERVICES
10065	NEWLIGHT HEALTHCARE LLC	1/29/2021	\$11,500.00	
10368	NEXTECH SYSTEMS, LLC	1/14/2021	\$125.00	ROOM 8 TELEVISION
10069	OFFICE DEPOT	1/27/2021	\$182.62	
00078	OLIVER, HALIE	2/1/2021	\$1,400.00	8 PT PATIENTS
10237	OTT TO PRINT GREEN	1/12/2021	\$783.00	
10071	PENMAN SERVICES LTD	1/31/2021	\$255.91	
10106	PHILIPS HEALTHCARE	1/11/2021	\$600.62	DEFIBRILLATOR PADS
10074	PITNEY BOWES	1/21/2021	\$67.80	
10074	PITNEY BOWES	1/13/2021	\$164.31	
10391	PRINCIPAL LIFE INSURANCE	1/17/2021	\$2,021.32	\$1,234.79 - HOSPITAL PORTION
10344	PROFESSIONAL AMBULANCE SALES	2/2/2021	\$57.65	PART FOR MEDIC 1
00071	QUEST DIAGNOSTICS	1/26/2021	\$20.00	
10392	SHIFFLETT, KELSIE	2/1/2021	\$300.00	OT SERVICES
10392	SHIFFLETT, KELSIE	2/1/2021	\$500.00	OT SERVICES JANUARY
10361	SONO ART LLC	1/15/2021	\$600.00	3 ULTRASOUNDS
10084	SPRINGHOUSE WATER	1/13/2021	\$121.50	
10086	STERICYCLE INC	12/31/2020	\$676.50	
10016	SUPERIOR VISION OF TEXAS	1/17/2021	\$303.11	\$194.37 - HOSPITAL PORTION
10375	TAMARA DELACRUZ, COTA	1/8/2021	\$300.00	OT SERVICES
10375	TAMARA DELACRUZ, COTA	1/25/2021	\$400.00	OT SERVICES

10428	TELEFLEX LLC	12/23/2020	\$4,278.00	IO KITS
10090	THE DRUG STORE	1/2/2021	\$10.95	
00023	USF HEALTHCARE CONSULTING	1/21/2021	\$109.83	
00117	VAL-U-CHEM	1/4/2021	\$206.87	
10116	VOSS, KINSI	1/25/2021	\$85.84	MILEAGE TO GET TSA SUPPLIES
10366	WEB FIRE COMMUNICATIONS, INC	1/8/2021	\$700.00	
10366	WEB FIRE COMMUNICATIONS, INC	1/25/2021	\$2,325.00	NURSE'S STATION
10366	WEB FIRE COMMUNICATIONS, INC	2/2/2021	\$400.00	ROOM 8 PHONE ISSUE
21	WEST TEXAS RURAL COUNTIES ASSOCIATION	1/1/2021	\$31,262.00	
10097	WILLIS SUPPLY COMPANY	1/7/2021	\$126.90	
10097	WILLIS SUPPLY COMPANY	1/7/2021	\$131.00	
10097	WILLIS SUPPLY COMPANY	1/21/2021	\$181.85	
10098	WINDSTREAM	1/25/2021	\$27.20	
10098	WINDSTREAM	1/25/2021	\$130.77	
10098	WINDSTREAM	12/30/2020	\$1,008.84	
10099	XEROX CAPITAL SERVICES LLC	1/1/2021	\$258.97	
10099	XEROX CAPITAL SERVICES LLC	1/1/2021	\$259.00	

**GRAND TOTAL:**

**\$218,866.01**

<b>TCMH Payroll</b>		
<b>EMPLOYEE</b>	<b>PAYROLL #: 2101</b>	<b>PAYROLL #: 2102</b>
Lajuanna Atkinson	\$822.54	\$334.07
Craig Beasley	\$7,453.57	\$4,728.34
Karla Benson	\$2,022.33	\$1,994.68
Billy Boyd	\$429.62	\$366.58
Marley Boyd	\$1,496.13	\$1,437.51
Katrina Briles	\$538.35	\$678.75
Leslie Chambers	\$865.65	\$863.92
Tiffany Crow	\$2,142.53	\$1,767.03
Geneva Dean	\$1,074.95	\$866.90
Tonya DeSautel		
Carla Dormier	\$1,050.88	\$1,020.13
Shelby Elliott	\$1,013.82	\$884.06
Kristina Escalon	\$2,215.22	\$2,239.19
Sandy Escalon	\$1,164.55	\$954.66
Lauren Everett	\$587.05	\$790.19
Kirby Gober	\$1,030.05	\$1,030.05
Tina Hantz	\$2,540.79	\$2,120.96
Calvin Hargrove		\$202.94
Tessa Helms	\$370.05	\$408.28
Mary Hernandez	\$1,832.19	\$1,942.32
Caleb Hodges	\$1,193.61	\$1,448.31
Kelby Hodges	\$1,370.86	\$1,419.07
Sarah Ibarra	\$1,298.08	\$980.82
Brandon Jackson	\$332.46	\$332.46
Rhonda Jackson	\$1,629.30	\$1,518.41
Spencer Jackson	\$1,210.74	\$1,221.45
Randy King	\$3,381.43	\$3,381.43
Sondria Lake	\$991.89	\$1,063.09
Mindy Land		\$242.35
Linda Latham	\$1,987.06	\$2,637.47
Susan Leal	\$1,171.37	\$1,011.38
Dobbi Makovy	\$691.23	\$722.78
Dennis Marrow	\$918.88	\$967.66
Shelby Marrow	\$348.94	\$107.22
Lauren McEwen	\$2,874.16	\$2,367.37
Meagan Mickalson	\$305.13	\$475.22
Shanda Morcom		
Amber Myer	\$1,375.34	\$1,283.39
Shelly Navarro	\$984.54	\$1,096.89
Charlotte Norman	\$972.68	\$910.15
Marilyn Nutt	\$627.98	\$627.98
Lisa Pattillo	\$896.25	\$723.95

Dalayna Riddle	\$417.20	
Georgia Rodriguez	\$733.59	
Julie Scott	\$507.98	\$561.12
Shannon Shahan	\$1,413.75	\$1,287.67
Zachary Shaver	\$166.23	\$436.07
Amanda Shepherd	\$616.88	\$620.42
Wanda Skiles	\$1,239.01	\$997.96
Ruby Speck		\$469.51
Kathy Thorp	\$178.31	\$170.38
Kinsi Voss	\$3,438.13	\$3,168.10
Lynda Wadsworth	\$696.51	\$451.08
Whitney Waller	\$2,014.65	\$1,370.91
Armenta K Wright	\$1,447.60	\$1,264.72
<b>Total:</b>	<b>\$66,082.04</b>	<b>\$59,967.35</b>

Rolling 12 Month Census 2019-2020

	2019		2020										Average	
	Dec	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.		Dec.
<b>ADMISSIONS:</b>														
INPATIENT	3	3	5	2	0	3	4	2	2	2	7	2	2	2.8
OBSERVATION	1	2	0	2	1	1	3	0	3	4	2	4	0	1.8
SWINGBED	1	4	2	1	1	3	1	1	1	2	0	1	2	1.5
RESPITE	0	0	1	0	0	0	0	0	0	0	0	0	0	0.1
HOSPICE	0	0	0	0	0	0	0	0	0	0	0	0	1	0.1
<b>TOTAL ADMISSIONS:</b>	<b>5.0</b>	<b>9.0</b>	<b>8.0</b>	<b>5.0</b>	<b>2.0</b>	<b>7.0</b>	<b>8.0</b>	<b>3.0</b>	<b>6.0</b>	<b>8.0</b>	<b>9.0</b>	<b>7.0</b>	<b>5.0</b>	<b>6.3</b>

**PATIENT DAYS:**

INPATIENT	5	8	17	4	0	5	12	6	6	5	20	10	6	8.0
OBSERVATION	1	4	0	3	1	1	3	0	3	5	2	5	0	2.2
SWINGBED	6	43	33	15	11	64	16	8	36	16	0	16	20	21.8
RESPITE	0	0	5	0	0	0	0	0	0	0	0	0	0	0.4
HOSPICE	0	0	0	0	0	0	0	0	0	0	0	0	1	0.1
<b>TOTAL PATIENT DAYS:</b>	<b>12.0</b>	<b>55.0</b>	<b>55.0</b>	<b>22.0</b>	<b>12.0</b>	<b>70.0</b>	<b>31.0</b>	<b>14.0</b>	<b>45.0</b>	<b>26.0</b>	<b>22.0</b>	<b>31.0</b>	<b>27.0</b>	<b>32.5</b>

**INSURANCE CLASSIFICATIONS:**

MEDICARE	5	7	7	4	2	5	6	3	4	5	6	4	2	4.6
MEDICAID	0	0	0	0	0	0	0	0	0	0	0	0	0	-
COMMERCIAL INS.	0	1	1	0	0	2	1	0	2	3	2	3	1	1.2
NO INSURANCE	0	1	0	1	0	0	1	0	0	0	1	0	2	0.5
<b>Total Admissions:</b>	<b>5.0</b>	<b>9.0</b>	<b>8.0</b>	<b>5.0</b>	<b>2.0</b>	<b>7.0</b>	<b>8.0</b>	<b>3.0</b>	<b>6.0</b>	<b>8.0</b>	<b>9.0</b>	<b>7.0</b>	<b>5.0</b>	<b>6.3</b>

**Insurance Days:**

MEDICARE	12	52	53	20	12	46	26	14	41	22	18	27	20	27.9
MEDICAID	0	0	0	0	0	0	0	0	0	0	0	0	0	-
COMMERCIAL INS.	0	2	2	2	0	24	4	0	4	4	2	4	2	3.8
NO INSURANCE	0	1	0	0	0	0	1	0	0	0	2	0	3	0.5
<b>Total Patient Days:</b>	<b>12.0</b>	<b>55.0</b>	<b>55.0</b>	<b>22.0</b>	<b>12.0</b>	<b>70.0</b>	<b>31.0</b>	<b>14.0</b>	<b>45.0</b>	<b>26.0</b>	<b>22.0</b>	<b>31.0</b>	<b>25.0</b>	<b>32.3</b>

ER'S	31	43	28	28	20	26	32	27	31	37	33	29	25	30.0
OUTPATIENTS	12	8	8	11	7	11	14	7	5	13	6	9	11	9.4
<b>Total</b>	<b>43.0</b>	<b>51.0</b>	<b>36.0</b>	<b>39.0</b>	<b>27.0</b>	<b>37.0</b>	<b>46.0</b>	<b>34.0</b>	<b>36.0</b>	<b>50.0</b>	<b>39.0</b>	<b>38.0</b>	<b>36.0</b>	<b>39.4</b>

Clinic	285	342	274	253	173	195	231	205	206	229	172	207	174	226.6
Labs	622	971	863	640	490	671	683	538	793	770	620	681	712	696.5
X-Ray	53	67	50	63	41	34	51	46	52	59	50	62	40	51.4
Ultrasound	5	11	7	5	5	5	7	5	4	7	2	2	3	5.2

Trey Carrington, County Judge

Throckmorton County, Texas

Subject: TCMH Payables

The attached payables for Throckmorton County Memorial Hospital were reviewed and approved by the Board of Directors at the Regular Monthly Business Meeting February 4, 2021

The total amount approved by the board is \$218,866.01.

County funds requested: 0

Byron R Key

President TCMH Board of Directors

**CONTRACT FOR JAIL CONFINEMENT SERVICES BY AND BETWEEN STEPHENS COUNTY, TEXAS  
AND THROCKMORTON COUNTY, TEXAS.**

**Date:** Executed on the dates set forth below, but to be effective as of February 1<sup>st</sup>, 2021

**Stephens County:**

Stephens County, a political subdivision of the State of Texas

**Stephens County's Contact Information:**

**Mailing address:**

Stephens County Courthouse  
Attn: Michael Roach, County Judge  
200 W. Walker Street  
Breckenridge, Texas 76424

Telephone: (254)-559-2160

Facsimile: (254)-559-7296

**Stephens County Sheriff:**

Stephens County Sheriff Kevin Roach and his successors in office

**Stephens County Sheriff's Contact Information:**

**Mailing address:**

Stephens County Sheriff's Office  
Attn: Sheriff Kevin Roach  
210 W. Dyer Street  
Breckenridge, Texas 76424

Telephone: (254)-559-2481

Facsimile: (254)-559-2882

**Throckmorton:**

Throckmorton County, a political subdivision of the State of Texas

**Throckmorton County's Contact Information:**

**Mailing address:**

Throckmorton County Judge  
Attn: Judge Trey Carrington  
P.O. Box 700  
Throckmorton, Texas 76483

Telephone: (940)-849-3081

Throckmorton County Sheriff:

Throckmorton County Sheriff Doc Wigington and his successors in office

**Throckmorton County Sheriff's Contact Information:**

Mailing address:

Throckmorton County Sheriff's Office

Attn: Sheriff Doc Wigington

P.O. Box 578

Throckmorton, Texas 76483

Telephone: (940)-849-3431

**Term of Contract:**

The term of this Contract shall begin on the effective date set forth above and shall continue from month to month until terminated by any party under the provisions set forth below.

**Daily Charge:**

Forty Dollars (\$40.00) per day per prisoner held under the terms of this Contract.

**Stephens County, Stephens County Sheriff, Throckmorton County, and Throckmorton County Sheriff, pursuant to the Inter-Local Cooperation Act, Chapter 791 of the Texas Government Code, agree as follows:**

**1. Provisions of Jail Confinement Services.**

**Stephens County and Stephens County Sheriff** will house, support, maintain and confine in Stephens County's Jail prisoners who have been booked into the **Throckmorton County Jail** on the terms and conditions set out in this Contract.

**2. Care, Custody, and Control.**

**Stephens County's Sheriff** will be responsible for the care, custody, and control of each of Throckmorton County's prisoners who are booked into the **Stephens County's Jail**.

**3. Release of Prisoners.**

**Stephens County's Sheriff** agrees that he will not release any **Throckmorton County** prisoner from custody to anyone other than a **Throckmorton County Sheriff** unless:

- a. The release is lawfully ordered by a court of competent jurisdiction;
- b. **Throckmorton County's Sheriff** notifies **Stephens County's Sheriff** that a bail bond for the prisoner has been accepted and approved by **Throckmorton County's Sheriff**; or,
- c. The release is approved by **Throckmorton County's Sheriff**.

**4. Space Available Basis.**

Prisoners will be accepted for housing in **Stephens County's** jail by **Throckmorton County's Sheriff** on a space available basis. **Stephens County's** jail is a forty-eight (48) bed facility. However, due to staffing, prisoner classification requirements, and other considerations, **Stephens County's** jail may not be able to legally house 48 inmates at any given time. **Stephens County's Sheriff** will make the final determination as to whether space is available to accept prisoners under the terms of this Contract.

**5. Nonexclusive Contract.**

Nothing in this Contract shall require **Throckmorton County** to house any prisoner with **Stephens County** or prohibit **Throckmorton County** from housing prisoners with any other entity.

Further, nothing in this Contract shall prohibit **Stephens County** from housing prisoners for entities other than **Throckmorton County**, even if the housing of such prisoners results in **Stephens County** being unable to accept prisoners of **Throckmorton County**.

**6. Rejection of Prisoners.**

**Stephens County's Sheriff** may refuse to book any or all **Throckmorton County** prisoners into **Stephens County's** jail or may refuse to continue to house any or all **Throckmorton County** prisoners who have already been booked into the **Stephens County's** jail for any reason.

The **Stephens County's** jail will refuse any known or suspected pregnant female prisoners.

If the **Stephens County's** jail elects to cease housing a particular prisoner or prisoners of **Throckmorton County**, then **Stephens County's Sheriff** will provide written notice of that fact to **Throckmorton County's Sheriff** together with a request that **Throckmorton County's Sheriff** retrieves the prisoner or prisoners ("retrieval notice"). After received a Retrieval Notice, **Throckmorton County's Sheriff** shall retrieve the designated prisoner or prisoners from **Stephens County's** jail as soon as reasonably possible.

If **Throckmorton County's Sheriff** has not retrieved the prisoner or prisoners from **Stephens County's** jail within **twenty-four (24)** hours of receiving a Retrieval Notice, **Stephens County's Sheriff** shall have the option of transporting the prisoners or prisoners back to **Throckmorton County's** jail. In the event such transport is necessary, **Throckmorton County's Sheriff** shall pay **Stephens County's Sheriff** the sum of **fifty (\$50.00)** dollars per prisoner transported by **Stephens County's Sheriff**.

**7. Charges for Jail Confinement Services.**

As consideration for housing **Throckmorton County's** prisoners, **Throckmorton County** will pay **Stephens County** the above stated daily charge.

For the purposes of the Contract, a "day" will begin at 12:00 A.M. and end twenty-four (24) hours later at 11:59 P.M.

A prisoner will be considered to be "held" in **Stephens County's** jail from the time the prisoner is booked into the **Stephens County's** jail until the time the prisoner is booked out of the **Stephens County's** jail, whether the prisoner remains inside the jail or leaves the jail to go to court, on a work crew assignment, the hospital or for any other reason.

If a **Throckmorton County's** prisoner is booked out of the **Stephens County's** jail and is then booked back into the **Stephens County's** jail one or more times during a single day, for purposes of calculating the amount due under the terms of the Contract, a new day will be considered to begin with respect to that prisoner each time the prisoner is booked back into the **Stephens County's** jail.

**Throckmorton County** will pay the full Daily Charge for each prisoner regardless of whether the prisoner is held in **Stephens County's** jail for an entire day or only part of a day.

**8. Provision of Medical Care.**

**Stephens County's Sheriff** shall have full discretion to determine whether medical examination, treatment, or other medical care is necessary for any of **Throckmorton County's** prisoners held in **Stephens County's** jail. **Stephens County Sheriff** agrees to make routine medical care available to **Throckmorton County's** prisoners held in **Stephens County's** jail in the same manner and to the same extent as medical care provided to **Stephens County's** prisoners. **Stephens County's Sheriff** agrees to summon necessary medical help for the benefit of and to transport any of **Throckmorton County's** prisoners to a hospital when necessary and without undue delay.

**9. Notification of Necessity of Medical Care.**

In the event any non-routine, non-emergency medical treatment of one of **Throckmorton County's** prisoners becomes necessary, **Stephens County's Sheriff** agrees to contact **Throckmorton County's Sheriff** before any such treatment takes place.

In the event of emergency medical care of one of **Throckmorton County's** prisoners becomes necessary, **Stephens County's Sheriff** agrees to notify **Throckmorton County's Sheriff** of the same as soon as possible.

**Throckmorton County's Sheriff** agrees to provide written notification to **Stephens County's Sheriff** of any serious medical condition or communicable disease known by **Throckmorton County's Sheriff** to be possessed by one of **Throckmorton County's** prisoners at or before the time the prisoner is booked into **Stephens County's** jail.

**10. Expenses of Medical Care.**

**Throckmorton County** will pay any and all expenses for emergency medical care, hospitalization, ambulance transport, and non-emergency medical treatment, and all other medical and health care provided to **Throckmorton County's** prisoners held in **Stephens County's** jail. To the extent such expenses are paid by **Stephens County**, **Throckmorton County** will reimburse **Stephens County** for such expenses.

**11. Hospital Guards.**

If any prisoner of **Throckmorton County** is hospitalized while in the custody of **Stephens County's** jail, then **Throckmorton County's** Sheriff will provide a guard for the prisoner while the prisoner is in the hospital. **Throckmorton County** will reimburse **Stephens County** at a rate of **fifty dollars (\$50.00)** per hour for any hospital guard services which **Stephens County's** Sheriff provides beginning two (2) hours after **Throckmorton County's** Sheriff is notified that a hospital guard is required.

**12. Transportation Expenses.**

**Throckmorton County's** Sheriff will be solely responsible for transporting to and from **Stephens County's** jail any and all of **Throckmorton County's** prisoners who are to be confined in **Stephens County's** jail. **Throckmorton County** will pay all costs of such transportation.

**13. Property Damaged to Stephens County Jail.**

**Throckmorton County** shall pay to **Stephens County** the reasonable cost to repair damage or destruction of any part of **Stephens County's** jail caused by **Throckmorton County's** prisoners, provided that the prisoner caused or attempted to cause similar damage or destruction to **Throckmorton County's** jail before being transported to **Stephens County's** jail and provided that **Stephens County's** employees or agents made reasonable efforts to prevent the damage or destruction to the **Stephens County's** jail.

**14. Mutual Indemnification for Acts of Employees.**

**Stephens County** shall defend, pay, save, hold harmless and indemnify **Throckmorton County**, **Throckmorton County's** Sheriff, and **Throckmorton County's** agents, elected officials, appointed officials, and employees (the "Indemnified **Throckmorton County** Parties"), for and from any and all injuries, damages, and claims for injuries and damages for which the Indemnified **Stephens County's** parties may be held liable to or for a **Throckmorton County's** prisoners because of acts or omission of any agents, elected officials, appointed officials or employees of **Stephens County**.

**Throckmorton County** shall defend, pay, save, hold harmless and indemnify **Stephens County**, **Stephens County's** Sheriff, and **Stephens County's** agents, elected officials, appointed officials, and employees (the "Indemnified **Stephens County** Parties"), for and from any and all injuries, damages, and claims for injuries and damages for which the Indemnified **Throckmorton County's** parties may be held liable to or for a **Throckmorton County's** prisoners because of acts or omission of any agents, elected officials, appointed officials or employees of **Throckmorton County**.

**15. Immunity not waived.**

This agreement is not intended to extend the liability of the parties beyond that provided by law. No party waives any immunity or defense that would otherwise be available to it against claims by third parties.

**16. Place for Payment.**

All amounts payable under the terms of this Contract shall be payable at the following address or such other places as **Stephens County** may from time to time designate in writing to **Throckmorton County**:

Stephens County Sheriff's Office  
210 E. Dyer Street  
Breckenridge, Texas 76424

**17. Payment Due Date.**

**Stephens County** will invoice **Throckmorton County** on a monthly basis for jail confinement services and any other amounts payable under this Contract. Each invoice will be due and payable within **forty-five (45) days** after the date the invoice is mailed by **Stephens County** to **Throckmorton County**.

**18. Late Charge.**

**Throckmorton County** agrees to pay to **Stephens County** a late charge of **ten percent (10%)** of the full amount of any monthly invoice which is not paid or disputed in writing within **fifteen (15) days** after the date the payment of such invoice is due.

**19. Ministration.**

**Throckmorton County's Sheriff** shall ensure that all **Throckmorton County's** Prisoners before they are booked into **Stephens County's** jail, have been taken before a magistrate and provided with the advice, admonitions, and warning required by the Texas Code of Criminal Procedure Article 15.17 et seq.

**20. Jail Certified by Commission.**

**Stephens County's** jail has been certified to have complied with the minimum jail standards of the Texas Commission on Jail Standards and Article 5115.0, Vernon Annotated Civil Statutes. No law or rule will be violated by the honoring and enforcement of this Contract.

**21. Delegated Authority.**

**Stephens County's Sheriff** and **Throckmorton County's Sheriff** may delegate any authority necessary to carry out the terms of this Contract to any employees in their respective Sheriff's Offices. For purposes of this Contract, unless the other parties to this Contract are notified in writing to the contrary, each Sheriff's Office may presume that an employee of the other Sheriff's Office is acting with his or her Sheriff's authorization or approval. However, both Sheriffs and their successors in office will remain responsible for compliance with duties respectively imposed upon them under the terms of this Contract.

**22. Termination of Contract.**

If **Stephens County, Stephens County's Sheriff, Throckmorton County or Throckmorton County's Sheriff** elects to terminate this Contract, the party desiring to terminate the Contract shall do so by giving **ten (10)** days written notice to the other parties of such intention. The notice shall be delivered to the above state addresses of the other parties or to such other place as such parties may from time to time designate in writing to one another.

**23. Law.**

**Stephens County and Throckmorton County** shall obey all applicable laws, restrictions, ordinances, rules, and regulations with respect to the transport and confinement of prisoners.

**24. Attorney's fees.**

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of the Contract, the prevailing party shall be entitled to receive reasonable attorney's fees from the other party, which fees may be set by the Court in trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief which may be awarded.

**25. Governing Law.**

This agreement has been made on the State of Texas and should be in all respects governed by the laws of the State of Texas.

**26. Venue.**

Venue for any proceeding to enforce this Agreement shall lie in **Stephens County, Texas.**

**27. Amendment.**

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, be dated subsequent to the date hereof and be duly executed by all parties to the Contract.

**28. Construction.**

When the context requires, singular nouns and pronouns include the plural, and all genders include the other or neuter. This Contract shall not be strictly constructed against any party.

**29. Singular Includes Plural.**

When the context requires, singular nouns and pronouns include the plural.

**30. Prior Contracts Superseded.**

This Contract shall be considered an amendment to supersede any previous agreements between the parties on this matter.

31. No Oral Agreements.

THIS INSTRUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OR PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

32. Multiple Originals.

The Contract may be executed in multiple originals, each of which shall be deemed for all purposes to be an original of the Contract.

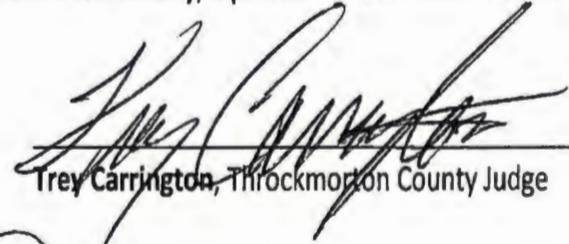
Stephens County, a political subdivision of the State of Texas

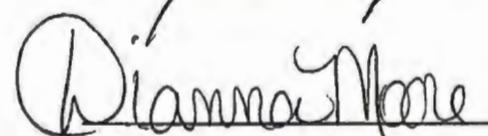
By: \_\_\_\_\_ Date \_\_\_\_\_  
Michael Roach, Stephens County Judge

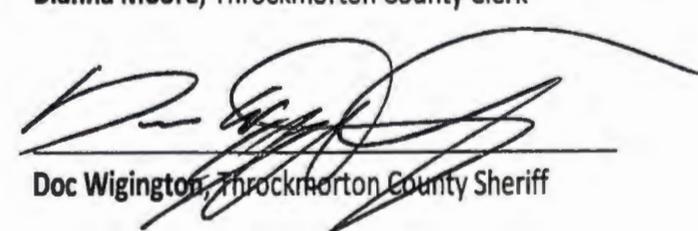
\_\_\_\_\_ Date \_\_\_\_\_  
Jackie Ensey, Stephens County Clerk

\_\_\_\_\_ Date \_\_\_\_\_  
Kevin Roach, Stephens County Sheriff

Throckmorton County, a political subdivision of the State of Texas

By:  \_\_\_\_\_ Date 2-8-21  
Trey Carrington, Throckmorton County Judge

 \_\_\_\_\_ Date 2/8/2021  
Dianna Moore, Throckmorton County Clerk

 \_\_\_\_\_ Date 2/8/21  
Doc Wigington, Throckmorton County Sheriff

	<b>February 8, 2021</b>	
	<b>BILLS</b>	
	<b>PRECINCT 1</b>	
<b>CITY</b>		<b>\$51.44</b>
<b>PENMAN</b>		<b>\$46.25</b>
<b>ATMOS</b>		<b>\$54.52</b>
<b>AT&amp;T</b>		
<b>LEONARD AUTO</b>		<b>\$30.90</b>
<b>PUMP SERVICE</b>		<b>\$45.50</b>
<b>BUB &amp; SAM CREEL TRUCKING</b>		<b>\$697.62</b>
<b>ZACK BURKETT</b>		<b>\$336.35</b>
<b>CITY</b>		<b><u>\$428.10</u></b>
		-
		<b>\$1,639.24</b>