

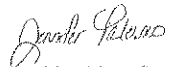
**NOTICE OF MEETING OF THE COMMISSIONERS' COURT OF  
HOCKLEY COUNTY, TEXAS**

Notice is hereby given that a Special Meeting of the above named Commissioners' Court will be held on Tuesday, the 3<sup>rd</sup> day of January, 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:

1. Read for approval the minutes of the Regular Meeting held at 9:00 a.m. on Monday, December 19, 2022.
2. Consider for approval all monthly bills and claims submitted to the Court and dated through January 3, 2023.
3. Hear the monthly and annual Public Assistance report.
4. Consider and take necessary action to accept donation of \$6,500 from Occidental Petroleum Corporation to the Hockley County Sheriff's Office for the purchase of equipment.
5. Consider and take necessary action to approve Interagency Memorandum of Understanding between the Children's Advocacy Center of the South Plains and Hockley County for the Multidisciplinary Team, which is tabled item number 7 from a previous agenda dated December 19, 2022.
6. Discussion and potential action to approve the South Plains Region (Texas State Planning Region 2) Mutual Aid Agreement and Resolution.
7. Consider and take necessary action to approve the 2023 Notary Public Errors and Omissions Group Policy.
8. Consider and take necessary action to approve Ad Valorem tax refunds.
9. Consider and take necessary action to approve the following:

FILED FOR RECORD  
AT \_\_\_\_\_ O'CLOCK \_\_\_\_ M.

DEC 29 2022



County Clerk, Hockley County, Texas

- A. Sharla Baldrige, County Judge - Official Bond and Oath
- B. Larry Carter, Commissioner, Precinct 2 - Official Bond and Oath
- C. Thomas "Tommy" Clevenger, Commissioner, Precinct 4 - Official Bond and Oath
- D. Jennifer Palermo, County Clerk - Official Bond and Oath
- E. Kelli Martin, Treasurer - Official Bond and Oath
- F. Oralie Gutierrez, District Clerk - Official Bond and Oath
- G. Jerry Mike Richardson, JP #2 - Official Bond and Oath
- H. Larry Wood, JP #4 - Official Bond and Oath
- I. Christopher Derek Lawless, JP #5 - Official Bond and Oath
- J. Juanita Salazar, Deputy County Clerk - Continuation Certificate for Bond
- K. Maggie Rodriguez - Deputy District Clerk - Continuation Certificate for Bond

10. Update from District Attorney concerning status on the Capital Murder Grant Application.
11. Discussion and potential action concerning District Attorney's request for use of \$250,000 in ARPA funding to retain one expert.

**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 29<sup>th</sup> day of December, 2022, and said Notice remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 29<sup>th</sup> day of December, 2022.

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

SPECIAL MEETING

JANUARY 3, 2023

Be it remembered that on this the 3rd day of JANUARU A.D. 2023, there came on to be held a Special Meeting of the Commissioners Court, and the court having convened in Special 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 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 the Minutes of a Regular Meeting of the Commissioner's Court, held on December 19, 2022, at 9:00 a.m., be approved and stand as read.

Motion by Commissioner Wisdom, second by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that all monthly claims and bills submitted to the court and dated through January 3, 2023, A.D. be approved and stand as read.

Hear the monthly and annual Public Assistance report for December 2022.

# HOCKLEY COUNTY PUBLIC ASSISTANCE

## DISPOSITIONS OF APPLICATIONS & REQUEST FOR PAYMENT

**DECEMBER 2022**

Hockley County Public Assistance Administrator, Cara Phelan presents the following requests for financial assistance to the Hockley County Commissioner's Court. Payment is recommended to applicants found to be eligible based on the Public Assistance Guidelines.

<b>SUMMARY OF PUBLIC ASSISTANCE REQUESTS</b>				
<b>APPLICANT'S NAME</b>	<b>CITY</b>	<b>ASSISTANCE REQUEST</b>	<b>ELIGIBLE/ INELIGIBLE</b>	<b>AMOUNT APPROVED</b>
Carranza, Richard	Levelland	RENT	ELIGIIBLE	150.00
Garcia, Sadie	Levelland	ELECT	ELIGIIBLE	75.00
Hensley, Stephanie	Levelland	RENT	ELIGIIBLE	150.00
Rivas, Frances	Levelland	RENT	ELIGIIBLE	150.00
Salas, Felix	Levelland	RENT	ELIGIIBLE	150.00
Sanchez, Jazmin	Levelland	RENT	ELIGIIBLE	150.00
Sandovall, Lisa	Levelland	ELECT	ELIGIIBLE	75.00
Vestal, Colleen	Levelland	RENT	ELIGIIBLE	141.00
<b>TOTAL PUBLIC ASSISTANCE APPROVED</b>				<b>\$1041.00</b>

<b>PAUPER BURIAL APPLICATIONS</b>			
<b>APPLICANT / DECEASED</b>	<b>PHYSICAL ADDRESS</b>	<b>CITY</b>	<b>AMOUNT</b>

Respectfully Submitted to:  
Hockley County Commissioners Court  
Tuesday, January 3, 2023  
Hockley County Public Assistance Administrator

*Cara Phelan*

**2022 HOCKLEY COUNTY PUBLIC ASSISTANCE SUMMARY**

DATE	APPLICANT	#SERVED	ACTUAL \$	SHELTER	ELECTRIC	GAS	PROPANE
JAN	Ashley Hernandez	4	\$ 75.00		\$ 75.00		
	Virginia Flores	1	\$ 150.00	\$ 150.00			
	Fedrico Lopez	5	\$ 75.00		\$ 75.00		
	Ruben Bantu	1	\$ 65.00				\$ 65.00
	Eva Ojeda	1	\$ 75.00			\$ 75.00	
	Martina Martinez	1	\$ 75.00		\$ 75.00		
	Kay Golihtly	1	\$ 75.00		\$ 75.00		
	Kandia Canaday	5	\$ 150.00	\$ 150.00			
	Patricia Schueman	1	\$ 75.00		\$ 75.00		
JAN TTL		20	\$ 815.00	\$ 300.00	\$ 375.00	\$ 75.00	\$ 65.00
YTD TTL			\$ 815.00	\$ 300.00	\$ 375.00	\$ 75.00	\$ 65.00
FEB	Crystal Cruise	3	\$ 150.00	\$ 150.00			
	Sylvia Delgado	1	\$ 75.00		\$ 75.00		
	Jennifer Bush	3	\$ 75.00		\$ 75.00		
	Jesus Delgado	1	\$ 75.00		\$ 75.00		
FEB TTL		8	\$ 375.00	\$ 150.00	\$ 225.00	\$ -	\$ -
YTD TTL		28	\$ 1,190.00	\$ 450.00	\$ 600.00	\$ 75.00	\$ 65.00
MAR	Ruben Hernandez	1	\$ 150.00	\$ 150.00			
	Martina Martinez	1	\$ 109.19		\$ 75.00		
	Lezlie Stegall	1	\$ 150.00	\$ 150.00			
	James Mapp	2	\$ 75.00		\$ 75.00		
	Michelle Rodriguez	5	\$ 75.00		\$ 75.00		
	George Gross	1	\$ 150.00	\$ 150.00			
	Malik Serna	2	\$ 150.00	\$ 150.00			
MAR TTL		13	\$ 859.19	\$ 600.00	\$ 225.00	\$ -	\$ -
YTD TTL		41	\$ 2,049.19	\$ 1,050.00	\$ 825.00	\$ 75.00	\$ 65.00
APR	Micky Gavina	1	\$ 75.00		\$ 75.00		
	Becky Green	1	\$ 150.00	\$ 150.00			
	Anita Pompa	1	\$ 54.94		\$ 54.94		
	Jennifer Bush	3	\$ 75.00		\$ 75.00		
	Irvina White	1	\$ 75.00			\$ 75.00	
APR TTL		7	\$ 429.94	\$ 150.00	\$ 204.94	\$ 75.00	
YTD TTL		48	\$ 2,479.13	\$ 1,200.00	\$ 1,029.94	\$ 150.00	\$ 65.00



Motion by Commissioner Carter, second by Commissioner Graf, 4 votes yes, 0 votes No, that Commissioners Court approved the donation of \$6,500.00 from Occidental Petroleum Corporation to the Hockley County Sheriff's Office for the purchase of equipment. As per Order to Approve Donation recorded below.

**THE STATE OF TEXAS**

**COMMISSIONERS' COURT**

**COUNTY OF HOCKLEY**

**HOCKLEY COUNTY, TEXAS**

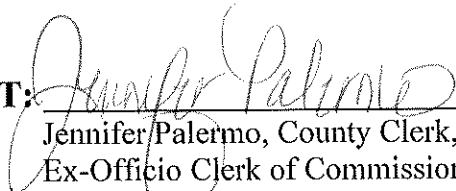
**ORDER TO APPROVE DONATION**

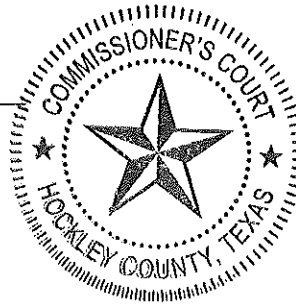
**It is the order of the Commissioners' Court of Hockley County** that the \$6,500 donation given by Oxy to the Hockley County Sheriff's Office for the purchase of equipment is hereby approved.

**DONE IN OPEN COURT**, this the 3<sup>rd</sup> day of January, 2023, upon motion by Commissioner, Larry Carter, seconded by Commissioner, Seth Graf.

  
\_\_\_\_\_  
Sharla Baldrige, Hockley County Judge

**ATTEST:**

  
\_\_\_\_\_  
Jennifer Palermo, County Clerk,  
Ex-Officio Clerk of Commissioners  
Court of Hockley County, Texas







November 30, 2022

**Ray Scifres**

**Sheriff**  
**Hockley County Sheriff's Office**  
1310 Ave. H  
Levelland, TX 79336

Dear Sheriff Scifres,

We are pleased to enclose Oxy's check to the Hockley County Sheriff's Office in the amount of \$6,500. It is our intent that these unrestricted funds be used to purchase DSLR camera, evidence collection supplies and processing equipment.

Should you have any questions, please do not hesitate to contact me at 713.552.8577.

Sincerely,

*Shelly Williams*

**Shelly Williams, PHR**  
SENIOR COMMUNITY RELATIONS ADVISOR  
COMMUNITY RELATIONS AND EMPLOYEE ENGAGEMENT

PAYMENT DOCUMENT

2000036240



Occidental Petroleum Corporation  
P.O. Box 2647  
Houston, TX 77252-2647

HOCKLEY COUNTY  
1310 AVE H  
SHERIFFS OFFICE  
LEVELLAND TX 79336

DATE
12/13/2022

CHECK NO.
010003556

40014666

DATE	INVOICE/CREDIT MEMO	COMPANY CODE	PO NUMBER	DISCOUNT	NET
11/23/2022 CHARITABLE	400146661222 CONTRIBUTION	0100			6,500.00
THE ATTACHED CHECK IS IN PAYMENT FOR ITEMS DESCRIBED ABOVE				TOTAL >	\$6,500.00



Occidental Petroleum Corporation  
P.O. Box 2647  
Houston, TX 77252-2647

JPMorgan Chase Bank, N.A.  
Syracuse, NY

60-937  
213

CHECK NO.

100003556

EXACTLY Six thousand five hundred and 00/100 Dollars

DATE  
13-Dec-22

US DOLLARS

CHECK AMOUNT  
\*\*\*\*\*\$6,500.00

PAY TO THE ORDER OF:  
HOCKLEY COUNTY  
1310 AVE H  
SHERIFFS OFFICE  
LEVELLAND TX 79336

AUTHORIZED SIGNATURE

Void after 90 days



⑈0100003556⑈ ⑈021309379⑈ 6301506410509⑈



**Occidental Petroleum Corporation**  
**Corporate Accounting Services**  
**5 Greenway Plaza, Ste. 110**  
**Houston, TX 77046**

To: HOCKLEY COUNTY  
 From: Melinda Muenster

December 13, 2022

**Subject: Substantiation and Disclosure of Charitable Contributions**

Please complete the following form to confirm that you have received our donation and return by 12/28/2022

**Occidental Petroleum Corporation**  
**Attn: Melinda Muenster**  
**5 Greenway Plaza, 12<sup>th</sup> Floor**  
**Houston, Texas 77046**  
**Telephone: 713-599-4161**  
**Fax: 713-513-6607**  
**E-mail: Melinda\_Muenster@oxy.com**

I hereby certify that a donation in the amount of \$ 6500.00 on 1-3-2023  
Amount Date  
 was received by HOCKLEY COUNTY Tax ID # 75-6001001

Fair market value of goods and services provided by your organization (event tickets, dinner, tournament Fees, advertising, etc.) \$ \_\_\_\_\_

Is this donation being used for lobbying or political activity  Yes  No **Please Check One**

If yes, please indicate the portion of the donation. \$ \_\_\_\_\_

Internal Revenue Tax Exemption Code  501(C)(3)  170(C)  None **Please Check One**

If your organization is tax exempted within the above codes and is a new donee this year, please attach your IRS exempt status form.

Sharla Baldrige County Judge 806-894-6856  
Authorized Signature Title Phone Number  
Sharla Baldrige 802 Houston St, Ste 101  
Print Full Name Address  
Levelland TX 79336  
City State Zip

Motion by Commissioner Wisdom, second by Commissioner Clevenger, 4 votes yes, 0 votes no, that commissioner's court approved the Interagency Memorandum of Understanding between the Children's Advocacy Center of the South Plains and Hockley County for the Multidisciplinary Team, which is tabled item 7 from a previous agenda dated December 19, 2022. As per Resolution 2023-1 recorded below.

## HOCKLEY/COCHRAN COUNTY INTERAGENCY MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement" or "MOU") is entered into by and between the Hockley/Cochran County District Attorney's Office, Hockley County Attorney, the Levelland, Sundown and Anton Police Departments, the Cochran and Hockley County Sheriff Offices, the Children's Advocacy Center of the South Plains (CACSP), the Texas Department of Family and Protective Services, the Health and Human Services Commission, the TTUHSC C.A.R.E. Clinic, the Forensic Nurse Staffing of West Texas group, and the LUBBOCK RAPE CRISIS CENTER – d.b.a. Voice of Hope, each a "Participating Agency" and collectively the "Multidisciplinary Team" or the "Parties". The purpose of this Agreement is to set forth the duties and obligations of the Parties.

### **I. LEGAL AUTHORITY**

This Agreement is authorized by and in compliance with the provisions of Texas Family Code, Section 264.403

### **II. MISSION STATEMENT**

The mission of the Multidisciplinary Team is to effectively protect the children of the community by consolidating the community's investigative, legal, and social services into one collaborative effort. In support of this mission, each Participating Agency agrees to cooperate pursuing the following goals:

1. Minimizing revictimization of alleged abuse and neglect victims and nonoffending family members through the investigation, assessment, intervention, and prosecution process; and
2. Maintaining a cooperative team approach to facilitate successful outcomes in the criminal justice and child protection systems through shared fact-finding and strong, collaborative case development.

The Multidisciplinary Team recognizes that one of the primary tools to be utilized in the achievement of the aforementioned goals will be reports generated by the Department of Family and Protective Services (DFPS). The reports are received by the DFPS, Law Enforcement and CACSP. Partner Agencies recognize CACSP's role is to receive, review, and track the reports relating to the suspected abuse or neglect of a child or the death of a child from abuse or neglect and identify those cases that meet the case acceptance criteria outlined in the Multidisciplinary Team Working Protocols, attached hereto as Attachment A. The CACSP shall coordinate the activities of the Participating Agencies relating to abuse and neglect investigations and delivery of services to alleged abuse and neglect victims and their families.

In addition, the Multidisciplinary Team understands that the duties prescribed to the CACSP do not relieve a Participating Agency of its duty to investigate a report of abuse or neglect as required by law. This MOU shall not be construed to change, reduce, or expand the authority or jurisdiction of the CACSP or any Participating Agency as it relates to initiating and conducting investigations, assessments, and/or interventions.

### **III. THE MULTIDISCIPLINARY TEAM**

The Multidisciplinary Team recognizes that the best interest of the children is served when investigations and services are coordinated and when agencies collaborate in a way that is mutually supportive. Each Participating Agency accepts and supports the value of the role and contribution of every other agency and agrees to support the collaborative effort. This includes the commitment of resources to the Multidisciplinary Team and the sharing of information to the extent allowed by law

### **IV. TERM OF THE MOU**

This MOU is effective on the signature date of the latter of the Participating Agency to sign this MOU. This MOU will remain in effect for three (3) years from the effective date. There are no extension options.

All Participating Agencies commit to a routine evaluation of the collaborative effort.

This Agreement must be re-executed at least every three (3) years, on a significant change to the Agreement, or on a change of authorized signatory of a Participating Agency. The Parties agree to provide written notice to the other Parties if it determines that there is a material change in the Agreement.

### **V. BUDGET**

There is no funding associated with this MOU.

### **VI. GENERAL TERMS**

- A. This MOU may be amended or modified by the consent of all Parties at any time during its term. Amendments to this MOU must be in writing and signed by all Participating Agencies.
- B. The Parties shall comply with all applicable federal and state statutes, rules, and regulations as these statutes, rules, and regulations currently exist and as amended throughout the term of this MOU.
- C. This MOU may be terminated by any Participating Agency without cause upon thirty (30) days written notice to the signatory of each Participating Agency.

- D. The Participating Agencies shall not discriminate against any person in the delivery of services on the basis of race, color, national origin, religion, sex, disability, or age. The Participating Agencies shall take reasonable steps to communicate with and provide meaningful access to services to persons with limited English proficiency and persons with disabilities.
- E. Upon termination of all or part of this MOU, the Parties will be discharged from any further obligation created under the applicable terms of this MOU except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination. All confidentiality requirements survive termination or expiration of this MOU.
- F. The Parties agree there is nothing in this MOU that is meant to be a waiver by any state governmental agency or the State of Texas of any immunities from suit or from liability that each state governmental agency or the State of Texas may have by operation of law.
- G. A member of the Multidisciplinary Team, a Board member, staff member, or volunteer of the CACSP is not liable for civil damages for a recommendation made or an opinion rendered in good faith while acting in the official scope of the person's duties. The limitation on civil liability does not apply if a person's actions constitute gross negligence.
- H. This Agreement may be executed in any number of counterparts, each of which will be an original, and all of such counterparts will together constitute but one and the same agreement.
- I. This document and the Multidisciplinary Team Working Protocols constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into this Agreement will be harmonized with this Agreement to the extent possible.

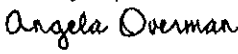
## **VII. ATTACHMENTS**

### **Attachment A – Multidisciplinary Team Working Protocols**

By signing below, the Participating Agency acknowledges that it has read the MOU and agrees to its terms, and that the person whose signature appears below has the requisite authority to execute this MOU on behalf of the named Participating Agency.

***SIGNATURE PAGES FOLLOW***

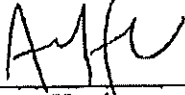
FOR HOCKLEY COUNTY DISTRICT ATTORNEY:

DocuSigned by:  
  
4F013050467848C  
\_\_\_\_\_  
Angela Overman  
Hockley/Cochran County District Attorney

11/10/2022  
\_\_\_\_\_  
Date of Signature



FOR HOCKLEY COUNTY ATTORNEY:



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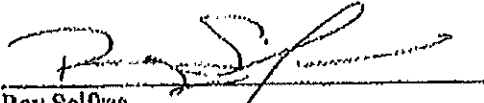
Anna Hord  
Hockley County Attorney

1-5-2023

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Date of Signature

FOR HOCKLEY COUNTY SHERIFF'S OFFICE:

  
\_\_\_\_\_  
Ray Selfres  
Hockley County Sheriff

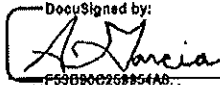
1-9-2003  
Date of Signature

FOR COCHRAN COUNTY SHERIFF' S OFFICE:

DocuSigned by:  
  
A1708801507E1CE  
\_\_\_\_\_  
Jorge De La Cruz  
Cochran County Sheriff

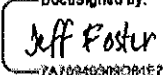
11/15/2022  
\_\_\_\_\_  
Date of Signature

FOR THE CITY OF LEVELLAND POLICE DEPARTMENT:

DocuSigned by:  
  
Albert Garcia  
Levelland Police Department Chief

11/21/2022  
Date of Signature

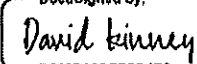
FOR THE CITY OF SUNDOWN POLICE DEPARTMENT:

DocuSigned by:  
  
7A702403030B1E2  
Jeff Foster  
Sundown Police Department Chief

11/10/2022

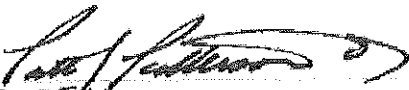
Date of Signature

FOR THE CITY OF ANTON POLICE DEPARTMENT:

DocuSigned by:  
  
David Kinney  
Anton Police Department Chief

11/22/2022  
Date of Signature

FOR THE TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER:

  
.....  
Dr. Patti Patterson  
TTUHSC Director of Child Abuse Pediatrics

11/3/22  
Date of Signature

**FOR THE LUBBOCK RAPE CRISIS CENTER – D.B.A. VOICE OF HOPE:**

DocuSigned by:  
*Kristin Murray*  
FCE005C9E2C7441...

11/22/2022

**Kristin Murray**


**Date of Signature**

**Lubbock Rape Crisis Center – D.B.A. Voice of Hope**

**Executive Director**



FOR THE TEXAS DEPARTMENT OF FAMILY PROTECTIVE SERVICES:

  
Tonya Harmon  
Regional Director  
Texas Department of Family Protective Services - CPI

11-14-22  
Date of Signature

*George Cannata*  
George Cannata  
Regional Director  
Texas Department of Family Protective Services - CPS

11-10-22  
Date of Signature


  
Cody Minze  
District Director  
Texas Department of Family Protective Services APS

Typo text here

11-14-22  
Date of Signature

Vacant  
Child Care Investigator Director  
Texas Department of Family Protective Services

Date of Signature

  
Marshall Davidson  
Regional Director  
Special Investigations

11/17/22  
Date of Signature

**FOR THE HEALTH AND HUMAN SERVICES COMMISSION:**

DocuSigned by:  
  
DE3E08598FE443B

10/27/2022

Michelle Dionne-Vahalik  
Associate Commissioner for Long Term Care Regulation  
Health and Human Services Commission

Date of Signature

FOR FORENSIC NURSE STAFFING OF WEST TEXAS:

Donna Neel

11/3/02

Donna Neel

Date of Signature

Forensic Nurse Staffing of West Texas

FOR THE CHILDREN'S ADVOCACY CENTER:

DocuSigned by:  
Michael Lambert  
021900550018473

11/21/2022

Michael Lambert  
Children's Advocacy Center Board President

Date of Signature



11/21/2022

Derek Danner  
Children's Advocacy Center Executive Director

Date of Signature

## **MULTIDISCIPLINARY TEAM WORKING PROTOCOLS HOCKLEY/COCHRAN COUNTY**

### **I. Children's Advocacy Center of the South Plains, Texas, Inc. Mission Statement**

The mission of the Children's Advocacy Center of the South Plains, Texas, Inc. (CACSP or Center) is to bring together community resources to speed the healing of child victims of abuse and other forms of trauma. In furtherance of this mission, the Center has facilitated a multidisciplinary team response to abuse and neglect allegations and sets forth the role of each participating agency through adoption of these Working Protocol.

The mission of the Hockley/Cochran County Multidisciplinary Team is to more effectively protect the children of the service area by consolidating the community investigative, legal, and social services provided by the Hockley/Cochran County District Attorney's Office, the Hockley County Attorney, the Levelland Police Department, the Sundown Police Department, the Anton Police Department, the Hockley and Cochran County Sheriff's Office, the Texas Tech University C.A.R.E. clinic, the Lubbock Rape Crisis Center-dba Voice of Hope, the Forensic Nurse Staffing of West Texas group, the CACSP, and the Texas Department of Family and Protective Services and the Health and Human Services Commission into one collaborative effort.

The South Plains service area consists of the following counties: Lubbock, Hockley/Cochran, Hockley/Cochran, Cochran, Dickens, Hockley/Cochran, Garza, Lynn, Hockley, King, Lamb, Motley, Terry, Hockley/Cochran, and Yoakum.

### **II. Multidisciplinary Team (MDT) Members**

The Multidisciplinary Team members for Hockley/Cochran County include the following participating agencies: Hockley/Cochran County District Attorney's office, the Hockley County Attorney, the Levelland Police Department, the Sundown Police Department, the Anton Police Department, the Hockley and Cochran County Sheriff's Office, the Texas Tech University C.A.R.E. clinic, the Forensic Nurse Staffing of West Texas group, the Lubbock Rape Crisis Center-dba Voice of Hope, the CACSP, the Texas Department of Family and Protective Services, and the Health and Human Services Commission.

### **III. MDT Member Roles and Responsibilities**

#### **A. Hockley County Attorney and Hockley/Cochran District Attorney's office:**

- Hockley County Attorney represents the Texas Department of Family and Protective Services in civil cases regarding child abuse and neglect
- Hockley/Cochran District Attorney represents the Texas Department of Family and Protective Services in criminal cases involving child abuse and neglect
- Assists with all aspects of criminal investigations of child abuse
- Assists with grand jury subpoenas, search warrants, and decisions on filing charges
- Reviews all criminal child abuse cases for presentation to the grand jury, closure, or return for further investigation
- Prosecutes all criminal cases of physical abuse, sexual abuse, and neglect of a child
- Collaborates with other MDT members in child abuse investigations
- Attends MDT case review meetings
- Presents pertinent case information at MDT case review meetings

#### **B. City of Levelland, Sundown, and Anton-Police Departments**

- Investigates all criminal cases of physical abuse and neglect of children who are 17 years of age and younger and sexual abuse of children younger than 17 in the cities of Levelland, Sundown and Anton Texas.
- Makes referrals to CACSP that meet the target population defined in this document
- If a sexual assault is reported within 120 hours after the assault, the department shall request a forensic medical examination. If reported after the 120 hours, the department shall request a medical examination at the C.A.R.E. Center.
- Gathers and preserves investigation evidence to ensure a prosecutable criminal case
- Interviews and takes statements of witnesses and suspects
- Preserves crime scenes
- Prepares and executes search and arrest warrants
- Collaborates with other MDT members in child abuse investigations
- Attends MDT case review meetings
- Presents pertinent case information at MDT case review meeting

### **C. Hockley and Cochran County Sheriff's Offices**

- Investigates all criminal cases of physical abuse and neglect of children who are 16 years of age and younger and sexual abuse of children younger than 17 years of age in Hockley and Cochran Counties
- Makes referrals to CACSP that meet the target population defined in this document
- If a sexual assault is reported within 120 hours after the assault, the department shall request a forensic medical examination. If reported after the 120 hours, the department shall request a medical examination at the C.A.R.E. Center.
- Gathers and preserves investigation evidence to ensure a prosecutable criminal case
- Interviews and takes statements of witnesses and suspects
- Preserves crime scenes
- Prepares and executes search and arrest warrants
- Collaborates with other MDT members in child abuse investigations
- Attends MDT case review meetings
- Presents pertinent case information at MDT case review meetings

### **D. Texas Tech University Health Sciences Center C.A.R.E Clinic**

- Performs forensic sexual abuse exams
- Performs physical abuse/neglect exams
- Review, at a minimum, 50% of "diagnostic" of trauma from sexual abuse have been reviewed by an "advanced medical consultant"
- Collaborates with other MDT members in child abuse investigations
- Attends MDT case review meetings
- Shares exam result information at case review meetings and with other members of the MDT.

### **E. Forensic Nurse Staffing of West Texas group**

- Performs forensic sexual abuse exams of children on acute cases presenting at the local hospital emergency rooms
- Review at a minimum, 50% of "diagnostic" of trauma from sexual abuse have been reviewed by an "advanced medical consultant."
- May perform forensic sexual abuse exams of children on non- acute cases that present at local hospital emergency rooms or make referral to the C.A.R.E. Center.

- Informs and shares information on children's cases with CACSP
- Collaborates with other MDT members in child abuse investigations
- Attends MDT case review meetings
- Shares exam result information at case review meetings and with other members of the MDT

**F. Lubbock Rape Crisis Center – d.b.a. Voice of Hope**

- Accompanies sexual assault victims at local hospital emergency rooms
- Assures that child victims of sexual assault are not interviewed at the hospital
- Gathers information from caregivers and outcry witnesses
- Collaborates with other MDT members in child abuse investigations
- Attends MDT case review meetings and shares pertinent case information on cases seen at Lubbock hospitals

**G. Texas Department of Family and Protective Services (DFPS)**

- Investigates allegations of child/elder/disabled abuse and neglect by parents, relatives, or caretakers
- Makes referrals to CACSP that meet the target population as defined in this document
- The following circumstances require a response by the CACSP and MDT. DFPS must attempt to contact CACSP before making initial contact with a child who is the subject of a report of abuse that:
  - Is made by a professional reporter and:
  - alleges sexual abuse of a child; or
  - is a type of case handled by CACSP according to CACSP's Working Protocol; or
  - Involves a child fatality in which there are surviving children in the deceased child's household or under the supervision of a caregiver involved in the child fatality.
- Assesses and addresses any issues related to the child's protection, including issues of present or future risk of abuse or neglect
- If a sexual assault is reported within 120 hours after the assault, the department shall request a forensic medical examination. If reported after the 120 hours, the department shall request a medical examination at the C.A.R.E. Center.
- If risk is identified, provides services to families and children to reduce the risks and alleviate the effects of abuse and neglect
- Coordinates with community resources, family members, and the courts to address any factors affecting the child's ongoing safety



- Provides a secure, confidential area for forensic interviews as needed (if the victim cannot be transported to the CAC) and a supervisor has given approval for an off-site interview
- Collaborates with other MDT members in child abuse investigations
- Attends MDT case review meetings
- Presents pertinent case information at MDT case review meetings

#### **H. Texas Department of Family and Protective Services – Adult Protective Services in Home Investigations (DFPS-APS)**

- One of the mandates of DFPS - APS In Home Investigations is to investigate allegations of elder and disabled individuals and neglect by parents, relatives, or caretakers to assess and address any issues related to the individual's protection, including issues of present or future risk of abuse or neglect.
- Once risk is identified, services are provided to reduce the risks and to alleviate the effects of abuse and neglect.
- Services range from moderate in-home contact to removal of the adult from the home. Responsibilities include coordinating with outside resources, family members, and the courts to address any changing factors affecting the adult's ongoing safety.
- Provides a secure, confidential area for forensic interviews as needed (if the victim cannot be transported to CACSP and a supervisor has given approval for an off-site interview)
- Collaborates with other MDT members in child abuse investigations
- Attends MDT case review meetings as needed
- Presents pertinent case information at MDT case review meetings

#### **I. Texas Department of Family and Protective Services – Child Care Investigations (DFSP-CCI)**

- One of the mandates of DFPS - CCI is to investigate allegations of abuse and neglect in childcare facilities.
- Collaborates with other MDT members in child abuse investigations
- Attends MDT case review meetings as needed
- Presents pertinent case information at MDT case review meetings

**J. Health and Human Services Commission – Adult Protective Services Provider Investigations**

- Investigates allegations of abuse, neglect, and exploitation of clients receiving services in state operated or contracted settings, or both, that serve adults and children with mental illness or intellectual or developmental disability.
- Collaborates with other MDT members in child abuse investigations
- Attends MDT case reviews as needed

**K. Children’s Advocacy Center of the South Plains, Texas Inc.**

Provides a neutral, child-focused environment that is comfortable, private, and physically and psychologically safe for diverse populations at which an MDT can meet to facilitate the efficient and appropriate disposition of abuse and neglect cases through the civil and criminal justice systems as follows

- At the agency office in Lubbock, Texas or
- Travels to counties with signed agreements and interviews children using the agency’s mobile interviewing equipment, when feasible or
- During inclement weather, when travel is not safe, investigators are asked to transport or schedule for a time when travel is safer or
- CACSP staff ensures the separation of victims and alleged offenders (juvenile offenders)
- Receives and reviews DFPS reports and contacts the appropriate investigative agencies when the intake meets CACSP services criteria
- Collaborates with MDT members to prevent the re-victimization of the child by minimizing the trauma surrounding the interview and reducing the number of times a child must be interviewed
- Facilitates joint investigations and forensic interviews among participating agencies
- Coordinates and facilitates MDT case review meetings on a regular basis
- Assists with MDT training
- Provides case follow-up
- Provides support services for children and families such as family advocacy, assistance with Crime Victim’s Compensation paperwork, referral to social service agencies as needed, and referrals to therapy as needed
- Provides community education regarding child abuse issues
- To request CACSP services/response after normal working hours or on holidays, DFPS or Law Enforcement shall contact the Associate Director (AD) or Executive Director (ED) by their cell phones. The AD and ED shall maintain a current on-call schedule for

CACSP staff. The AD or ED shall immediately contact the on-call staff on behalf of the MDT member that is requesting services.

- The AD or ED will then contact the staff on call that the participating agencies are requesting services.

#### **IV. Target Population**

The target population served by the Hockley/Cochran County Multidisciplinary Team includes:

- Persons with a disability and children between the ages of 0 to 17 involved in reports of suspected sexual or physical abuse or neglect of the child or the death of a child from abuse or neglect.

#### **V. Intake and Case Coordination Process**

- The CACSP's role in reviewing the reports is to review and identify DFPS reports within the case acceptance criteria as defined by this Working Protocol and facilitate CACSP/MDT services related to case investigation, assessment, and intervention.
- In addition, the Multidisciplinary Team understands that the CACSP's access to the DFPS reports shall not be construed to change, reduce, or expand the authority or jurisdiction of the CACSP or MDT member agency as it relates to initiating and conducting investigations, assessments, and/or interventions.
- The CACSP shall review the intake reports daily, Monday through Friday.
- The intake reports are then recorded in the CACSP database as reviewed or referred with case notes.
- Upon determination of the suspected allegations, it will be the responsibility of Law Enforcement investigators and/or DFPS investigators to determine the need for a forensic interview by the CACSP following the criteria in this Working Protocol.
- It is the responsibility of DFPS and/or Law Enforcement to collaborate and make direct referrals when the CACSP does not receive an intake report.
- The *preferred* location is CACSP for forensic interviews at established neutral, child-friendly, safe site in Lubbock County.
- In cases where a DFPS investigator determines that a school visit is most appropriate, a DFPS supervisor must approve.

#### **A. Definitions**

Forensic Interviewers:

- Forensic Interviewers have specialized training equipping them to talk with alleged child victims in a safe environment and in a developmentally appropriate, non-suggestive manner.
- By meeting the informational needs of the various investigative agencies, forensic interviewers can eliminate the need for unnecessarily duplicative interviews by multiple individuals.

- Conduct forensic interviews of children between the ages of 2 to 17 who have made an outcry of sexual or severe physical abuse/neglect
- Conduct forensic interviews of children considered to be at risk for sexual or severe physical abuse/neglect due to reported allegations of abuse for other children
- Conduct forensic interviews of developmentally delayed adults over the age of 17 who are suspected victims of abuse/neglect
- Conduct forensic interviews of children who have been witnesses to abuse/neglect, domestic violence, kidnappings, homicides, suicides
- Conduct forensic interviews of child fatality incidents in which there are surviving children living in the household or under supervision of a caregiver involved in a child fatality
- Presents pertinent case information at MDT case review meetings

#### **B. Forensic Interviews (FI)**

- A developmentally sensitive and legally sound method of gathering factual information regarding allegations of abuse and/or exposure to violence using a semi-structured narrative process.
- This interview is conducted by a competently trained, neutral professional utilizing research and practice-informed techniques as part of a larger investigative process.

#### **C. Subsequent Forensic Interviews**

- An interview to supplement the initial completed forensic interview.
- Based upon a unanimous team decision of the MDT members
- Subsequent interview to be conducted by the same Forensic Interviewer
- Used in cases in which a child makes a disclosure about something but later on discloses additional information. (ex: child discloses fondling at initial FI but later discloses oral sex as well)

#### **D. Multi-Session Forensic Interview (MSFI)**

- One forensic interview completed over multiple sessions for children and cases with special considerations
- Based upon a unanimous team decision of the MDT members
- Suitable for
  - Children with disabilities
  - Children from diverse cultural backgrounds
  - Preschool children
  - Children who have experienced extreme trauma
  - Children who are victims of human trafficking

## **E. Forensic Interview Process**

- Initial DFPS reports of abuse/neglect will go through Law Enforcement and/or DFPS. CACSP shall also receive and review DFPS reports and contact the appropriate investigative agencies when the intake meets CACSP services criteria.
- DFPS and HHSC shall assume responsibility for referring cases in which they are involved that pertain to the target population as defined in this document. Law enforcement agencies shall refer those cases that do not fall under the jurisdiction of DFPS that pertain to the target population as defined in this document.
- Scheduling, Notification of other member agencies
  - The CACSP shall only take appointments for forensic interviews from Law Enforcement and/or DFPS investigators
  - Appointments shall be scheduled via a phone call either to the CACSP office in Lubbock or the Executive Director or Associate Director's cell phone.
  - If investigators cannot get in touch with the SWI Coordinator, Associate Director, a phone call should be made to the Executive Director at the CACSP office or to the E.D.'s cell phone. The E.D. shall then assist in setting up the appointment.
  - Only the SWI Coordinator and Associate Director may schedule forensic interviews. No other CACSP staff has the authority to schedule interviews for the interviewers except for the Executive Director.
  - Cell phone numbers for the Associate Director and Executive Director shall be provided to all investigators.
  - It is the responsibility of the investigator making the forensic interview appointment to notify any other MDT members that could be involved in the investigation about the appointment (i.e.: cases in which DFPS and Law Enforcement will be working simultaneously).
- CACSP shall conduct emergency forensic interviews after hours and on weekends and holidays. To request CACSP services/response after normal working hours or on weekends or holidays, DFPS or Law Enforcement shall contact the Associate Director or Executive Director by their cell phones. The AD and ED shall maintain a current on-call schedule for CACSP staff. The AD or ED will immediately contact the on-call staff for the MDT member requesting services.
- Who conducts interviews:
  - Interviews may only be conducted by the CACSP's appropriately trained forensic interviewers.

- Interviewers shall conduct the interviews using a Semi-Structured Narrative Process.
- Interviewers shall utilize interview aids when necessary to assist a child and/or adult with disabilities in communicating about an event. All interviewers shall be properly trained and familiar with field-tested and accepted methods on how to properly use interview aids as taught in all forensic interview core curriculum training. Interview aids may include, but are not limited to, one or more of the following:
  - Anatomical Diagrams;
  - Anatomical Dolls;
  - Baby Dolls;
  - Paper to allow the child to write or make free hand drawings to help describe something to the interviewer;
  - Flash Cards; and/or
  - Other items to help active or distracted children focus, concentrate, and communicate with the interviewer (e.g., paper, crayons, markers, shape sorter, playdough and other miscellaneous items deemed necessary by the trained interviewer).
- Should the need arise, forensic interviewers may present physical evidence during the interview (e.g., photos, text messages, writings or drawings done by the child before the interview, etc.). Each case shall be discussed by all MDT members involved to make a team decision on whether evidence should be presented during the interview.
- Criteria for selecting an interviewer for a specific case shall include Spanish speaking or when investigators state the parents/child have a preference of male or female interviewer.
- The only people in the interview room are the forensic interviewer and the individual being interviewed and any interpreter necessary to conduct the interview.
- Who must be present for observation:
  - Lead investigators must be present in the observation of the forensic interview.
  - If an investigator (Law Enforcement or DFPS) is not present, the interview shall not take place.
  - Others allowed to observe the interview include other representatives of the MDT member agencies and CACSP staff and representatives.

- Parents/guardians and other parties who are not members of the MDT member agencies or the CACSP shall not be allowed in the observation room during an interview.
- Procedures for MDT team staffing (pre- and post- interview):
  - Investigators will staff with the forensic interviewers prior to the interview if desired.
  - Assigned staff shall share pertinent case background and information.
  - Investigators may also staff the case with the forensic interviewer, family advocate, other investigators, and supervisors after the interview.
  - Decisions about whether a case meets the requirements for MSFI should be made during the pre-interview staffing or post-interview decision making.
- Procedures for communications with parent/guardian pre/post interview:
  - Investigators are responsible for communicating with parents/guardians to advise of appointments for forensic interviews or the need for multiple session forensic interviews.
  - Investigators shall meet with parents/guardians after the interview.
  - The CACSP Family Advocate shall assist parents/guardians in completing intake paperwork at the interview appointment.
- Digital recording procedures:
  - All cases scheduled for a forensic interview at the CACSP office, the mobile interviewing unit, or at local law enforcement and/or DFPS offices shall be digitally recorded.
- Which interviews shall be digitally recorded:
  - All forensic interviews involving outcries and/or reports of child abuse/neglect that fit the criteria shall be digitally recorded.
  - DFPS investigators who decide to have the forensic interviewer interview a child at school are responsible for audio-taping the interview.
- Operation of digital recording equipment:
  - The forensic interviewers are responsible for operation of digital recording equipment.
- Communication between the MDT and the forensic interviewer:
  - The case team (investigators, forensic interviewer, family advocate) shall have a pre-interview meeting to discuss any pertinent information related to the case.

- The forensic interviewer shall take a break after the conversation regarding the allegations with the child.
- At that time, the forensic interviewer shall enter the observation room for discussion with the team regarding any additional questions, clarifications, or additional concerns that have arisen regarding the forensic interview of the victim.
- The above may be repeated as many times as needed.
- Issues involving ownership, storage, duplication, viewing of video:
  - A digital recording of an interview with a child that is made by the CACSP is the property of the prosecuting attorney involved in the criminal prosecution of the case involving the child. If no criminal prosecution occurs, the digital recording is the property of the attorney involved in representing the department in civil action alleging child abuse, neglect, or exploitation. If the matter involving the child is not prosecuted, the digital recording is the property of the department if the department is investigating the alleged abuse, neglect, or exploitation. If the department is not investigating or does not intend to investigate the matter, the electronic recording is the property of the agency that referred the matter to the Center.
  - The CACSP does not usually store copies of the interviews. The investigating agency has sole responsibility for storage of digitally recorded interviews. (\*\*Exceptions to this are delineated below).
  - The CACSP shall provide additional digital recordings, as needed, to other MDT member agencies participating in the investigation
  - Digital recordings are the property of the investigating agency and thus it is at their discretion who may view those digital recordings. Those cases selected by forensic interviewers for peer review are an exception to this statement.
  - \*\* The CACSP forensic interviewers shall have the option to make copies of interviews only upon the express written permission of parents/legal guardian(s).
  - \*\*Interviews that are copied may be used for two limited purposes: 1) Peer review meetings in which forensic interviewers meet with other forensic interviewers for the purpose of additional training and critique from their colleagues; and 2) To assist CACSP in its role of training law enforcement officers on the CASP model and procedures.

#### **F. Joint investigations**

- Lead investigators are responsible for notifying investigators from member agencies of interviews (i.e., DFPS shall notify Law Enforcement and vice versa in cases that could involve criminal proceedings).



- **Procedures for developing joint strategies**
  - Each agency shall work with and assist the others and the Center to ensure that the best interest and protection of children will be served.
  - The appropriate law enforcement agency shall investigate and determine whether a crime has been committed, and, if so, present information to the proper authorities for prosecution.
  - DFPS is responsible for the protection of children/elders/disabled from harm by their parents or others responsible for their care. DFPS is responsible for conducting a civil investigation and taking whatever action it deems necessary to protect the children from further harm.
  - The Health and Human Services Commission Adult Protection Services Provider is responsible for investigating allegations of abuse, neglect, and exploitation of clients receiving services in state-operated or contracted settings, or both, that serve adults and children with mental illness or intellectual or developmental disabilities.
  - The office of the appropriate prosecuting authority is responsible for assessing and handling the civil and criminal legal aspects of the case in accordance with civil and criminal law.
  - Appropriate medical personnel shall be responsible for providing the medical direction.
  - Mental health direction shall be provided by the Center's Director of Clinical Services.

**G. Procedures for sharing information and reports**

- All MDT members shall assume responsibility for sharing pertinent case information with other MDT member agencies in a timely manner. All MDT members must share pertinent case information with the appropriate agency. In reports involving a public agency or medical organization, or its staff, as the suspected offenders; confidentiality shall be maintained by all MDT members involved in the investigation, and these cases shall not be reviewed in MDT Case review.
- Information sharing may take place during staffing and/or during MDT case review meetings as well as through e-mails and phone calls.
- The end goal is providing the best services and building the strongest case for the best overall outcome for the families served by the Center and MDT member agencies.

#### **H. MSFI considerations**

- I. If determined by the Case Team after the initial forensic interview that a MSFI is needed, it shall be conducted by the managing forensic interviewer.
- J. The Case Team shall agree on the scheduling of the impending interviews.
- K. Sessions should be scheduled close together (later the same day or the next day) when possible.
- L. MSFI may take up to 7 sessions (usually finished with 2-3 sessions).
- M. Each session shall be recorded on a separate digital recording and labeled "session \_\_\_ of \_\_\_."
- N. All tools used during the interviews shall be turned over to the investigators after each MSFI session.
- O. Staffing at MDT case review shall occur as usual with continued discussion at subsequent case review meetings until the case is resolved.
- P. For each session the "Case Team" shall consist of the same MSFI-trained forensic interviewer and, when possible, the same investigators from Law Enforcement and/or DFPS and HHSC, as were involved in the initial session.
- Q. "Comfort" gifts should not be given to the child until the conclusion of all sessions.
- R. Courtesy interviews – the CACSP MSFI-trained forensic interviewer should consult with the prosecuting attorney prior to starting the MSFI.

#### **I. Separation of Victims and Alleged Perpetrators**

- CACSP staff shall ensure the separation of victims and alleged offenders (juvenile offenders)
- Juvenile perpetrators of sexual abuse may be interviewed for the purpose of establishing whether they have been victims of sexual abuse at the request of investigators. These interviews shall be conducted separate and apart from the victim interviews.
- Alleged perpetrators shall remain separated from victims by sight and sound by placing them in the lobby with parent/caregiver that has secure access into the main building by a security code lock

## **J. Team Meeting/Case Review Process**

- Cases reviewed are those that have met the criteria for a forensic interview, received other CAC services (i.e., Sexual Assault Nurse Examination, or other medical examination) when the child is too young or non-verbal for a forensic interview
- Case review meetings for Hockley/Cochran County shall be held monthly at a time, date, and location that accommodates all MDT members. The CACSP shall confer with the member agencies in scheduling the case review meeting. Notification of the meetings shall be sent via e-mail, fax, or phone calls.
- If there are fewer than 2 new cases and/or only case continuations, the case review meetings shall be conducted remotely at a time and date that accommodates the MDT members.
- If there are no new cases and no continuous cases without dispositions, then no case review meeting will take place that month.
- Representatives of each member agency are required to attend each case review meeting: Law Enforcement, DFPS, HHSC, the CACSP, the District Attorney's office, C.A.R.E. clinic staff, Forensic Nurse Staffing of West Texas, Voice of Hope Executive Director or other paid staff, and the Sheriff's office. If the investigator working the case is not present those who are representing that agency shall have information about, and be prepared to discuss, the case during the meeting.
- DFPS CCI, DFPS APS In-Home Investigations, and HHSC Provider Investigations are only required to have a representative at the case review meeting if they have a case on the case review list.
- The CACSP staff has the responsibility of including DFPS-APS In-Home Investigations and DFPS-CCI cases on the case review list and sending the assigned representative the case review list, as needed.
- Cases are reviewed at the next case review meeting following the interview and at each case review meeting thereafter until final disposition.
- MDT member agencies may request cases for review that do not fall in the required review category. These may be cases in which Law Enforcement or DFPS did not request a forensic interview or any other CACSP service but want the MDT to discuss/review the investigation. This can be accomplished by contacting the MDT coordinator to place the case on the MDT case review list.
- The MDT Coordinator or other designated representative of the CACSP is responsible for generating the case review list and agenda for each meeting. The list and agenda are disseminated via encrypted e-mail the week of the meeting.

- MDT case review meetings are facilitated by the MDT Coordinator or other designated CACSP representative.
- CACSP staff is responsible for documentation of the dispositions of the cases being reviewed and that information shall be entered into the CACSP case tracking system database.
- Any recommendations from the MDT regarding concerns about the family should be followed-up with by the lead investigator or the family advocate and discussed at the next case review meeting as to the status of the recommendations.
- Case disposition shall be communicated to CACSP staff at case review meetings by the investigator(s). If the investigator(s) are unable to attend the meeting, the investigator(s) shall provide the information by phone or email.
- The appropriate District Attorney's office are available to conduct preliminary intake of cases for initial filing decisions at each case review meeting.

#### **K. Case Tracking**

- CACSP provides case tracking via CACTX Collaborate. Cases receiving services are entered into the database by CACSP staff. The cases that are identified based on pending criminal charges and civil dispositions due to Law Enforcement and/or DFPS involvement shall be entered through completion.
- CACSP shall monitor cases. As part of that monitoring, CACSP staff shall update the database in a timely manner from the moment when services are first accessed up to completion of the case.
- MDT member agencies may contact CACSP to request information entered in the database.
- The information is available for statistical information, grant reports, and MDT members.

#### **I. Mental Health Component**

- The CACSP provides free Trauma Focused Cognitive-Behavioral Therapy for abused children and their non-offending caregivers, siblings, etc. that meet the target population criteria at a designated location or at the child's school. Funding for these services is provided by grants and volunteers.
- Therapy is not a part of the forensic process and is not intended for gathering information of abuse. Therapy is about helping the child heal from trauma and should begin only after the forensic interview has been completed.
- If investigators decide to refer the child off-site for a forensic evaluation, therapy may not begin until after that process has been completed.

- Therapists at the CACSP do not conduct forensic evaluations to determine whether abuse has taken place.
- Therapy is provided by four full-time therapists and one part-time therapist.
- Therapy is also provided by four graduate student interns supervised by the CACSP contracted supervisor.
- Interns providing therapy are Master and Doctoral level graduate student interns in a counseling/therapy field.
- Therapy/counseling is offered to individuals, families and in group settings.
- Therapy may also be conducted through tele-health.
- Referrals for therapy may be initiated by CACSP staff or any MDT member agency staff.
- The initial appointment for therapy is scheduled by the CACSP Family Advocate or the Executive Director. Individual therapists are responsible for any subsequent appointments.
- Referrals to other therapy resources shall be made when all CACSP therapy slots are filled or when the child did not make an outcry during their forensic interview.
- Information on progress in therapy requires a release of information form signed by the parent or legal guardian before this information may be shared at case review meetings.
- Expectations of the CACSP mental health providers include providing feedback at case review meetings, preparing children for court, and providing copies of therapy case notes upon subpoena.
- Volunteers and staff monitor (both visual and auditory) families who are in the building for therapy to keep an eye on any sexually reactive children who may be attending therapy as well as to assure that adults are not freely entering other offices where confidential information may be kept.
- MSFI consideration: Referrals to mental health services should be made at the conclusion of MSFI sessions. The exception to this would be with victims of human trafficking.
- Therapists shall serve as clinical consultants to the MDT members on issues relevant to child trauma and evidence-based treatment.
- Therapist presents pertinent case information at MDT case review meetings.

#### **M. Medical Component**

Inability of a member of the target population to pay for a forensic medical evaluation shall not present a barrier to receiving one in this service area. Exams performed at a hospital are requested by the Police Department or Sheriff's office. SANE shall be reimbursed through a fund operated by the Victim Services Office of the Texas Attorney General. If a family has

medical insurance, the exam may be billed to their insurance; however, not having insurance does not exclude anyone from getting an exam if needed.

- The CACSP collaborates with the Texas Tech University Health Sciences Center C.A.R.E. Clinic (TTUSHC), the Forensic Nurse Examiners Staffing of West Texas (FNSWT), who are affiliated with Covenant Health Systems, and the University Medical Center, which provides forensic sexual abuse exams.
- If a sexual assault is reported within 120 hours after the assault, DFPS or Law Enforcement shall request a forensic medical examination. If reported after 120 hours, DFPS or Law Enforcement shall request for a medical examination at the TTUHSC C.A.R.E. Clinic.
- Exams for sexual assaults that have occurred within 120 hours (acute exams) should be referred to the emergency rooms at the above-mentioned hospitals. If patients present at the ER for a non-acute sexual assault case, the ER staff shall notify the SANE on-call. The SANE on-call shall evaluate the patient and determine whether a SANE exam should be performed or if the patient would be best served by a referral to the C.A.R.E. Clinic. The SANE on-call shall notify the C.A.R.E. Clinic with information on any patient who is being referred.
- Exams not considered acute (assault has taken place more than 120 hours ago) may be conducted Monday through Friday between 8 a.m. and 5 p.m. and may be scheduled with the TTUHSC C.A.R.E. Clinic by calling that agency at (806) 743-7770. Exam appointment may be scheduled by the investigator or by CACSP staff (at the request of investigators).
- Forensic interviews generally shall occur after an acute SANE exam and usually before a non-acute exam.
- Forensic sexual abuse exams are conducted by specially trained Sexual Assault Nurse Examiners only.
- Medical services results may be shared with the MDT at case review meetings. The providing medical personnel may also share medical services results to investigators in writing.
- Exams for physical abuse are at the direction and discretion of the investigators (Law Enforcement or DFPS).
- Medical examinations/reports provided by a medical provider that is not an MDT member shall be referred by DFPS or Law Enforcement to the MDT medical member for review.
- Medical providers are expected to attend case review meetings and be prepared to discuss exam results. Medical providers shall also provide written reports to the investigators regarding exam results.

- Circumstances under which a medical evaluation is recommended:
  - For acute/hospital cases - All ER patients are screened and cleared medically by the ER physician prior to the SANE exam. SANEs shall consult with the ER physician following the forensic exam if needed for additional treatment or follow-up care.
  - For C.A.R.E. cases -- where there are allegations or an outcry of sexual abuse.
- Purpose of the medical evaluation:
  - For acute/hospital cases - To screen for injuries and/or underlying medical conditions aside from the sexual assault
  - For C.A.R.E. cases -- to determine if there are any physical findings to corroborate a sexual assault
- How the medical evaluation is made available:
  - For acute/hospital cases -- once medical staff and an investigator have determined that an exam is necessary, contact is made with the on-call Forensic Nurse of West Texas SANE to request that they conduct the exam at the hospital.
  - For C.A.R.E. cases -- an appointment is scheduled by the investigator or by CACSP staff if requested by the investigator
- How emergency situations are addressed:
  - For acute/hospital cases - Emergency situations are handled by the hospital Emergency Department physicians
  - For C.A.R.E. cases -- emergency cases can be seen between the hours of 8 a.m. -- 5 p.m., Monday through Friday.
- How multiple evaluations are limited:
  - The Forensic Nurse Staffing of West Texas SANE and the C.A.R.E. Clinic shall contact each other to ensure an exam has not already been performed at the agency.
- How medical care is documented:
  - For acute/hospital cases - The medical evaluation and hospital staff nursing notes are available in the patient's medical record. The forensic medical evaluation files are kept in a separate location from the patient's hospital chart.
  - For C.A.R.E. cases -- the SANE report includes the patient's history as well as the results of the examination. This information shall be shared with the investigator and discussed at case review meetings.

- How the medical evaluation is coordinated with the MDT to avoid duplication of interviewing and history taking:
  - There shall be communication at MDT case review meetings regarding exams already conducted and whether an exam is needed or not.
- Procedures for medical intervention in cases of suspected physical abuse and maltreatment, if applicable:
  - For acute/hospital cases - emergency room personnel contact DFPS and/or Law Enforcement
  - For C.A.R.E. cases -- Staff contact DFPS and/or Law Enforcement
- C.A.R.E. and Forensic Nurse Staffing of West Texas presents pertinent case information at MDT case review meetings

#### **N. Family and Victim Advocacy Component**

- The CACSP is responsible for providing a family advocate for clients in the target population who access CACSP services in the service area.
- Initial contact between the family and the CACSP family advocate occurs when the family comes in for the forensic interview appointment.
- The Family Advocate (or if necessary trained CACSP staff) provides the following services to families:
  - Sits with the non-offending caregivers while other CACSP services are being conducted
  - Explains the MDT response for all cases when a forensic interview cannot be conducted (e.g., too young, non-verbal, etc.)
  - Explains the process of conducting a forensic interview
  - Assists the family with filling out intake paperwork
  - Explains the rights available to the families during the process
  - Explains the Crime Victims' Compensation Program and assists in filling out paperwork
  - Explains crime victims' rights
  - Assesses the families for unmet needs and makes referrals to social service agencies, as needed
  - Provides education on the dynamics of abuse



- Provides families with a trauma symptom checklist
- Provides crisis intervention when needed
- Discusses the importance of therapy with the family and makes referrals for therapy to the CACSP Clinical Director
- Explains the medical forensic evaluation to families
- Makes follow-up phone calls to families to check on their progress and assess any needs
- Presents pertinent case information at MDT case review meetings
- Contacts families regarding an appointment for court room orientation when a case is proceeding to criminal court
- Accompanies families to court proceedings during trial

#### **VI. Confidentiality**

All files, reports, records, communications, and working papers used or developed in providing services under these Working Protocol are confidential and not subject to public release under Chapter 552, Texas Government Code, and may only be disclosed for purposes consistent with Chapter 264, Subchapter E, Texas Family Code. A file may include client data including, but not limited to: names, addresses, names of children, children's date of birth, ages, school(s) attended, type of abuse alleged, alleged perpetrator, and age and sex of alleged perpetrator. The file may also include the following information: identity of person(s) conducting the interview(s), identity of persons(s) in the screening room during interview(s), each MDT member who received a digital recording of the interview(s), and any information related to referral(s) for additional services.

All personnel involved with the operations of the CACSP, within the bounds allowed by law, agree to maintain confidentiality of all records and information gathered on all child sexual and physical abuse cases as outlined by the Texas Family Code.

#### **VII. Conflict Resolution**

Conflicts that occur within the Multidisciplinary Team shall be escalated to each participating Agency's immediate supervisors. If the dispute is not resolved, then the matter shall be addressed in a meeting with each agency's designated representative(s) and the CACSP Executive Director. The role of the CACSP is to ensure continued collaboration and communication between member agencies, which shall be encouraged and reinforced through a successful dispute resolution process.

#### **VIII. Other general provisions**

1. All MDT member agencies and their staff shall be invited and encouraged to attend training sponsored by the CACSP. The CACSP shall provide financial support for professionals and volunteers to attend specialized training when funding is available.

2. CACSP shall provide opportunities for community involvement through its formalized volunteer program dedicated to supporting the Center. To qualify as a volunteer, a community members must meet the CACSP's eligibility criteria.
3. Each MDT member agency expressly understands that it will work within its departmental mandates and policies. Nothing contained in this document supersedes the statutes, rules, and regulations governing each agency. To the extent that any provision of these Working Protocol is inconsistent with any such statute, rule, or regulation; the statute, rule, or regulation shall prevail.
4. The MDT member agencies understand that the duties prescribed to the CACSP do not relieve an agency of its duty to investigate a report of abuse or neglect as required by law. These Working Protocol shall not be construed to change, reduce, or expand the authority or jurisdiction of the CACSP or any MDT member agency as it relates to initiating or conducting investigations, assessments, and/or interventions.
5. All agencies/organizations participating in the MDT agree to provide specially trained professionals with skills in child abuse interviewing, assessment, and investigation. The trained professionals shall be jointly assigned to multidisciplinary teams for review of appropriate abuse or neglect cases as provided by these Working Protocol.
6. These Working Protocol are effective on the signature date of the latter of the participating agency to sign this document. These Working Protocol remain in effect for three (3) years from the effective date. There are no renewal or extension options.
7. These Working Protocol must be re-executed at least every three (3) years; on a significant change to the Working Protocol; or on a change of a signatory of a participating agency. The Working Protocol may be reviewed and modified during its term as determined by the CACSP Executive Director and the members of the Multidisciplinary Team. The appropriate agencies shall be notified of any modification, and if agreed, shall sign the modified Working Protocol document These Working Protocol may be modified:
  - a. to conform to existing or new statutes, rules, regulations, or departmental policies that may conflict with any provisions of these Working Protocol;
  - b. to better meet the needs of families and children in the provision of child abuse related services;
  - c. to improve the procedures set forth in these Working Protocol;
  - d. to add or delete agencies as participants to the Multidisciplinary Team; and
  - e. for such other purposes as the Parties may agree.
8. The Working Protocol may be terminated by any participating agency upon thirty (30) days written notice to the signatory of each participating agency.

9. These Working Protocol may be executed in any number of counterparts, each of which will be an original, and all of such counterparts will together constitute but one and the same agreement.
10. This document and the Memorandum of Understanding constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into these Working Protocol will be harmonized with this document to the extent possible.
11. Signatories of these Working Protocol include the following participating agencies:
  - a. Hockley/Cochran County District Attorney's Office
  - b. Hockley County Attorney
  - c. Hockley County Sheriff's Office
  - d. Cochran County Sheriff's Office
  - e. Texas Department of Family and Protective Services-CPI
  - f. Texas Department of Family and Protective Services -- CPS
  - g. Texas Department of Family and Protective Services - APS
  - h. Texas Department of Family and Protective Services- CCI
  - i. Health and Human Services Commission
  - j. City of Levelland -Police Department
  - k. City of Sundown - Police Department
  - l. City of Anton - Police Department
  - m. Texas Tech University Health Science Center C.A.R.E. Clinic - Director
  - n. Forensic Nurse Examiners Staffing of West Texas -- Director
  - o. Lubbock Rape Crisis Center d.b.a. Voice of Hope - Executive Director
  - p. Board Chairperson -- Children's Advocacy Center of the South Plains, Texas, Inc.
  - q. Executive Director - Children's Advocacy Center of the South Plains, Texas, Inc.

By signing below, the Participating Agency acknowledges that it has read these Working Protocol and agree to its terms, and that the person whose signature appear below have the requisite authority to execute these Working Protocol on behalf of the named Agency.

***SIGNATURE PAGES FOLLOW***

FOR HOCKLEY COUNTY DISTRICT ATTORNEY:

DocuSigned by:  
*Angela Overman*  
4F01905810784BC  
\_\_\_\_\_  
Angela Overman  
Hockley/Cochran County District Attorney

11/10/2022

\_\_\_\_\_  
Date of Signature

FOR HOCKLEY COUNTY ATTORNEY:



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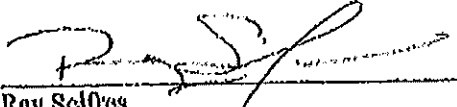
Anna Hord  
Hockley County Attorney

1-5-2023

---


Date of Signature

FOR HOCKLEY COUNTY SHERIFF'S OFFICE:

  
\_\_\_\_\_  
Ray Selfres  
Hockley County Sheriff

1.9.2013  
Date of Signature

FOR COCHRAN COUNTY SHERIFF' S OFFICE:

DocuSigned by:  
  
A17C831607E40E  
\_\_\_\_\_  
Jorge De La Cruz  
Cochran County Sheriff

11/15/2022  
\_\_\_\_\_  
Date of Signature

FOR THE CITY OF LEVELLAND POLICE DEPARTMENT:

DocuSigned by:



Albert Garcia

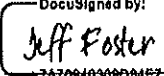
Levelland Police Department Chief

11/21/2022

Date of Signature

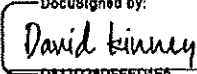


FOR THE CITY OF SUNDOWN POLICE DEPARTMENT:

DocuSigned by:  
  
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\_\_\_\_\_  
Jeff Foster  
Sundown Police Department Chief

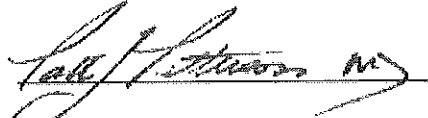
11/10/2022  
\_\_\_\_\_  
Date of Signature

FOR THE CITY OF ANTON POLICE DEPARTMENT:

DocuSigned by:  
  
DA130Z8DFEFD4E5  
\_\_\_\_\_  
David Kinney  
Anton Police Department Chief

11/22/2022  
\_\_\_\_\_  
Date of Signature

FOR THE TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER:

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

Dr. Patti Patterson

A handwritten date "11/03/22" written in black ink over a horizontal line.

Date of Signature

TTUHSC Director of Child Abuse Pediatrics

FOR THE LUBBOCK RAPE CRISIS CENTER – D.B.A. VOICE OF HOPE:

DocuSigned by:  
*Kristin Murray*  
FCE003C9E2C1441

11/22/2022


Kristin Murray

Date of Signature

Lubbock Rape Crisis Center – D.B.A. Voice of Hope

Executive Director

FOR THE TEXAS DEPARTMENT OF FAMILY PROTECTIVE SERVICES:

  
Tonya Harmon  
Regional Director  
Texas Department of Family Protective Services - CPI

11-14-22  
Date of Signature

*George Cannata*  
George Cannata  
Regional Director  
Texas Department of Family Protective Services - CPS

11-10-22  
Date of Signature

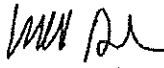
  
Cody Minze  
District Director  
Texas Department of Family Protective Services - APS

Type text here

11-14-22  
Date of Signature

Vacant  
Child Care Investigator Director  
Texas Department of Family Protective Services

Date of Signature

  
Marshall Davidson  
Regional Director  
Special Investigations

11/17/22  
Date of Signature

**FOR THE HEALTH AND HUMAN SERVICES COMMISSION:**

DocuSigned by:  
*Michelle Dionne-Vahalik*  
DE3E08592FE443B

10/27/2022

Michelle Dionne-Vahalik  
Associate Commissioner for Long Term Care Regulation  
Health and Human Services Commission

Date of Signature

FOR FORENSIC NURSE STAFFING OF WEST TEXAS:

Donna Neel  
Donna Neel  
Forensic Nurse Staffing of West Texas

11/3/22  
Date of Signature

FOR THE CHILDREN'S ADVOCACY CENTER:

DocuSigned by:  
*Michael Lambert*  
02196005DB10475...

11/21/2022

Michael Lambert

Date of Signature

Children's Advocacy Center Board President



11/21/2022

Derek Danner

Date of Signature

Children's Advocacy Center Executive Director



Motion by Commissioner Carter, second by Commissioner Graf, 4 votes yes, 0 votes No, commissioners court approved the South Plains Region (Texas State Planning Region 2) Mutual Aid Agreement and Resolution. As per South Plains Region (Texas State Planning Region 2) Mutual Aid Agreement recorded below.

RESOLUTION NO. 2023-1

**A RESOLUTION BY THE COMMISSIONERS COURT OF HOCKLEY COUNTY, TEXAS, AUTHORIZING THE PARTICIPATION IN THE SOUTH PLAINS REGIONAL (TEXAS STATE PLANNING REGION 2) MUTUAL AID AGREEMENT AND DESIGNATING THE JUDGE TO SERVE AS THE COUNTY'S CHIEF REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THIS AGREEMENT.**

**WHEREAS**, Hockley County is vulnerable to disasters, both man-made and natural, which pose a threat to the welfare and safety of the County's residents and their property; and

**WHEREAS**, in the event of a large-scale disaster, Hockley County could be faced with a situation that exceeds its capability to effectively respond to the incident thereby placing residents and their property at greater risk; and

**WHEREAS**, this same limitation impacts localities across the Texas South Plains Region; and

**WHEREAS**, it would benefit Hockley County, as well as the other localities of the region, if during times of exigency, disaster assistance could be shared by and between those localities, as needed and available, to affect a higher more appropriate level of response; and

**WHEREAS**, the South Plains Region (Texas State Planning Region 2) Mutual Aid Agreement was developed to provide for the sharing of disaster assistance among localities of the region, as needed and available, to afford all residents of the South Plains a greater degree of protection; and

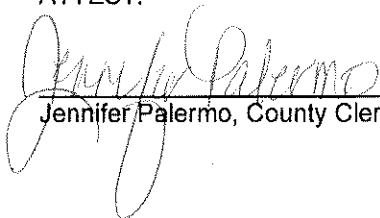
**WHEREAS**, Hockley County finds that it is in the best interest of its residents to participate in the South Plains Region (Texas State Planning Region 2) Mutual Aid Agreement,

**NOW THEREFORE**, be it resolved by the Commissioner's Court of Hockley County, Texas, that:

1. The County is hereby authorized to join itself as a party to the South Plains Region (Texas State Planning Region 2) Mutual Aid Agreement.
2. The County Judge, as the County's Emergency Management Director, is designated to serve as the County's Chief Representative in all matters pertaining to its participation in this agreement.
3. The County agrees to abide by the terms of this agreement inasmuch as it benefits the welfare and safety of our residents and their property.

**CONSIDERED AND APPROVED THIS 3<sup>RD</sup> DAY OF January, 2023.**

ATTEST:

  
Jennifer Palermo, County Clerk



HOCKLEY COUNTY

  
Sharla Baldrige, County Judge

## **SOUTH PLAINS REGION (TEXAS STATE PLANNING REGION 2) MUTUAL AID AGREEMENT**

This Mutual Aid Agreement is made by and between the cities, counties, other political subdivisions, and institutions of higher education of the Texas State Planning Region 2 as designated by the Governor's Office and for the purpose of this document referred to as the "**South Plains Regional Mutual Aid Agreement**" who have, by resolution of their governing body, adopted and joined themselves to this Agreement as a participating "**Parties**".

### **RECITALS**

- A. The impacts of natural and man-caused disasters have heightened our awareness that emergency planning is essential for the public health, safety, and welfare, and have fortified our resolve to effectively respond to disasters.
- B. The Parties recognize the vulnerability of the people and communities located within the Region to damage, injury, and loss of life and property resulting from disasters and/or civil emergencies and recognize that disasters and/or civil emergencies may present equipment and manpower requirements beyond the capacity of each individual Party.
- C. The Parties recognize that in the past, mutual aid has been provided between or among the Parties in the form of personnel, supplies and equipment during disasters and/or civil emergencies as well as during recovery periods.
- D. The governing officials of the Parties desire to secure for each Party the benefits of mutual aid and protection of life and property in the event of a disaster and/or civil emergency.
- E. The Parties hereto wish to make suitable arrangements for furnishing mutual aid in coping with disasters and/or civil emergencies and are so authorized and make this Agreement pursuant to Chapter 791, Texas Government Code (Interlocal Cooperation Act) Chapter 418, Texas Government Code (Texas Disaster Act of 1975) as amended Chapter 421, Texas Government Code (Texas Homeland Security Act), Texas Education Code (Chapters 37 and 51), and the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
- F. The Parties desire to make such arrangements in a manner consistent with the Texas Statewide Mutual Aid System but tailored to support the mutual aid working relations that have traditionally served the jurisdictions in Texas State Planning Region 2.
- G. The Parties recognize that a formal agreement for mutual aid would allow for better coordination of effort, would provide that to the extent possible, adequate equipment is available, and would help ensure that mutual aid is accomplished in the minimum time possible, and thus desire to enter into an agreement to provide mutual aid.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants herein, the participating Parties, authorized by appropriate actions of their governing, bodies, hereby agree as follows:

1. **PURPOSE**

The purpose of this Agreement is to establish the terms and conditions by which a Requesting Party may request aid and assistance from one or more Responding Parties in responding to an emergency or disaster that exceeds the resources available in the Requesting Party's jurisdiction or through the Requesting Party's local mutual aid agreements, should such agreement(s) exist.

2. **PREVIOUS AGREEMENT**

This Agreement replaces any and all previous Regional Mutual Aid Agreement created for Texas State Planning Region 2.

3. **LEGAL AUTHORITY**

This Agreement is made pursuant to the authority of Chapters 418, 421, 433 and 791 of the Texas Government Code, Chapter 362 of the Texas Local Government Code, Chapters 37 and 51 of the Texas Education Code, and all other constitutional and statutory provisions which may provide authority for any of the Parties.

4. **DEFINITIONS**

- A. **MUTUAL AID** means resources such as personnel, equipment, services and/or supplies which are provided across jurisdictional boundaries by the Responding Party to the Requesting Party under a reciprocal agreement.
- B. **REQUESTING PARTY** means the Party receiving mutual aid or assistance from a Responding Party which is providing the mutual aid or assistance at the request of the Requesting Party.
- C. **RESPONDING PARTY** means the Party that has received a request to furnish mutual aid or assistance from another Party and has agreed to provide the same.

5. **REQUEST FOR ASSISTANCE**

All requests for assistance shall be made in accordance with Texas Government Code 418.115.

6. **RESPONSE TO REQUEST FOR ASSISTANCE**

The decision as to whether or not to respond in any particular situation or the level of response requested is at the sole discretion of the representative of the Responding Party making the decision.

7. **OTHER MUTUAL AID AGREEMENTS, SUPPLEMENTARY AGREEMENTS AND PROTOCOLS**

It is understood and agreed that certain signatory Parties may have heretofore contracted or may hereafter contract with each other for mutual aid in disaster situations, and it is agreed that this Agreement shall be subordinate to any such individual contract.

8. **REIMBURSEMENT OF COSTS**

All reimbursement of costs shall be in accordance with Texas Government Code 418.1181.

9. **ADMINISTRATIVE SERVICES**

The SPAG COG agrees to provide administrative services necessary to coordinate this Agreement, including notifying Parties of new participants and withdrawals and providing all Parties, in a routine, timely manner, with a current list of contact information for each Party.

10. **INVENTORY AND DATABASE**

An inventory of mutual aid resources available for response under this Agreement will be administered by the COG and made accessible to the participating Parties on a timely basis. As such, all Parties to this Agreement will maintain and update their mutual aid response asset information with the SPAG COG/ERAC twice a year. The SPAG COG will ensure that reminders are sent twice a year to all Parties to prompt them to update their information, provide any new resource information, and take other actions reasonably necessary to ensure the accessibility of the information. The mutual aid resource inventory will be restricted for use solely by the current Parties participating in this Agreement.

11. **WITHDRAWAL**

A Party may withdraw from this Agreement at any time by written notice to the COG Executive Director, transmitting a copy of the action of the Party's governing body. The Party withdrawing from this Agreement will still be responsible for any outstanding reimbursement claims for previously rendered disaster assistance.

12. **NOT FOR BENEFIT OF THIRD PARTIES**

This Agreement and all activities hereunder are solely for the benefit of the Parties and not the benefit of any third party.

13. **EXERCISE OF POLICE POWER**

This Agreement and all activities hereunder are undertaken solely as an exercise of the police power of the Parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons and the Parties shall not have nor be deemed to have any duty to any particular person or persons.

14. **IMMUNITY NOT WAIVED**

Nothing in this Agreement is intended, nor may it be deemed, to waive any governmental, official, or other immunity or defense of any of the Parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

**15. WAIVER OF CLAIMS AGAINST PARTIES; IMMUNITY RETAINED**

The Parties agree that they shall not be liable to each other, and hereby waive all claims against the other Parties, for compensation for any loss, damage, including attorney's fees and interest personal injury, or death occurring as a consequence of the performance of the Agreement, except those caused in whole or in part by the gross negligence or intentional act of any officer, employee, or agent of another party. No Party waives or relinquishes any immunity or defense it may enjoy under state law and specifically Section 421.062 of the Texas Government Code for the furnishing of a homeland security activity as that term is defined in Chapter 421 of the Texas Government Code on behalf of itself, its officers, employees and agents for the performance of an activity under this Agreement.

**16. EQUIPMENT AND PERSONNEL**

During the time mutual aid is being furnished, all equipment used by the Responding Party aid shall continue to be owned, leased, or rented by the Responding Party. At all times while equipment and personnel of a Responding Party are traveling to, from, or within the geographical limits of the Requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the Responding Party. In addition, such personnel shall be deemed to be engaged in a governmental function of their entity.

**17. EXPENDING FUNDS**

Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

**18. TERM**

This Agreement shall become effective as to each Party when approved and executed by that Party. This Agreement shall continue in force and remain binding on each and every Party until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Paragraph 11 of this Agreement. Withdrawal from participation in this Agreement by a Party(ies) shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

**19. MAINTENANCE AND REVIEW OF THE AGREEMENT**

The ERAC will review this Agreement at least annually, from the date of its adoption by the SPAG Board of Directors, to ensure its continued relevance and conformance with State/Federal legislation and policies. Any future changes or revisions recommended by the ERAC will be presented to the SPAG Board of Directors for consideration of approval. Upon approval, the changes or revisions will be disseminated to the Parties who then at their discretion, ratify the changes or revisions or withdraw from this Agreement per Paragraph 11.

**20. AMENDMENTS TO AGREEMENT**

This Agreement may not be amended without the lawful action of the governing bodies of the Parties. No officer or employee of any of the Parties shall have authority to waive or otherwise modify the obligations in this Agreement, without the express action of the governing body of the Party.

**21. INTERLOCAL COOPERATION ACT**

The Parties agree that mutual aid in the context contemplated herein is a "*governmental function and service*" and that the Parties are "local governments" as that term is defined herein and in the Interlocal Cooperation Act.

**22. ENTIRETY**

This Agreement contains all commitments and agreements of the Parties with respect to the mutual aid to be rendered hereunder during or in connection with a disaster. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 7 above.

**23. SEVERABILITY**

If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

**24. VALIDITY AND ENFORCEABILITY**

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

**25. CAPTIONS**

Captions to the provisions of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.

**20. AMENDMENTS TO AGREEMENT**

This Agreement may not be amended without the lawful action of the governing bodies of the Parties. No officer or employee of any of the Parties shall have authority to waive or otherwise modify the obligations in this Agreement, without the express action of the governing body of the Party.

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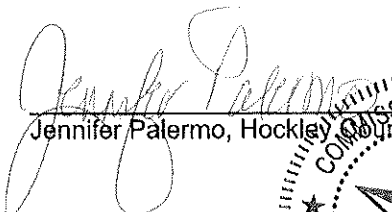
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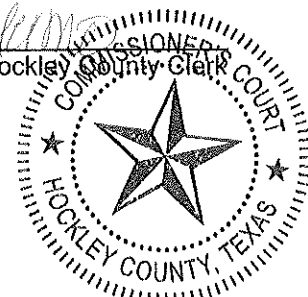
**25. CAPTIONS**

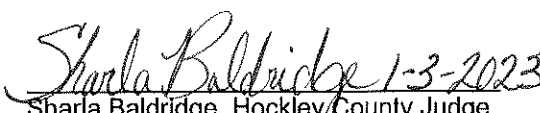
Captions to the provisions of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.

ATTEST:

Hockley County

  
Jennifer Palermo, Hockley County Clerk



  
Sharla Baldrige, Hockley County Judge



Motion by Commissioner Clevenger, second by Commissioner Graf, 4 votes yes, 0 votes np, that Commissioners Court approved the 2023 Notary Public Errors and Omissions Group Policy. As per Western Surety Company Notary Public Errors and Omissions Group Policy recorded below.

Texas



# Western Surety Company

## NOTARY PUBLIC ERRORS AND OMISSIONS GROUP POLICY

Policy No. 18242784  
Premium \$422.25

WESTERN SURETY COMPANY (the "Company") will pay on behalf of each employee (the "Insured") of

Hockley County (the "Employer")

of 802 Houston, Levelland, TX 79336, all sums

(Address)

which the Insured shall become obligated to pay by reason of liability for breach of duty while acting as a duly commissioned and sworn Notary Public, claim for which is made against the Insured by reason of any negligent act, error or omission, committed or alleged to have been committed by the Insured, arising out of the performance of notarial service for the Employer or others in the Insured's capacity as a duly commissioned and sworn Notary Public. The Employer shall be considered an additional named Insured under this policy.

**POLICY PERIOD:** This policy applies only to negligent acts, errors or omissions which occur during the policy period and then only if claim, suit or other action arising therefrom is commenced during the policy period or within the applicable Statute of Limitations pertaining to the Insured. The policy period with respect to each Insured commences on the later of the date hereof or the date of the Insured's employment by the Employer, and termination upon the earlier of the date of termination of such employment or the date set forth below.

The Policy Period commences at 12:01 a.m. on January 12, 2023, and ends at midnight on January 12, 2024.

**LIMITS OF LIABILITY INCLUDING DEFENSE COSTS:** The total liability of the Company for all loss (defined below) for all claims under this insurance against any one Insured including defense costs (defined below) shall not exceed the amount of

TWENTY THOUSAND AND NO/100 DOLLARS (\$ 20,000.00).

This limit shall apply in the aggregate so that the Company's total liability for all claims and/or defense costs relating to any one Insured shall in no event exceed this amount.

**DEFENSE SETTLEMENT:** With respect to such insurance as is afforded by this policy, the Company shall, provided the policy limit relating to an Insured has not been exhausted, defend, in such Insured's name and behalf, any claim or suit against the Insured alleging such negligent act, error or omission and seeking damages on account thereof, even if such claim or suit is groundless, false, or fraudulent. The Company shall give the Insured written notification of an initial offer to settle or compromise a claim no later than ten (10) days after the date on which the offer is made. The Company shall give the Insured written notification of any settlement of a claim no later than thirty (30) days after the date of settlement.

**DEFINITIONS:** Wherever used in this policy, these words shall have the following meanings:

- (a) "Defense costs" shall mean any and all: (1) expenses, including attorneys' or investigators' fees, paid or incurred by the Company in the investigation, settlement or defense of claims or suits; (2) costs taxed against the Insured in a suit defended by the Company; (3) premiums for bonds required in a suit defended by the Company, which bonds the Company shall have no obligation to furnish, but only for bonds up to the Company's limit of liability; (4) interest on a judgment as required by law until the Company offers the amount due under this insurance; and (5) reasonable expenses incurred by the Insured at the Company's request, other than loss of earnings.
- (b) Subject to all of the Exclusions of this policy (stated below), "loss" shall mean the total of: (1) sums the Insured legally must pay as direct compensatory damages because of claims covered by this insurance; (2) sums the Company agrees to pay in settlement of such claims, whether or not the Insured's legal liability has been determined; and (3) "defense costs" as defined above.



## POLICYHOLDER NOTICE - TEXAS

### IMPORTANT INFORMATION

#### TO OUR PROFESSIONAL LIABILITY POLICYHOLDERS DOING BUSINESS IN THE STATE OF TEXAS

As your professional liability insurance carrier, we encourage you to establish a quality control program to reduce the risk of errors and omissions. While CNA cannot assume this responsibility, we can assist you with the following services:

1. Consultations on professional liability risk management questions;
2. Recommendations to improve quality control programs;
3. Published or self study materials on professional liability risk management matters.

The above services are available to our policyholders at no additional charge and shall be provided upon request directly to the policyholder. We have professional resources available to assist you or can provide support information and materials for your continuing risk management activities. If you would like more information on our services please call or write.

CNA Insurance Companies  
Attn: Risk Control  
700 N. Pearl Street  
Suite 300  
Dallas, Texas 75201  
(866) 262-0540

Again, if you have any questions or would like to discuss these services, please give us a call at the phone number listed above. For additional resources, visit our website at [www.cna.com](http://www.cna.com)

Figure: 28 TAC ð1.601(a)(3)

### IMPORTANT NOTICE

1 To obtain information or make a complaint:

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

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

**1-800-331-6053**

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

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

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

**1-800-252-3439**

6 You may write the Texas Department of Insurance:

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

### 7 PREMIUM OR CLAIM DISPUTES:

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

### 8 ATTACH THIS NOTICE TO YOUR POLICY:

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

### AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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

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

**1-800-331-6053**

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

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

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

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

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

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

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

Motion by Commissioner Graf, second by Commissioner Carter, 4 votes yes, 0 votes no, that Commissioners Court approved ad valorem tax refund in the amount of seven hundred sixty three dollars and fifty eight cents (\$763.58) to Leonard & Patricia Johnson.

As per Debbie Bramlet Tax Assessor

HOCKLEY COUNTY OFFICE EXPENSE  
624 AVE H STE 101  
LEVELLAND, TX 75336

www.firstbank.com 800-735-0000



12692

88-1534/113

DATE December 16, 2002

CHECK NUMBER

PAY TO THE ORDER OF *Edward + Patricia Johnson*

\$ 7163.58

DOLLARS

Please See Reverse Side of Back

THIS CHECK IS DELIVERED IN CONNECTION WITH THE FOLLOWING ACCOUNTS

12-15-02	Odd Ops exemption	
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⑆012692⑆ ⑆11131934⑆⑆9999850181⑆

Motion by Commissioner Clevenger, second by Commissioner Wisdom, 4 votes yes, 0 votes no, that Commissioner Court approved the following:

- a. Sharla Baldrige, County Judge – Official Bond and Oath
- b. Larry carter, Commissioner, precinct 2 – Official Bond and Oath
- c. Thomas “Tommy” Clevenger, Commissioner, Precinct 4 – Official Bond and Oath
- d. Jennifer Palermo, County Clerk – Official Bond and Oath
- e. Kelli Martin, Treasurer – Official Bond and Oath
- f. Oralie Gutierrez, District Clerk – Official Bond and Oath
- g. Jerry Mike Richardson, JP #2 -Official Bond and Oath
- h. Larry Wood, JP #4 – Official Bond and Oath
- i. Christopher Derek Lawless, JP #5 – Official Bond and Oath
- j. Juanita Salazar, Deputy County Clerk – Continuation Certificate for Bond
- k. Maggie Rodriguez – Deputy District Clerk – Continuation Certificate for Bond

As per Bonds recorded below.

Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Hockley } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 15863951

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

Dated this 17th day of October, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, duly Elected (Elected—Appointed) to the office of Commissioner Precinct #4 in and for Hockley County, State of Texas, for a term of Four years commencing on the 1st day of January, 2023.

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

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

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

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

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



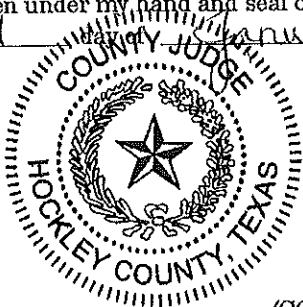
ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Hockley }<sup>##</sup>

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

Given under my hand and seal of office at Sevelland, Texas, this 3rd day of January, 2023.



Sharla Baldrige, County Judge  
Hockley County, Texas

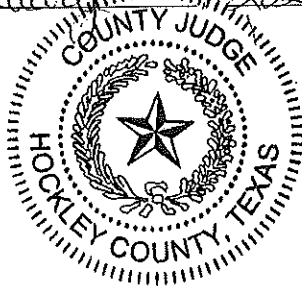
SEAL

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, Tommy Cleverger, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Hockley County Commissioner, Dist 4, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed Tommy Cleverger  
Sevelland, Texas, this 3rd day of

Sworn to and subscribed before me at Sevelland, Texas, this 3rd day of January, 2023.



Sharla Baldrige  
County Judge, Hockley County, Texas

SEAL

OATH OF OFFICE  
(General)

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

Signed \_\_\_\_\_

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

SEAL

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

THE STATE OF TEXAS

County of Hockley } ss

The foregoing bond of Tommy Cleverger as Commissioner, Oct. 4 in and for Hockley County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Jennifer Palermo Clerk  
County Court Hockley County

Date January 3, 2023  
Charla Baldrige County Judge,  
Hockley County, Texas

THE STATE OF TEXAS

County of Hockley } ss

I, Jennifer Palermo, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 3 day of January, 2023, with its certificates of authentication, was filed for record in my office the 3 day of January, 2023, at 9:00 o'clock A. M., and duly recorded the 3 day of January, 2023, at 9:00 o'clock A. M., in the Records of Official Bonds of said County in Volume \_\_\_\_\_, on page \_\_\_\_\_.

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

By Pam Kiser Deputy

Jennifer Palermo Clerk  
County Court Hockley County



ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA } ss  
County of Minnehaha

Before me, a Notary Public, in and for said County and State on this 17th day of October, 2022, personally appeared Paul T. Bruflat to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



P. Dahl  
Notary Public

My Commission Expires June 18, 2025

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

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

One Commissioner Precinct #4 Hockley County  
bond with bond number 15863951  
for Tommy Clevenger  
as Principal in the penalty amount not to exceed: \$3,000.00

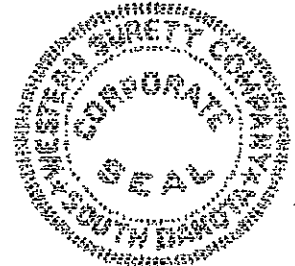
Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Paul T. Bruflat with the corporate seal affixed this 17th day of October, 2022.

ATTEST  
P. Leitheiser  
P. Leitheiser, Assistant Secretary

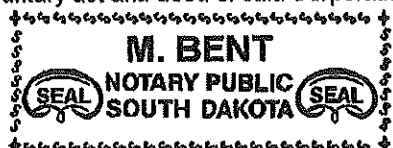
WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 17th day of October, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat and P. Leitheiser

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.



M. Bent  
Notary Public

My Commission Expires March 2, 2026  
To validate bond authenticity, go to [www.cnasurety.com](http://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:

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6 You may write the Texas Department of Insurance:

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

**7 PREMIUM OR CLAIM DISPUTES:**

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

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

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

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

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

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

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

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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:

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E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

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

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

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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Paul T. Brufat 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 COMMISSIONER PRECINCT #4 HOCKLEY COUNTY JUDGE

bond with bond number 15863951

for TOMMY CLEVINGER

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

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

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

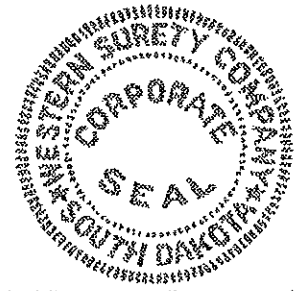
In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Paul T. Brufat with the corporate seal affixed this 20th day of December, 2022.

ATTEST

P. Leitheiser  
P. Leitheiser, Assistant Secretary

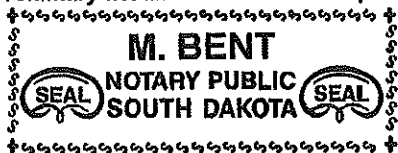
WESTERN SURETY COMPANY  
By Paul T. Brufat  
Paul T. Brufat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss



On this 20th day of December, 2022, before me, a Notary Public, personally appeared Paul T. Brufat and P. Leitheiser

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.



M. Bent  
Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to [www.ensurety.com](http://www.ensurety.com) > Owner/Obligee Services > Validate Bond Coverage.



# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

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

One Commissioner Precinct #4 Hockley County Judge

bond with bond number 15863951

for Tommy Clevenger

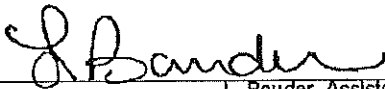
as Principal in the penalty amount not to exceed: \$3,000.00.

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

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In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 28th day of December, 2022.

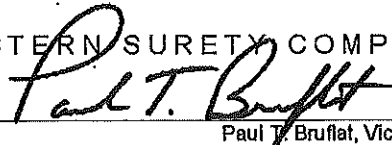
ATTEST



L. Bauder, Assistant Secretary

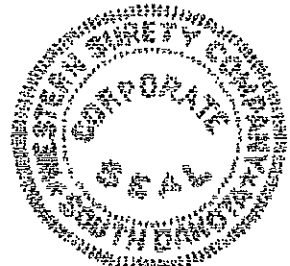
WESTERN SURETY COMPANY

By



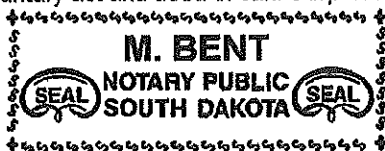
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } 55



On this 28th day of December, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat 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.



Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.





# Western Surety Company

## RIDER

To be attached to and form part of Bond No. 15863951

It is hereby mutually agreed and understood by and between Western Surety Company and **Tommy Clevenger**

that instead of as originally written; the bond is changed or revised in the particulars checked below:

- Principal Name changed to:
- Principal Address changed to:
- Vehicle/Vessel/Hull Information changed to:
- Lost Instrument Information changed to:
- Identification Number changed to:
- Penalty Amount changed to:
- Additional or Event Location:
- Effective Date changed to:
- Expiration Date changed to:
- The following bond information changed: **Bound unto the Hockley County Judge**

But in no event shall Western Surety Company's total liability for all locations exceed the aggregate amount set forth in the bond, regardless of the number of years this bond remains in force, the number of claims made, or the number of renewal premiums payable or paid. It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider becomes effective on the 1st day of January, 2023.

Signed this 28th day of December, 2022.

WESTERN SURETY COMPANY

By: Paul T. Bruffat  
Paul T. Bruffat, Vice President



Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Hockley } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 65735164

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

Dated this 28th day of December, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, duly Appointed (Elected—Appointed) to the office of County Treasurers in and for Hockley County, State of Texas, for a term of Four years commencing on the 1st day of January, 2023.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup> faithfully execute the duties of office.

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

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

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

Kelli Martin Principal  
WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Vice President



ACKNOWLEDGMENT OF PRINCIPAL

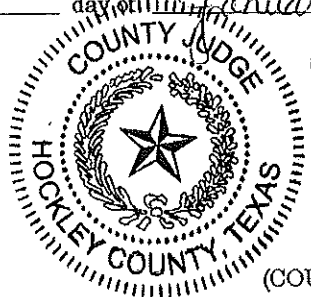
THE STATE OF TEXAS

County of Hockley } ss

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

Given under my hand and seal of office at Levelland, Texas, this 3rd day of January, 2023.

Sharla Baldrige  
County Judge, Hockley County, Texas



SEAL

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

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

Signed \_\_\_\_\_

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

SEAL

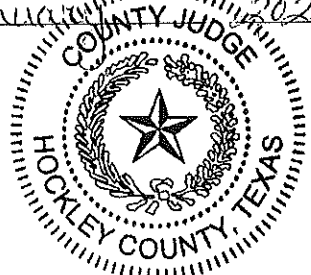
\_\_\_\_\_ County, Texas

OATH OF OFFICE  
(General)

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

Signed Kelli Martin

Sworn to and subscribed before me at Levelland, Texas, this 3rd day of January, 2023.



SEAL

Sharla Baldrige  
County Judge, Hockley County, Texas

THE STATE OF TEXAS }  
County of Hockley } ss

The foregoing bond of Kelli Martin as  
County Treasurer in and for Hockley County and State of Texas, this day  
approved in open Commissioner's Court.

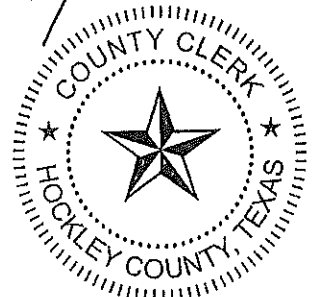
ATTEST:  
Jennifer Palermo Clerk  
County Court Hockley County

Date January 3, 2023  
Sharla Baldrige County Judge,  
Hockley County, Texas

THE STATE OF TEXAS }  
County of Hockley } ss

I, Jennifer Palermo, County Clerk, in and for said County, do hereby certify  
that the foregoing Bond dated the 3 day of January, 2023, with its certificates of  
authentication, was filed for record in my office the 3 day of January, 2023, at  
8:00 o'clock A. M., and duly recorded the 3 day of January, 2023, at  
8:00 o'clock A. M., in the Records of Official Bonds of said County in Volume \_\_\_\_\_, on page \_\_\_\_\_.

WITNESS my hand and the seal of the County Court of said County, at office in Lewinwood,  
Texas, the day and year last above written.  
By Pam Kiser Deputy County Court Hockley County  
Jennifer Palermo Clerk



ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 28th day of December,  
2022, personally appeared Paul T. Bruflat to me known to be the identical  
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the  
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the  
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



P. Dahl  
Notary Public

My Commission Expires June 18, 2025

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

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

One County Treasurers County of Hockley County

bond with bond number 65735164

for Kelli Martin

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

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Paul T. Bruflat with the corporate seal affixed this 28th day of December, 2022.

ATTEST

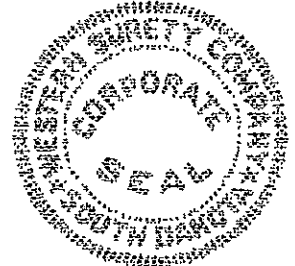
L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

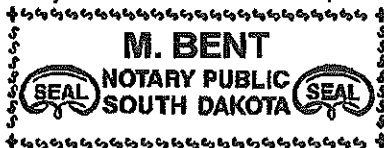
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss



On this 28th day of December, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat 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.



Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to [www.chasurety.com](http://www.chasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Hockley } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 65441093

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

Dated this 28th day of September, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, duly Elected (Elected—Appointed) to the office of Justice of The Peace Pct #2 in and for Hockley County, State of Texas, for a term of four years commencing on the 1st day of January, 2023.

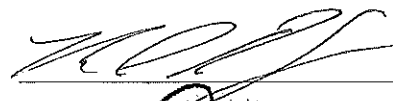
NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup>

faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office

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

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

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

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

ACKNOWLEDGMENT OF PRINCIPAL

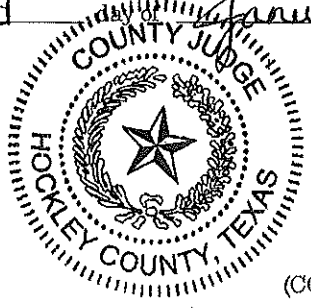
THE STATE OF TEXAS

County of Hockley } ss

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

Given under my hand and seal of office at Levelland, Texas, this 3rd day of January, 2023.

SEAL



Charla Baldrige  
County Judge, Hockley County, Texas

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

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

Signed \_\_\_\_\_

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

SEAL

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

OATH OF OFFICE  
(General)

I, Jerry Michael Richardson, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Justice of Peace Prec. 2, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at Levelland, Texas, this 3rd day of January

SEAL



Charla Baldrige  
County Judge, Hockley County, Texas

THE STATE OF TEXAS

County of Hockley } ss

The foregoing bond of Jerry Mike Richardson as  
Justice of Peace, Dist. 20 in and for Hockley County and State of Texas, this day  
approved in open Commissioner's Court.

ATTEST:  
Jennifer Palermo Clerk  
County Court Hockley County

Date January 3, 2023  
Sharla Baldrige County Judge,  
Hockley County, Texas

THE STATE OF TEXAS  
County of Hockley } ss

I, Jennifer Palermo County Clerk, in and for said County, do hereby certify  
that the foregoing Bond dated the 3 day of January, 2023, with its certificates of  
authentication, was filed for record in my office the 3 day of January, 2023, at  
8:00 o'clock A. M., and duly recorded the 3 day of January, 2023, at  
8:00 o'clock A. M., in the Records of Official Bonds of said County in Volume \_\_\_\_\_, on page \_\_\_\_\_.

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

By Ram Kison Deputy

Jennifer Palermo Clerk  
County Court Hockley County



ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA } ss  
County of Minnehaha

Before me, a Notary Public, in and for said County and State on this 28th day of September,  
2022, personally appeared Paul T. Bruflat to me known to be the identical  
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the  
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the  
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



P. Dahl  
Notary Public

My Commission Expires June 18, 2025

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

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

One Justice of The Peace Hockley County Pct #2

bond with bond number 65441093

for Mike Richardson

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

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

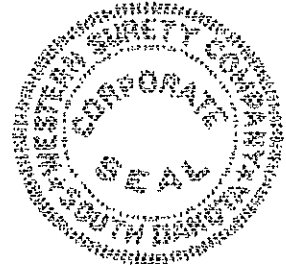
Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 28th day of September, 2022.

ATTEST

P. Leitheiser  
P. Leitheiser, Assistant Secretary

WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 28th day of September, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat and P. Leitheiser

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.

SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL  
**M. BENT**

M. Bent  
Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



Figure: 28 TAC §1.601(a)(3)

### IMPORTANT NOTICE

1 To obtain information or make a complaint:

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

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

**1-800-331-6053**

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

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

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

**1-800-252-3439**

6 You may write the Texas Department of Insurance:

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

#### 7 PREMIUM OR CLAIM DISPUTES:

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

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

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

### AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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

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

**1-800-331-6053**

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

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

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

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

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

#### DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

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



# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

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

One JUSTICE OF THE PEACE HOCKLEY COUNTY PCT #2

bond with bond number 65441093

for JERRY MIKE RICHARDSON  
as Principal in the penalty amount not to exceed: \$5,000.00

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

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

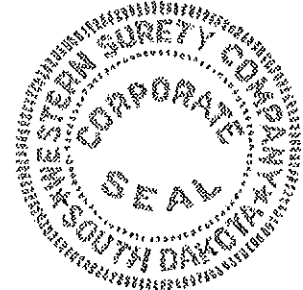
In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its  
Vice President Paul T. Bruflat with the corporate seal affixed this 20th day of December, 2022.

ATTEST

P. Leitheiser  
P. Leitheiser, Assistant Secretary

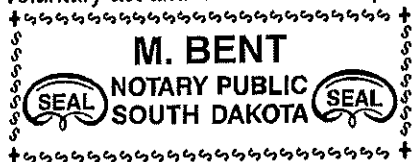
WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss



On this 20th day of December, 2022, before me, a Notary Public, personally appeared  
Paul T. Bruflat and P. Leitheiser

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.



M. Bent  
Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.





# Western Surety Company

## RIDER

To be attached to and form part of Bond No. 65441093

It is hereby mutually agreed and understood by and between Western Surety Company and MIKE RICHARDSON

that instead of as originally written; the bond is changed or revised in the particulars checked below:

- Principal Name changed to:**  
JERRY MIKE RICHARDSON
- Principal Address changed to:**
- Vehicle/Vessel/Hull Information changed to:**
- Lost Instrument Information changed to:**
- Identification Number changed to:**
- Penalty Amount changed to:**
- Additional or Event Location:**
- Effective Date changed to:**
- Expiration Date changed to:**
- The following bond information changed:**

But in no event shall Western Surety Company's total liability for all locations exceed the aggregate amount set forth in the bond, regardless of the number of years this bond remains in force, the number of claims made, or the number of renewal premiums payable or paid.  
It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider becomes effective on the 1st day of January, 2023.

Signed this 20th day of December, 2022.

WESTERN SURETY COMPANY

By: Paul T. Bruflat  
Paul T. Bruflat, Vice President



Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Hockley } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 66490289

That we, Jennifer Nicole Palermo, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Hockley County, his successors in office, in the sum of Seventy Five Thousand and 00/100 DOLLARS (\$75,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 22nd day of December, 2022.

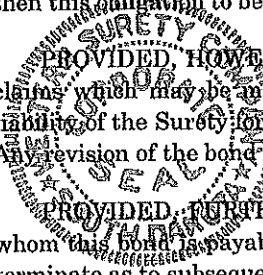
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 1st day of November, 2022, duly Elected (Elected—Appointed) to the office of County Clerk in and for Hockley County, State of Texas, for a term of 4 year s commencing on the 1st day of January, 2023.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup> faithfully perform the duties of office.

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

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

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



Jennifer Palermo Principal  
WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

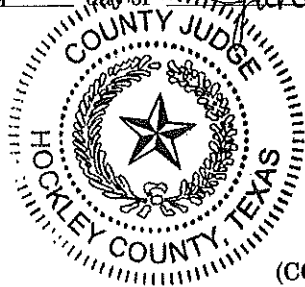
THE STATE OF TEXAS

County of Hockley } ss

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

Given under my hand and seal of office at Levelland, Texas, this 3rd day of January, 2023.

SEAL



Sharla Baldrige  
County Judge, Hockley County, Texas

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

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

Signed \_\_\_\_\_

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

SEAL

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

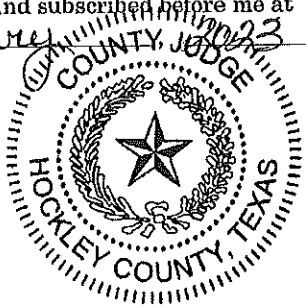
OATH OF OFFICE  
(General)

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

Signed Jennifer Palermo

Sworn to and subscribed before me at Levelland, Texas, this 3rd day of January, 2023.

SEAL



Sharla Baldrige  
County Judge, Hockley County, Texas

THE STATE OF TEXAS

County of Hockley } ss

The foregoing bond of Jennifer Palermo as County Clerk in and for Hockley County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Jennifer Palermo Clerk County Court Hockley County

Date January 3, 2023 Sharla Baldridge County Judge, Hockley County, Texas

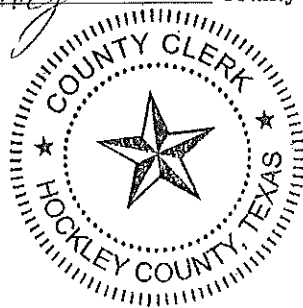
THE STATE OF TEXAS } ss  
County of Hockley

I, Jennifer Palermo, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 3 day of January, 2023, with its certificates of authentication, was filed for record in my office the 3 day of January, 2023, at 8:00 o'clock AM, and duly recorded the 3 day of January, 2023, at 8:00 o'clock AM, in the Records of Official Bonds of said County in Volume \_\_\_\_\_, on page \_\_\_\_\_.

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

By Dan Kiser Deputy

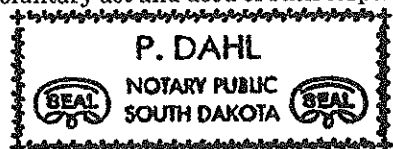
Jennifer Palermo Clerk County Court Hockley County



ACKNOWLEDGMENT OF SURETY (Corporate Officer)

STATE OF SOUTH DAKOTA } ss  
County of Minnehaha

Before me, a Notary Public, in and for said County and State on this 22nd day of December, 2022, personally appeared Paul T. Bruflat to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



P. Dahl Notary Public

My Commission Expires June 18, 2025

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

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

One County Clerk County of Hockley County

bond with bond number 66490289

for Jennifer Nicole Palermo  
as Principal in the penalty amount not to exceed: \$ 75,000.00.

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 22nd day of December, 2022.

ATTEST

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

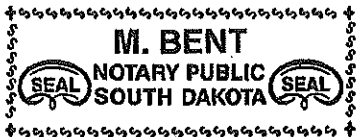
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss



On this 22nd day of December, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat 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.



My Commission Expires March 2, 2026

Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Hockley } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 66487899

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

Dated this 20th day of December, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 1st day of November, 2022, duly Elected (Elected—Appointed) to the office of Justice of the Peace in and for 3 Hockley County, State of Texas, for a term of 4 year s commencing on the 1st day of January, 2023.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup> faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office.

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

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

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

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

ACKNOWLEDGMENT OF PRINCIPAL

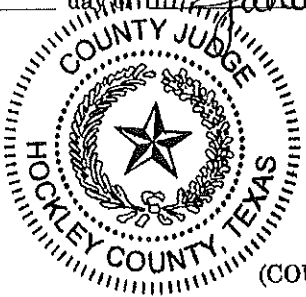
THE STATE OF TEXAS

County of Hockley } ##

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

Given under my hand and seal of office at Levelland, Texas, this 3rd day of January, 2023.

Sharla Baldrige  
County Judge, Hockley County, Texas



SEAL

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

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

Signed \_\_\_\_\_

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

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

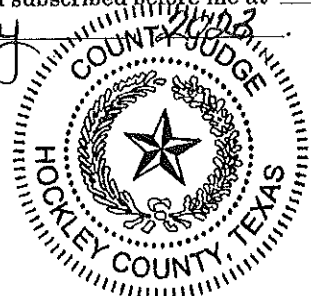
OATH OF OFFICE  
(General)

I, Larry Wood, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Hockley County Justice of Peace, Prec. 4, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Larry Wood

Sworn to and subscribed before me at Levelland, Texas, this 3rd day of January.

Sharla Baldrige  
Hockley County, Texas



SEAL



THE STATE OF TEXAS

County of Hockley } ss

The foregoing bond of Larry Wood as Hockley County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Jennifer Palermo Clerk  
County Court Hockley County

Date January 3, 2023  
Sharla Baldrige County Judge,  
Hockley County, Texas

THE STATE OF TEXAS

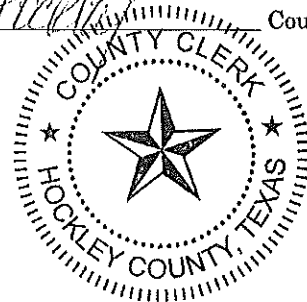
County of Hockley } ss

I, Jennifer Palermo, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 3 day of January, 2023, with its certificates of authentication, was filed for record in my office the 3 day of January, 2023, at 6:00 o'clock A. M., and duly recorded the 3 day of January, 2023, at 6:00 o'clock A. M., in the Records of Official Bonds of said County in Volume \_\_\_\_\_, on page \_\_\_\_\_.

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

By Pam Kiser Deputy

Jennifer Palermo Clerk  
County Court Hockley County



ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 20th day of December, 2022, personally appeared Paul T. Bruflat to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



P. Dahl  
Notary Public

My Commission Expires June 18, 2025

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

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

One Justice of the Peace County of Hockley County

bond with bond number 66487899

for Larry Wood

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

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 20th day of December, 2022.

ATTEST

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

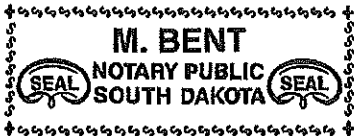
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss



On this 20th day of December, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat 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.



My Commission Expires March 2, 2026

Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Hockley } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 66488044

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

Dated this 20th day of December, 2022.

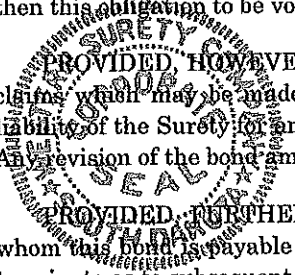
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 1st day of November, 2022, duly Elected (Elected—Appointed) to the office of Justice of the Peace in and for Hockley County, State of Texas, for a term of 4 years commencing on the 1st day of January, 2023.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup> faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office.

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

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

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



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

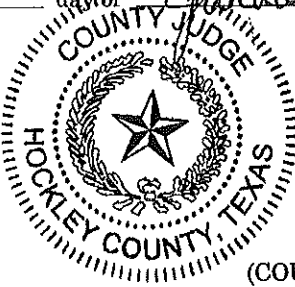
ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Hockley } ss

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

Given under my hand and seal of office at Levelland, Texas, this 3rd day of January, 2023.



Charla Baldrige  
County Judge, Hockley County, Texas

SEAL

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

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

Signed \_\_\_\_\_

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

SEAL

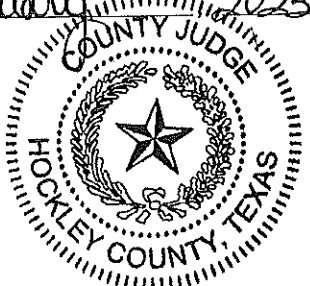
\_\_\_\_\_ County, Texas

OATH OF OFFICE  
(General)

I, Christopher Derek Lawless do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Justice of the Peace Pct 5, Hockley Co., of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Christopher Derek Lawless

Sworn to and subscribed before me at Levelland, Texas, this 3rd day of January, 2023.



Charla Baldrige  
County Judge, Hockley County, Texas

SEAL

THE STATE OF TEXAS

County of Hockley } ss

The foregoing bond of Christopher Derek Lawless as  
Justice of the Peace, Prec. 5 in and for Hockley County and State of Texas, this day  
approved in open Commissioner's Court.

ATTEST:

Jennifer Palomo Clerk  
County Court Hockley County

Date January 3, 2023  
Charla Baldrige County Judge,  
Hockley County, Texas

THE STATE OF TEXAS

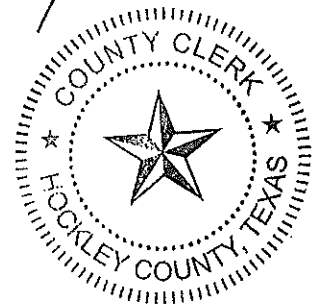
County of Hockley } ss

I, Jennifer Palomo, County Clerk, in and for said County, do hereby certify  
that the foregoing Bond dated the 3 day of January, 2023, with its certificates of  
authentication, was filed for record in my office the 3 day of January, 2023, at  
9:00 o'clock A M., and duly recorded the 3 day of January, 2023, at  
9:00 o'clock A M., in the Records of Official Bonds of said County in Volume \_\_\_\_\_, on page \_\_\_\_\_.

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

By Pam Kiser Deputy

Jennifer Palomo Clerk  
County Court Hockley County



ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 20th day of December,  
2022, personally appeared Paul T. Bruflat to me known to be the identical  
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the  
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the  
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



P. Dahl  
Notary Public

My Commission Expires June 18, 2025

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

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

One Justice of the Peace County of Hockley County

bond with bond number 66488044

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

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 20th day of December, 2022.

ATTEST

L. Bauder

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

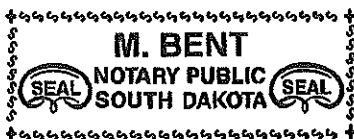
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss



On this 20th day of December, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat 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.



M. Bent

My Commission Expires March 2, 2026

Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Hockley } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 66478495

That we, Oralie Gutierrez, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto 1Governor, his successors in office, in the sum of 2Thirty Thousand and 00/100 DOLLARS (\$30,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 9th day of December, 2022.

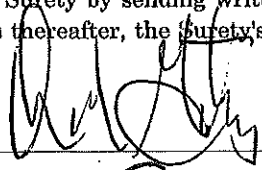
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 1st day of November, 2022, duly Elected (Elected—Appointed) to the office of District Clerk in and for 3Hockley County, State of Texas, for a term of 4 years commencing on the 1st day of January, 2023.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup> faithfully perform the duties of the office.

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

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

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

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

ACKNOWLEDGMENT OF PRINCIPAL

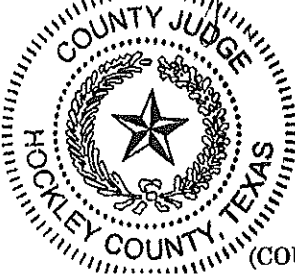
THE STATE OF TEXAS

County of Hockley } ss

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

Given under my hand and seal of office at Sevelland, Texas, this 3rd day of January, 2023.

Sharla Baldrige, County Judge  
Hockley County, Texas



SEAL

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

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

Signed \_\_\_\_\_

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

SEAL

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

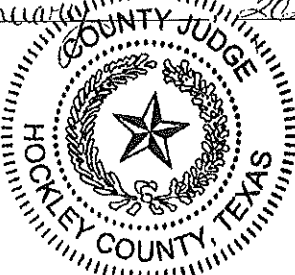
OATH OF OFFICE  
(General)

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

Signed \_\_\_\_\_

Sworn to and subscribed before me at Sevelland, Texas, this 3rd day of January, 2023.

Sharla Baldrige, County Judge  
Hockley County, Texas



SEAL



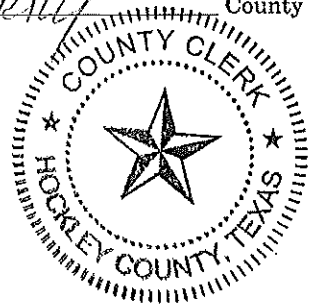
THE STATE OF TEXAS }  
County of Hockley } ss  
The foregoing bond of Analie Gutierrez as  
District Clerk in and for \_\_\_\_\_ County and State of Texas, this day  
approved in open Commissioner's Court.

ATTEST:  
Jennifer Palermo Clerk  
County Court Hockley County

Date January 3, 2023  
Shirley Baldrige County Judge,  
Hockley County, Texas

THE STATE OF TEXAS }  
County of Hockley } ss  
I, Jennifer Palermo, County Clerk, in and for said County, do hereby certify  
that the foregoing Bond dated the 3 day of January, 2023, with its certificates of  
authentication, was filed for record in my office the 3 day of January, 2023, at  
9:00 o'clock A. M., and duly recorded the 3 day of January, 2023, at  
8:00 o'clock A. M., in the Records of Official Bonds of said County in Volume \_\_\_\_\_, on page  
\_\_\_\_\_.

WITNESS my hand and the seal of the County Court of said County, at office in Loveland,  
Texas, the day and year last above written.  
By Pam Kison Deputy  
Jennifer Palermo Clerk  
County Court Hockley County



ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 9th day of December,  
2022, personally appeared Paul T. Bruflat to me known to be the identical  
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the  
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the  
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



P. Dahl  
Notary Public

My Commission Expires June 18, 2025

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

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

One District Clerk County of Hockley

bond with bond number 66478495

for Oralie Gutierrez

as Principal in the penalty amount not to exceed: \$ 30,000.00.

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 9th day of December, 2022.

ATTEST

P. Leitheiser, Assistant Secretary

WESTERN SURETY COMPANY

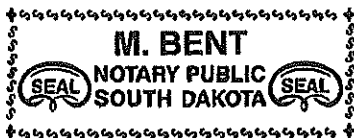
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss



On this 9th day of December, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat and P. Leitheiser

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



My Commission Expires March 2, 2026

Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Pct 2 } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 66485724

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

Dated this 16th day of December, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 1st day of November, 2022, duly Elected (Elected—Appointed) to the office of County Commissioner in and for Pct 2 County, State of Texas, for a term of 4 year s commencing on the 1st day of January, 2023.

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

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

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

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

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

ACKNOWLEDGMENT OF PRINCIPAL

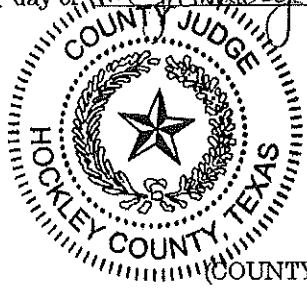
THE STATE OF TEXAS

County of Hockley } ss

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

Given under my hand and seal of office at Lewelland, Texas, this 3rd day of January, 2023.

SEAL



Sharla Baldrige, County Judge  
Hockley County, Texas

OATH OF OFFICE

(COUNTY COMMISSIONERS and COUNTY JUDGE)

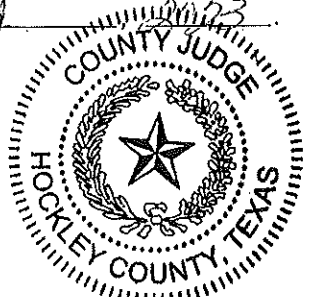
I, Larry Carter, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Hockley County Commissioner, Dist. 2, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed

Larry Carter  
Lewelland

Sworn to and subscribed before me at January, 2023, Texas, this 3rd day of

SEAL



Sharla Baldrige, County Judge  
Hockley County, Texas

OATH OF OFFICE

(General)

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

Signed \_\_\_\_\_

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

SEAL

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

THE STATE OF TEXAS }  
County of Hockley } ss

The foregoing bond of Larry Carter as  
Commissioner, Prec. 2 in and for Hockley County and State of Texas, this day  
approved in open Commissioner's Court.

ATTEST:  
Jennifer Pickens Clerk  
County Court Hockley County

Date January 3, 2023  
Shank Baldridge County Judge,  
Hockley County, Texas

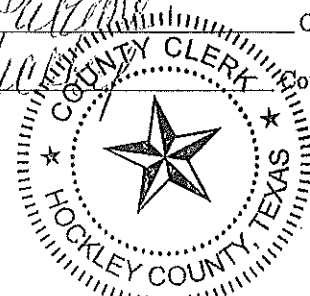
THE STATE OF TEXAS }  
County of Hockley } ss

I, Jennifer Pickens, County Clerk, in and for said County, do hereby certify  
that the foregoing Bond dated the 3 day of January, 2023, with its certificates of  
authentication, was filed for record in my office the 3 day of January, 2023, at  
8:00 o'clock PM, and duly recorded the 3 day of January, 2023, at  
8:00 o'clock PM, in the Records of Official Bonds of said County in Volume \_\_\_\_\_, on page \_\_\_\_\_.

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

By Tommy Doherty Deputy

Jennifer Pickens Clerk  
County Court Hockley County



ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 16th day of December,  
2022, personally appeared Paul T. Bruflat to me known to be the identical  
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the  
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the  
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



P. Dahl  
Notary Public

My Commission Expires June 18, 2025

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

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

One County Commissioner County of Hockley County

bond with bond number 66485724

for Larry Carter

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

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 16th day of December, 2022.

ATTEST

*P. Leitheiser*

P. Leitheiser, Assistant Secretary

WESTERN SURETY COMPANY

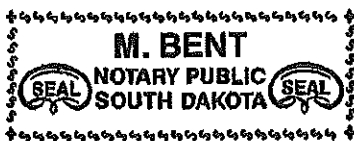
By

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 16th day of December, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat and P. Leitheiser who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires March 2, 2026

*M. Bent*

Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.





# Western Surety Company

## RIDER

To be attached to and form part of Bond No. 66485724

It is hereby mutually agreed and understood by and between Western Surety Company and **Larry Carter**

that instead of as originally written; the bond is changed or revised in the particulars checked below:

- Principal Name changed to:
- Principal Address changed to:
- Vehicle/Vessel/Hull Information changed to:
- Lost Instrument Information changed to:
- Identification Number changed to:
- Penalty Amount changed to:
- Additional or Event Location:
- Effective Date changed to:
- Expiration Date changed to:
- The following bond information changed: **this bond is bound unto: Hockley County Judge**

But in no event shall Western Surety Company's total liability for all locations exceed the aggregate amount set forth in the bond, regardless of the number of years this bond remains in force, the number of claims made, or the number of renewal premiums payable or paid.

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider becomes effective on the 1st day of January, 2023.

Signed this 28th day of December, 2022.

WESTERN SURETY COMPANY

By: Paul T. Bruflat  
Paul T. Bruflat, Vice President



# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

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

One County Commissioner Hockley County Judge

bond with bond number 66485724

for Larry Carter

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

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 28th day of December, 2022.

ATTEST

L. Bauder

L. Bauder, Assistant Secretary

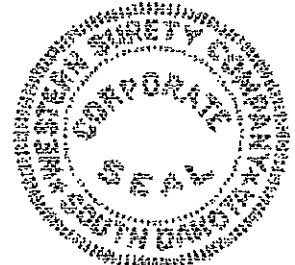
WESTERN SURETY COMPANY

By

Paul T. Bruflat

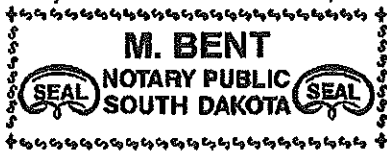
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss



On this 28th day of December, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat 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.



M. Bent

Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.





Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Hockley } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 66487420

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

Dated this 20th day of December, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 1st day of November, 2022, duly Elected (Elected—Appointed) to the office of County Judge in and for 3 Hockley County, State of Texas, for a term of 4 years commencing on the 1st day of January, 2023.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup>

pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes.

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

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

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

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

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Hockley }

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

Given under my hand and seal of office at Hockley County, Texas, this 3rd day of January, 2022.

Pat Phelan  
Hockley County, Texas  
286th Judicial District Judge

SEAL

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

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

Signed Sharla Baldrige  
Hockley County, Texas, this 3rd day of January, 2022.

SEAL

Pat Phelan  
Hockley County, Texas  
286th Judicial District Judge

OATH OF OFFICE  
(General)

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

Signed \_\_\_\_\_

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

SEAL

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

THE STATE OF TEXAS

County of Hockley } ss

The foregoing bond of Charla Baldrige as County Judge in and for Hockley County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Jennifer Palumbo Clerk  
County Court Hockley County

Date January 3, 2023  
Charla Baldrige County Judge,  
Hockley County, Texas

THE STATE OF TEXAS

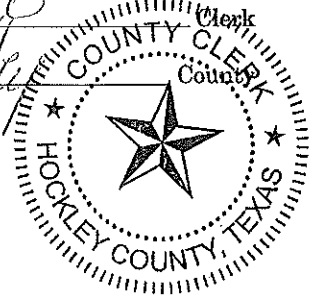
County of Hockley } ss

I, Jennifer Palumbo, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 3 day of January, 2023, with its certificates of authentication, was filed for record in my office the 3 day of January, 2023, at 9:00 o'clock A. M., and duly recorded the 3 day of January, 2023, at 9:00 o'clock A. M., in the Records of Official Bonds of said County in Volume/ \_\_\_\_\_, on page \_\_\_\_\_.

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

By Pam Kiser Deputy

Jennifer Palumbo Clerk  
County Court Hockley



ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA } ss  
County of Minnehaha

Before me, a Notary Public, in and for said County and State on this 20th day of December, 2022, personally appeared Paul T. Bruflat to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



P. Dahl  
Notary Public

My Commission Expires June 18, 2025

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

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

One County Judge County of Hockley County

bond with bond number 66487420

for Sharla Baldrige  
as Principal in the penalty amount not to exceed: \$ 100,000.00.

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its  
Vice President with the corporate seal affixed this 20th day of December,  
2022.

ATTEST

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

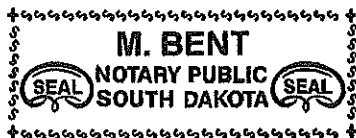
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss



On this 20th day of December, 2022, before me, a Notary Public, personally appeared  
Paul T. Bruflat 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.



My Commission Expires March 2, 2026

Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.





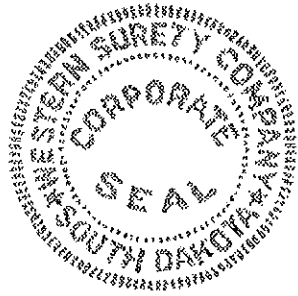
# Western Surety Company

## CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 65357638 briefly described as DEPUTY DISTRICT CLERK COUNTY OF HOCKLEY,  
 \_\_\_\_\_,  
 for MAGGIE RODRIGUEZ,  
 \_\_\_\_\_, as Principal,  
 in the sum of \$ THIRTY THOUSAND AND NO/100 Dollars, for the term beginning January 14, 2023, and ending January 14, 2024, 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 7th day of November, 2022.



WESTERN SURETY COMPANY

By Paul T. Bruhat  
 Paul T. Bruhat, Vice President

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

Figure: 28 TAC §1.601(a)(3)

### IMPORTANT NOTICE

1 To obtain information or make a complaint:

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

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

**1-800-331-6053**

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

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

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

**1-800-252-3439**

6 You may write the Texas Department of Insurance:

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

#### 7 PREMIUM OR CLAIM DISPUTES:

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

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

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

### AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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

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

**1-800-331-6053**

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

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

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

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

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

#### DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

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



# Western Surety Company

## CONTINUATION CERTIFICATE

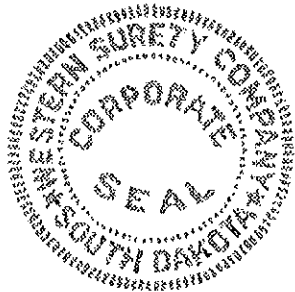
Western Surety Company hereby continues in force Bond No. 65365136 briefly described as DEPUTY COUNTY CLERK COUNTY OF HOCKLEY,  
 \_\_\_\_\_,  
 for JUANITA SALAZAR,  
 \_\_\_\_\_, as Principal,  
 in the sum of \$ FORTY THOUSAND AND NO/100 Dollars, for the term beginning January 21, 2023, and ending January 21, 2024, 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 9th day of November, 2022.

WESTERN SURETY COMPANY

By Paul T. Bruflatt  
 Paul T. Bruflatt, Vice President



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

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.

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

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

**1-800-252-3439**

6 You may write the Texas Department of Insurance:

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

**7 PREMIUM OR CLAIM DISPUTES:**

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

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

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

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

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

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

**1-800-331-6053**

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

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

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**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.



Update from District Attorney concerning status on the Capital Murder Grant Application

Motion by Commissioner Carter, second by Commissioner Graf, 4 votes yes, 0 votes no, that Commissioners Court TABLED the discussion and potential action concerning the District Attorney's request for use of \$250,000.00 in ARPA funding to retain one expert.

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 3rd day of January, A. D. 2023, was examined by me and approved.

Mona Wisdom  
Commissioner, Precinct No. 1

[Signature]  
Commissioner, Precinct No. 3

[Signature]  
Commissioner, Precinct No. 2

[Signature]  
Commissioner, Precinct No. 4

Charla Baldrige  
County Judge

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

