

6:12 o'clock P.M.

MAY 19 2023

Diana Moore
CLERK COURT
THROCKMORTON, TXNOTICE 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 22nd day of May 2023 at 09:00 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 nursing home facilities IGT payment through the QIPP program.
6. Discuss and take any action regarding settlement terms with Allergan defendants and authorizing the County Judge or other authorized officials to execute the Settlement participation and release forms regarding statewide settlement offers in the matter of Texas statewide opioid multi-district litigation for the County in the matter of *In Re: National Prescription Opiate Litigation, MDL No. 1:17-md-022804*.
7. Discuss and take any action on Interlocal Agreement for the Provision of Law Enforcement Services.
8. Elected officials report.
9. Approve and pay bills.
10. 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
11. Adjourn.

Commissioners Court of Throckmorton County, Texas
Kayley Briles
Agenda Clerk

COMMISSIONER'S COURT

Regular Meeting

Throckmorton County Commissioners' Court met in Regular Session on Tuesday the 22nd day of May, 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, and Doc Wigington

1. Caleb Hodges called meeting to order at 9:00 A.M. and welcomed guest. Commissioner Brockman was absent.
2. Minutes from the previous meeting were reviewed. Kasey Hibbitts made the motion with Klay Mitchell seconding to approve the minutes of the regular meeting. Motion carried 4-0.
3. No action on #3. The court reassured the funds were available to the Hospital from the QUIPP money if needed.
4. Citizen's Comments: no comments made.
5. Kasey Hibbitts made the motion with Casey Wells seconding to approve the June funding request for Year 7 Quality Incentive Payment Program IGT #13 to Texas HHSC up to \$723,165.21 and to finance the note through InterBank on a one year note being due on May 30, 2024, and to authorize Caleb Hodges, County Judge to sign the promissory note and Michelle Clark, County Treasurer, to sign the security instrument on behalf of the County. Motion carried 4-0.
6. Casey Wells made the motion with Klay Mitchell seconding to sign the Texas Addendum Subdivision Participation Form and Release and to give County Judge Caleb Hodges the authority to sign the Release for the Settlement Terms with Allergan. The Release is attached. Motion carried 4-0.
7. Caleb Hodges made the motion with Klay Mitchell seconding to take the Interlocal Agreement for the Provision of Law Enforcement Services with TCISD under advisement. No other action was taken. Motion carried 4-0.
8. Elected Officials Report: Caleb Hodges stated that Pioneer Day will be June 3, 2023, and asked to use the Courthouse lawn. Memorial Day is May 29th and there will be the presentation of the Flags with lots of family activities along with a Hamburger and Hot Dog supper. Dog Wigington's report is attached.
9. The bills were reviewed, and Klay Mitchell made the motion with Kasey Hibbitts seconding to approve and pay the bills. Motion carried 4-0.
10. No closed session was held.
11. Casey Wells made the motion and seconded by Caleb Hodges to adjourn at 9:45 a.m. Motion carried 5-0.

Witnessed my hand AND approved this the 12th day of June, 2023.

Dianma Moore

ATTEST: County Clerk

C. Hodges

County Judge

THROCKMORTON COUNTY
COMMISSIONER'S COURT

Throckmorton County Commissioner's Court Regular Meeting
May 22, 2023

101 North Minter Ave, Throckmorton, Texas 76483
Throckmorton County Courtroom

Exhibit B

TEXAS ADDENDUM SUBDIVISION PARTICIPATION FORM AND RELEASE

Texas Political Subdivision:	Throckmorton County	State: Texas
Authorized Official:	County Judge	
Address 1:	105 North Minter	
Address 2:		
City, State, Zip:	Throckmorton, Texas 76483	
Phone:	(940) 849-8805	
Email:	caleb.hodges@throckmortoncounty.org	

The governmental entity identified above (“Texas Political Subdivision”), in order to obtain and in consideration for the benefits provided to the Texas Political Subdivision pursuant to the Allergan-Texas Statewide Opioid Settlement Addendum (“Allergan Texas Addendum”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Texas Addendum, release all Released Claims against all Released Entities, and agrees as follows.

1. The Texas Political Subdivision above is aware of and has reviewed the Allergan Texas Addendum, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Political Subdivision elects to participate in the Allergan Texas Addendum as provided therein.
2. The Texas Political Subdivision shall immediately cease any and all litigation activities as to the Released Entities and Released Claims and, within 14 days of executing this Participation Form, its counsel shall work with Allergan’s counsel to dismiss with prejudice any Released Claims that it has filed against Released Entities.
3. The Texas Political Subdivision agrees to the terms of the Allergan Texas Addendum pertaining to Political Subdivisions as provided therein.
4. By agreeing to the terms of the Allergan Texas Addendum and becoming a Releasor, the Texas Political Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Texas Political Subdivision agrees to use any monies it receives through the Allergan Texas Addendum solely for the purposes provided therein.

6. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the Allergan Texas Addendum. For the avoidance of doubt, nothing contained in this Participation Form, or the Allergan Texas Addendum constitutes consent to jurisdiction, express or implied, over the governmental entity or its selected counsel to the jurisdiction of any other court (including without limitation MDL 2804, the MDL 2804 Fee Panel, the MDL 2804 Enforcement Committee, or the Court in which any Texas Consent Judgment is filed) for any purpose whatsoever.
7. The Texas Political Subdivision has the right to enforce the Allergan Texas Addendum in the Texas Consolidated Litigation Court as provided therein.
8. The Texas Political Subdivision, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Allergan Texas Addendum and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Texas Political Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Texas Addendum are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Texas Political Subdivision to release claims. The Allergan Texas Addendum shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Allergan Texas Addendum, each Texas Political Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Texas Political Subdivision hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist,

whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Texas Political Subdivision's decision to participate in the Allergan Texas Addendum.

10. The Texas Political Subdivision acknowledges, agrees, and understands that the Settlement Amount in the Section of the Allergan Texas Addendum entitled Base and Incentive Payments for the benefit of the Participating Texas Political Subdivision, is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the governmental entity, constitutes restitution and remediation for damage or harm allegedly caused by Allergan in order to restore, in whole or part, the governmental entity to the same position or condition that it would be in had it not suffered the Alleged Harms; and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law.
11. Nothing herein is intended to modify in any way the terms of the Allergan Texas Addendum Agreement, to which the Texas Political Subdivision hereby agrees. To the extent this Election and Release is interpreted differently from the Allergan Texas Addendum, the Allergan Texas Addendum controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Texas Political Subdivision.

THROCKMORTON COUNTY, TEXAS

Signature: 

Name: Caleb Hodges

Title: County Judge

Date: May 22, 2023

STATE OF TEXAS

*

COUNTY OF THROCKMORTON

*

**INTERLOCAL AGREEMENT
FOR THE PROVISION OF LAW ENFORCEMENT SERVICES**

WHEREAS, Chapter 791, Texas Government Code, allows counties and public school districts to enter into Interlocal Cooperation Agreements for governmental purposes; and

WHEREAS the provision of police protection and detention services is included in the definition of governmental functions and services in Sec 791.003, Texas Government Code; and

WHEREAS the Throckmorton Collegiate Independent School District (hereinafter "School District") believes that the presence of a law enforcement officer on its campuses is necessary to ensure an orderly, safe, and peaceful academic environment, and

WHEREAS Throckmorton County (hereinafter "County") desires to reduce the incidence of juvenile crime, prevent the formation of gangs, combat the use and trafficking of controlled substances among juveniles, and provide an overall safe environment.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the County and the School District, acting by and through their governing bodies and the authority granted in Chapter 791, Texas Government Code, do hereby covenant and agree *as follows*:

**I.
TERM**

This Agreement shall commence on _____ and shall terminate on _____.

**II.
SCOPE OF SERVICES**

The County, through the Throckmorton County Sheriff's Office, shall assign one (1) uniformed deputy to the School District for approximately 194 days within the term of this Agreement. The Throckmorton County deputy will be assigned to campus that is mutually agreed upon by the County and the School District. The deputy will work 0730-1615 shift to be determined by the School District for each day they are -assigned to the School District.

To ensure sufficient security and protection of students, staff, and property, the School District enters into this Interlocal Agreement with the County for the provision of law enforcement services. In accordance with law, the Board of Trustees has coordinated with District staff to ensure appropriate duties are assigned to the School Resource Officer (SRO). The law enforcement duties of the SROs are as follows:

- Protecting the safety and welfare of District students and staff;
- Protecting District property;
- Investigating criminal, safety and security-related matters;
- Providing problem resolution and enforcement of laws when necessary;
- Preventing and/or reducing incidents of school violence;
- Establishing positive community/criminal justice relationships with students and the community;
- Assisting the District in planning efforts related to the prevention, management, and follow-up efforts related to campus crime and emergency response;
- Assisting with the coordination of security for major school events and extracurricular activities;
- Assisting school officials in drills and simulations related to crisis management, emergency response, and threat mediation;
- Serving as a resource and educational tool for campus/District staff on school safety and the recognition of criminal conduct;
- Educating students by providing relevant and informative educational programs;
- Additional duties as assigned and determined by the Sheriff's Office and District collectively that **do not** include routine student discipline or school administrative tasks.

Additionally, the law enforcement officer assigned to the District is required to complete certain state and School District required training programs. The goal of these training programs is to align the officer supporting the District on the various safety and security practices, programs, and systems. The District will work with the County to ensure these training requirements are met. The following are a list of trainings for the assigned deputy:

- TCOLE 4064 School Based Law Enforcement Training (state required)
- TCOLE 2195 Active Shooter Response for School-Based Law Enforcement (state required)
- School Crisis Prevention and Intervention Training (CPI) (state required)
- Traumatic Injury Response/Control the Bleed (state required)
- Other District safety and security systems and programs as determined by the District

III.
AUTHORITY OF OFFICERS

The law enforcement officer assigned to the School District by the County shall be empowered to enforce ALL laws of the State of Texas applicable in the County and School District including the power to arrest/detain and execute search warrants.

While functioning as a law enforcement officer assigned to the School District, the officer shall have all the law enforcement power of a Deputy Sheriff of Throckmorton County.

IV.
CONSIDERATION

The School District shall pay the County for the salary of the Deputy, based on the number of days assigned to TCISD per calendar year which equates to 75%. The breakdown of complete salary and benefits listed below.

- \$65,000.00 base pay
- \$16,363.20 benefits
- \$81,363.20 Total
- \$61,022.48 District portion
- \$20,340.72 County portion

V.
PAYMENT PROCESSING PROCEDURE

The County shall bill the School District monthly for services rendered during the previous month. The County shall keep all records to substantiate the County's billing which shall be made available to the School District for inspection upon request. The School District shall review each monthly billing and provide payment to the County within 15 days of receipt of the bill.

**VI.
NOTICE**

Any notice required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date of certified receipt if placed in the United States mail postage prepaid by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

Throckmorton County

The address of the County for all purposes under this Agreement and for all notices hereunder shall be:

Throckmorton County Judge
105 N. Minter Avenue/ P.O. Box 700
Throckmorton, Texas 76483

With copies to:

Throckmorton County Sheriff
108 Pogue Street/P.O. Box 549
Throckmorton, Texas 76483

Throckmorton Collegiate ISD

The address of the District for Throckmorton Collegiate ISD all purposes under the Agreement and for all notices hereunder shall be:

Charles Mims
Superintendent
Throckmorton Collegiate Independent
School District
210 College Street
Throckmorton, Texas 76483

With Copy to:

Kathy Thorp
Board President Throckmorton
Collegiate Independent School
District
210 College Street
Throckmorton, Texas 76483

Vii.
LIAISON

The County and the School District each agree to maintain specifically identified liaison personnel for their mutual benefit during the term of the Agreement. The liaison(s) named by the County shall serve as the initial point(s) of contact for any inquiries made pursuant to this Agreement by School District and respond to any such inquiries by School District. The liaison(s) named by the School District shall serve as the initial point(s) of contact for any inquiries made pursuant to this agreement by County and respond to any such inquiries by County. The liaison(s) shall be named in writing at the time of the execution of the agreement. Subsequent changes in liaison personnel shall be communicated by the respective parties in writing.

Throckmorton County
Sheriff Doc Wigington
Throckmorton County Sheriff's Office
108 Pogue Street
Throckmorton, TX 76483
9940-849-8855

Throckmorton Collegiate Independent
School District
(TBD)
Throckmorton Collegiate ISD
210 College Street.
Throckmorton, TX 76483
940-849-2411

VIII.
RELEASE AND INDEMNIFICATION

The School District agrees to defend, hold harmless and indemnify County and its officers, employees, agents and independent contractors of, from and against any and all claims, demands, liabilities, actions or causes of action, losses, damages, expense (including legal fees), penalties, fines, costs and judgments of either of them, their officers, employees or agents arising in whole or in part out of the condition of the premises or vehicles owned, operated or controlled by School District, or resulting from or arising out of, in whole or in part, any negligent act or omission or any intentional or willful misconduct by the School District, its officers, employees, agents or independent contractors.

The County agrees to defend, hold harmless and indemnify, to the extent allowed by law not to create a sinking fund, School District and its officers, employees, agents and independent contractors of, from and against any and all claims, demands, liabilities, actions or causes of action, losses, damages, expenses (including legal fees), penalties, fines, costs and judgments of any type or nature that may be claimed, brought or had against either of them, their officers, employees or agents arising in whole or in part of the condition of the premises or vehicles owned, operated or

controlled by County or resulting from or arising out of in whole or in part any negligent act or omission, or any intentional or willful misconduct by the County, its officers, employees, agents or independent contractors.

Each party hereto agrees to carry and maintain workers' compensation, general comprehensive liability and motor vehicle liability insurance covering the condition and operations of the premises, vehicles, and actions or failures to act of any officer, employee, agent or independent contractor of the respective party.

**IX.
TERMINATION**

Either party to this Agreement shall have the right to terminate this Agreement by notifying the other party in writing of such termination and the proposed date of the termination no later than sixty (60) days prior to the effective date of such termination.

**X.
CHANGES IN THE LAW**

Any alterations, additions or deletions to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated into this Agreement without written amendment to this Agreement and shall be effective on the date designated by said federal or state law.

**XI.
AMENDMENTS**

Any changes to this Agreement, except those changes so designated in this Agreement, shall be in writing and executed by both parties to this Agreement.

**XII.
ENTIRE AGREEMENT**

This instrument consisting of nine (9) pages, constitutes the entire agreement between the parties hereto, and all oral or written agreements between the parties hereto relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained herein.

**VIII.
VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit brought by either party for any breach of this Agreement is fixed in

any court of competent jurisdiction in Throckmorton County, Texas. All payments shall be due and payable in Throckmorton County, Texas.

**XIV.
SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each and every term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**XV.
IMMUNITY**

No provision of this agreement shall affect or waive any sovereign or governmental immunity available to either party and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses or remedies at law available to either party and/or its elected officials, officers, employees and agents under Federal or Texas law.

[Remainder of page intentionally left blank]

This Agreement shall be executed in duplicate originals and be effective on the date of last signature hereto.

THROCKMORTON COUNTY, TEXAS

By: _____

**Caleb W. Hodges
Throckmorton County Judge**

Signed the _____ day of _____ 2023

ATTEST:

By: _____

**Dianna Moore
Throckmorton County Clerk**

Signed the _____ day of _____ 2023

**THROCKMORTON COUNTY
SHERIFF'S OFFICE**

By: _____

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

Signed the _____ day of _____ 2023

**THROCKMORTON COLLEGIATE
INDEPENENDENT SCHOOL DIST.**

By: _____

**Charles Mims
Superintendent
Throckmorton Collegiate ISD
Throckmorton Texas**

Signed the _____ day of _____ 2023



Sheriff Doc Wigington
Throckmorton County Sheriff's Office
The Great State of Texas
P.O. Box 578/ 108 Pogue St.
Throckmorton, TX 76483
Office: (940) 849-8855

05/22/2023

Elected Officials Report for Throckmorton County Commissioners Court

1. Two inmates being transported to TDCJ in Abilene on 05/23/2023
2. One subject to turn himself in on 05/22/2023, sentenced six (6) months county jail
3. Advised and gave information on passing of Senate Bill 1124 and Senate Bill 22

A handwritten signature in black ink, appearing to read "D. Wigington", written over a horizontal line.

Sheriff Doc Wigington
Throckmorton County
The Great State of Texas

