

**NOTICE OF REGULAR MEETING OF THE  
COMMISSIONERS COURT OF THROCKMORTON COUNTY, TEXAS**

Notice is hereby given that a regular meeting of the above named Commissioners Court will be held on Monday, the 10<sup>th</sup> day of January 2022 at 1:30 P.M., at 101 N. Minter , 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 reports/approve hospital bills.
4. Citizen's Comments.
5. Discuss and take any necessary action on the interlocal agreement with Lubbock County regarding Regional Public Defender for Capital Cases.
6. Elected officials report.
7. Approve and pay bills.
8. Adjourn.

Commissioners Court of Throckmorton County, Texas

*Kayley Briles*  
Agenda Clerk

**FILED FOR RECORD**  
at 8:26 o'clock AM

JAN 07 2022  
*Dianna Moore*  
CLERK COURT  
THROCKMORTON, TX

COMMISSIONER'S COURT

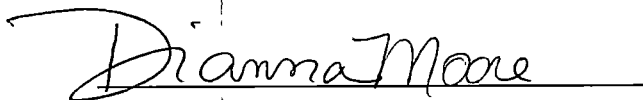
Regular Meeting

Throckmorton County Commissioners' Court met in Regular Session on Tuesday the 10th day of January, 2022, at 1:30 P.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, and Doc Wigington

1. Trey Carrington called meeting to order at 1:33 P.M. and welcomed guest. Commissioner Wells was absent.
2. Dianna Moore read the minutes from the previous meetings. 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. Greg Brockman made the motion with Kasey Hibbitts seconding to sign the Interlocal Agreement with Lubbock County regarding Regional Public Defender for Capital Cases. The agreement is attached. Motion carried 4-0.
6. Casey Wells is now present. Elected Officials Report: Greg Brockman reported that he is in the process of hiring another hand for Pct 3. Doc Wigington gave a report, it is attached.
7. Brenda Rankin presented the court with the county bills. Kasey Hibbitts made the motion with Greg Brockman seconding to approve and pay the bills. Motion carried 5-0.
8. Casey Wells made the motion and seconded by Klay Mitchell to adjourn at 2:04 p.m. Motion carried 5-0.

Witnessed my hand AND approved this the 14th day of February, 2022.



ATTEST: County Clerk

  
County Judge

**REGIONAL PUBLIC DEFENDER  
FOR CAPITAL CASES**

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



**CHIEF PUBLIC DEFENDER**  
Edward Ray Keith Jr.  
**DEPUTY PUBLIC DEFENDER**  
Keri Mallon

**CHIEF FINANCIAL OFFICER**  
Amy Sharb  
**SYSTEM ADMINISTRATOR**  
Elaine Nauert

Honorable Trey Carrington  
County Judge  
County of Throckmorton  
PO Box 700  
Throckmorton, Texas 76483

Via email: [trey.carrington@throckmortoncounty.org](mailto:trey.carrington@throckmortoncounty.org)

**RE:      *FY2022/23 Interlocal Agreement***

Honorable Judge Carrington:

The current Interlocal Agreement expires September 30, 2021. Enclosed is the new Interlocal for the FY2022/23 biennium. The Interlocal begins October 1, 2021 and expires September 30, 2022; it will automatically renew on October 1, 2022 and expire September 30, 2023.

The contribution amount for this biennium have stayed the same as the current Interlocal Agreement. This allows for your contribution amount to not increase for another two fiscal years.

The due date for the approved Interlocal Agreement is October 1, 2021. If you have any questions, please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to be "ERK", written over a horizontal line.

Edward Ray Keith, Jr.

## INTERLOCAL AGREEMENT

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

### RECITALS

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

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

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

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

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

**NOW, THEREFORE**, the Parties agree as follows:

### ARTICLE I PROGRAM

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

Participant recognizes that counties from other Administrative Judicial Regions ("Region") are also participating in the program. Each county's participatory costs are based upon funding received from the Texas Indigent Defense Commission ("TIDC"). The remaining portion of the program's budget is cost-sharing commensurate with all eligible counties' applicable inclusion in the program.

In order to provide sustainable funding for the RPDO and a fund balance for emergency situations, participating counties will contribute (with a minimum contribution of \$1,000 per county) per the detailed county allocation schedule marked as Attachment 1 and incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county as a percentage of the whole of the participating counties (50%) and the average number of capital murder cases filed between 2011 and 2020 as a percentage of the participating counties (50%).

The Interlocal Agreements shall become effective October 1, 2021 and continue through September 30, 2022. Thereafter, the agreements shall automatically renew each October 1<sup>st</sup> for a successive one-year term through September 30, 2023, unless terminated under this Agreement.

- 1.02 **Judges Authorized to Appoint RPDO.** The District Courts in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup>, and 11<sup>th</sup> Administrative Judicial Regions in eligible counties may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT's geographic boundaries to appoint the RPDO for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the RPDO to accept appointment, the trial court shall appoint an attorney or attorneys other than the RPDO at the PARTICIPANT's expense.
- 1.03 **Duties and Responsibilities of the RPDO.** Subject to the terms and conditions outlined herein, the RPDO will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the RPDO and the RPDO attorney will at all times be guided by and comply with the RPDO's attorney's duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations. It is understood and acknowledged by the parties that the duties and responsibilities of the RPDO to provide the services and legal representation under this Agreement are subject to the application of the following, as determined at the sole and absolute discretion of the RPDO: (i) the *Texas Disciplinary Rules of Professional Conduct*; (ii) the *State Bar of Texas Guidelines and Standards for Texas Capital Counsel*; (iii) the *Supplementary Guidelines and Standards for the Mitigation Function of Defense Teams in Texas Death Penalty Cases*; (iv) the *American Bar Association Guidelines for the Appointment and Performance of Defense Counsel in Death Penalty Cases*; (v) the *American Bar Association Supplementary Guidelines for the Mitigation Function of Defense Teams in Death Penalty Cases*; (vi) all applicable state statutes including but not limited to Article 26.044(j) of the Texas Code of Criminal Procedure; and (vii) any applicable case load management policies as may be adopted by the RPDO.
- 1.04 **Right to Audit.** The RPDO will conduct an annual audit that, upon written request, will be made available to the PARTICIPANT. PARTICIPANT may request and be provided with an opportunity to audit any relevant and non-confidential records of the RPDO directly related to PARTICIPANT's agreement with the RPDO that support the calculations of charges invoiced to the PARTICIPANT under this Agreement. Such audits shall be conducted at PARTICIPANT's sole cost and expense and under mutually acceptable terms at RPDO's premises in a manner that minimizes any interruption in the daily activities at such premises.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, PARTICIPANT agrees to provide the RPDO information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases and the previous five fiscal years' data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.
- 1.06 **Additional Experts.** PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.

- 1.07 **Fact Investigators and Mitigation Specialists.** The RPDO will provide a fact investigator and mitigation specialist to cases assigned to the RPDO office.
- 1.08 **No other Costs Incurred.** Neither the TIDC nor the RPDO will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

**ARTICLE II**  
**OTHER TERMS AND CONDITIONS**

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

**If to RPDO:**

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

**If to PARTICIPANT:**

Honorable Trey Carrington  
County Judge  
Throckmorton County  
PO Box 700  
Throckmorton, Texas 76483  
E-Mail: [trey.carrington@throckmortoncounty.org](mailto:trey.carrington@throckmortoncounty.org)

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

unemployment insurance, health insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

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

notice of non-payment by RPDO and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

- (c) In the event that PARTICIPANT withdraws under (a) or (b) and the RPDO is representing an individual or individuals after having been appointed by a court in PARTICIPANT'S county, beginning on the effective date of the withdrawal, PARTICIPANT shall be responsible for timely payment of \$150.00 per hour for the first chair attorney, \$125.00 per hour for the second chair attorney, \$60.00 per hour for the mitigation specialist and \$50.00 per hour for the investigator. Additionally, PARTICIPANT shall also timely pay upon receipt and documentation all investigative costs incurred by the RPDO including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this 10<sup>th</sup> day of January, 2022.

REGIONAL PUBLIC DEFENDER  
OFFICE LOCAL GOVERNMENT  
CORPORATION

COUNTY OF THROCKMORTON

\_\_\_\_\_  
William Cox, Chairman

  
\_\_\_\_\_  
Honorable Toby C. Livingston  
County Judge

ATTEST:

ATTEST:

\_\_\_\_\_  
Geoff Burkhart, Board Secretary

  
\_\_\_\_\_  
Diamma More  
County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

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



**REVIEWED FOR FORM:**

**REVIEWED FOR FORM:**

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

The Office of the Sheriff in Throckmorton County transparency report for 2021 has been released. Sheriff Doc Wigington released the information in order to show transparency and to inform the citizens of Throckmorton County of what the Office of the Sheriff and other agencies have responded to in the past year.

**Total calls received and dispatched by the Office of the Sheriff 2021: 731**

**Call Analysis:**

Sheriff's Office-549

Throckmorton EMS-120

Woodson Fire-17

Texas Dept of Public Safety-4

Texas Parks and Wildlife-6

Throckmorton Fire-35

**Arrest made by the Office of the Sheriff 2021:**

Felony: 35

Misdemeanor: 8

Total arrest: 43

**Total Traffic Stops by the Sheriff's Office 2021:696**

Citations issued: 379

Warnings Issued: 310

Warning with Arrest: 3

Citation with arrest: 4

**Location of Stops 2021:**

City Streets: 204

U.S. Highway: 420

County Road: 3

State Highway: 69

Other: 0

**Statistics for 2020 in comparison:**

**Total calls received and dispatched by the Office of the Sheriff 2020: 671**

**Call Analysis:**

Sheriff's Office-493

Throckmorton EMS-112

Woodson Fire-30

Texas Dept of Public Safety-16

Texas Parks and Wildlife-13

Throckmorton Fire-7

Arrest made by the Office of the Sheriff:

Felony: 31

Misdemeanor: 7

Federal: 2

**Total arrest 2020: 40**

**Total Traffic Stops by the Sheriff's Office 2020:191**

Warnings issued: 112

Citations issued: 78

Warning with Arrest: 0

Citation with Arrest: 1

**Location of Stops 2020:**

City Streets: 35

U.S. Highway: 132

County Road: 8

State Highway: 14

Other: 2

**Statistics for comparison to 2019:**

**Total calls received and dispatched by the Office of the Sheriff 2019:287**

**Call Analysis 2019:**

Sheriff's Office 2019 calls-161

Throckmorton EMS 2019 calls-88

Throckmorton FD/Woodson FD 2019 calls-38

**Total Traffic Stops by the Sheriff's Office 2019:304**

Warnings issued: 0

Citations issued: 304

Warning with Arrest: 0

Citation with Arrest: 0

**Location of Stops 2019:**

City Streets: 0

U.S. Highway: 250

County Road:

State Highway: 54

Other: 0

**2021 analysis of increase/decrease of agency response:**

The Sheriff's Office responded to **60 more** calls in 2021 as compared to 2020

Throckmorton EMS responded to **8 more** calls in 2021 as compared to 2020.

Throckmorton VFD responded to **28 more** calls in 2021 as compared to 2020.

Woodson VFD responded to **13 fewer** calls in 2021 as compared to 2020.

Texas Department of Public Safety responded to **12 fewer** calls in 2021 as compared to 2020

Texas Parks and Wildlife responded to **7 fewer** calls in 2021 as compared to 2020.

**\*Texas Department of Public Safety and Texas Parks and Wildlife were stationed on the Southern Border of Texas throughout most of 2021 thus resulting in limited response inside Throckmorton County\***

		January 10, 2022	
		GENERAL BILLS	
<u>Vendor Name</u>	<u>Account</u>		<u>Amount</u>
FT BELKNAP ELECTRIC			38.64
ATMOS			93.37
TXU			1,200.07
WINDSTREAM			1,716.99
HANDYMAN			687.44
TEXAS CHILD SUPPORT DIV			527.00
LGS			845.00
JUSTICE SOLUTIONS			623.00
WILLIS SUPPLY			91.30
PENMAN	TVFD		218.99
PENMAN	WVFD		115.52
LEONARD AUTO	S.O.		114.25
LEONARD AUTO	TVFD		213.21
THE DRUG STORE			113.55
EMBASSY SUITES			512.49
GOLDSMITH			3,874.24
HARRIS EXTERMINATING			145.00
WTRCA			60,306.00
WEX			1,333.65
SPRING HOUSE			176.70
AIR MED CARE			16,144.00
HILLIARD			98.07
POSTMASTER			102.00
THE DEPOT LIBRARY			12,000.00
PUMP SERVICE	TVFD		29.65
PUMP SERVICE	S.O.		2.65
<del>XXXXXXXXXX</del>			<del>XXXX</del>
ALLEN'S GARAGE	S.O.		49.00
DOC WIGINGTON	S.O.		92.00
TEXAS JUSTICE COURT TRAINING			260.00
SCARLETT BUTANE	PCT #3		60.00
INTERBANK			340.00
ABILENE FEDERAL CREDIT UNION			40.00
UNUM			273.58
HASKELL COUNTY			10,380.18
KAY COOK	S.O.		30.00
PERSONNEL CONCEPTS	S.O.		10.90
INTERSTATE BATTERY	S.O.		100.56
MITCHELL'S FEED			24.00
THOMAS ASH	S.O.		940.00

	<b>January 10, 2022</b>	
	<b>BILLS</b>	
	<b>PRECINCT 1</b>	
<b>CITY</b>		<b>\$481.93</b>
<b>TXU</b>		<b>\$77.93</b>
<b>ATMOS</b>		<b>\$56.51</b>
<b>AT&amp;T</b>		
<b>PENMAN</b>		<b>\$321.06</b>
<b>LEONARD AUTO</b>		
<b>PUMP SERVICE</b>		<b>\$160.40</b>
<b>ZACK BURKETT</b>		<b>\$4,546.03</b>
<b>HOLUB TIRE</b>		<b><u>\$200.00</u></b>
		<b>\$5,843.86</b>

	<b>January 10, 2022</b>	
	<b>BILLS</b>	
	<b>PRECINCT 2</b>	
<b>CITY</b>		<b>\$481.93</b>
<b>TXU</b>		<b>\$25.26</b>
<b>ATMOS</b>		<b>\$72.18</b>
<b>PENMAN</b>		<b>\$602.44</b>
<b>LEONARD AUTO</b>		<b>\$36.79</b>
<b>HANDYMAN</b>		<b>\$135.43</b>
		-
		-
		<b>\$1,354.03</b>

	<b>January 10, 2022</b>	
	<b>BILLS</b>	
	<b>PRECINCT 3</b>	
<b>STEPHENS REGIONAL SUD</b>		<b>\$62.98</b>
<b>TXU</b>		<b>\$42.33</b>
<b>CITY</b>		<b>\$481.93</b>
<b>LEONARD AUTO</b>		<b>\$4.30</b>
<b>PENMAN</b>		<b>—</b>
	<b>TOTAL</b>	<b>\$591.54</b>



