

JAN 20 2023

*Dianna Moore*

CLERK COURT  
THROCKMORTON, TX

**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 23<sup>rd</sup> day of January 2023 at 9:00 A.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. Citizens Comments.
5. Discuss and take any action on ACH Origination Agreement and designate Michelle Clark, County Treasurer, as an authorized signer of this agreement.
6. Discuss and take any action on Communications Electronic Services Agreement and designate Michelle Clark, County Treasurer, as an authorized signer of this agreement.
7. Discuss and take any action on approving credit card processing service with BancCard/Interbank for the Sheriff's Office and the Justice of the Peace.
8. Discuss and take any action on appointing Ray Fowler as the Throckmorton County Historical Board Chairperson and appointing members to the Throckmorton County Historical Board.
9. Discuss and take any action on approving bond on Bobby Thompson.
10. Discuss and take any action on approving bond on Klay Mitchell.
11. Discuss and take any action on approving video magistrations for courts.
12. Discuss and take any action on old poll pads used for Elections.
13. Discuss and take any action on purchasing an iPad for the County and District Clerk, Dianna Moore, using the technology fund.
14. Discuss and take any action on approving matching funds for generator grant.
15. Discuss and take any action on purchasing ballistic shields for the Sheriff's Office using ARPA funds.
16. Discuss and take any action on approving contract between Throckmorton County and Stephens County Jail.
17. Discuss and take any action on approving new Sheriff's Deputy contract.
18. Discuss and take any action on implementing burn ban.
19. Discuss and take any action on County Extension Agent office space.
20. Elected officials report.
21. Approve and pay bills.
22. Executive Session pursuant to Texas Government Code
  - A. 551.071: Consultation with attorney
  - B. 551.072: Deliberation regarding real property
  - C. 551.073: Deliberation regarding a prospective gift
  - D. 551.074: Personnel matters
23. Adjourn.

Commissioners Court of Throckmorton County, Texas

*Kayley Biles*  
Agenda Clerk

## COMMISSIONER'S COURT

### Regular Meeting

Throckmorton County Commissioners' Court met in Regular Session on Tuesday the 23rd day of January, 2023, at 9:00 A.M., at 105 North Minter, Throckmorton, Texas, with the following members present:

Casey Wells, Commissioner Pct. 1	Kasey Hibbitts, Commissioner Pct. 2
Greg Brockman, Commissioner Pct. 3	Klay Mitchell, Commissioner Pct. 4
Caleb Hodges, County Judge	Dianna Moore, County Clerk

Others present: Michelle Clark, Bobby Thompson, Bryan Key, Hayley Briles, and Doc Wigington

1. Caleb Hodges called meeting to order at 9:00 A.M. and welcomed guest.
2. Minutes from the previous meeting were reviewed. Klay Mitchell made the motion with Kasey Hibbitts seconding to approve the minutes on regular meeting. Klay Mitchell made the motion with Greg Brockman seconding to approve the minutes for the special meeting. Motion carried 4-0 on both motions.
3. No action.
4. Citizen's Comments: No comments made.
5. Casey Wells made the motion with Kasey Hibbitts seconding to approve the ACH Agreement and designate Michelle Clark, County Treasurer as authorized signer of the agreement. Motion carried 4-0
6. Casey Wells made the motion with Klay Mitchell seconding to approve the Communications Electronic Service Agreement and to designate Michelle Clark, County Treasurer as the authorized signer of the agreement. Motion carried 4-0.
7. Klay Mitchell made the motion with Kasey Hibbitts seconding to approve the credit card processing service with BancCard/Interbank for Sheriff's Office and Justice of the Peace's Office. Motion carried 4-0.
8. Casey Wells made the motion with Greg Brockman seconding to reappoint Trent McKnight, Brad Bellah, Mike Martinson, Judy McClymont, Rhonda Riley, and Ray Fowler as board members and appoint Ray Fowler as the the Throckmorton County Historical Board Chairman. Motion carried 4-0.
9. Casey Wells made the motion with Kasey Hibbitts seconding to approve the Bond on Bobby Thompson. Motion carried 4-0.
10. Casey Wells made the motion with Greg Brockman seconding to approve the Bond on Klay Mitchell. Motion carried 4-0.
11. Casey Wells made the motion with Klay Mitchell seconding to approve Magistrations to be videoed for court. Motion carried 4-0.
12. Kasey Hibbitts made the motion with Casey Wells seconding to have Goldsmith look at the old election's poll pads to see if they need to be destroyed or donated. Motion carried 4-0.

13. Casey Wells made the motion with Klay Mitchell seconding to approve the purchase of an iPad for Dianna Moore to use in the Clerk's office and to use the technology fund to purchase. Motion carried 4-0.
14. Klay Mitchell made the motion with Greg Brockman seconding to approve the matching funds for the generator grant. Motion carried 4-0.
15. No action.
16. Klay Mitchell made the motion with Kasey Hibbitts seconding to approve the contract between Stephens County Jail and Throckmorton County. See attached. Motion carried 4-0.
17. Casey Wells made the motion with Kasey Hibbitts seconding on approving the new deputy contract. See attached. Motion carried 4-0.
18. Casey Wells made the motion with Kasey Hibbitts seconding to place Throckmorton County in a county wide burn ban. The ban will expire on April 17, 2023. Motion carried 4-0.
19. Klay Mitchell made the motion with Casey Wells seconding to lease office space at the Compound for the County Agent. Motion carried 4-0.
20. Elected Officials Report: Commissioners discussed having an auction to get rid of old county stuff and equipment. Also discussed turning in paperwork for TxDot Grant. Doc Wigington's report is attached. Discussion was held about the payments from King Creek 1 & 2.
21. The bills were reviewed and Kasey Hibbitts made the motion with Greg Brockman seconding to approve and pay the bills. Motion carried 4-0.
22. Casey Wells made the motion and seconded by Greg Brockman to adjourn at 9:49 a.m. Motion carried 4-0.

Witnessed my hand AND approved this the 13<sup>th</sup> day of February, 2023.

Haily Cornelius  
ATTEST: County Clerk Deputy

C. Hodges  
County Judge

**OFFICER TRAINING REIMBURSEMENT AGREEMENT**  
**Throckmorton County Sheriff's Department**

This OFFICER TRAINING REIMBURSEMENT AGREEMENT ("Agreement"), made this 9<sup>th</sup> day of JANUARY 2023, by and between the County of Throckmorton, Texas, a political subdivision of the State of Texas, hereinafter referred to as the "County", and MALCOLM FERGUSON, hereinafter referred to as the "Employee."

THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE TRAINING OF THE EMPLOYEE AS A PEACE OFFICER AND TO SPECIFY THE CONSIDERATION THAT THE EMPLOYEE PROVIDES THE COUNTY IN RETURN FOR THE TRAINING. THIS AGREEMENT SHALL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYMENT AGREEMENT THAT WOULD PROFFER A PROPERTY RIGHT OR INTEREST ON THE EMPLOYEE OR OTHERWISE ALTER THE AT-WILL NATURE OF THE EMPLOYMENT RELATIONSHIP.

NOW, THEREFORE, THE COUNTY AND THE EMPLOYEE, FOR CONSIDERATION SET FORTH HEREIN, DO MUTUALLY AGREE AS FOLLOWS:

**I. TRAINING OF THE EMPLOYEE**

A. The County and the Employee hereby expressly agree that the County shall pay the training expenses as defined and set forth below for the Employee to attend the Basic Peace Officer Course at Blinn College, 902 College Avenue, Brenham, Texas 77833 (hereinafter referred to as "Academy") to achieve certification as a Texas peace officer as soon as the Employee is accepted into the program.

1. Total training expenses ("Total Training Expenses") represent the estimated actual costs incurred by the County for:
  - a. The Employee's tuition while attending the Academy; and
  - b. The Employee's wages (regular and overtime) paid to the Employee while attending the Academy;
  - c. All monies paid to the Employee while studying for classes at the Academy on County; and
  - d. Any other costs incurred by the County relating to the training of the Employee.
2. Total Training Expenses do not include any time spent by the Employee performing services for the County, including dispatching, filing, patrol work, or other work assigned by the County.
3. An estimate of Total Training Expenses and any applicable credits thereto is set forth in Exhibit "A" attached hereto and incorporated by reference.
4. NOTICE TO EMPLOYEE: The Employee shall have ten (10) days from the date of receipt of the Total Training Expenses contained in Exhibit A to challenge the total amounts listed therein by giving written notice of a challenge to the

Throckmorton County Sheriff or his designee. Unless so challenged, these estimated Total Training Expenses shall become the final agreed training expenses and shall be fully incorporated into this Agreement.

- B. In the event the Employee elects not to complete the Academy training program, the Employee shall be released from employment with the County, and the Employee shall reimburse the County for Total Training Expenses incurred to date in accordance with the reimbursement obligations set forth in Section II below.
- C. In the event the Employee fails to obtain state certification within ninety (90) days of completion of the Academy, the Employee shall reimburse the County for Total Training Expenses incurred to date in accordance with the reimbursement obligations set forth in Section II below.

## II. REIMBURSEMENT TO COUNTY

- A. In consideration of the expenditures incurred by the County to train the Employee as a certified officer, the Employee expressly agrees to serve as a part time or full-time peace officer for the County for at least three (3) years from the date upon which the Employee graduates from the Academy and has met all other criteria needed to receive proper certification as a peace officer (the "Reimbursement Period").
- B. If any of the following occurs during the Reimbursement Period:
  - 1. the Employee voluntarily resigns from the Throckmorton County Sheriff's Department; or
  - 2. the Employee is dismissed during the probationary period established and set forth in the County's formal offer of employment to the Employee (said probationary period to expressly include one year from the date the applicant is sworn in as an officer); or
  - 3. the Employee is terminated.

THEN the Employee shall reimburse the County the Agreed Reimbursement Amount, being the Total Training Expenses less any applicable credits thereto listed in Exhibit A to this Agreement, in the manner set forth below:

Years of Service Following Approved Training	Amount of Reimbursement
0-1 year	100% of Agreed Amount
1-2 years	50% of Agreed Amount
2-3 years	25% of Agreed Amount
More than 3 years	No reimbursement required

- C. In the event the Employee is required to make reimbursement payments hereunder, one hundred percent (100%) of the total reimbursement is due within thirty (30) days from the date of resignation, dismissal, or termination, unless the Employee contacts the Throckmorton County Treasurer to make payment arrangements under the following terms:

1. The first payment shall be made thirty (30) calendar days from the date of resignation, dismissal, or termination, as applicable, and on the same date for each successive month thereafter until the County has been reimbursed in full for Total Training Expenses hereunder.
2. The minimum monthly payment shall be one hundred dollars (\$100.00).
3. Interest shall commence from the date of resignation, dismissal, or termination at the rate of ten percent (10%) per year and shall be calculated on the unpaid principal balance to the date of each installment paid, with the payments being credited first to the accrued interest and then to the reduction of principal.
4. Until such time as the County has been reimbursed in full by the Employee in accordance with the terms of this Agreement, the Employee shall have an ongoing duty to notify the County of any change in the Employee's place of residence and place of employment. Such notice shall be in writing and shall be made no later than fifteen (15) calendar days from the date of any such change in place of residence.

**D. THE EMPLOYEE DOES FURTHER HEREBY EXPRESSLY ACKNOWLEDGE AND UNDERSTAND THAT THE REIMBURSEMENT OBLIGATION SET FORTH HEREUNDER IS MANDATORY. FAILURE ON THE PART OF THE EMPLOYEE TO SATISFY THE EMPLOYEE'S EMPLOYMENT OBLIGATION DURING THE REIMBURSEMENT PERIOD HEREUNDER SHALL AUTOMATICALLY TRIGGER MANDATORY REIMBURSEMENT OF TOTAL TRAINING EXPENSES UNDER THIS AGREEMENT.**

- E. If the Employee is dismissed for any reason other than those set forth in Section II(B) above, such as a reduction in force or involuntary activation to extended active military duty, the Employee shall not be required to reimburse the County for any unpaid Training Expenses incurred hereunder.
- F. If the Employee is killed, permanently and totally disabled, or dismissed under Federal Guidelines for the Family Medical Leave Act, while in the employ of the County, Total Training Expense reimbursement obligations hereunder shall be deemed satisfied in full.

### **III. DUTIES DURING TRAINING**

The Employee may, at the County's sole option, be required by the County to work for the Throckmorton County Sheriff's Department while attending the Academy training program, and may be required to patrol, dispatch, operate computer systems, perform clerical tasks, or do other duties as assigned by the Throckmorton County Sheriff or his designee. The hours expended by the Employee in attendance at the Academy training program and in service to the Throckmorton County Sheriff's Department shall be

subject to the same limitations and compensatory time policies as apply to all employees of the County.

#### **IV. CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of Texas. The parties hereto agree that any action, suit, or proceeding based upon any matter, claim, or controversy arising under this Agreement shall be brought solely in the state courts located in Throckmorton County, Texas. The parties hereto irrevocably waive objection to the venue of the above- mentioned courts, including any claim that such action, suit, or proceeding has been brought in an inconvenient forum. Both parties hereby expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

#### **V. HEADINGS**

The heading sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections.

#### **VI. SEVERABILITY**

If any section, subsection, term, or provision of this Agreement or the application thereof to the Employee, the County, or a particular circumstance shall, at any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of this Agreement or the application of same to the Employee, the County, or particular circumstances other than that for which it was held valid or invalid or enforceable, shall not be affected thereby and each remaining section, subsection, term, or provision of this Agreement shall be valid and enforceable to the fullest extent of the law.

#### **VII. AUTHORITY**

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

#### **VIII. EXECUTION OF AGREEMENT; COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

#### **IX. FINAL AGREEMENT**

Both the Employee and the County hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the reimbursement of Total Training Expenses by the Employee, that there are no other considerations or monies contingent upon or resulting from the execution of this

Agreement, and that no other monies or consideration have been solicited. No waiver, change, modification, or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the Employee and the County. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

**EXECUTION OF AGREEMENT**

Dated this 9<sup>TH</sup> day of JAN., 2023.

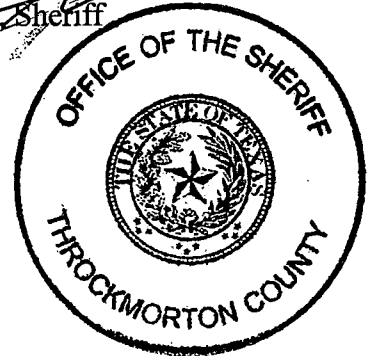
**EMPLOYEE:**

*Malcolm Ferguson*  
[SIGNATURE]

Malcolm Ferguson  
[PRINTED NAME]

**COUNTY OF THROCKMORTON:**

*Doc Wigginton*  
Doc Wigginton, Sheriff



**APPROVED AND ACKNOWLEDGED:**

*Caleb Hodges*  
Caleb Hodges  
Throckmorton County Judge

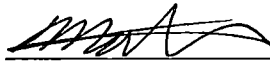


**CERTIFICATION OF AGREEMENT**

STATE OF TEXAS §

COUNTY OF THROCKMORTON §

I, MALCOLM FERGUSON, after being first duly sworn, do upon oath state and certify that I have read the attached OFFICER TRAINING REIMBURSEMENT AGREEMENT, that I have been provided the opportunity to ask questions about the terms of the Agreement, that my questions regarding the terms of the Agreement have been fully and sufficiently answered, and that I am now satisfied that I understand the terms of the Agreement, specifically and expressly including my obligations as set forth therein.

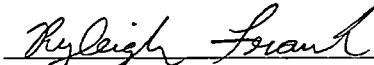


Signature

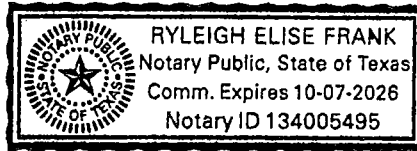
MALCOLM FERGUSON

Print name

Subscribed and sworn to before me by MALCOLM FERGUSON on this 9  
day of January, 2023.



NOTARY PUBLIC, STATE OF TEXAS



**EXHIBIT A**

**TRAINING EXPENSE AND REIMBURSEMENT SCHEDULE  
AND EMPLOYEE ACKNOWLEDGMENT FORM**

Regular pay and overtime pay related to training	\$13,280.00
Required tuition/training courses	\$ 2,500.00
Registration fee	\$ 75.00
Required training supplies and duty gear	\$paid if requested by Sheriff
Fuel to travel to and from Academy	\$est. 3,000.00
<b>TOTAL TRAINING EXPENSES</b>	<b>\$18,855.00</b>
<b>APPLICABLE CREDIT AMOUNT (if any)</b>	<b>\$0.00</b>

Pursuant to the Agreement, EMPLOYEE agrees to reimburse COUNTY in the following amount:


**TOTAL AGREED REIMBURSEMENT AMOUNT** **\$18,855.00 plus cost of any uniform costs**

EMPLOYEE:

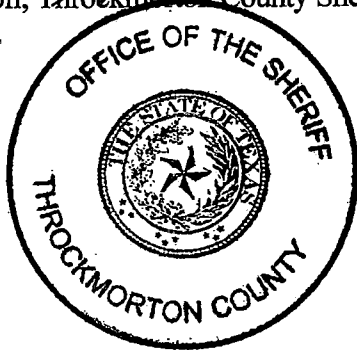
  
\_\_\_\_\_  
MALCOLM FERGUSON

1-9-23  
\_\_\_\_\_  
Date

Attest:

  
\_\_\_\_\_  
Doc Wigington, Throckmorton County Sheriff

1-9-23  
\_\_\_\_\_  
Date





**Sheriff Doc Wigington**  
**Throckmorton County Sheriff's Office**  
**The Great State of Texas**  
P.O. Box 578  
Throckmorton, TX 76483  
Office: (940) 849-8855

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**TO: Kris Fouts, County Attorney Pro Tem**

**FM: Sheriff Wigington**

**RE: Information requested Deputy Contract**

**As per the memo received from you on 12/12/22 and the questions put forth the following information will Answer stated questions.**

- 1. Cadet will be paid a wage of \$16.00/ hour while attending the academy for the total hours of 830 training hours in class. No overtime shall be paid.**
- 2. Cadet is responsible for food, lodging and any other expenses not directly related to training**
- 3. County has paid \$75.00 registration fee and is paying \$2800.00 for the training course.**
- 4. County is providing a Patrol Vehicle plus gas card for the Cadet to travel to and from academy**
- 5. County will reimburse Cadet the cost of Academy uniform IF the Cadet desires.**

**Wages paid to Cadet: \$13,280.00**

**Academy Cost: \$2800.00**

**Registration Fee \$75.00**

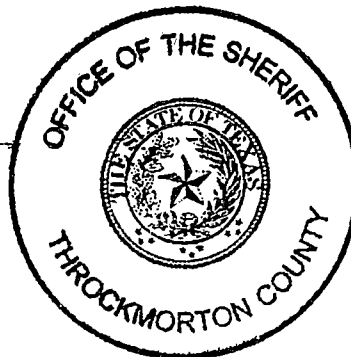
**Fuel est. \$3000.00**

**Total w/o fuel \$16,155.00**

**Total with Fuel \$19,155.00**

A handwritten signature in black ink, appearing to read "Doc Wigington", with a long horizontal line extending to the right.

**Sheriff Doc Wigington**  
**Throckmorton County**  
**The Great State of Texas**



**BLINN COLLEGE**

**Home of the Buccaneers**

**902 College Avenue**

**Brenham, Texas 77833**

**Date: 12/15/2022**

**Invoice: 20231511**

**Throckmorton County Sheriff Office**

**Attn: Sheriff Doc Wigington**

<b>Student</b>	<b>Semester</b>	<b>Amount</b>
<b>B00866819 Ferguson, Malcolm</b>	<b>Spring 2023</b>	<b>2,500.00</b>

**TIN: 74-6000400**

**Total: 2,500.00**

**Start date 01/23/2023**

**End date 05/31/2023**

**Please make checks payable to:**

**Blinn College  
Business Office  
P.O. Box 6030  
Bryan, TX 77805**

**For electronic funds transfer:**

**Brenham National Bank, Brenham, TX  
Routing Number: 113117194  
Accounting Number: 023247522**

**If you have any questions concerning this invoice please call Pam Brush at (979) 209-7302 or email [pam.brush@blinn.edu](mailto:pam.brush@blinn.edu)**

12/15/2022

Blinn College  
STUDENT SCHEDULE/BILL  
Spring 2023 (202320)

P	CRN	SUBJ	CRSE	SEC	CMF	CREDS	ST	DAYS	START/STOP	BUILD	ROOM
12	26355	CJLE	1506	300	PY	5.00	RE	MTWRF	0800-0950am	TBA	TBA
12	26356	CJLE	1512	300	PY	5.00	RE	MTWRF	1000-1150am	TBA	TBA
12	26357	CJLE	1518	300	PY	5.00	RE	MTWRF	0100-0250pm	TBA	TBA
12	26358	CJLE	1524	300	PY	5.00	RE	MTWRF	0300-0450pm	TBA	TBA

Course Credits: 20.00

CHARGES	CREDITS/ANTICIPATED CREDITS
Police Academy Fee Waiver -3300.00	Throckmorton Co Sheriff Ofc 2500.00
Police Academy Out Dist 2400.00	Peace Officer Scholarship 2400.00
TX-Peace Officer Fee 5800.00	

To make an online payment:  
 Login to your MyBlinn account.  
 Click NELNET - PAY MY BILL  
 For assistance, call 979-830-4800 opt 4.

Malcolm J. Ferguson  
 Student ID: B00866819  
 Campus: PY  
 Total Current Term Charges: 4900.00  
 Total Current Term Credits: 4900.00  
 Previous/Other Term Balance: 0.00  
 Current Term Balance: 0.00  
 AMOUNT DUE: 0.00  
 Future Balance: 0.00

----- Return Bottom Portion With Payment -----

Malcolm J. Ferguson  
 \*\*\* WARNING \*\*\*  
 ---NO ADDRESS---

Student ID: B00866819  
 Term: 202320  
 DATE DUE: 15-DEC-2022  
 AMOUNT DUE: 0.00

Amount Paid: \$ \_\_\_\_\_

**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Bilnn College District**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see Instructions) ▶ **Higher Education Political Division Washington County, TX**

4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**902 College Ave**

6 City, state, and ZIP code  
**Brenham, TX 77833**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-					
--	--	--	---	--	--	--	--	--

OR

Employer identification number

7	4	-	6	0	0	0	4	0	0
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ *Vicki Ward*

Date ▶ *1-10-2022*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1099 (home mortgage interest), 1099-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

- Form 1099-INT (interest earned or paid)

**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>, 2023

**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 Caleb Hodges  
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:**

Sixty-five Dollars (\$65.00) 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** that are booked into **Stephens County's jail**, are 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 Sheriff's 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:

\_\_\_\_\_  
Michael Roach, Stephens County Judge

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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


\_\_\_\_\_  
Date

**Throckmorton County, a political subdivision of the State of Texas**

By:

  
\_\_\_\_\_  
Caleb Hodges, Throckmorton County Judge

02/06/23  
Date

  
\_\_\_\_\_  
Dianna Moore, Throckmorton County Clerk

2/16/23  
Date

  
\_\_\_\_\_  
Doc Wington, Throckmorton County Sheriff

1/23/23  
Date