

**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 16TH day of September, 2013, 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 a Special Meeting of the Commissioners' Court held Monday, September 9, 2013.
2. Read for approval all monthly bills and claims submitted to the court and dated through September 16, 2013.
3. Consider and take necessary action to approve the Official Bond and Oath of Jeff Pharis.
4. Consider and take necessary action to approve the Amendment to the Contract between the Texas Department of Family and Protective Services and Hockley County.
5. Consider and take necessary action to approve the demolition plan presented by Chapman Harvey Architects, Inc. for the building at 624 Ave. H.
6. Hear new voter laws going into effect presented by the Tax Assessor/Collector.
7. Consider and take necessary action to approve change of voter location in Ropesville.
8. Consider and take necessary action to nominate Directors to serve on the Hockley County Appraisal District.
9. Hear presentation by LegalShield.

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 13TH day of September, 2013, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 13TH day of September, 2013.

FILED FOR RECORD
AT _____ O'CLOCK _____ M.

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

SEP 13 2013

Irene Gumula
County Clerk, Hockley County, Texas

SPECIAL MEETING
SEPTEMBER 16, 2013

Be it remembered that on this the 16th day of September A.D. 2013, 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	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 a Special meeting of the Commissioners' Court, held on the 9th day of September A.D. 2013, 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 16, A.D. 2013, be approved and paid as read.

Motion by Commissioner Thrash, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Official Bond and Oath of Jeff Pharis, 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. 61790536

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

Dated this 26th day of August, 2013.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 31st day of August, 2006, duly Appointed (Elected—Appointed) to the office of Reserve Deputy Sheriff in and for HOCKLEY County, State of Texas, for a term of 4 years commencing on the 20th day of August, 2013.

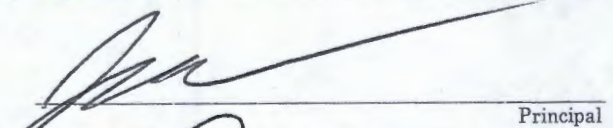
NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴

To faithfully perform the duties of office

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

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

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


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

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Hockley } ss

Before me, ~~Jeff Pharris~~ ^{LLH} Linda Hagle on this day, personally appeared Jeff Pharris, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Levelland, Texas, this 5 day of Sept, 2013.



Linda Hagle
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 Jeff Pharis as
Reserve Deputy Sheriff in and for Hockley County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST:

Alene Sumala Clerk
County Court Hockley County

Date Sept 16, 2013
Harry J. [unclear] 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
_____.

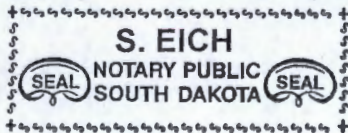
WITNESS my hand and the seal of the County Court of said County, at office in _____,
Texas, the day and year last above written.

Clerk
By _____ Deputy _____ County Court _____ County

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 26th day of August,
2013, 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.



S. Eich
Notary Public

My Commission Expires February 12, 2015

Motion by Judge Larry Sprowls, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Amendment to the Contract between the Texas Department of Family and Protective Services and Hockley County, as per Contract recorded below.

**Purchased Client Services Contract
Unilateral Amendment**

August 2013

**Service Type: Title IV-E Child Welfare Services
(Non-Financial)**

Contract # 23939479

Amendment #2013.01

This AMENDMENT (Amendment) of contract #23939479 (Agreement or Contract) is entered into by and between the **Texas Department of Family and Protective Services** (DFPS or the Department) and Hockley County (Contractor).

1. Purpose

Section 5(D) of the Agreement stipulates that the Contract may only be modified through a written amendment. DFPS procured this Contract for Title IV-E Child Welfare non-financial services, and it has been amended zero (0) times. Under Section 5(D) of the Contract, this Contract may be unilaterally amended to incorporate changes in federal or state laws or other requirements. This contract is amended to incorporate these changes.

2. Effect of Amendment on Contract

2.1. Unless otherwise modified, the terms and conditions of the Contract shall remain in full force and effect.

2.2. Section II(F) is inserted into the Original Contract as follows:

F. THE COUNTY MUST NOT DISPOSE OF RECORDS PERTAINING TO CHILDREN IN DFPS CONSERVATORSHIP BEFORE PROVIDING THE DEPARTMENT'S CONTRACT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVING WRITTEN APPROVAL FROM THE DEPARTMENT'S CONTRACT MANAGER.

2.3. Section III(F) is inserted into the Original Contract as follows:

F. THE BOARD MUST NOT DISPOSE OF RECORDS PERTAINING TO CHILDREN IN DFPS CONSERVATORSHIP BEFORE PROVIDING THE DEPARTMENT'S CONTRACT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVING WRITTEN APPROVAL FROM THE DEPARTMENT'S CONTRACT MANAGER.

2.4. Section V(B)(b) of the Original Contract is deleted in its entirety and the following provision substituted for same.

b. Sections 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794); this Contract may be subject to HHS EIR Accessibility Requirements. If Contractor must comply with HHS EIR Accessibility Requirement, Contractor must follow terms and conditions at: <http://architecture.hhsc.state.tx.us/myweb/Accessibility/docs/HHSUniformEIRAccessibilityClause.doc>

**Purchased Client Services Contract
Unilateral Amendment**

August 2013

**Service Type: Title IV-E Child Welfare Services
(Non-Financial)**

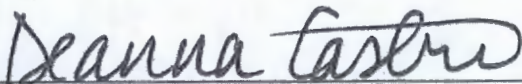
2.5. Section VI CERTIFICATION is inserted into the Original Contract as follows.

A. **Suspension, Ineligibility, and Voluntary Exclusion.** Federal Law (2 CFR 180, 2 CFR 376, and Executive Orders 12549, 13224, and 12689) requires DFPS to screen each covered Contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Contractor certifies the following:

- a) That Contractor and Contractor's principals are, to the best of its knowledge and belief, not on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.
- b) That Contractor will not knowingly enter into any subcontract with an entity who is on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Contractor will also not knowingly enter into any subcontract with an entity whose principals are on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- c) Contractor will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion, and the specially designated nationals list without modification in any subcontracts or solicitations for subcontracts.

The parties to Contract # 23939479 have duly executed this Amendment to be effective 08/30/2013.

Texas Department of Family and Protective Services



Signature

Printed Name: Deanna Castro

Title: Contract Manager

8/28/13

Date

All Contractors/Potential Contractors are required to fill out and submit this form.

Completion of this form designates signature authority for Contractor: Hockley County
The Contractor may attach a document or letter designating signature authority, including the signature authority's name and title, or verify that the signature below is the only signature authority designated for contracting with DFPS.

- Document attached (e.g., from the contractor's governing body)
- Signature used below is the signature authority for the Contractor

The Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS. The Contractor verifies that the attached document or signature below is a complete, true, and correct representation of signature authority.

Harry D. Swindle
 Printed Name
County Judge
 Title of Authorized Representative
Hockley County
 Legal Name of Contractor/Potential Contractor

Harry D Swindle
 Signature of Authorized Representative
9/16/10
 Date
2393 2479
 Contract or Procurement Number

The Designated Signature Authority, as referenced above, must authorize in writing the delegation of signature authorities to any additional person(s) to approve and sign contract documents. The Contractor must use the supplied attachment(s) provided by DFPS to capture further delegation information. Both the printed name and signature is required for each authorized individual.

DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
Additional Authorized Signature Designation

Contractor's Name & Mailing Address:

Date: _____

Program Name & Contract Number:

Designation of Contract Signatories

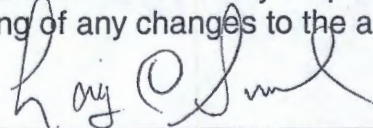
The agency's contract signatory, as referenced on the Signature Authority Designation (form 2031), for the above listed program contract has authorized the following person(s) listed below to approve and sign on the contract functions as indicated. Please note that *both* the printed name and signature is required for each authorized individual.

Printed Name	Title	Function	Signature

Certification of Designation

I certify that the person(s) indicated above are designated as "Authorized Official(s)" for the purpose stated and that the signatures are valid. I further understand that it is my responsibility to immediately notify the Division of Regional CPS Contracts in writing of any changes to the above list.

Larry D. Spowls



Printed or Typed Name & Title of Contract Signatory

Signature

Commissioners' Court met with Chapman Harvey Architects, Inc. for the building plan at 624 Ave. H. No action taken.

Commissioners' Court met with Debra Bramlett, Tax Assessor/Collector and Cynthia O'Canas, deputy Voter Registrar and presented the new Voter Id laws going into effect. No action taken

Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the change of location for the November 5, 2013 election in Ropesville. City Hall was the regular location, but was damaged in a storm. We will be using the Ropesville Senior Citizens Building for the November 5, 2013 Constitutional Amendment Election.

Motion by Commissioner Carter, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court will nominate Larry Carter to serve on the Hockley County Appraisal District, as per Resolution recorded below.

THE STATE OF TEXAS

COMMISSIONERS COURT

OF

COUNTY OF HOCKLEY

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 16th day of September, A.D., 2013, and among other business, the following was had, to-wit:

Motion by Commissioner Larry Carter, seconded by Commissioner Curtis Thrash, 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 2013-14 term of office, representing Hockley County, Texas.

Hockley County Commissioners' Court

By: 

Larry D. Sprowls, County Judge

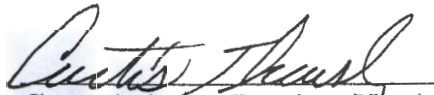
ATTEST:

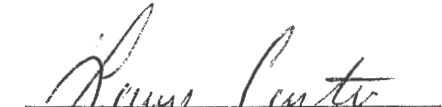

Irene Gumula, County Clerk

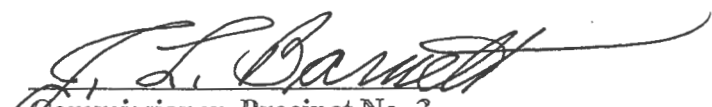
Commissioners' Court heard presentation by LegalShield.


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

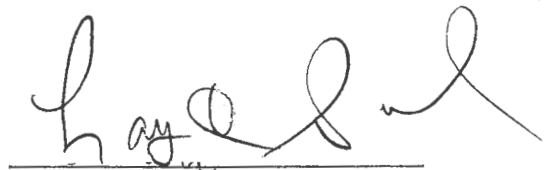
The foregoing Minutes of a Commissioners' Court meeting held on the 16th day of Sept, A. D. 2013, was examined by me and approved.

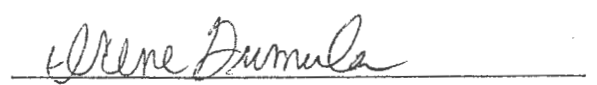

Commissioner, Precinct No. 1


Commissioner, Precinct No. 2


Commissioner, Precinct No. 3


Commissioner Precinct No. 4


County Judge


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