

NOTICE OF MEETING OF THE COMMISSIONERS' COURT OF
HOCKLEY COUNTY, TEXAS

Filed for Record
at _____ o'clock _____ M.

SEP 28 2023

Notice is hereby given that a Regular Meeting of the above named Commissioners' Court will be held on ~~Monday~~ ^{Monday} the 2nd day of October, 2023 at 9:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit: *Jennifer Palermo*
County Clerk, Hockley County, Texas

1. Read for approval the minutes of the Regular Meeting of the Commissioners' Court held Monday, September 25, 2023.
2. Consider for approval all monthly bills and claims submitted to the Court dated through October 2, 2023.
3. Presentation and discussion of the pros and cons of affirming expansion of the Lubbock Metropolitan Planning Area.
4. Consider and take necessary action concerning the Resolution Affirming Expansion of the Lubbock Metropolitan Planning Area and Affirming a Request for Membership into Lubbock Metropolitan Planning Organization.
5. Hear the monthly Public Assistance report for August and September.
6. Consider and take necessary action to approve the Annual Public Notice for Indigent Health Care for 2024.
7. Consider and take necessary action to approve Resolution 2023-7, Supporting Operation Green Light for Veterans.
8. Discussion and potential action concerning the Interlocal Agreement for the Establishment of the High Plains Regional Public Defender's Office.
9. Discussion and potential action concerning transfer of title to a 2019 Ford pickup back to the Integrated Pest Management Board.
10. Consider and take necessary action to approve the Continuation Certificate of Stephanie Tienda, Clerk – Hockley County Justice of the Peace Precinct 5.

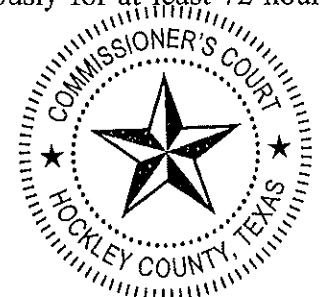
COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS.

BY: *Sharla Baldrige*
Sharla Baldrige, Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 28th day of September, 2023, and said Notice remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 28th day of September, 2023.

Jennifer Palermo
Jennifer Palermo, County Clerk, and Ex-Officio
Clerk of Commissioners' Court, Hockley County, Texas



THE STATE OF TEXAS
COUNTY OF HOCKLEY

IN THE COMMISSIONER'S COURT
OF HOCKEY COUNTY, TEXAS

REGULAR MEETING
OCTOBER 2, 2023

Be it remembered that on this the 2nd day of OCTOBER A.D. 2023, there came on to be held a REGULAR Meeting of the Commissioners Court, and the court having convened in REGULAR session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

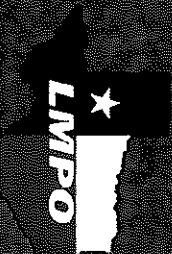
Sharla Baldridge	County Judge
Alan D. Wisdom	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
Seth Graf	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger	Commissioner Precinct No. 4

Jennifer Palermo, County Clerk, and Ex-Officio Clerk of Commissioners Court when the following proceedings were had to-wit:

Motion by Commissioner Carter, second by Commissioner Graf, 4 Votes Yes, 0 Votes No, that Commissioners court approved the minutes of the Regular Meeting held at 9:00 a.m. on Monday, September 25, 2023.

Motion by Commissioner Wisdom, second by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners court approved all monthly claims and bills submitted to the court and dated through October 2, 2023.

Presentation and discussion of the pros and cons of affirming expansion of the Lubbock Metropolitan Planning Area.



2023

Proposed Metropolitan Planning Area (MPA)

Lubbock MPO's website: <https://ci.lubbock.tx.us/pages/Lubbock-Metropolitan-Planning-Organization>,

Lubbock MPO at 916 Main Street Suite 1210, Lubbock, TX 79401

MPA Boundary – LMPO Proposed

Metropolitan Planning Area (MPA)

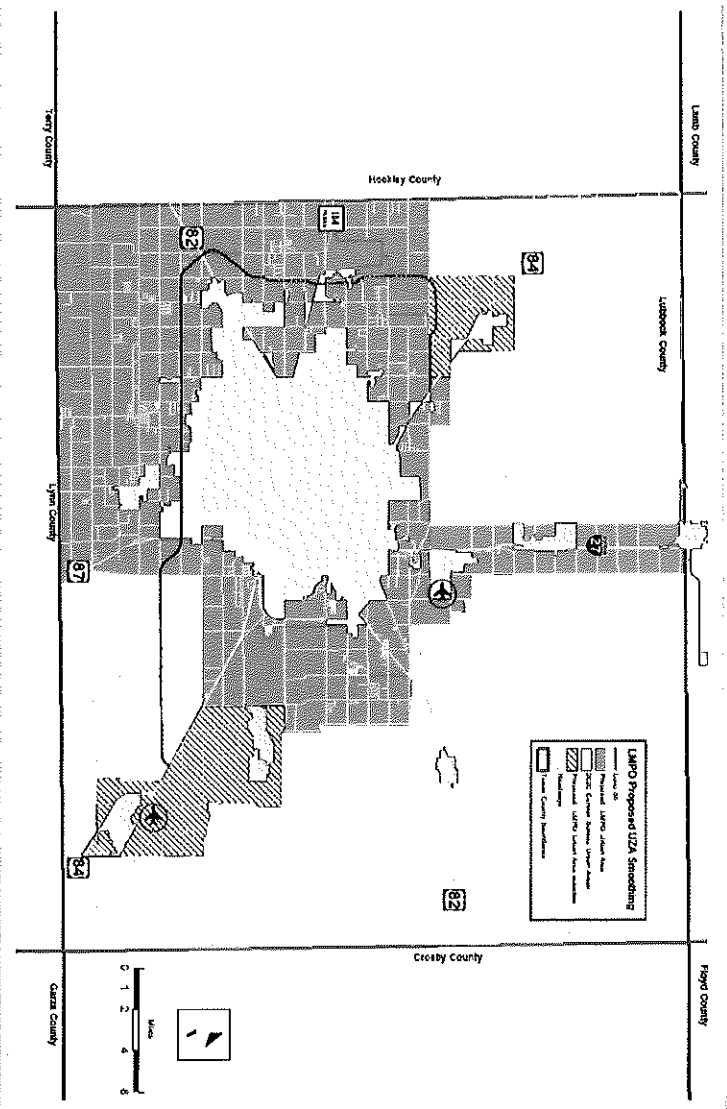
- The boundary in which the metropolitan transportation planning process must be carried out.
- The MPA must encompass the UZA(s) and the contiguous geographic area(s) likely to become urbanized within the next 20 years. In some cases, the MPA encompasses the entire metropolitan statistical area (MSA) or combined statistical area (CSA), as defined by the Office of Management and Budget (23 CFR 450.104).

Metropolitan Statistical Area (MSA)

- MSAs consist of the core counties surrounding a UZA, plus adjacent counties with strong commuting patterns to and from the core counties.

Combined Statistical Area (CSA)

- A CSA combines an MSA and one or more adjacent Metropolitan Statistical Areas defined by OMB.



[Image – Census MSA and CSA area boundaries with Texas.]

MPA Boundary – LMPO & TxDOT Adjusted

Metropolitan Planning Area (MPA)

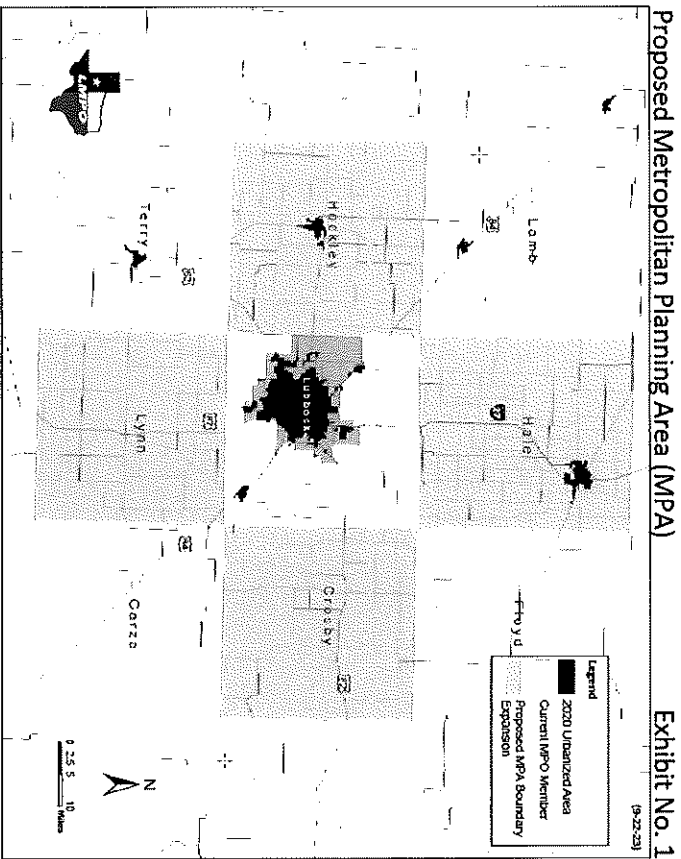
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[Image – Census MSA and CSA area boundaries with Texas.]

MPA Boundary – LMPO & TxDOT Adjusted

TransCAD Tools

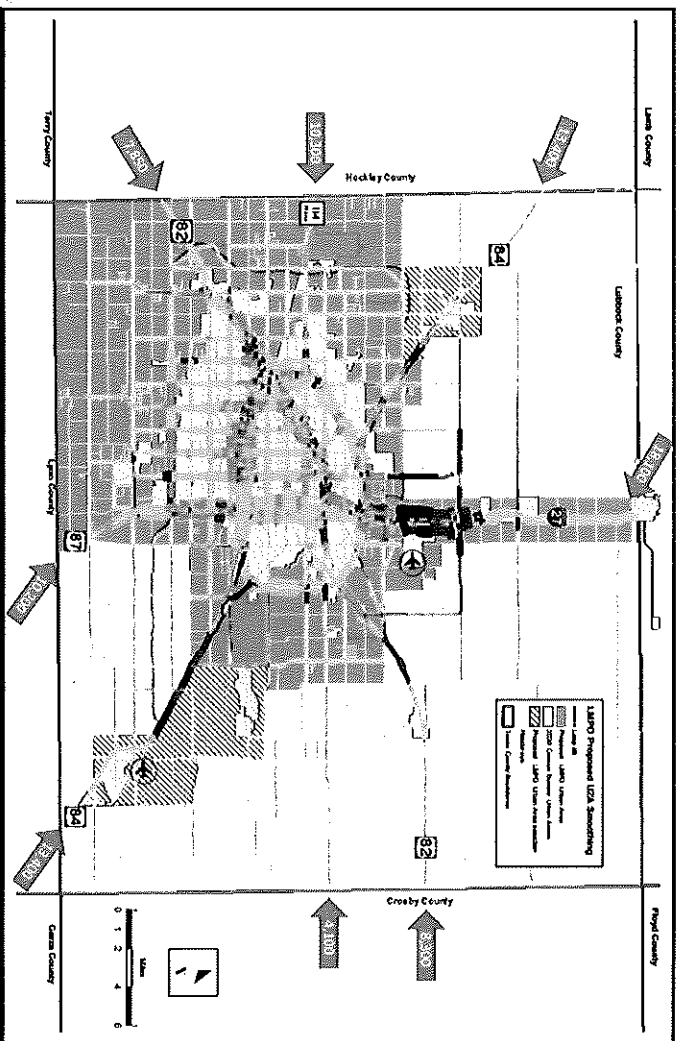
- Volumes of trips compared to the total capacity.
- Ability to look at specific link
- Ability to see total daily trips

Lubbock TDM with Statewide Model external

- High level / big picture trends
- Produce forecasts by applying modeled growth to traffic counts
- Starting point for more detailed analysis

Combined Statistical Area (CSA)

- Travel demand model provides a framework for asking “what if questions” but does not provide the answer to the policy or design.



[Image – Census MSA and CSA area boundaries with Texas.]



Questions

Motion by Commissioner Carter, second by Commissioner Clevenger, 4 votes yes, 0 votes no, that Commissioner Court approved the Resolution Affirming Expansion of the Lubbock Metropolitan Planning Area and Affirming a request for Membership into Lubbock Metropolitan Planning Organization. As per Resolution No. 2023-6 recorded below.

RESOLUTION NO. 2023-6

A RESOLUTION OF THE COMMISSIONERS COURT OF HOCKLEY COUNTY, TEXAS; (1) AFFIRMING EXPANSION OF THE LUBBOCK METROPOLITAN PLANNING AREA; (2) AFFIRMING A REQUEST FOR MEMBERSHIP INTO LUBBOCK METROPOLITAN PLANNING ORGANIZATION; AND (3) ESTABLISHING AN EFFECTIVE DATE AND COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT.

WHEREAS, the Lubbock Transportation Policy Committee (TPC) is designated as the Metropolitan Planning Organization (MPO) for the Lubbock Urbanized Area (UZA) by the Governor of Texas; and

WHEREAS, the boundaries of a Metropolitan Planning Area (MPA) shall be determined by agreement between MPO and the Governor; and

WHEREAS, the Metropolitan Planning Area (MPA), at a minimum, shall encompass the entire urbanized area (as defined by the Bureau of the Census), plus the contiguous area expected to become urbanized within a 20-year forecast period and may encompass the entire metropolitan statistical area or combined statistical area as defined by the Bureau of Census; and

WHEREAS, the Lubbock TPC, comprised primarily of local elected officials, is the local transportation policy making body and also addresses problems in a regional context to insure the mandated 3C planning process-Comprehensive, Cooperative and Continual is executed in order to enhance the collaborative relationship with the South Plains Rural Transportation Planning Organization; and

WHEREAS, 23 USC 134 (d)(5) and (6)(A)(B) and (c)(3) states that an existing MPO may add members to the MPO that represent new unites of general purpose local government resulting from expansion of the metropolitan planning area without requiring a re-designation as long as it does not trigger a substantial change as defined in 23 C.F.R. 450.310 (L)(1-2).

NOW THEREFORE, BE IT RESOLVED, that the Commissioners Court of Hockley County:

Section 1: That, Hockley County affirms the expansion of the Lubbock Metropolitan Planning Area (MPA) boundary to include the area delineated by the attached Exhibit No.1 in accordance with 23 U.S.C. (34(d)(1)(A) and 23 C.F.R. 450.310 (b).

Section 2: That Hockley County accepts an invitation for membership to the Lubbock Metropolitan Planning Organization and that it will continue to represent all other non-urbanized areas of Hockley County with regard to transportation planning.

This matter was ordered, approved, and adopted at a public meeting held in compliance with Chapter 551 of the Texas Government Code, the Texas Open Meetings Act.

ORDERED, APPROVED, AND ADOPTED on the 2nd, day of October, 2023.

THE COMMISSIONERS COURT OF
HOCKLEY COUNTY, TEXAS

Sharla Baldrige
Sharla Baldrige, Hockley County Judge

Alan Wisdom
Alan Wisdom, Commissioner, Precinct 1

Larry Carter
Larry Carter, Commissioner, Precinct 2

Seth Graf
Seth Graf, Commissioner, Precinct 3

Tommy Clevenger
Tommy Clevenger, Commissioner, Precinct 4

ATTEST:

Jennifer Palermo
Jennifer Palermo, Hockley County Clerk

or

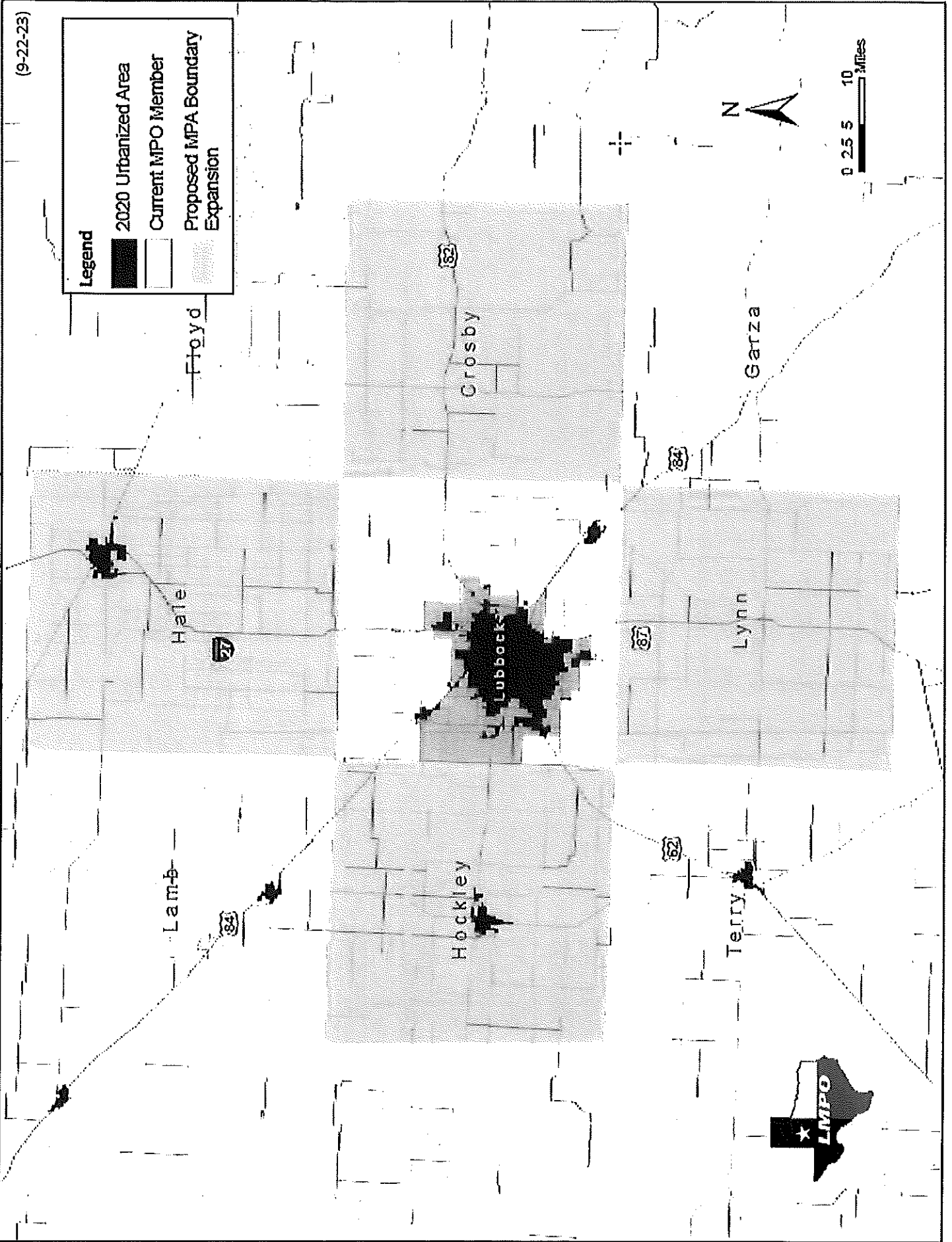
Deputy County Clerk, Hockley County, Texas



Proposed Metropolitan Planning Area (MPA)

Exhibit No. 1

(9-22-23)



Hear the monthly Public Assistance report for August and September.



HOCKLEY COUNTY PUBLIC ASSISTANCE
DISPOSITIONS OF APPLICATIONS & REQUEST FOR PAYMENT
August 2023

Hockley County Public Assistance Administrator, Cara Phelan presents the following requests for financial assistance to the Hockley County Commissioner's Court.

SUMMARY OF APPROVED ASSISTANCE REQUESTS				
APPLICANT	PHYSICAL ADDRESS	ASSISTANCE REQUEST		ASSISTANCE
		RENT	UTILITY	
Durham, Melissa	1102 Sherman Avenue	X		\$150.00
TOTAL PUBLIC ASSISTANCE APPROVED				\$150.00
APPLICANT	REQUEST	REASON FOR DENIAL		
Cruz, Oscar	Rent	Landlord began eviction procedure demanded full payment		
PAUPER BURIAL ASSISTANCE REQUESTS				
APPLICANT	DECEASED	DISPOSITION		COMMENT
		APPROVED	DENIED	
Oneal, Opal	Jimmy Buckmaster	X		

Respectfully Submitted to:
Hockley County Commissioners Court

Monday, October 2, 2023

Hockley County Public Assistance Administrator

Cara Phelan

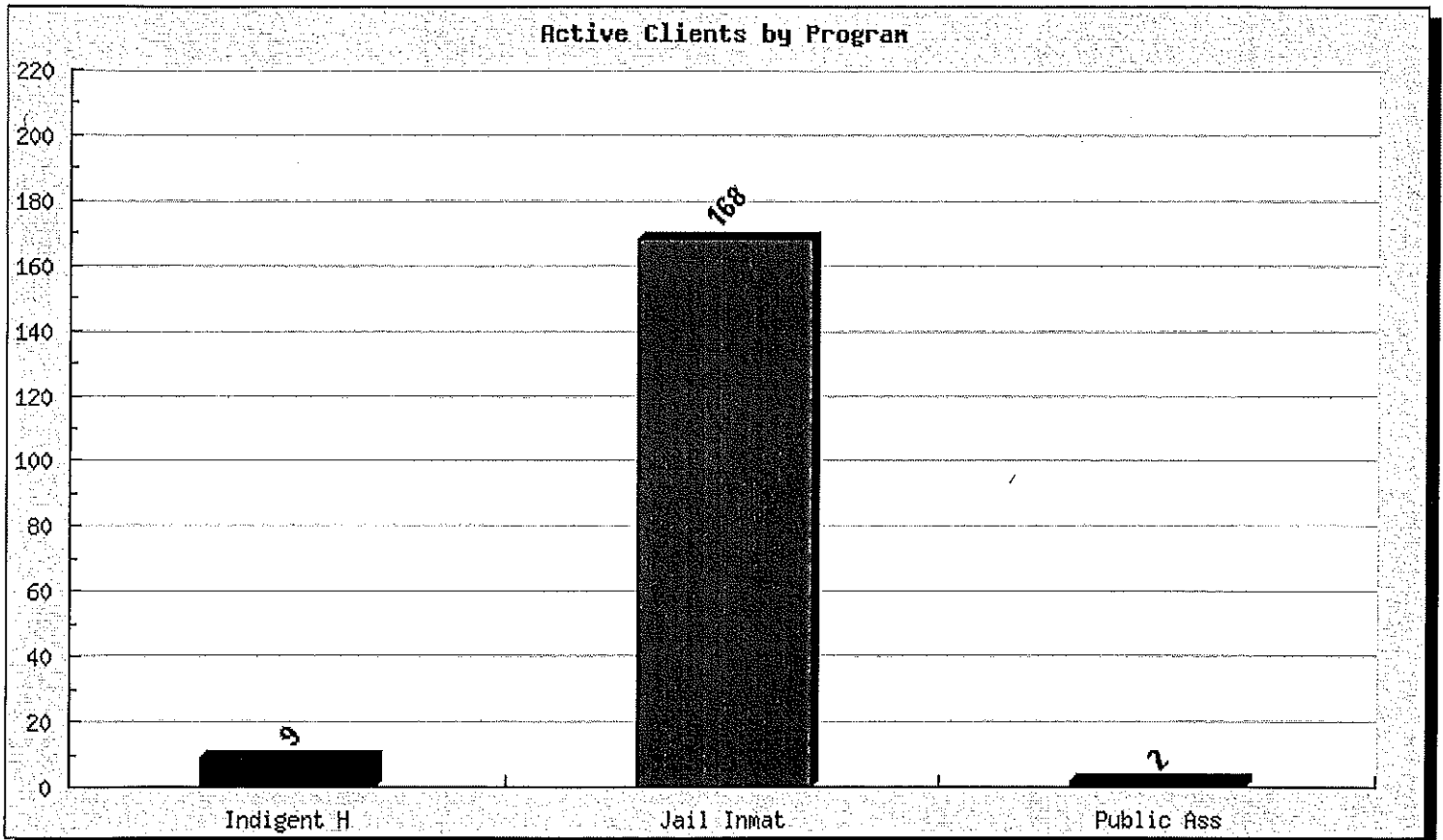
Void Statistics for Void Dates 08/01/2023 through 08/31/2023

Clients Voided	0
Vendors Voided	0
Rapid Reg. Voided	0
Invoices Voided	2

Active Clients by Program for Eligibility Dates 08/01/2023 through 08/31/2023

Indigent Health Care	9
Jail Inmate	168
Public Assistance	2

Total Clients By Program **179**



Appointments Scheduled by Type for Appointment Dates 08/01/2023 through 08/31/2023

New App-102	0
Renewal-102	0

Total Appointments Scheduled **0**



**HOCKLEY COUNTY PUBLIC ASSISTANCE
DISPOSITIONS OF APPLICATIONS & REQUEST FOR PAYMENT
September 2023**

Hockley County Public Assistance Administrator, Cara Phelan presents the following requests for financial assistance to the Hockley County Commissioner's Court.

Due to the office of Hockley County Public Assistance exceeding the 2023 budgeted allowance for Public Assistance, we have not provided any public assistance for the month of September 2023. Clients have been referred to other agencies and non-profit organizations for assistance. This office is actively seeking additional resources for our clients. In addition, we now provide an updated list of available jobs in Hockley County. This jobs list is available in our office, it is posted in our lobby, and it has been posted on Facebook in several locations.

SUMMARY OF APPROVED ASSISTANCE REQUESTS				
APPLICANT	PHYSICAL ADDRESS	ASSISTANCE REQUEST		ASSISTANCE
		RENT	UTILITY	
TOTAL PUBLIC ASSISTANCE APPROVED				\$
APPLICANT	REQUEST	REASON FOR DENIAL		
PAUPER BURIAL ASSISTANCE REQUESTS				
APPLICANT	DECEASED	DISPOSITION		COMMENT
		APPROVED	DENIED	

Respectfully Submitted to:
Hockley County Commissioners Court

Monday, October 2, 2023

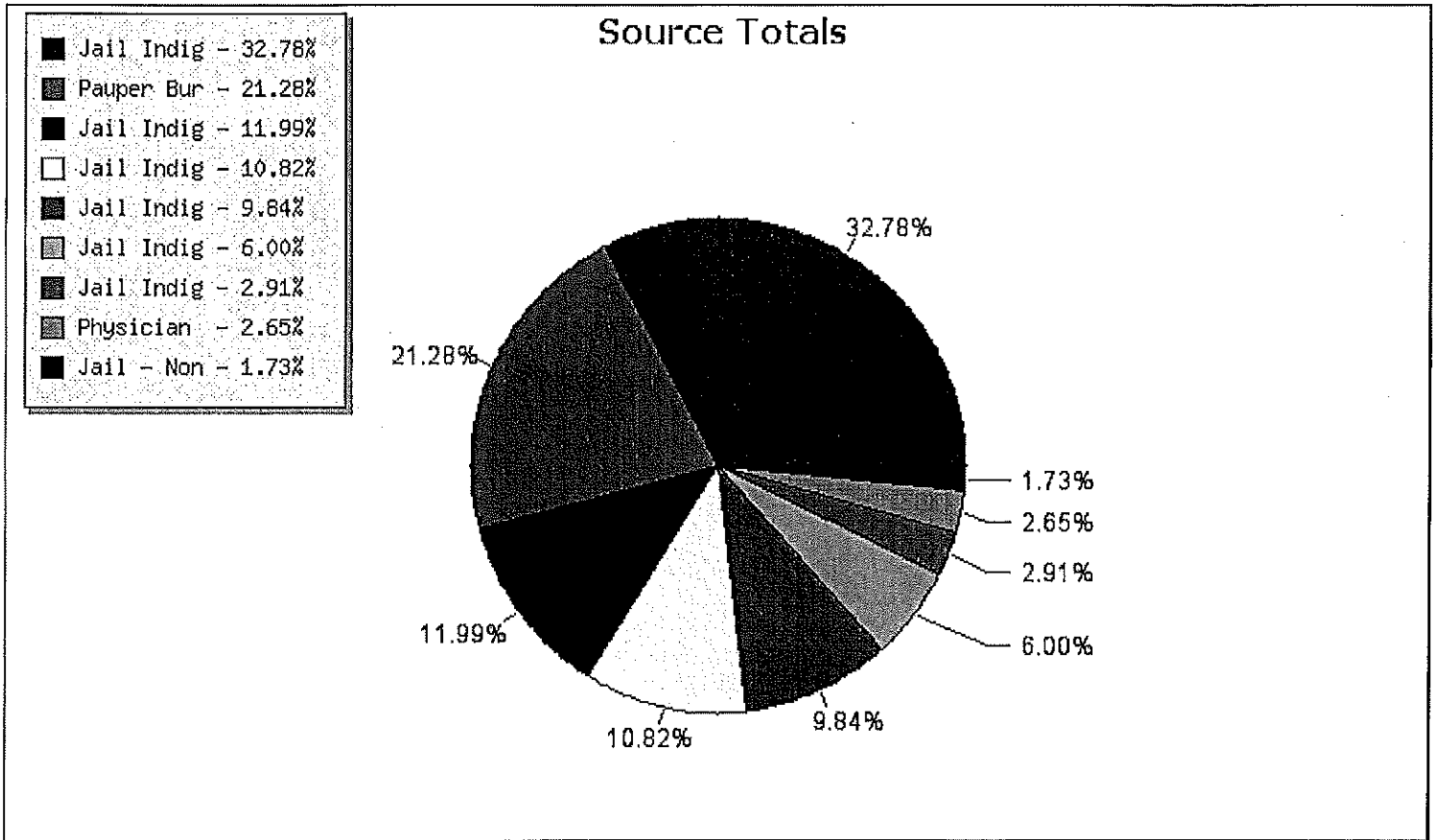
Hockley County Public Assistance Administrator

Cara Phelan

Source Totals for Batch Dates 09/01/2023 through 09/30/2023

Jail Indigent - Rural Health C	32.78%	\$1,687.00
Pauper Burial Expenses	21.28%	\$1,095.00
Jail Indigent - Lab/X-Ray	11.99%	\$617.04
Jail Indigent - Physician Ser	10.82%	\$556.63
Jail Indigent - Prescription D	9.84%	\$506.54
Jail Indigent - Optional Servi	6.00%	\$308.68
Jail Indigent - Dental	2.91%	\$150.00
Physician Services	2.65%	\$136.59
Jail - Non-Indigent Prescripti	1.73%	\$89.08

Total Expenditures **\$5,146.56**



Entry Statistics for Entry Dates 09/01/2023 through 09/30/2023

Clients Entered	24
Rapid Reg. Entered	0
Vendors Entered	1
Worksheets Entered	1
Invoices Entered	184

Motion by Commissioner Clevenger, second by Commissioner Graf, 4 Votes Yes, 0 Votes No, that Commissioners court approved the Annual Public Notice for Indigent Health Care for 2024. As per Notice recorded below.

PUBLIC NOTICE

Hockley County will use the following rules and procedures to comply with its responsibility under the Indigent Health Care and Treatment Act, for the fiscal year September 1, 2023-August 31, 2024.

Applications can be requested in the office of Hockley County Public Assistance and Indigent Health Care located in the lower level of the Hockley County Library Building, at 811-B Austin Street, Levelland, Hockley County, Texas. Assistance in completing the application will be provided upon request. Contact the Hockley County Indigent Health Care and Public Assistance Office, 806-894-4264.

The purpose of the Indigent Health Care Program is to help low-income Hockley County residents who don't qualify for other state or federal health care programs to have access to health care services.

Benefits are limited to participating administrators who provide primary, preventative and some specialty services. The maximum annual benefit is \$30,000 or 30-days inpatient hospital services. Services include:

- Vaccines
- Medical Screening services
- Annual physical exams
- Inpatient and outpatient hospital visits
- Laboratory and radiology
- Skilled nursing services

Persons eligible for Indigent Health Care must:

- Live in Hockley County, Texas and intend to remain a resident of Hockley County, Texas.
- Have an income level at or below twenty-one percent (21%) of the Federal Poverty Income Limit.
- Have resources less than \$2000 or \$3000 if the applicant is elderly or disabled.
- Must not be eligible for Medicaid.

Hockley County will use rules and procedures found in the County Indigent Health Care Program Handbook published by the Texas Department of Health.

<https://hhs.texas.gov/laws-regulations/handbooks/cihcp/county-indigent-health-care-program-handbook>.

1. Application Packet must be completed and signed.
2. Verification of income, termination of income, proof of residence, household composition, resources, current driver's license/ID, and Social Security Card are required.
3. The equity value of an automobile cannot be greater than \$4650.00. Personal property and homesteads are exempt assets.
4. Applicants must provide all information and documentation requested, or the application will be denied.
5. Unemployed applicants must provide proof of registration with the Texas Workforce Commission for the Job Search Program and be actively seeking employment. (Persons with a physical or mental impairment or elderly and are unable to work can receive a waiver from this requirement)
6. Unemployed applicants that claim inability to work must provide a statement from a physician stating that they are unable to work and for how long they will be unable to work.
7. Applicants have the right to appeal adverse decisions.

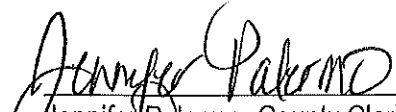
The effective date of the above rules and procedures is September 1, 2023.

Given under my hand and seal of said Court,

October 2, 2023.


Sharla Baldrige, Hockley County Judge

ATTEST:


Jennifer Palermo, County Clerk, and
Ex-Officio Clerk of Commissioners' Court,
Hockley County, Texas



Motion by Commissioner Carter second by Commissioner Wisdom, 4 votes yes, 0 votes no, that Commissioners Court approved the Resolution 2023-7, Supporting Operation Green Light for Veterans. As per Resolution 2023-7 Supporting Operation Green light for Veterans recorded below.

Resolution 2023-7

Supporting Operation Green Light for Veterans

WHEREAS, the residents of Hockley County have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Hockley County seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veterans Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Approximately, 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, the Hockley County appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted; therefore, be it

RESOLVED, with designation as a Green Light for Veterans County, Hockley County hereby declares from October through Veterans Day, November 11,

2023 a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service; therefore, be it further

RESOLVED, that in observance of Operation Green Light, Hockley County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence from November 6th through the 12th, 2023.

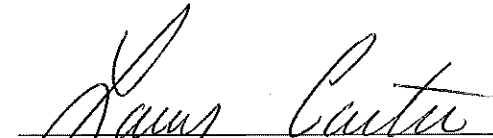
SIGNED this 2nd **day of October, 2023.**




Sharla Baldrige, Hockley County Judge




Alan Wisdom, Comm., Pct. 1



Larry Carter, Comm., Pct. 2

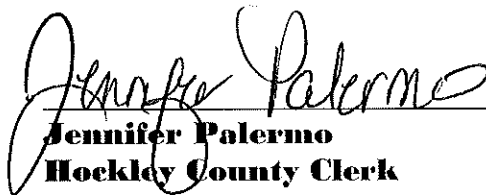


Seth Graf, Comm., Pct. 3



Tommy Clevenger, Comm., Pct.

ATTEST:



**Jennifer Palermo
Hockley County Clerk**



Motion by Commissioner Clevenger, second by Commissioner Carter, 4 votes yes, 0 votes No, that Commissioners Court approved the Interlocal Agreement for the Establishment of the High Plains Regional Public Defenders Office. As per Interlocal Agreement for the establishment of the High Plains Regional Public Defender's Office recorded below.

**INTERLOCAL AGREEMENT
FOR THE ESTABLISHMENT OF THE
HIGH PLAINS REGIONAL PUBLIC DEFENDER'S OFFICE**

WHEREAS, the County and District Courts located in Bailey, Briscoe, Castro, Cochran, Dickens, Floyd, Hale, Hockley, Motley, Parmer, Swisher, Terry, and Yoakum Counties of Texas have experienced a problem in finding qualified, quality attorneys who are willing to accept the position of court-appointed counsel for indigent defendants in misdemeanor and felony criminal cases in those Courts;

AND WHEREAS, the administration of justice, as well as the constitutional, orderly, and effective operation of the criminal justice system requires the availability of qualified, quality attorneys to represent indigent defendants in misdemeanor and felony criminal cases in those Courts;

AND WHEREAS, Article 26.044 of the Texas Code of Criminal Procedure grants counties the authority to establish public defender offices in individual counties and regional public defender offices in two or more counties;

AND WHEREAS, Hale County, on behalf of itself and the other twelve counties listed above, has applied for and received grant funding from the Texas Indigent Defense Commission ("TIDC") for use in establishing and operating a regional public defender's office;

AND WHEREAS, that regional public defender's office shall bear the name High Plains Regional Public Defender's Office;

AND WHEREAS, the thirteen listed counties have the authority to enter this Agreement under Article 26.044 of the Texas Code of Criminal Procedure and Chapter 791 of the Texas Government Code;

AND WHEREAS, the thirteen listed counties, by and through their commissioners courts and the undersigned county judges, find that this Agreement will serve a public purpose;

BE IT THEREFORE AGREED AS FOLLOWS:

- 1. *Establishment of High Plains Regional Public Defender's Office and Oversight Board***
 - A. The counties of Bailey, Briscoe, Castro, Cochran, Dickens, Floyd, Hale, Hockley, Motley, Parmer, Swisher, Terry, and Yoakum (each individually, "County;" collectively, "the Counties") hereby establish the High Plains Regional Public Defender's Office ("HPRPDO") as permitted by Article 26.044 of the Texas Code of Criminal Procedure.
 - B. The Counties establish the Oversight Board ("the Board") for HPRPDO as set forth in the Oversight Plan attached hereto as Exhibit A and incorporated by reference herein. The Board shall have the duties and obligations described in Exhibit A.
 - C. HPRPDO shall handle 85% of the misdemeanor, felony, and juvenile justice cases, including any

appeals filed in those cases, that arise within the Counties and that involve indigent defendants or respondents.

- D. The staff of HPRPDO will comprise, at a minimum: a Chief Defender attorney; ten staff attorneys; two investigators; two social workers; two support staff members; one office manager; and one additional support staff member devoted to IT support.
- E. HPRPDO will have a primary office located in Hale County and a satellite office in either Bailey or Terry County, as determined by the Board.

2. *Term of Agreement; Non-Appropriation of Funds; Withdrawal by County*

- A. This Agreement shall become effective as of October 1, 2023, and it will continue in effect through September 30, 2024 ("first expiration date"). Thereafter, the Agreement will renew automatically for another one-year term, from October 1 to the following September 30, unless a County withdraws in writing upon the first expiration date or as provided further below.
- B. The Counties intend for all payments made by a County under this Agreement to come out of revenue then currently-available to the County. Any County may terminate and withdraw from the Agreement without incurring any liability—other than to pay for previously rendered services—if the County's commissioners court fails to appropriate sufficient funds from its currently-available revenue to discharge the County's obligations under this Agreement. The County's participation in the Agreement shall end on the last day of the fiscal year for which appropriation was made or when the appropriation made in a fiscal year is fully spent. Under no circumstances do any of the parties intend for this Agreement to constitute a debt under the Texas Constitution.
- C.
 - i. A County may voluntarily withdraw from participation in this Agreement upon an affirmative decision by its commissioners court to withdraw and giving 90 days' notice in writing to the HPRPDO. In that event, withdrawal shall become effective on the day following the expiration of the 90-day notice period.
 - ii. A County shall be deemed as having involuntarily withdrawn from participation in this Agreement upon the County's failure to pay any payment due by the date due and 30 days after receiving written notice of non-payment from the HPRPDO.
 - iii. In the event of a withdrawal under 2(C)(i) or (ii), if the HPRPDO is still representing any individual following its appointment to representation under this Agreement, the withdrawing County shall be liable for timely payment of \$200.00 per hour for all legal services provided by HPRPDO to that individual between the date of withdrawal and the conclusion of the representation. HPRPDO will bill the withdrawing County for any fees incurred under this subsection on a monthly basis until the conclusion of the representation, and the withdrawing County will remit payment to HPRPDO by the 31st day following the receipt of the bill.

3. *Appointment of Hale County as Fiscal Agent*

- A. The Counties hereby appoint Hale County as the fiscal agent to receive and to disburse funds under this Agreement, including all grant funds and funds paid by the Counties for participation in this Agreement.
- B. Hale County shall establish the HRPDO as a Department within Hale County for budgeting purposes, as well as for purposes of the receipt and disbursement of funds according to the budget of the HRPDO.
- C. Hale County shall segregate all funds received by it under this Agreement, and they will be held and remain solely obligated to the funding of the HRPDO. All funds received and held under this Agreement will be subject to management by the Chief Public Defender, with auditing oversight by the Hale County Auditor's Office.
- D. Any County to the Agreement, upon request, may view the books and accounts of the HRPDO. Any audit of the HRPDO, other than by the Hale County Auditor or any outside auditor hired by Hale County to conduct an audit of Hale County's finances, will occur at the sole cost and expense of the County who requests it.

4. *Duties of the HRPDO*

- A. The HRPDO shall provide representation to indigent individuals charged by the State in all felony, misdemeanor, and juvenile cases filed in a district or county court in one of the Counties during the term of this Agreement. The HRPDO shall also provide representation for the appeal of any appealable order or judgment rendered in those cases.
- B. The HRPDO shall engage in representation of indigent individuals only upon appointment to that representation by a court in one of the Counties competent to make such appointment. All participant Counties shall amend their procedures for appointment of counsel, as adopted pursuant to Article 26.04 of the Texas Code of Criminal Procedure, to ensure the preferential appointment of HRPDO to the cases of indigent individuals in each County.
- C. HRPDO, in its representation of any individual under this Agreement, shall exercise independent and reasonable judgment and discretion pursuant to each of its individual attorneys' professional judgment and training.
- D. HRPDO's attorneys shall abide by all requirements of the Texas Disciplinary Rules of Professional Conduct; the Texas Code of Criminal Procedure; the Texas Rules of Civil Procedure; the Texas Rules of Appellate Procedure, and all other statutes, regulations, or caselaw applicable to the practice of law in the State of Texas.
- E. HRPDO's attorneys shall adhere as much as reasonably possible to the following objectives in their practice:
 - i. to contact new clients within 24 hours of appointment to representation;

- ii. to schedule an initial appointment with each client within 48 hours of appointment to representation, if practicable;
 - iii. to seek release of clients who cannot afford bail as set; to attempt to reduce pretrial incarceration to the greatest extent possible;
 - iv. to attend all scheduled court appearances;
 - v. to follow TIDC caseload guidelines; and
 - vi. to work with all HPRPDO staff, including caseworkers and investigators, to ensure as effective, thorough, and efficient representation of each client as reasonably possible, consistent with the competent and ethical practice of law.
- F. The Board will develop a job description for the position of Chief Defender; will take applications for the position; and will interview and select the best candidate for the position.
- G. The Chief Defender shall manage the day-to-day operation of the HPRPDO and shall be responsible for hiring all other positions in the HPRPDO. The Chief Defender will develop and manage the budget of the HPRPDO, subject to this Agreement, the receipt of any outside funding, and subsequent appropriations from the Counties. The Chief Defender will work with the Hale County Auditor's Office with regard to the receipt and disbursement of funds and will make all required reports to either the Auditor or any agency or entity that provides outside funding to the HPRPDO.
- H. The HPRPDO, by and through its Chief Defender and as supervised by the Board, will have the sole obligation and authority to employ, direct, control, supervised, manage, discharge, and compensate its employees. For purposes of insurance coverage, workers compensation, salary disbursement and payroll withholding, and fringe benefits, the employees of HPRPDO will be counted as employees of Hale County.
- I. The HPRPDO will purchase appropriate and effective case management software in order to assist in the orderly maintenance of case files and other information.
- J. The Chief Defender will submit an annual report to the commissioners court of each County that will detail the general receipt and disbursement of funds (income and expense only), the number of cases handled, including the number disposed during the year, and any other relevant statistical information used to measure the effectiveness and success of the HPRPDO.

5. Funding

- A. The Chief Defender, with approval of the Board, will establish the annual budget of the HPRPDO. The Chief Defender will transmit the proposed annual budget to each County's county judge.
- B. The Chief Defender will also include a revenue projection, including any expected or awarded

grant amounts, and the Chief Defender will calculate the revenue amount necessary to fully fund the annual budget after receipt of any grant funds ("full funding amount").

- C. The Counties will contribute to the full funding amount by remitting payment to the Hale County Auditor's Office, 500 Broadway, Suite 300, Plainview, Texas 79072, in the following proportionate amounts:

County	2021 Population	Proportionate Budget Contribution
Bailey	7,082	5.84%
Briscoe	1,599	1.32
Castro	7,260	6.00
Cochran	2,890	2.39
Dickens	2,054	1.70
Floyd	5,445	4.50
Hale	32,864	27.14
Hockley	22,603	18.67
Motley	1,196	0.99
Parmer	9,325	7.70
Swisher	7,435	6.14
Terry	12,538	10.36
Yoakum	8,773	7.25

- D. Hale County will submit an invoice to each County for its proportionate share on or before January 30 each year during the term of the contract. Counties will remit payment of their respective proportionate shares on or before the thirtieth day following receipt of the invoice.
- E. Counties will remain responsible for the cost of appointing or hiring of any expert witness in any particular case handled by HRPDO as they would be in a case in which a non-HRPDO attorney was appointed to represent an indigent individual.

6. Miscellaneous Provisions

- A. Nothing herein shall waive or alter the immunity from suit or liability enjoyed by the Counties, their officers, employees, or agents. The Counties do not intend to make any waiver of sovereign, official, or any other sort of immunity.

- B. This Agreement does not create any rights of any sort for any party or entity that is not a signatory to it, including, but not limited to, any future client of the HRPDO.
- C. This Agreement represents the entire agreement of the parties. This Agreement subsumes all prior agreements, whether written or oral.
- D. This Agreement may not be modified except through a written agreement that is signed and adopted by all of the Counties.
- E. Nothing in this Agreement creates a partnership or joint venture between any of the Counties, and it does not appoint any County as an agent of any other County.
- F. In case one or more provisions of this Agreement are found to be illegal, invalid, or unenforceable, that provision shall be deemed struck from the Agreement, and the Agreement shall be construed and shall operate to the extent practicable, without regard to the struck provision.

[The remainder of this page is left intentionally blank]

INTERLOCAL AGREEMENT FOR THE ESTABLISHMENT OF THE HIGH PLAINS REGIONAL PUBLIC DEFENDER'S OFFICE

WHEREAS, the County and District Courts located in Bailey, Briscoe, Castro, Cochran, Dickens, Floyd, Hale, Hockley, Motley, Parmer, Swisher, Terry, and Yoakum Counties of Texas have experienced a problem in finding qualified, quality attorneys who are willing to accept the position of court-appointed counsel for indigent defendants in misdemeanor and felony criminal cases in those Courts;

AND WHEREAS, the administration of justice, as well as the constitutional, orderly, and effective operation of the criminal justice system requires the availability of qualified, quality attorneys to represent indigent defendants in misdemeanor and felony criminal cases in those Courts;

AND WHEREAS, Article 26.044 of the Texas Code of Criminal Procedure grants counties the authority to establish public defender offices in individual counties and regional public defender offices in two or more counties;

AND WHEREAS, Hale County, on behalf of itself and the other twelve counties listed above, has applied for and received grant funding from the Texas Indigent Defense Commission ("TIDC") for use in establishing and operating a regional public defender's office;

AND WHEREAS, that regional public defender's office shall bear the name High Plains Regional Public Defender's Office;

AND WHEREAS, the thirteen listed counties have the authority to enter this Agreement under Article 26.044 of the Texas Code of Criminal Procedure and Chapter 791 of the Texas Government Code;

AND WHEREAS, the thirteen listed counties, by and through their commissioners courts and the undersigned county judges, find that this Agreement will serve a public purpose;

BE IT THEREFORE AGREED AS FOLLOWS:

1. ***Establishment of High Plains Regional Public Defender's Office and Oversight Board***
 - A. The counties of Bailey, Briscoe, Castro, Cochran, Dickens, Floyd, Hale, Hockley, Motley, Parmer, Swisher, Terry, and Yoakum (each individually, "County;" collectively, "the Counties") hereby establish the High Plains Regional Public Defender's Office ("HPRPDO") as permitted by Article 26.044 of the Texas Code of Criminal Procedure.
 - B. The Counties establish the Oversight Board ("the Board") for HPRPDO as set forth in the Oversight Plan attached hereto as Exhibit A and incorporated by reference herein. The Board shall have the duties and obligations described in Exhibit A.
 - C. HPRPDO shall handle 85% of the misdemeanor, felony, and juvenile justice cases, including any

appeals filed in those cases, that arise within the Counties and that involve indigent defendants or respondents.

- D. The staff of HPRPDO will comprise, at a minimum: a Chief Defender attorney; ten staff attorneys; two investigators; two social workers; two support staff members; one office manager; and one additional support staff member devoted to IT support.
 - E. HPRPDO will have a primary office located in Hale County and a satellite office in either Bailey or Terry County, as determined by the Board.
- 2. *Term of Agreement; Non-Appropriation of Funds; Withdrawal by County***
- A. This Agreement shall become effective as of DATE, and it will continue in effect through DATE (“first expiration date”). Thereafter, the Agreement will renew automatically for another one-year term, from DATE to DATE, unless a County withdraws in writing upon the first expiration date or as provided further below.
 - B. The Counties intend for all payments made by a County under this Agreement to come out of revenue then currently-available to the County. Any County may terminate and withdraw from the Agreement without incurring any liability—other than to pay for previously rendered services—if the County’s commissioners court fails to appropriate sufficient funds from its currently-available revenue to discharge the County’s obligations under this Agreement. The County’s participation in the Agreement shall end on the last day of the fiscal year for which appropriation was made or when the appropriation made in a fiscal year is fully spent. Under no circumstances do any of the parties intend for this Agreement to constitute a debt under the Texas Constitution.
 - C.
 - i. A County may voluntarily withdraw from participation in this Agreement upon an affirmative decision by its commissioners court to withdraw and giving 90 days’ notice in writing to the HPRPDO. In that event, withdrawal shall become effective on the day following the expiration of the 90-day notice period.
 - ii. A County shall be deemed as having involuntarily withdrawn from participation in this Agreement upon the County’s failure to pay any payment due by the date due and 30 days after receiving written notice of non-payment from the HPRPDO.
 - iii. In the event of a withdrawal under 2(C)(i) or (ii), if the HPRPDO is still representing any individual following its appointment to representation under this Agreement, the withdrawing County shall be liable for timely payment of \$200.00 per hour for all legal services provided by HPRPDO to that individual between the date of withdrawal and the conclusion of the representation. HPRPDO will bill the withdrawing County for any fees incurred under this subsection on a monthly basis until the conclusion of the representation, and the withdrawing County will remit payment to HPRPDO by the 31st day following the receipt of the bill.

3. *Appointment of Hale County as Fiscal Agent*

- A. The Counties hereby appoint Hale County as the fiscal agent to receive and to disburse funds under this Agreement, including all grant funds and funds paid by the Counties for participation in this Agreement.
- B. Hale County shall establish the HRPDO as a Department within Hale County for budgeting purposes, as well as for purposes of the receipt and disbursement of funds according to the budget of the HRPDO.
- C. Hale County shall segregate all funds received by it under this Agreement, and they will be held and remain solely obligated to the funding of the HRPDO. All funds received and held under this Agreement will be subject to management by the Chief Public Defender, with auditing oversight by the Hale County Auditor's Office.
- D. Any County to the Agreement, upon request, may view the books and accounts of the HRPDO. Any audit of the HRPDO, other than by the Hale County Auditor or any outside auditor hired by Hale County to conduct an audit of Hale County's finances, will occur at the sole cost and expense of the County who requests it.

4. *Duties of the HRPDO*

- A. The HRPDO shall provide representation to indigent individuals charged by the State in all felony, misdemeanor, and juvenile cases filed in a district or county court in one of the Counties during the term of this Agreement. The HRPDO shall also provide representation for the appeal of any appealable order or judgment rendered in those cases.
- B. The HRPDO shall engage in representation of indigent individuals only upon appointment to that representation by a court in one of the Counties competent to make such appointment. All participant Counties shall amend their procedures for appointment of counsel, as adopted pursuant to Article 26.04 of the Texas Code of Criminal Procedure, to ensure the preferential appointment of HRPDO to the cases of indigent individuals in each County.
- C. HRPDO, in its representation of any individual under this Agreement, shall exercise independent and reasonable judgment and discretion pursuant to each of its individual attorneys' professional judgment and training.
- D. HRPDO's attorneys shall abide by all requirements of the Texas Disciplinary Rules of Professional Conduct; the Texas Code of Criminal Procedure; the Texas Rules of Civil Procedure; the Texas Rules of Appellate Procedure, and all other statutes, regulations, or caselaw applicable to the practice of law in the State of Texas.
- E. HRPDO's attorneys shall adhere as much as reasonably possible to the following objectives in their practice:
 - i. to contact new clients within 24 hours of appointment to representation;

- ii. to schedule an initial appointment with each client within 48 hours of appointment to representation, if practicable;
 - iii. to seek release of clients who cannot afford bail as set; to attempt to reduce pretrial incarceration to the greatest extent possible;
 - iv. to attend all scheduled court appearances;
 - v. to follow TIDC caseload guidelines; and
 - vi. to work with all HPRPDO staff, including caseworkers and investigators, to ensure as effective, thorough, and efficient representation of each client as reasonably possible, consistent with the competent and ethical practice of law.
- F. The Board will develop a job description for the position of Chief Defender; will take applications for the position; and will interview and select the best candidate for the position.
- G. The Chief Defender shall manage the day-to-day operation of the HPRPDO and shall be responsible for hiring all other positions in the HPRPDO. The Chief Defender will develop and manage the budget of the HPRPDO, subject to this Agreement, the receipt of any outside funding, and subsequent appropriations from the Counties. The Chief Defender will work with the Hale County Auditor's Office with regard to the receipt and disbursement of funds and will make all required reports to either the Auditor or any agency or entity that provides outside funding to the HPRPDO.
- H. The HPRPDO, by and through its Chief Defender and as supervised by the Board, will have the sole obligation and authority to employ, direct, control, supervised, manage, discharge, and compensate its employees. For purposes of insurance coverage, workers compensation, salary disbursement and payroll withholding, and fringe benefits, the employees of HPRPDO will be counted as employees of Hale County.
- I. The HPRPDO will purchase appropriate and effective case management software in order to assist in the orderly maintenance of case files and other information.
- J. The Chief Defender will submit an annual report to the commissioners court of each County that will detail the general receipt and disbursement of funds (income and expense only), the number of cases handled, including the number disposed during the year, and any other relevant statistical information used to measure the effectiveness and success of the HPRPDO.

5. ***Funding***

- A. The Chief Defender, with approval of the Board, will establish the annual budget of the HPRPDO. The Chief Defender will transmit the proposed annual budget to each County's county judge.
- B. The Chief Defender will also include a revenue projection, including any expected or awarded

grant amounts, and the Chief Defender will calculate the revenue amount necessary to fully fund the annual budget after receipt of any grant funds ("full funding amount").

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Terry	12,538	10.36
Yoakum	8,773	7.25

- D. Hale County will submit an invoice to each County for its proportionate share on or before DATE. Counties will remit payment of their respective proportionate shares on or before DATE.
- E. Counties will remain responsible for the cost of appointing or hiring of any expert witness in any particular case handled by HPRPDO as they would be in a case in which an non-HPRPDO attorney was appointed to represent an indigent individual.

6. Miscellaneous Provisions

- A. Nothing herein shall waive or alter the immunity from suit or liability enjoyed by the Counties, their officers, employees, or agents. The Counties do not intend to make any waiver of sovereign, official, or any other sort of immunity.

- B. This Agreement does not create any rights of any sort for any party or entity that is not a signatory to it, including, but not limited to, any future client of the HRPDO.
- C. This Agreement represents the entire agreement of the parties. This Agreement subsumes all prior agreements, whether written or oral.
- D. This Agreement may not be modified except through a written agreement that is signed and adopted by all of the Counties.
- E. Nothing in this Agreement creates a partnership or joint venture between any of the Counties, and it does not appoint any County as an agent of any other County.
- F. In case one or more provisions of this Agreement are found to be illegal, invalid, or unenforceable, that provision shall be deemed struck from the Agreement, and the Agreement shall be construed and shall operate to the extent practicable, without regard to the struck provision.

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BAILEY COUNTY, TEXAS

DocuSigned by:
By: Basil Nash
COUNTY JUDGE Basil Nash
Date: 10/16/2023

HALE COUNTY, TEXAS

DocuSigned by:
By: David Mull
COUNTY JUDGE David Mull
Date: 10/25/2023

BRISCOE COUNTY, TEXAS

DocuSigned by:
By: Rank Cogdell
COUNTY JUDGE Rank Cogdell
Date: 10/11/2023

HOCKLEY COUNTY, TEXAS

DocuSigned by:
By: Sharla Baldrige
COUNTY JUDGE Sharla Baldrige
Date: 10/26/2023

CASTRO COUNTY, TEXAS

DocuSigned by:
By: Mandy Gfeller
COUNTY JUDGE Mandy Gfeller
Date: 9/25/2023

MOTLEY COUNTY, TEXAS

DocuSigned by:
By: James Meador
COUNTY JUDGE James Meador
Date: 9/25/2023

COCHRAN COUNTY, TEXAS

DocuSigned by:
By: Pat Sabala Henry
COUNTY JUDGE Pat Sabala Henry
Date: 10/25/2023

PARMER COUNTY, TEXAS

DocuSigned by:
By: Kathryn Gurley
COUNTY JUDGE Kathryn Gurley
Date: 9/22/2023

DICKENS COUNTY, TEXAS

DocuSigned by:
By: Kevin Brendle
COUNTY JUDGE Kevin Brendle
Date: 10/11/2023

SWISHER COUNTY, TEXAS

DocuSigned by:
By: Harold Keeter
COUNTY JUDGE Harold Keeter
Date: 10/25/2023

FLOYD COUNTY, TEXAS

DocuSigned by:
By: Marty Lucke
COUNTY JUDGE Marty Lucke
Date: 10/10/2023

TERRY COUNTY, TEXAS

DocuSigned by:
By: Tony Serbantez
COUNTY JUDGE Tony Serbantez
Date: 9/21/2023

YOAKUM COUNTY, TEXAS

DocuSigned by:
By: Michael C. Ybarra
COUNTY JUDGE Michael C. Ybarra
Date: 9/26/2023

EXHIBIT A
HIGH PLAINS REGIONAL PUBLIC DEFENDER'S OFFICE
OVERSIGHT PLAN

A. OVERSIGHT BOARD—COMPOSITION

1. The Oversight Board ("the Board") for the High Plains Regional Public Defender's Office ("HPRPDO") shall consist of 11 members, chosen as follows:
 - a. A county commissioner, selected by the commissioners courts of Bailey and Parmer Counties;
 - b. A county commissioner, selected by the commissioners courts of Briscoe, Dickens, Floyd, and Motley Counties;
 - c. A county commissioner, selected by the commissioners courts of Castro, Hale, and Swisher Counties;
 - d. A county commissioner, selected by the commissioners courts of Cochran and Hockley Counties;
 - e. A county commissioner, selected by the commissioners courts of Terry and Yoakum Counties;
 - f. A private attorney with criminal law experience, who does not receive appointment as counsel for indigent defendants in any of the thirteen counties served by the HPRPDO, selected by the Board;
 - g. A law professor who focuses on criminal law, selected by the Dean of the Texas Tech University School of Law;
 - h. A chief public defender or other public defense leader (who is not employed by the HPRPDO), selected by the Executive Director of the Texas Indigent Defense Commission;
 - i. A judge before whom the HPRPDO does not practice, selected by the presiding judge of the 9th Administrative Judicial Region;
 - j. A formerly incarcerated person or a close family member of a formerly incarcerated person, selected by the Board;
 - k. A community leader, selected by the Board.
2. The Hale County Commissioners Court shall confirm all members following the submission of their

names by the persons or entities having authority to appoint them.

3. Members should have knowledge of the criminal justice system. A prosecutor, member of law enforcement, probation officer, judge of any court before whom the HPRPDO practices; or attorneys who accept court appointment to represent indigent defendants may not serve on the Board.
4. Members will serve two-year terms, with last six members listed above serving an initial one-year term in order to stagger representation.

B. BOARD DUTIES

1. The Board shall screen, interview, and recommend a Chief Public Defender. The Board will oversee and guide the Chief Public Defender as necessary. The Board has the authority to remove the Chief Public Defender from his or her position, as necessary.
2. The Board shall provide strategic guidance, review, and approval of all policies of the HPRPDO, including the Plan of Operation required by Article 26.0245(b-1) and (c-1) of the Texas Code of Criminal procedure. The Board shall provide strategic guidance regarding any challenges encountered by the HPRPDO and the long-term stability and sustainability of the HPRPDO.
3. In consultation with the Chief Public Defender, the Board will develop and approve an annual budget for the HPRPDO.
4. The Board may advise the Chief Public Defender regarding hiring decisions, if so requested.
5. The Board will provide general support for the programs and work of the HPRPDO.
6. The Board and its members will have no right or authority to access or to view any privileged or confidential information or material maintained by the HPRPDO in its practice.

C. BOARD MEETINGS

1. The Board shall meet at least quarterly, in person, by video conference, or by any combination of video conference and in-person .
2. A majority of the Board may call a special meeting.
3. Six members of the Board shall constitute a quorum.
4. The Board will elect officers: chair, vice chair, and secretary for a two-year term.
5. Board members will serve a maximum of two, two-year terms.
6. The secretary shall keep a record of attendance and minutes for each meeting, and the Chief Public

Defender will maintain those records.

7. A Board member who cannot attend a meeting may send a representative to express the member's views and interests; provided, however, that the representative may not vote and will not count toward the establishment of a quorum.
8. The person or entities with appointment authority for each Board position, as stated above, will fill any vacancy that occurs in the position.
9. The chair shall set Board agendas and shall preside over each meeting. A Board member may request to add an item to the agenda by submitting a written request at least one week prior to the meeting. The vice chair shall preside in the chair's absence.
10. The Board shall follow all requirements of the Texas Open Meeting Act, Chapter 551 of the Texas Government Code. The Board may satisfy the requirement that a meeting be open to the public by meeting in a place generally open to the public and that has: (a) room to accommodate in Board members in personal attendance; and (b) the technical equipment to allow the public to see and hear any members who attend via video conference.
11. The Chief Public Defender shall provide the Board a written or verbal update regarding the HPRPDO and its work at each quarterly meeting. The Chief Public Defender will provide any information requested by the Board in order to perform its duties.

Motion by Commissioner Graf, second by Commissioner Wisdom, 4 votes yes, 0 votes No, that Commissioners Court approved to transfer a title to a 2019 Ford Pickup back to the integrated Pest management Board. As per Order regarding transfer of 2019 Ford Pickup Truck recorded below.

THE STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

ORDER REGARDING TRANSFER OF 2019 FORD PICKUP TRUCK

The Commissioners' Court of Hockley County has hereby approved AND IT IS SO ORDERED transfer of title of a 2019 Ford pickup back to the Integrated Pest Management Board.

DONE IN OPEN COURT, this 2nd day of October, 2023, upon motion by Commissioner, Seth Graf, seconded by Commissioner, Alan Wisdom and unanimously carried.

Sharla Baldrige
Sharla Baldrige, Hockley County Judge

Alan Wisdom
Alan Wisdom, Commissioner, Pct 1

Larry Carter
Larry Carter, Commissioner, Pct 2

Seth Graf
Seth Graf, Commissioner, Pct 3

Tommy Clevenger
Tommy Clevenger, Commissioner, Pct 4

ATTEST: Jennifer Palermo
Jennifer Palermo, County Clerk,
Ex-Officio Clerk of Commissioners
Court of Hockley County, Texas



August 24, 2005

MEMORANDUM OF AGREEMENT

Between: Hockley County and Hockley/Cochran Unit of Texas Pest Management Association

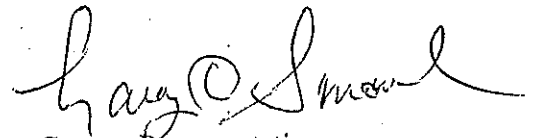
The Hockley/Cochran Unit of Texas Pest Management Association (TPMA) has agreed to provide funds to purchase a vehicle to be used only by the Extension Agent-Integrated Pest Management (IPM) of the Texas Cooperative Extension for Hockley and Cochran counties. The funds will be gifted to Hockley county in the exact amount to purchase a vehicle. Hockley County will then be responsible for purchasing the vehicle. The title of the vehicle will be under the name of Hockley County. This vehicle will have state exempt tags. This vehicle will be included in the fleet liability policy of Hockley County.

Let it be understood that this is the extent of the responsibilities of Hockley County. The Extension Agent-IPM will be responsible for fuel, regular maintenance, and minor repairs under \$500. Major expenditures (\$500 +) will be the responsibility of the Hockley/Cochran Unit of TPMA. These major expenditures could include but not limited to engine repair, transmission repair, body work, and glass replacement. The Hockley/Cochran Unit of TPMA will determine when said vehicle is to be sold or traded for another vehicle. The assets of the vehicle will be controlled by the Hockley/Cochran Unit of TPMA. If the vehicle is sold and residual funds are not used to purchase another vehicle the funds from sale will be payable to Hockley/Cochran Unit of TPMA.

We the undersigned agree to these terms:



Sherri Clements
Chair Person of Hockley/Cochran Unit of TPMA


County Representative

Upon sale of this vehicle, the purchaser must apply for a new title within 30 days unless the vehicle is purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK OF TAB FOR ADDITIONAL INFORMATION.



608009310186400101

HOCKLEY COUNTY
802 HOUSTON STE 103
LEVELLAND, TX 79336

Ins # 131 Only

02M1010



DETACH HERE

Mr. Sanders

TEXAS CERTIFICATE OF TITLE

TEXAS DEPARTMENT OF MOTOR VEHICLES

455767

VEHICLE IDENTIFICATION NUMBER: **1FT7W2B64KEE02572** YEAR MODEL: **2019** MAKE OF VEHICLE: **FORD** BODY STYLE: **PK**

TITLE/DOCUMENT NUMBER: **11020043548095345** DATE TITLE ISSUED: **04/03/2019**

MODEL: **6300** MFG. CAPACITY IN TONS: **1219364** WEIGHT: **1219364** LICENSE NUMBER: **1219364**

PREVIOUS OWNER: **SMITH SOUTH PLAINS FORD LEVELLAND TX** ODOMETER READING: **12**

OWNER: **HOCKLEY COUNTY
802 HOUSTON STE 103
LEVELLAND, TX 79336** REMARK(S): **ACTUAL MILEAGE EXEMPT**

X _____
SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.

DATE OF LIEN	1ST LIENHOLDER	1ST LIEN RELEASED	DATE
NONE			
DATE OF LIEN	2ND LIENHOLDER	2ND LIEN RELEASED	DATE
DATE OF LIEN	3RD LIENHOLDER	3RD LIEN RELEASED	DATE

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.

RIGHTS OF SURVIVORSHIP AGREEMENT
WE, THE MARRIED PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).

FORM 30-C REV. 05/2018 DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION.

Motion by Commissioner Carter, and second by Commissioner Clevenger, 4 votes yes, 0 votes no, that Commissioners Court approved the Continuation Certificate of Stephanie Tienda, Clerk Hockley County Justice of the Peace Precinct 5. As per Continuation Certificate recorded below.



Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 65650755 briefly described as CLERK - JUSTICE OF THE PEACE #5 COUNTY OF HOCKLEY,
 _____,
 for STEPHANIE TIENDA
 _____, as Principal,
 in the sum of \$ FIVE THOUSAND AND NO/100 Dollars, for the term beginning October 04, 2023, and ending October 04, 2025, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 13th day of July, 2023.



WESTERN SURETY COMPANY

By Larry Kasten
 Larry Kasten, Vice President

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

One CLERK - JUSTICE OF THE PEACE #5 COUNTY OF HOCKLEY

bond with bond number 65650755

for STEPHANIE TIENDA

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

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

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

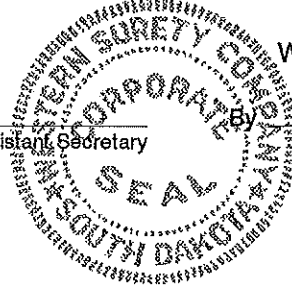
This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Larry Kasten with the corporate seal affixed this 13th day of July, 2023.

ATTEST

L. Bauder
L. Bauder, Assistant Secretary



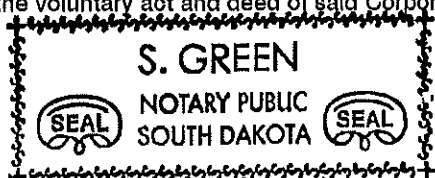
WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } SS

On this 13th day of July, 2023, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder

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



S. Green
Notary Public

My Commission Expires February 12, 2027

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



Figure: 28 TAC 01.601(a)(3)

IMPORTANT NOTICE

1 To obtain information or make a complaint:

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

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

1-800-331-6053

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

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

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

1-800-252-3439

6 You may write the Texas Department of Insurance:

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

7 PREMIUM OR CLAIM DISPUTES:

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

8 ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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

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

1-800-331-6053

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

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

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

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

There being no further business to come before the Court, the Judge declared Court adjourned, subject to call.

The foregoing Minutes of a Commissioner's Court meeting held on the 2nd day of October, A. D. 2023, was examined by me and approved.

Alan Wisdom
Commissioner, Precinct No. 1

[Signature]
Commissioner, Precinct No. 3

[Signature]
Commissioner, Precinct No. 2

[Signature]
Commissioner, Precinct No. 4

Sharla Caldrige
County Judge

Jennifer Palermo
JENNIFER PALERMO, County Clerk, and
Ex-Officio Clerk of Commissioners' Court
Hockley County, Texas

