

**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 the 8TH day of September, 2015 at 10:00 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 two Special Meetings of the Commissioners Court held Monday, August 24, 2015.
2. Read for approval all monthly bills and claims submitted to the court and dated through September 8, 2015.
3. Hear Public Assistance monthly report.
4. Consider and take necessary action to approve the Official Bond and Oath of Michael Lance Scott.
5. Consider and take necessary action to approve the Interlocal Contract for Medical Examiner Services with Lubbock County for 2016.
6. Consider and take necessary action to approve two road crossings for Paul Isaacks on Filly Road and Hawk Road.
7. Consider and take necessary action to take bids for gravel hauling from RE Janes Gravel Company in Slaton, Texas to Maine Road in Precinct 4.
8. Consider and take necessary action to approve the Republican Election Judges for ²⁰¹⁶2015.
9. Consider and take necessary action to approve the SAVNS Maintenance Grant Contract between the Office of the Attorney General and Hockley County.
10. Consider and take necessary action to make nominations for election of members to the Hockley County Appraisal District Board of Directors for the 2016-2017 term.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

BY: _____

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 4TH day of September, 2015, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 4TH day of September, 2015.

Irene Gumula

Irene Gumula, County Clerk, and Ex-Officio
Clerk of Commissioners' Court, Hockley County, Texas

FILED FOR RECORD

AT _____ O'CLOCK _____ M.

SEP 04 2015

Irene Gumula
County Clerk, Hockley County, Texas

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SPECIAL MEETING
SEPTEMBER 8, 2015

Be it remembered that on this the 8TH day of September A.D. 2015, 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:

Larry Sprowls (ABSENT)	County Judge
Curtis D. Thrash	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
J. L. "Whitey" Barnett	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger	Commissioner Precinct No. 4

Irene Gumula, County Clerk, and Ex-Officio Clerk of Commissioners' Court when the following proceedings were had, to-wit:

Motion by Commissioner Barnett, seconded by Commissioner Thrash , 4 Votes Yes, 0 Votes No, that the Minutes of two Special meetings of the Commissioners' Court, held on the 24th day of August, A.D. 2015, be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through September 8th , A. D. 2015, be approved and stand as read.

Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court grant permission and authority to Paul Isaacks, (Filly Road and Hawk Road) to lay, construct, operate and maintain pipelines transporting water under and across county roads, situated in Commissioners' Precinct No. 1, Hockley County, Texas as set forth in the below recorded Petition, Exhibit and Order of the Court.

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF Paul Isaacks, FOR
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

Comes now, the Petitioner, Paul Isaacks, and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain water pipelines under and across certain county roads situated in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting water from the Petitioner's sources of supply to Petitioner's markets.

The location of the points at which Petitioner wishes to undercross said county roads with said pipelines and the general specifications are more particularly described on a map marked Exhibit "A" and general specifications marked Exhibit "B", all of which are attached hereto and made a part of this application. Petitioner represents and states that if granted the authority herein requested, it will conform with and abide by the rules of all persons and bodies having jurisdiction and by the following conditions:

1. The Petitioner shall, in constructing said pipelines undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said pipelines undercrossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each pipelines undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said pipelines are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
3. So long as said pipelines are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said pipelines undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.
4. Should Petitioner remove said pipelines from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.
5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said pipelines by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.

Wherefore, your Petitioner respectfully prays that your Honorable Board enter and order herein authorizing Petitioner to use and occupy the portions of the roads in Hockley County, Texas, more particularly herein above set out and described and at the locations shown and set out in said Exhibits "A" and "B" attached to this application.

DATED this 27 day of August, 2015.

BY

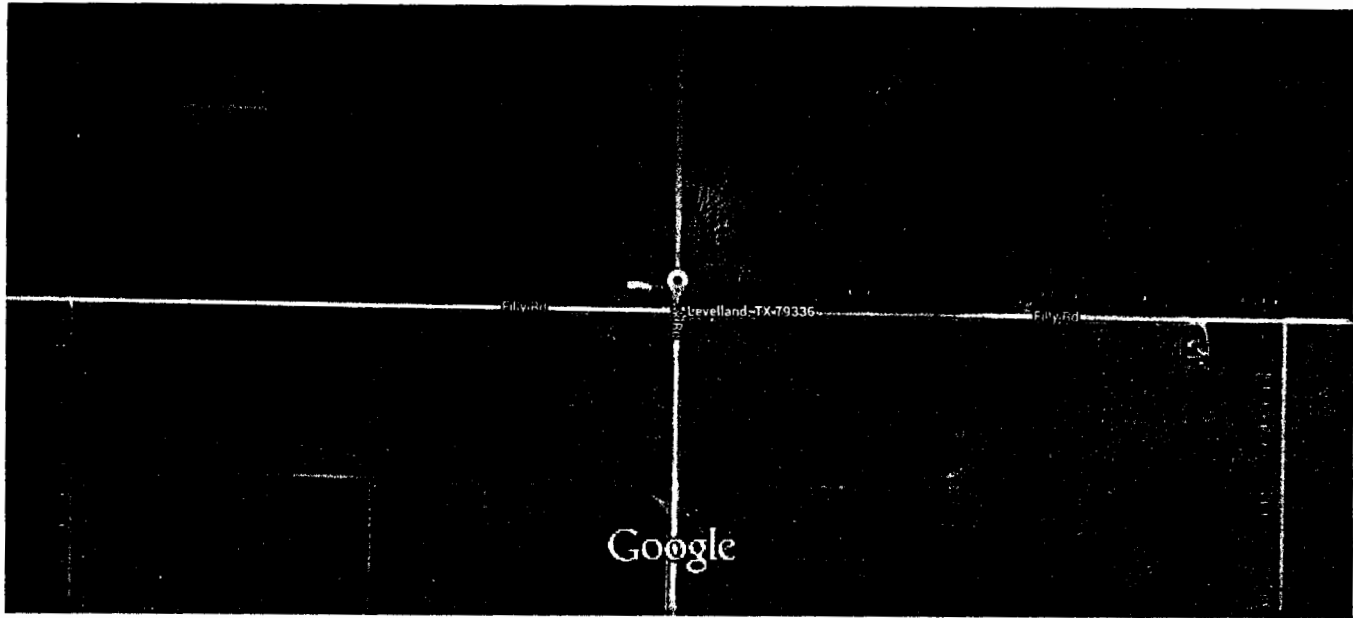
Paul Isaacks



Google

Filly Rd & Hawk Rd

gresham



Imagery ©2015 Google, Map data ©2015 Google 500 ft

Filly Rd & Hawk Rd
Levelland, TX 79336

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<https://www.google.com/maps/place/Filly+Rd+%26+Hawk+Rd,+Levelland,+TX+79336/...> 8/27/2015

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF PAUL ISAACKS FOR AUTHORITY TO USE A
PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

ORDER

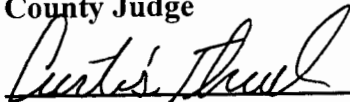
This cause coming on to be upon the petition of PAUL ISAACKS hereinafter referred to as "Petitioner". The Board finds that in order that Petitioner may carry out its corporate objects and powers, it is necessary for it to lay, construct, operate and maintain pipelines across certain county roads situated in Hockley County, Texas, as set forth in the Petitioner's application filed herein.

THEREFORE, IT IS HEREBY ORDERED that, subject to the conditions herein after set forth, said Petitioner, PAUL ISAACKS is hereby granted permission and authority to lay, construct, operate and maintain pipelines across certain county roads at the locations set forth in Exhibits "A" and "B" attached to the application of Petitioner herein, which Exhibits "A" and "B" and application are hereby made a part of this order as fully as if set out in length herein provided.

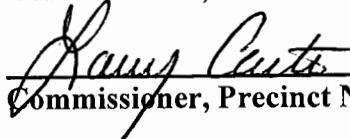
1. The Petitioner shall, in constructing said pipelines undercrossing cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said pipelines undercrossing in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each pipelines undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said pipelines are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
3. So long as said pipelines are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said pipelines undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.
4. Should Petitioner remove said pipelines from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.
5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said pipelines by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.

ABSENT

County Judge



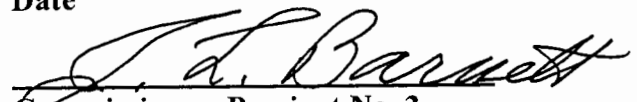
Commissioner, Precinct No. 1



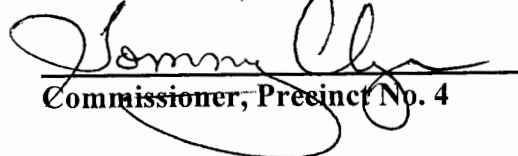
Commissioner, Precinct No. 2

09/08/2015

Date



Commissioner, Precinct No. 3



Commissioner, Precinct No. 4

Rebecca Currington, Public Assistance reported her August, 2015, monthly approvals and denial request for Public Assistance, as per Report recorded below.

Upon recommendation by Rebecca Currington, Public Assistance Administrator, the following list of applicants' requests for public assistance, have been approved or denied for the month of August 2015.

APPROVED APPLICANTS

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>	<u>REQUEST</u>	<u>AMOUNT</u>
Shellie Parr	903 S. Alamo Rd. Apt. #35	Levelland	Shelter	\$135.00
Elizabeth Kuehler	903 S. Alamo Rd. Apt. #15	Levelland	Shelter	\$146.00
Kemisha Asberry	118 Poplar	Levelland	Electric	\$ 75.00
Margaret Ochoa	1837 Ave. I Apt.#11-B	Levelland	Electric	\$ 75.00
Jasmine Sanchez	203 Ave. N	Levelland	Shelter	\$150.00
Clare Flores	2761 Belvedere Rd.	Levelland	Electric	\$ 75.00

DENIED APPLICANTS

The below listed applicants have been denied their public assistance request for one/more of the following reasons:

- Income of applicant(s) exceeds that of an indigent person, according to the guidelines of the Commissioners' Court of Hockley County, Texas.
- Applicant is in an all adult household in which no one is receiving Social Security due to age or disability.
- Not all money received by household, either income, available funds or contribution, was reported by household.
- Conflict of information regarding either household members or income received.
- No emergency situation exists as loss of job income was not due to illness or layoff.
- Other reason -

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>
Elizabeth Kuehler	903 S. Alamo Rd. Apt.# 15	Levelland
Andrew Webster	1603 Wilson Street	Levelland
Leticia Sandoval	2789 Belvedere Rd. #2	Levelland

**Motion by Commissioner Thrash, seconded by Commissioner Clevenger,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Official Bond and
Oath of Michael Lance Scott, as per Official Bond and Oath 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. 54939425

That we, Michael Lance Scott, 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, his successors in office,

in the sum of One Thousand and 00/100 DOLLARS (\$1,000.00), 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 April, 2015.

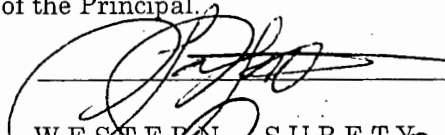
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, _____, duly appointed to the office of Constable Pct. 5 in and for Hockley County, State of Texas, for a term of one year commencing on the 28th day of August, 2015.

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 faithfully perform the duties imposed by law.

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.

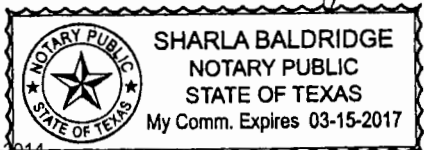

Principal
WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Hockley } ss

Before me, the undersigned Notary Public on this day, personally appeared Michael Lance Scott, 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 31st day of August, 2015.



SEAL

Form 862-A-11-1044

Page 1 of 4

Sharla Baldrige
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, _____, 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 Michael Lance Scott as Constable Prec. 5 in and for Hockley County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Alrene Sumula Clerk
County Court Hockley County

Date Aug 9-8, 2015
[Signature] County Judge,
Hockley County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, _____, at _____ o'clock _____ M., and duly recorded the _____ day of _____, _____, at _____ o'clock _____ 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.

Clerk
By _____ Deputy _____ County Court _____ County

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000-10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"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."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"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."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"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."
Constable	Set by the Commissioners Court \$500 minimum — \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.
4. Conditions.

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

April, 2015, 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.



M. Bent

Notary Public

My Commission Expires March 2, 2020

 Western Surety Company	OFFICIAL BOND AND OATH	On Behalf of	Principal	Official Title	Filed the _____ day of _____,	at _____ o'clock _____ M.	Clerk _____	County Court _____ County, Texas
			_____	_____	_____	_____	_____	_____

1 IMPORTANT NOTICE

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) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

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) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

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 Carter, seconded by Commissioner Barnett,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the annual Interlocal
Contract for Medical Examiner Services with Lubbock County for 2016, as per
Interlocal Contract recorded below.

STATE OF TEXAS § MEDICAL EXAMINER SERVICES
 § FISCAL YEAR 2016
COUNTY OF LUBBOCK § COUNTY

This AGREEMENT is entered into by and between the County of Lubbock, Texas, (hereinafter referred to as LUBBOCK COUNTY) and HOCKLEY COUNTY (hereinafter referred to as CONTRACTING COUNTY.)

WHEREAS it is in the public's interest to investigate fully sudden and unexplained deaths occurring in CONTRACTING COUNTY, Texas; and

WHEREAS, LUBBOCK COUNTY, through its Medical Examiner's Office has personnel available with the knowledge and expertise to provide professional medical examiner services; and

WHEREAS, CONTRACTING COUNTY desires to contract with LUBBOCK COUNTY for professional medical examiner services;

NOW THEREFORE, the parties hereto agree that CONTRACTING COUNTY shall retain LUBBOCK COUNTY as an independent contractor not an employee, for professional services more particularly described as follows:

**ARTICLE I
SERVICES TO BE PERFORMED**

LUBBOCK COUNTY, through the Lubbock County Medical Examiner's Office will:

1. Provide autopsy services in accordance with the following:
 - a. Texas Code of Criminal Procedure, §§ 49.01 and 49.25
 - b. Texas Health and Safety Code, §§ 671.011, 672.012 and Chapter 693
 - c. Occupations Code, Chap. 151 (The Medical Practice Act)
 - d. Texas Government Code, Chap. 552 (Public Information Act)
2. Upon request, perform autopsies in all instance required by and in a manner consistent with the Texas Code of Criminal Procedure, §§ 49.01 and 49.25. Autopsies will be performed upon request on individuals whose remains are discovered within CONTRACTING COUNTY or whose death is being investigated by a law enforcement agency with jurisdiction in CONTRACTING COUNTY. In those instances where the circumstances of the death indicate that the death may have been caused by unlawful means the autopsy shall be performed by a board certified pathologist or a board certified pathologist shall be present to observe the autopsy.
3. Fully document autopsies through the use of photography, laboratory analysis of tissue and other samples deemed necessary by the forensic pathologist.

4. Create a record, either electronic or printed, of the autopsy findings.
5. Allow attendance at the autopsy procedure by appropriate investigative agencies.
6. Permit appropriate investigative agencies to independently document the autopsy that they have been permitted to attend.

CONTRACTING COUNTY will:

1. Provide advance notification by either telephone or facsimile between the hours of 8:00 a.m. to 5:00 p.m. to request an autopsy. After hours, CONTRACTING COUNTY will contact the investigator on call by phone at 806-687-9434. A description of the circumstances known regarding the death shall also be provided.
2. Provide proper written authorization by CONTRACTING COUNTY authorities to conduct the autopsy.
3. Provide medical records of the deceased, when available.
4. Provide copies of the investigation reports of the law enforcement agency involved. Such reports shall remain the property of the law enforcement agency providing same. Records maintained by the Lubbock County Medical Examiner's Office are subject to the Texas Public Information Act. Texas Government Code § 502 *et seq.*
5. Retrieve evidence upon completion of autopsy services provided by LUBBOCK COUNTY. For purposes of this Agreement, evidence shall be defined as those items discovered or produced during or as a result of the autopsy, including but not limited to projectiles, clothing, sexual assault kits, and ligatures that can be offered as proof of a crime or a tort in a court of law. Should the evidence not be picked up within thirty (30) days of completion of the autopsy, CONTRACTING COUNTY shall be notified in writing of the following retrieval options:
 - a. CONTRACTING COUNTY shall send a representative to retrieve evidence; or
 - b. CONTRACTING COUNTY shall request that LUBBOCK COUNTY ship the evidence to CONTRACTING COUNTY, either by registered mail, return receipt requested, or overnight carrier, and LUBBOCK COUNTY shall invoice COUNTY for the cost of shipping, plus ten (10) percent; or
 - c. CONTRACTING COUNTY can request that LUBBOCK COUNTY destroy evidence. CONTRACTING COUNTY will send a letter to LUBBOCK COUNTY requesting and authorizing such destruction.

CONTRACTING COUNTY shall respond in writing to LUBBOCK COUNTY as to which option it has selected within ten (10) days of receipt of notice.

ARTICLE II AUTOPSY RECORDS

All written CONTRACTING COUNTY autopsy reports, laboratory tests and reports, data, documents, x-rays, photographs, field investigators' reports, correspondences, magnetic recordings, or other tangible items from which a report may be accurately reproduced ("Autopsy Records") will be retained by LUBBOCK COUNTY. A copy of the autopsy report and toxicology report will be provided to CONTRACTING COUNTY by LUBBOCK COUNTY. Other retained material will be available by specific request.

ARTICLE III COURT APPEARANCES

- A. Appearances during court hearings and trials are a critical function of medical examiner services, LUBBOCK COUNTY will cooperate, to the fullest extent of the law with the CONTRACTING COUNTY District Attorney and with any law enforcement agencies having jurisdiction over a given case.
- B. As part of the services under this Agreement, LUBBOCK COUNTY's forensic pathologist will appear as necessary during grand jury proceedings, depositions, court hearings and trials in criminal cases. Such appearances will be limited to those cases where the LUBBOCK COUNTY forensic pathologist performed the autopsy and to such other cases in which LUBBOCK COUNTY might agree to appear. The CONTRACTING COUNTY District Attorney's Office is authorized to request such appearances.
- C. LUBBOCK COUNTY shall be reimbursed, in accordance with Attachment A for all fees and expenses associated with such appearances as well as pre-trial consultation and record reviews, evidence shipping, and all travel expenses associated with any such appearances, including hotel, food, and mileage expenses.

ARTICLE IV CATASTROPHIC EVENTS

The parties acknowledge and agree that this Agreement is not intended to provide services with respect to either man-made or natural disasters or other large-scale emergencies. Neither LUBBOCK COUNTY nor CONTRACTING COUNTY will be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of LUBBOCK COUNTY or CONTRACTING COUNTY and which by the exercise of due diligence neither LUBBOCK COUNTY nor CONTRACTING COUNTY is able, wholly or in

part, to prevent or overcome. The parties agree to work together to secure assistance to the extent commercially reasonable from neighboring county pathologists, local physicians, or other entities capable of providing services required for investigating those deaths covered by this section. CONTRACTING COUNTY will provide financial assistance in an amount to be determined by the CONTRACTING COUNTY Commissioners in exceptional situations of a CONTRACTING COUNTY emergency or disaster.

ARTICLE V CREDENTIALING

LUBBOCK COUNTY shall maintain at least one board certified forensic pathologist for the duration of this Agreement. All physicians hired to perform services under this Agreement will hold appropriate credentials according to standards of practice for forensic pathology or will meet those standards within a time frame established prior to their employment. LUBBOCK COUNTY shall select and assign specific forensic pathologists to provide medical examiner services for CONTRACTING COUNTY and shall, upon request, provide current copies of all licensure, credentialing, insurance and such other relevant information for each forensic pathologist rendering services for CONTRACTING COUNTY under this Agreement to the extent such information is not privileged or confidential by law.

ARTICLE VI COMPENSATION

- A. Payment for services shall be reimbursed by CONTRACTING COUNTY in accordance with Attachment A.
- B. In addition, during the term of this Agreement, CONTRACTING COUNTY will reimburse LUBBOCK COUNTY for expenses directly related to each autopsy and as required, including but not limited to:
 - 1. Laboratory tests, including toxicology;
 - 2. Radiology, including x-rays;
 - 3. Dental examinations, including x-rays;
 - 4. Anthropology examinations, including x-rays.
- C. LUBBOCK COUNTY will invoice CONTRACTING COUNTY upon completion of an autopsy and payment from CONTRACTING COUNTY shall be remitted within 30 days of receipt of invoice. Invoices presented to CONTRACTING COUNTY for fees, evidence shipping, and travel expenses shall be paid within 30 days of receipt of invoice.
- D. LUBBOCK COUNTY will send an invoice for payment to CONTRACTING COUNTY at, 802 HOUSTON ST., SUITE 101, LEVELLAND, TX 79336. CONTRACTING COUNTY will send payment to LUBBOCK COUNTY at Lubbock County Medical Examiner's Office, P.O. Box 10536, Lubbock, TX 79408.

**ARTICLE VII
TERM AND TERMINATION**

- A. The original term of this Agreement begins October 1, 2015 and ends September 30, 2016.
- B. This Agreement may be renewed annually by mutual agreement of the parties.
- C. Upon early termination of this Agreement for any reason, LUBBOCK COUNTY shall be entitled to receive the unpaid accrued compensation on a pro rata basis as of the date of termination.

**ARTICLE VIII
RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement is intended nor shall be construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement. The sole interest and responsibility of the parties is to ensure that the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

**ARTICLE IX
NOTICE**

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be hand delivered or mailed by certified or registered mail. Such written notice shall be addressed as set forth below or to such other addresses as may be specified by written notice:

LUBBOCK COUNTY: Thomas V. Head
 Lubbock County Judge
 P.O. Box 10536
 Lubbock, TX 79408-3536

With a copy to: Sridhar Natarajan, M.D., M.S.
 Lubbock County Chief Medical Examiner
 4434 South Loop 289
 Lubbock, TX 79414

CONTRACTING COUNTY: Larry Sprowls
 Hockley County Judge
 802 Houston St., Suite 101
 Levelland, TX 79336

**ARTICLE X
GENERAL PROVISIONS**

- A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas; venue shall be in Lubbock County, Texas.
- B. If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this Agreement provided that invalid provisions are not material to the overall purpose and operation of this Agreement. The remaining provisions of this Agreement shall remain in full force and shall in no way be effected, impaired, or invalidated.
- C. Neither party shall have the right to assign or transfer their rights to any third parties under this Agreement without prior written consent of the non-transferring party.
- D. Any waiver of any provision of this Agreement must be in writing signed by the person against whom the waiver is asserted; the waiver of enforcement of any provision of this Agreement shall not constitute waiver of any other provision of this Agreement.
- E. This Agreement and its Attachment A constitute the entire Agreement between the parties and no oral representation between the parties made prior to or after the execution of this Agreement will be given any force and effect unless reduced to writing and signed by both parties.
- F. The terms of this Agreement may not be changed, modified or amended except by written agreement of CONTRACTING COUNTY and LUBBOCK COUNTY.

IN WITNESS WHEREOF, the undersigned parties do hereby bind themselves to the faithful performance of this Agreement.

Signed this 10 day of Sept, 2015.

LUBBOCK COUNTY

Thomas V Head
Tom Head, County Judge
9-11-15

HOCKLEY COUNTY

Larry Sprowls
Larry Sprowls, County Judge

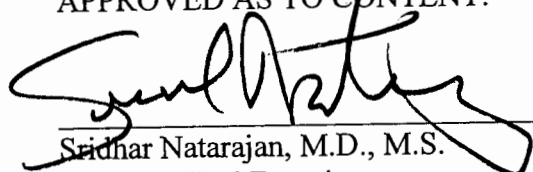
ATTEST:


Kelly P. Nixon, County Clerk

ATTEST:


COUNTY CLERK

APPROVED AS TO CONTENT:


Sridhar Natarajan, M.D., M.S.
Chief Medical Examiner

APPROVED AS TO CONTENT:

REVIEWED FOR FORM:


Donna Clarke
Civil Division
Criminal District Attorney's Office

REVIEWED FOR FORM:

ATTACHMENT A
FEE SCHEDULE

- I. Autopsy limited discovered remains (\$500 - \$2,000)
- Human vs Nonhuman
- Analysis limited to received remains and may require expanded analysis with possible reclassification.
(The LCME will discuss with submitting agency prior to further workup.)
- II. Autopsy External \$2,000
- Limited with acceptable medical documentation consistent with autopsy examination
 - Includes:
 - a. Basic toxicology
 - b. CD of autopsy photographs (as allowed by state law)
 - c. Fingerprints
- III. Autopsy External and specific anatomic sites as determined by LCME \$2,000 - \$3,000
- Forensic autopsy cost based and decided on extent of examination
 - Factors include extent of records and illnesses/trauma
 - Includes:
 - a. Basic toxicology
 - b. CD of autopsy photographs (as allowed by state law)
 - c. Fingerprints
- IV. Autopsy LEVEL I Case \$3,000
- Includes:
 - a. Forensic autopsy with full examination
 - b. Basic toxicology
 - c. CD of autopsy photographs (as allowed by state law)
 - d. Fingerprints
- V. Autopsy LEVEL II Case \$4,000
- Types of Level II Cases
 - a. Medical cases beyond scope of Level I
 - b. Aircraft fatalities
 - c. Other deaths that result in examination or studies beyond the scope of Level I cases
 - d. Extensive investigative review
 - Includes:
 - a. Forensic autopsy to determine cause of death (Manner to be determined by Justice of the Peace)
 - b. Basic toxicology
 - c. CD of autopsy photographs (as allowed by state law)
 - d. Fingerprints
- VI. The following types of cases are examples that could be Level I or Level II depending on circumstances and extent of autopsy findings:
- a. Homicides
 - b. Traumatic injuries
 - c. Motor vehicle
 - d. Decomposed
 - e. Child deaths
 - f. Blunt trauma, gunshot, or sharp force wounds
 - g. Circumstance and evidence collection related deaths
 - h. Asphyxial, thermal, electrical, in custody deaths, suicides, and undetermined
- VII. Additional Fees May Apply (NOT A COMPREHENSIVE LIST):
These services will be charged at the rates listed or at the actual cost of the services plus 10%.

- X-Rays (\$15 per digital)/In the unexpected event of loss of digital capacity and a required need for film processing, the fees will be \$75 (minimum two) and \$40 for each additional x-ray.
- Drugs of abuse and select groups of major prescriptions and certain illicit substances.
- Solid tissue toxicology (Ex: from advanced decomposed remains) depending on required testing. Typical charges for this test is approximately \$500 for single solid organ basic toxicology testing.
- Special immuno-histochemical stains cost dependent on the test required.
- Microbiology studies such as:
 - a. Anaerobic/aerobic tissue culture
 - b. Anaerobic/aerobic blood culture
 - c. Respiratory viral tissue panel
 - d. HIV
 - e. Viral hepatitis panel
- Vitreous electrolyte studies
- Vitreous toxicology
- Neogen panel
- Special histology stains such as:
 - a. Gram stain
 - b. GMS stain
 - c. PAS stain
- Mitochondrial DNA
- Hair analysis for toxicology
- Toxicology for volatiles
- Forensic Anthropology
- Forensic Odontology
- Forensic Entomology
- Recuts of glass slides
- Shipping and handling charges
- Criminal trial preparation, travel and testimony fees - \$325 per hour. Actual reimbursement for all other associated travel expenses.
- Exhibit and photograph preparation cost estimate to be provided upon request
- Library and literature search as required - \$75 per hour.

Above are studies that are not typical. If and when they are necessary, the Justice of the Peace will be contacted with estimated costs before tests are ordered.

It is expected the remains, once the autopsy is completed, will be transferred within 48 hrs. Exceptions can be made on a case by case basis and requires approval by Chief LCME.

SOUTH PLAINS FORENSIC PATHOLOGY
THOMAS R. PARSONS, M.D.
P.O. BOX 64813
LUBBOCK, TEXAS 79464
(806) 790-9611 FAX (806) 698-0917

August 26, 2015

Judge Brenda Nock
County of Hockley
802 Houston Street, Suite 105
Levelland, Texas 79336

Dear Judge Nock,

Please find included in this packet copies of our "Authorization for Autopsy" and "Release of Remains". I have also included a copy of our fee schedule. Please note that we no longer are available to do private autopsies due to our work load from the Justices.

Dr. Parsons is a triple board certified pathologist in Anatomical, Clinical and Forensic Pathology. He has worked with and is respected by the FBI, NTSB, ATF&E, Texas Rangers and local law enforcement. He has testified in more homicide trials than any pathologist in West Texas. He is the most experienced board certified Forensic Pathologist working in West Texas at this time. South Plains Forensic Pathology has been serving the forensic needs of the Justices of West Texas for over five years. Our staff is highly trained and very professional. Our Chief Investigator is a member of American Board of Medical Death Investigators. We are available 24 hours a day to answer any question or concerns you may have. It is the policy of South Plains Forensic Pathology to fax you a preliminary report within 48 hours of the completion of the autopsy and a final report with toxicology report within 65 days. We hope this will meet your needs.

When you need to request an autopsy, please call us on our main phone number listed above. Someone will be answering that number at all times. We do not use an answering service. If you have any questions, do not hesitate to contact us at the above phone number or at our email address.

Sincerely,



Sarah F. Parsons,
Office Director of South Plains Forensic Pathology.

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South Plains Forensic Pathology
Fee schedule

Level 1 Cases \$2,200

Autopsy to determine the cause and manner of death only. Includes basic toxicology.

Level 2 Cases \$2,750

Autopsy to determine the cause and manner of death, includes x-ray, autopsy photographs and basic toxicology. Including but not limited to

1. Homicide
2. Multiple gunshot wounds
3. Multiple sharp force injuries
4. Suspected sexual assault deaths
5. All infant deaths
6. Any child involved in non-accidental injury with multiple medical problems
7. All stillborn or intrauterine fetal demise deaths
8. Industrial and on the job deaths
9. Advanced decomposed and unidentified remains
10. Embalmed bodies
11. Death with multiple medical problems and autopsy goes beyond basic cause of death determination to further establish extent of the natural process
12. Post therapeutic intervention death
13. Aircraft fatalities
14. Explosions

Level 3 Cases \$3,850

Autopsy to determine the cause and manner of death involving

1. Exhumations
2. Level 2 cases which require extensive work beyond the scope expected of Level 2

Toxicology only \$1,100

Basic toxicology testing without an autopsy or external examination.

External Examination and Record Review \$1,650

An external examination of bodies and medical record review for the purpose of determining the cause and manner of death.

Additional Fees

Local Area Testimony/ Expert Witness Fees

\$2,750/day with 1 day minimum for physician plus travel expenses

Depositions

At SPFP office: \$1320 minimum for the first 2hrs., \$550 each additional hour

Away from SPFP office: \$2000 minimum for the first 2hrs., \$550 each additional hour,
plus travel time and expenses

Consultations/ Record Review

At SPFP office: \$330 per hour

Away for SPFP office: \$440 per hour including travel time, plus expenses

Telephone Conference

At SPFP office: \$110 per hour, one hour minimum.

Updated 05-01-15

Motion by Commissioner Clevenger, seconded by Commissioner Thrash,
4 Votes Yes, 0 Votes No, that Commissioners' Court advertise for bids for gravel
hauling from RE Janes Gravel Company in Slaton, Texas to Maine Road in Precinct
4, as per "Notice to Bidders" recorded below.

THE STATE OF TEXAS

IN THE COMMISSIONERS' COURT

COUNTY OF HOCKLEY

OF HOCKLEY COUNTY, TEXAS

NOTICE TO BIDDERS

Notice is hereby given that the Commissioners' Court of Hockley County, Texas, will receive sealed bids, in the office of the County Judge located at 802 Houston St., Ste. 101, Levelland, Texas, until 10:00 A.M., Monday, September 28, 2015, for the following described:

Precinct. 4 needs a minimum of 2000 yards of gravel hauled from RE Janes Gravel Company in Slaton, Texas to Precinct 4.

The Commissioners' Court of Hockley County, Texas, reserves the right to reject any or all bids.

The required bid forms and specifications for said pickup is available at the office of the County Judge, between 9:00 A. M., and 5:00 P. M., Monday through Friday.

Given under my hand and seal of said Court, this the 8TH day of August, 2015.



IRENE GUMULA, County Clerk, and
Ex-Officio Clerk of Commissioners'
Court, Hockley County, Texas



Motion by Commissioner Thrash, seconded by Commissioner Clevenger,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Republican Election
Judges for 2016, as per List of Republican Judges recorded below.

LIST OF HOCKLEY CO REPUBLICAN ELECTION JUDGES FOR 2016

<u>PRECINCT #</u>	<u>PRECINCT NAME</u>	<u>NAMES</u>
11	CACTUS ACADEMIC CENTER 500 CACTUS DR. LEVELLAND, TX	OLGA WERENKO (897-0651) 126 BOWIE LN. LEVELLAND, TEXAS 79336
14	CITY HALL 107 Hockley Main ROPESVILLE, TX 79358	CHRISTI GREENLEE (778-4140) PO BOX 82 ROPESVILLE, TX 79358
15	GRAY CAIN INSURANCE 3392 S STATE RD. 168 SMYER, TEXAS	JANE LEWIS (234-2403) P O BOX 486 SMYER, TEXAS 79367
16	CHRIST UN. METH. CHURCH 1704 S. COLLEGE AVE. LEVELLAND, TX	LESTER DRIVER (894-5974) 206 REDWOOD LEVELLAND, TEXAS 79336
21	MALLET EVENT CENTER 2320 s St. Hwy. 385 LEVELLAND, TEXAS	JIM LEGGITT (894-5875) 115 COTTONWOOD LEVELLAND, TEXAS 79336
24	SUNDOWN SCHOOL BLDG 511 E. 7 th STREET SUNDOWN, TEXAS	RHONDA TAYLOR (229-4029) work (229-2481) P. O. BOX 429 SUNDOWN, TEXAS 79372
32	COUNTY COURTHOUSE COMM. COURTROOM LEVELLAND, TEXAS	GLEN SMITH (894-5060) 1850 US HWY 385 LEVELLAND, TEXAS 79336
33	PETTIE GIN INC 3121 N. STATE RD. 303 PETTIET, TX	SANDRA SHEEK (245-66440) 3093 N ST. RD. 303 LEVELLAND, TX 79336
35	CACTUS DR. CHURCH CHRIST 501 Cactus Dr. LEVELLAND, TX	SALLY ROGER (894-7911) 612 NORTH ELGIN LEVELLAND, TEXAS 79336
36	DEPT OF HUMAN SERVICES 904 8 TH STREET LEVELLAND, TX	
43	WHITHARRAL LIONS CLUB 2 ND STREET & HWY 385 WHITHARRAL, TX.	CHELSEY DOBROVOLNY (229-12240 CEL (777-04560) 3950 EL PASO RD. LITTLEFIELD, TX. 793392
44	ANTON CITY HALL 400 SPADE CIRCLE. ANTON, TX	CONNIE BUTLER (997-7931) WORK (997-4081) 305 DUGGAN, BOX 359 ANTON, TEXAS 79313
45	CAPITOL ELEMENTARY LIBRARY 401 E. ELLIS LEVELLAND. TX.	FRAN DUNN (894-6800) 502 ELLIS LEVELLAND, TEXAS 79336
46	SMYER ELEMENTARY LIBRARY 401 LINCOLN SMYER, TX.	LINDA ST CLAIR (885-5202) 130 HWY 114 ESTATES LUBBOCK, TEXAS 79407

PAT COWAN, REPUBLICAN COUNTY CHAIRMAN

**Motion by Commissioner Barnett, seconded by Commissioner Thrash,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the SAVNS
Maintenance Grant Contract between the Office the Attorney General and Hockley
County, as per Contract recorded below.**

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
HOCKLEY COUNTY**

OAG Contract No. 1659911

This contract is executed between the Office of the Attorney General (OAG) and Hockley County (GRANTEE) for certain grant funds. The Office of the Attorney General and Hockley County may be referred to in this contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To ensure a standard statewide service to all interested entities, including GRANTEE, the OAG makes grant funds available for eligible expenses related to services delivered to GRANTEE by the vendor, certified by the OAG, to provide certain SAVNS services to the GRANTEE.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 15, 2013. After an evaluation of offers, the OAG identified and certified a single vendor to provide statewide automated victim notification services. The initial term of the Vendor Certification is from September 1, 2013 to August 31, 2015. The OAG exercised its option and extended the term until August 31, 2017. The Vendor Certification includes the offer to perform the "Requested Scope of Services – Statement of Work Requirements and Terms and Conditions Applicable to the Vendor Certification" as well as the Pricing Model as provided in the BAFO. The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas..

SECTION 2. TERM OF THE CONTRACT

This contract shall begin on September 1, 2015 and shall terminate August 31, 2016, unless it is terminated earlier in accordance with another provision of this contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Services Agreement. GRANTEE will execute a "Services Agreement," a contractual agreement, with the Certified Vendor to provide services consistent with the OAG Vendor Certification documents. The Services Agreement will include terms and conditions that

services; verify the Certified Vendors performance according to Services Agreement, satisfactorily discharge GRANTEE's obligations as described in the Services Agreement; and identify and dedicate GRANTEE staff, resources and equipment necessary to maintain the SAVNS services in the Services Agreement.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor as provided in the Services Agreement as well as this contract. GRANTEE will execute a Services Agreement or a Service Agreement (Renewal Notice) with the Certified Vendor, for the term of this contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendors performances.

3.5 Scope of Services. For the purpose of this contract, the requirements, duties and obligations contained in Section 3 of this contract are collectively referred to as the "Scope of Services". As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG the applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that

are intended to provide the GRANTEE such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the OAG Vendor Certification documents.

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate and relevant to support the SAVNS

GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract. To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with authority. To change Grant Contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by the Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include but is not limited to the following: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to

such records and other information.

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports, in the appropriate format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances on the quarterly statistical report for any year-to-date performance by GRANTEE that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.2.4 "Problem Log." GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem and when the problem was resolved.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Requests for Reimbursement. REFER TO SECTION 4.3.5. FOR MORE INFORMATION ON REIMBURSEMENT RIGHTS AND PROCESSES - GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. OAG grant funds are paid on a cost reimbursement basis. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain

services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2016, GRANTEE will submit fiscal year end required reports.

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
- b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted on Exhibit B (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. Unless, otherwise noted on Exhibit B (Special Conditions), GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR 200 titled Uniform Administrative Requirement (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Assignment Of Rights Of Payment And Reimbursement Details. THE FOLLOWING PROVISIONS SPECIFICALLY APPLY TO THIS CONTRACT:

- a. GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. GRANTEE EXPRESSLY ASSIGNS ANY AND ALL RIGHTS OF PAYMENT UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.
- b. The Certified Vendor will send its "Service Agreement Renewal Notice" (or other similar document) and invoice (either annually or quarterly which detail the amount due for each quarter) to GRANTEE by September 1, 2015. The Certified Vendor will notify the OAG within 20 days of the notices being sent that they were sent.
- c. GRANTEE shall submit an invoice to the OAG for the prior quarter by the 5th of

the next month following the end of each quarter. The quarters for FY2016 end on November 30, February 29, May 31, and August 31. GRANTEE shall include verification with its invoice to the OAG stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter.

d. The OAG will forward to the Certified Vendor the payments due to the GRANTEE from the OAG for services provided by the Certified Vendor as required by this contract.

e. The OAG will only pay a quarterly reimbursement payment in arrears after verification from the GRANTEE that services from the Certified Vendor were provided.

f. The OAG will process and forward payments to the Certified Vendor each quarter during FY2016 for invoices received from the GRANTEE that include the appropriate verification along with its invoice. The quarterly payment will be made for invoices received by the OAG by the 5th day of the month following the end of the quarter, as defined above. The payment will be generated no later than the 30th day after the 5th day of the month following the end of the quarter, as defined above. If an invoice is submitted after the 5th day of the month following the end of the quarter, the invoice may not be paid until the next quarter, as defined above. The OAG will follow up at least once with any GRANTEE that has not returned its paperwork by the designated deadline for any quarter. The OAG will contact the GRANTEE by the 10th day of the next month following the end of each quarter.

g. If the GRANTEE does not submit the required invoice and verification prior to the quarterly deadline defined above, the OAG will process payment in accordance with Section 4.3.5 (f).

h. If GRANTEE does not submit the required invoice and verification to the OAG within 45 days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

4.3.6 Close Out Invoice GRANTEE shall submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.7 Refunds and Deductions. If the OAG determines that an overpayment of grant funds under this contract has occurred, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG may offset and deduct the amount of the

overpayment from any amount due to be paid, but not yet paid by the OAG under this contract. The OAG may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct a specified amount. GRANTEE and/or the Certified Vendor shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request, however, as between the OAG and Grantee title for equipment will remain with Grantee.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this contract, it shall use the proceeds to repair or replace said equipment.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

SECTION 5. OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

5.3 Payment of Authorized Costs. In accordance with the terms of this contract, the OAG will pay costs pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any

act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this contract is first executed. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program, are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11 and 12.

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this contract, for the funds representing the number of months of SAVNS services previously invoiced and paid by the OAG under this contract.

6.5 Notices to Certified Vendor. Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract. This includes but is not limited to any daily activity reports, time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this contract or through a subcontract under this contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.003 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports, Notices and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, and any other reports, notices or information, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov

If requested or approved by the OAG, other programmatic reports may be submitted to:

Program Manager – Contracts and Asset Management Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports, Notices and Information). All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Contracts and Asset Management Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygeneral.gov

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, CFR 200 Super Circular, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS). Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable CFR 200 Super Circular, return of grant funds in the event of loss or misuse, and conflict of interest

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE and agreed to by the OAG, in advance. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or

presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this contract.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts and federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties. To the extent allowed by law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE OR GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act

or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. OTHER THAN AS SPECIFICALLY ALLOWED IN THIS CONTRACT IN THAT GRANTEE UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS TO THE CERTIFIED VENDOR, GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any

subcontracting or assignment.

11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

11.11 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.

11.12 Special Conditions. Exhibit B is attached and incorporated herein, and applicable to this contract. If any Special Conditions are imposed by the OAG, those provisions will be reflected on the attached Exhibit B.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, including All Exhibits. This contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

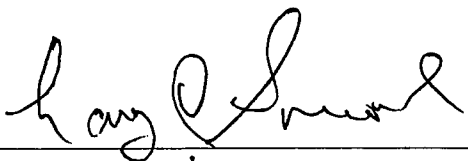
12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

OFFICE OF THE ATTORNEY
GENERAL

HOCKLEY COUNTY

Printed Name: _____
Office of the Attorney General



Printed Name: Larry D. Sprouls
Authorized Official

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
HOCKLEY COUNTY

OAG Contract No. 1659911

EXHIBIT A

Population Size: Small

The total liability of the OAG for any type of liability directly or indirectly arising out of this contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed the following:

Event	Cost for Jail	Cost for Courts	Maximum Number of Months	Total Grant Funds SHALL NOT EXCEED
Standard Maintenance Phase	\$5,273.28	\$930.00	12	\$6,203.28

AS PROVIDED BY THIS CONTRACT, GRANTEE SPECIFICALLY UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS UNDER THIS CONTRCT TO THE CERTIFIED VENDOR.

The maximum number of months is provided above. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
HOCKLEY COUNTY

OAG Contract No. 1659911

EXHIBIT B

SPECIAL CONDITIONS

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- None

Motion by Commissioner Clevenger, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court nominate Larry Carter for election of members to the Hockley County Appraisal District Board of directors for the 2016-2017 term, as per Resolution recorded below.

THE STATE OF TEXAS
COUNTY OF HOCKLEY

§
§
§

COMMISSIONERS COURT
OF
HOCKLEY COUNTY, TEXAS

RESOLUTION

WHEREAS, Texas state law requires a single appraisal district to be established in each county; and

WHEREAS, Hockley County has established such appraisal district of which Hockley County is part; and

WHEREAS, Senate Bill 621 also establishes that Counties may place in nomination names of individuals for the single appraisal district board of directors; and

WHEREAS, the Hockley County Commissioners' Court desires to place in nomination one to five names; and

BE IT RESOLVED, that the Hockley County Commissioners' Court met in Special Session this the 8th day of September, 2015, and among other business, the following was had, to-wit:

Motion by Commissioner Tommy Cleverger, seconded by Commissioner Curtis T. Hask and carried, that Larry Carter be nominated as a candidate for the Hockley County Tax Appraisal District Board of Directors, and if elected, (or selected) shall serve on said board for the 2016-2017 term of office, representing Hockley County, Texas.

Hockley County Commissioners' Court

By: Larry D. Sprowls

Larry D. Sprowls, County Judge

ATTEST:

Irene Gumula
Irene Gumula, County Clerk

**Hockley County Appraisal District
Board of Directors Vote Allocation for 2016-2017 Term
From September 4, 2015**

	Actual 2014 Certified Totals	Percent of Levy	Allocated Votes
Hockley County	14,079,218	18.42%	921
City of Levelland	4,050,054	5.30%	265
Levelland ISD	23,298,124	30.48%	1524
City of Anton	114,875	0.15%	8
Anton ISD	513,956	0.67%	34
Whitharral ISD	952,081	1.25%	62
Ropes ISD	1,286,440	1.68%	84
City of Sundown	445,347	0.58%	29
Sundown ISD	16,436,250	21.50%	1075
City of Smyer	69,826	0.09%	5
Smyer ISD	1,864,015	2.44%	122
Whiteface CISD	2,477,484	3.24%	162
Frenship ISD	65,604	0.09%	4
City of Ropesville	63,951	0.08%	4
South Plains Junior College	10,723,713	14.03%	701
Totals	76,440,938	100.00%	5000

WATER DISTRICTS ARE EXCLUDED FROM VOTING

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

The foregoing Minutes of a Commissioners' Court meeting held on the 5th
day of September, A. D. 2015, was examined by me and approved.

Curtis Thiel
Commissioner, Precinct No. 1

Randy Carter
Commissioner, Precinct No. 2

J. L. Barnett
Commissioner, Precinct No. 3

Tommy Cleverger
Commissioner, Precinct No. 4

absent
County Judge

Irene Gumula
IRENE GUMULA, County Clerk, and
Ex-Officio Clerk of Commissioners' Court
Hockley County, Texas