

**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 13<sup>th</sup> day of March, 2019 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 the Regular Meeting of the Commissioners' Court held Wednesday, March 6, 2019.
- ✓ 2. Read for approval all monthly bills and claims submitted to the court and dated through March 11, 2019.
- ✓ 3. Consider and take necessary action to approve salaries for Officials and Employees.
- ✓ 4. Consider and take necessary action to approve the Bank's acknowledgment of Hockley County's Statement of Investment Policy.
- ✓ 5. Consider and take necessary action to approve a Certificate of Compliance Certificate for Hockley County Investment Officer, Denise Bohanan.
- ✓ 6. Consider and take necessary action to approve a Continuing Education Certificate for Hockley County Treasurer, Denise Bohanan.
- ✓ 7. Consider and take necessary action to approve Emergency Management Training Certificates of Completion by Hockley County Judge, Sharla Baldrige.
- ✓ 8. Consider and take necessary action to approve payment from the Hockley County Clerk's preservation account to Avenue Insight & Analytics for completion of year two archiving of records in accordance with the three year archival plan.
- ✓ 9. Consider and take necessary action to approve the Plat for Phase III of the Willow Baccharis Subdivision.
- ✓ 10. Consider and take necessary action to approve to advertise that Precinct 1 will be accepting sealed bids for the sale of a used 2014 104M2 Caterpillar Motor Grader.

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

**COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS**

**MAR 08 2019**

BY: Sharla Baldrige  
Sharla Baldrige, Hockley County Judge

Jennifer Palermo  
County Clerk, Hockley County, Texas

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 8<sup>th</sup> day of March, 2019, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 8<sup>th</sup> day of March, 2019.

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



THE STATE OF TEXAS  
COUNTY OF HOCKLEY

IN THE COMMISSIONER'S COURT  
OF HOCKLEY COUNTY, TEXAS

SPECIAL MEETING  
MARCH 13<sup>TH</sup>, 2019

Be it remembered that on this the 13<sup>TH</sup> day of March, A.D., 2019, there came on to be held a Special Meeting of the Commissioners' Court, and the Court having convened in Special session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Sharla Baldrige	County Judge
Curtis D. Thrash	Commissioner Precinct No. 1
Larry Carter          Absent	Commissioner Precinct No. 2
J. L. "Whitey" Barnett	Commissioner Precinct No. 3
Thomas R. "Tommy" Clevenger	Commissioner Precinct No. 4

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

Motion by Commissioner Barnett , seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that the Minutes of a Special Meeting of the Commissioners' Court, held on March 6<sup>th</sup>, 2019, A.D. be approved and stand as read.

Motion by Commissioner Clevenger, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that Commissioner's Court approved all monthly claims and bills submitted to the court and dated through March 11<sup>th</sup>, 2019. Be approved and stand as read.

**Motion by Commissioner Thrash, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners' Court approved salaries for Officials and Employees dated March 13, 2019. As per Payroll approval recorded below.**

FOR CHECK DATE FROM 03/02/2019 TO 03/15/2019

EMP# NAME

GROSS WAGES OVERTIME O/T HOURS

*Payroll Record*

THE PRECEDING LIST OF PAYROLL WAS REVIEWED AND APPROVED FOR PAYMENT BY COMMISSIONER'S COURT.

DATE: 3-15-19

DATE 3-13-19

APPROVED BY

*Shirley Holliday*  
*D. J. Bennett*  
*Lucretia Harris*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Motion by Commissioner Barnett, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that Commissioners' Court approved the Bank's Acknowledgment of Hockley County's Statement of Investment Policy. As per Banks Acknowledgment of Hockley County's statement of Investment Policy recorded below.**

Bank's acknowledgement of Hockley County's STATEMENT OF INVESTMENT POLICY

INTRODUCTION

This policy serves to satisfy the statutory requirement of the Texas Government Code, ann., Title 10, Section 2256. Public Funds Investment Act. The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment process. The initial step toward a prudent investment policy is to organize and formalize investment-related activities. Related activities, which comprise good cash management, include accurate cash projection, the expeditious collection of revenue, the control of disbursements, and cost-effective banking relations. In concert with these requirements are the many facets of an appropriate and secure short-term investment program. This policy will be reviewed not less than annually according to Section 2256.005 (e) of the Act.

SCOPE

It is intended that this policy cover all financial assets under the direct authority of HOCKLEY COUNTY. These funds include all governmental funds, proprietary and fiduciary funds, and are accounted for in the County's Comprehensive Annual Financial Report.

OBJECTIVES

1. Safety of principal is the foremost objective of the County, followed by liquidity and yield. Each investment transaction shall seek to first ensure that capital losses are avoided, whether they are from securities default or erosion of market value.
2. Investment decisions should not incur unreasonable investment risks in order to obtain current investment income.
3. The County's investment portfolio will remain sufficiently liquid to enable the County to meet all operation requirements, which might be reasonably anticipated.
4. The investment portfolio shall be designed to attain a market average rate of return throughout budgeting and economic cycles, taking into account the County's investment risk constraints, the

- cash flow characteristics of the portfolio, and state law that restricts the placement of County funds.
5. The County will attempt to diversify its investment to avoid incurring unreasonable and avoidable risks regarding specific security types of individual financial institutions.
  6. The County will not make investments for the purpose of trading or speculation as the dominant criteria, such as anticipating an appreciation of capital through changes in market interest rates.
  7. The County adheres to the guidance provided by the "prudent person rule," which obligated a fiduciary to ensure that:  
 "...investments shall be made with the exercise of that degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived."
  8. In managing its investment portfolio, the County will specifically avoid any purchase of investments, or any investment practice or procedures not specifically authorized under terms of this document.
  9. All participants in the investment process shall seek to act as responsible custodians of the public trust. Investment officials shall avoid any transaction that might impair public confidence in the County's ability to govern effectively. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust.
  10. It is County policy to provide training for investment officer and investment advisers on an annual basis, or as required by law.

#### AUTHORIZATION

The County Treasurer is authorized to withdraw funds of the County from a county depository, if the funds are not required immediately to pay obligations of the county, and to invest these funds in accordance with the policy.

#### INVESTMENT FACILITATION

In order to allow the maximum flexibility for County investment, the Commissioners' Court extends the County Auditor and County Treasurer full authority for investment of funds between meetings of the Commissioners' Court.

Funds will generally be placed for short-term investment periods, i.e., up to 365 days or less. Funds placed for periods over 365 days must have the approval of the Commissioners' Court.

AUTHORIZED INVESTMENTS [Sec. 2256.009-2256.016]

The County Auditor and County Treasurer shall utilize the following methods for the investment of County funds consistent with federal and state law and the current Bank depositor contract:

1. Obligations of, or guaranteed by the U.S. Government to include:
  - Direct obligations of the U.S. and its agencies and instrumentalities, including letters of credit.
  - Direct obligations of the State of Texas
  - Other obligations of Texas, the U.S., or their agencies.
  - Obligations of U.S. states, cities, counties, school districts or other political subdivisions rated A or better.
2. Time Deposits
3. Certificates of Deposit that are secured by obligations described in or in any other manner provided by law.
  - Includes Brokered CD's that are secured.
4. Money Market Investment Accounts
5. Negotiable Order of Withdrawal (NOW) Accounts
6. United States Treasury Bills, Notes and Bonds
7. Eligible SEC Registered Money Market Funds
8. Direct repurchase agreements fully collateralized by U.S. Treasury Securities or U.S. Agency Securities.
9. Fully collateralized repurchase agreements as defined in the Public Funds Investment Act, if it:
  - a. Has a defined termination date
  - b. Is secured by U.S. obligations or its agencies and instrumentalities
  - c. Secured in any other manner and amount provided by law for deposits of the County.
10. S.E.C. Registered, no-load money market mutual funds, if it has a maximum weighted maturity of 90 days and includes in its investment objectives the maintenance of a stable net asset value of \$1 per share.
11. Bond Proceeds may be invested in common trust funds (under certain conditions)



## INVESTMENT INSTITUTIONS

The County Auditor and County Treasurer shall utilize the following institutions or groups to facilitate the investment of County funds, consistent with Federal and State Law and the current Bank Depository Contract:

1. County Depository Bank
2. Other Texas Domiciled Banks
3. Investment banks
4. Brokerage firms approved by Commissioners' Court
5. Eligible Money Market Funds, SEC registered
6. Eligible investment pools (as discussed in the Public Funds Investment Act, Sec. 2256.016-2256.019) the investment pools may be rated AAA or AAA-m as required by H.B. 2799.

## INVESTMENT COLLATERAL

Any HOCKLEY COUNTY investment of funds shall be collateralized, consistent with Federal and State Law and the current Bank Depository Contract, without exception, in one or more of the following manners:

1. Federal Deposit Insurance Corporation (FDIC) (Required amount)
2. United States Government Securities
3. Securities issued by a political subdivision of the State of Texas rated "A" or better by a nationally recognized rating agency.
4. Letters of credit issued by the Federal Home Loan Bank

## INTERNAL CONTROLS

The County Auditor and County Treasurer shall establish a system of internal controls. At least annually the County Auditor and County Treasurer shall review those controls as established and the controls in actual practice and make a report of their findings and recommendations for any strengthening of those controls. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, or misrepresentation by third parties, or imprudent actions by employees and officers of the County. Controls deemed most important would include: separation of duties, separating transaction authority from accounting and record keeping, custodial safekeeping, avoidance of bearer-form securities, clear delegation of authority, specific limitations regarding securities losses and remedial action, written confirmation of telephone transactions, documentation of transactions and strategies.

## RISK TOLERANCE

Portfolio diversification is employed as a way to control risk. Investment managers will exercise prudence in the selection of securities, as a way to minimize default risk. No individual investment transaction shall be undertaken which jeopardizes the total capital position of the overall portfolio. All investment reports shall specifically address whether current investment results have been affected by any of the foregoing risks, and shall explain what actions investment officials have taken to control or correct for such risks, and shall explain what actions investment officials have taken to control or correct for such risks.

In addition to these general policy considerations, the following specific policies will be strictly observed:

1. All transactions will be executed on a delivery versus payment basis.
2. The County will not enter into Reverse Repurchase Agreements nor trade in options or future contracts.
3. A competitive bid process will be used to place government security purchases and repurchase agreements. On a continuing basis, securities dealers will be assessed based on the following criteria.
  - a) Number of transactions competitively won
  - b) Prompt and accurate confirmation of transactions
  - c) Efficient securities delivery
  - d) Accurate market information
  - e) Account servicing
4. A re-pricing of the market value of collateral will be done no less than monthly. The investment officers will utilize either the Wall Street Journal or a source independent of the original transaction to confirm market value.
5. Before accepting funds or engaging in investment transactions with the County, officials of approved depository and securities dealers shall be required to familiarize themselves with the County's investment objectives and constraints. A copy of the investment policy shall be presented to any business organization that seeks to sell authorized investments to the County. The registered principal of that organization shall execute a written instrument verifying that he or she has received and thoroughly reviewed the County's investment policy and has acknowledged the organization's use of reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the County and the organization.

**SAFEKEEPING AND CUSTODY**

To protect against potential fraud and embezzlement, the assets of the County shall be secured through third party custody and safekeeping procedures. *The investment officer shall require evidence of third party safekeeping in the form of monthly receipts for same on all transactions. Bearer instruments shall be held only through third-party institutions.* Investment officials shall be bonded to protect the public against possible embezzlement and malfeasance.

Safekeeping procedures shall be reviewed annually by the independent auditor.

We, the undersigned, have read and understand the foregoing statements, pages 1 - 6, and are competent to execute the provisions outlined in Hockley County's Investment Policy.

BANK: *Aim Bank*

Signed this the 1<sup>st</sup> day of MARCH 2019.

Name

Title

*CHAD ALEXANDER*

*ERP*

*Chad Alexander*

Sharla Baldrige, County Judge

*Sharla Baldrige*

Curtis Thrash, Commissioner Precinct #1

*Curtis Thrash Jr*

Larry Carter, Commissioner Precinct #2

*Larry Carter*

Whitey Barnett, Commissioner Precinct #3

*Whitey Barnett*

Tommy Clevenger, Commissioner Precinct #4

*Tommy Clevenger*

Sworn to & Subscribed to Before Me, by the County Judge & the Commissioners Court

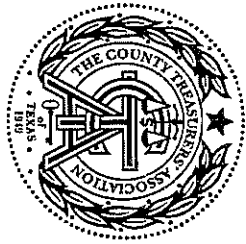
on this 13 day of March 2019.

*Jennifer Palermo*

Jennifer Palermo, HOCKLEY COUNTY CLERK

**Motion by Commissioner Thrash, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners' Court approved Certificate of Compliance for Hockley County Investment Officer, Denise Bohanan. As per certificate recorded below.**

County Treasurers' Association of Texas  
2018 Certificate of Compliance  
Public Funds Investment Act



This Certifies That  
Hon. Denise Bohannon  
County Treasurer  
Hockley County

Successfully completed the required hours of investment training approved by the County Treasurers' Association of Texas for the two year period fully satisfying the education requirements for County Treasurers established by chapter 2256 of the Texas Government Code, the Public Funds Investment Act, Section 2256.008. Investment Training: Local Governments.

A handwritten signature in cursive script, appearing to read "Jan Hartl".

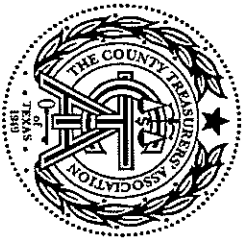
Honorable Jan Hartl, President  
County Treasurers' Association of Texas

A handwritten signature in cursive script, appearing to read "Alan Dierschke".

Honorable Alan Dierschke, Chair  
Certification and Validation Committee

**Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that Commissioners' Court approved Continuing Education Certificate for Hockley County Treasurer, Denise Bohanan. As per certificate recorded below.**

County Treasurers' Association of Texas  
2018 Certificate of Compliance  
Continuing Education



This Certifies That  
Hon. Denise Bohannon  
Certified County Treasurer  
Hockley County

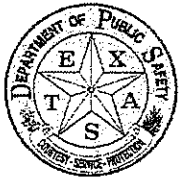
Successfully completed the required hours of continuing education that was sponsored or co-sponsored by an accredited public institution of higher education and was approved by the County Treasurers' Association of Texas fully satisfying the County Treasurer continuing education requirements established by section 83.003 of the Texas Local Government Code Continuing Education.

Honorable Jan Hartl, President  
County Treasurers' Association of Texas

Honorable Alan Dierschke, Chair  
Certification and Validation Committee

**Motion by Commissioner Clevenger, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners' Court approved Emergency Management Training Certificates of Completion by Hockley County Judge, Sharla Baldrige. As per certificates recorded below.**





Texas Department of Public Safety



TEXAS  
DIVISION  
OF  
EMERGENCY MANAGEMENT

Issues this certificate to  
*BALDRIDGE, SHARLA*  
HOCKLEY COUNTY

In recognition of successful completion of the academic requirements for

*Texas Public Officials Workshop*

3.00 Hours  
Levelland, 79336  
December 05, 2016

*[Signature]*  
Assistant Director/DPS  
Chief/TDEM

O'Neal, Colleen  
Instructor



Texas Department of Public Safety



TEXAS  
DIVISION  
OF  
EMERGENCY MANAGEMENT

Issues this certificate to  
*SHARLA BALDRIDGE*  
HOCKLEY COUNTY

In recognition of successful completion of the academic requirements for  
*Disaster Accounting 101 (Module 1)*

8.00 Hours  
Levelland, 79336  
September 20, 2017

*Kim Boyd*  
Deputy Director/DPS  
Chief/TDEM

*Brein, Craig*  
Instructor

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**SHARLA BALDRIDGE**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00100.c**

**Introduction to Incident Command System, ICS-100**

*Issued this 5th Day of December, 2018*



0.2 IACET CEU

A handwritten signature in black ink that reads "Steven P. Heidecker".

Steven P. Heidecker  
Acting Deputy Superintendent  
Emergency Management Institute

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**SHARLA BALDRIDGE**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00200.b**

**ICS for Single Resources and  
Initial Action Incident, ICS-200**

*Issued this 17th Day of January, 2019*



0.3 IACET CEU

A handwritten signature in cursive script that reads "Steven P. Heidecker".

Steven P. Heidecker  
Acting Deputy Superintendent  
Emergency Management Institute

**Motion by Commissioner Clevenger, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that Commissioners' Court approved payment from Hockley County Clerk's preservation account to Avenu Insight & Analytics for completion of year two archiving of records in accordance with the three year archival plan. As per Sales Order #9128 from ACS recorded below.**



A Xerox Company

DCN 1591864

SO# 9128

Sales Order #

CUSTOMER NO <b>289535</b>	DATE <b>3/12/2015</b>	Platform <b>NA</b>	Cost center (Sales support) <b>30030</b>
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Please use new customer number from the customer list.

B Hockley County Clerk	S SAME
I _____	H _____
L 802 Houston St. Ste. 213	I _____
L _____	P _____
Levelland, Texas 79336	T _____
T _____	O _____
O Address 3	

E-mail address: \_\_\_\_\_

CUSTOMER CONTACT: Honorable Irene Gumula PHONE: 806-894-3185 P.O. NO.: \_\_\_\_\_

SALES REP: Brian Moore SALES REP'S NO.: \_\_\_\_\_

PRODUCT - sales support	PRODUCT DESCRIPTION	QTY	UNIT PRICE	SALES AMOUNT
	Archival Plan (This is a 3 year plan)			\$ -
	Deed 1-160, DT 1-57, O/G 1-34, ML 1-14			\$ -
<b>28550000</b>	Scan all documents (estimated pages)	170,880	0.200	\$ 34,176.00
<b>28550000</b>	Split multi document on same pages (estimated)	170,880	0.100	\$ 17,088.00
<b>28550000</b>	DM image enhancement (estimated)	34,560	0.200	\$ 6,912.00
<b>28550000</b>	Index hand written documents (estimated)	3,840	3.500	\$ 13,440.00
<b>28550000</b>	Index typed documents (estimated)	55,680	2.000	\$ 111,360.00
<b>28550000</b>	Tag, load to 20/20 system (estimated)	170,880	0.100	\$ 17,088.00
				\$ -
	Year 1 - scan, split, DM all documents and index up to			\$ -
	total amount of \$150,000			\$ -
	★ Year 2 - Index up to \$35,000 - Year 3 - Index \$15K (+ or -)			\$ -
<b>8840104</b>	Freight			\$ -
SPECIAL INSTRUCTIONS:				SUBTOTAL \$ 200,064.00

All quantities are based on estimated figures. Final billing be based on actual amounts.

See attached Book Inventory.

TAX %  
I.e. .08 or .0725

SALES TAX \$0.00

CUSTOMER ACCEPTANCE: I hereby accept the terms and conditions of this Sales Order Agreement included in page 2, and authorize ACS to proceed on this matter as set forth herein.  
CUSTOMER SIGNATURE: Irene Gumula DATE: 3/12/15

FREIGHT F.O.B.

SALES APPROVAL

TOTAL \$ 200,064.00

**Terms and Conditions:**

**Payment Terms:** Customer agrees to remit payment to ACS within 30 days from issuance of invoice.

**Limited Warranty: Hardware and Commercial Software Warranties:** If third-party hardware and/or commercial software is furnished under this agreement, then ACS shall, to the maximum extent allowable by said third-party vendors, pass-through to the Customer all manufacturers' warranties for materials furnished under this agreement. ACS shall provide only the standard manufacturers' warranties, guarantees, and/or exchange policies for defective items, which are offered through the manufacturers themselves. ACS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE HARDWARE AND COMMERCIAL OFF-THE-SHELF SOFTWARE, IN WHOLE OR IN PART. ACS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Rights to Third Party Software:** Rights to third party commercial off-the-shelf software provided by third-party software vendors, including "shrink wrap" and "click wrap" software, are subject to the provisions of the software licenses provided by those third-party software vendors, and Customer understands and agrees that acceptance and use of such third-party software shall be deemed an acceptance of the terms and conditions of the licenses. Client further agrees to use the third party software in accordance with the terms of those licenses. In the event Client requestd ACS to install third party software that contains "shrink wrap" or "click-wrap" software Client hereby authorizes ACS to accept such "shrink wrap" or "click-wrap" software on behalf of the Client when the software is installed.

**Limitation of Liability:** IN NO EVENT SHALL ACS BE LIABLE TO THE CUSTOMER HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING TWENTY-FIVE PERCENT (25%) OF THE FULL PRICE OF THE ORDERED GOODS AND SERVICES UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL ACS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF CUSTOMER HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT MAY ANY ACTION BE BROUGHT AGAINST ACS ARISING OUT OF THIS AGREEMENT MORE THAN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES, DETERMINED WITHOUT REGARD TO WHEN THE AGGRIEVED PARTY SHALL HAVE LEARNED OF THE INJURY OR LOSS. UNDER NO CIRCUMSTANCES WILL ACS BE RESPONSIBLE FOR THE LOSS OF DATA OR SOFTWARE.

**Force Majeure:** Neither party to this agreement shall be responsible for delays or failures in performance resulting from an act of God, wgr, civil disturbance, labor dispute, or other cause beyond the reasonable control of such party.

**Ownership of Data:** Customer will retain all title, rights, and ownership of all data, including associated indexes, film, and other data provided to ACS, whether stored on magnetic tape, magnetic disk, CD-ROM disk (or other "like" electronic media that may be used).

**Risk of Loss & Title:** ACS shall bear the risk of loss or damage to any hardware and commercial software provided under this agreement, while in transit to the Customer's designated delivery or installation site. The Customer shall bear all risk of loss or damage to the hardware and commercial software after delivery to the Customer site, unless such loss or damage is due to the negligence or willful acts of ACS, its employees, agents, representatives or subcontractors. Title and risk of loss to the hardware and commercial software shall pass to the Customer upon the date products were delivered to the customer's site.

**Returns:** Customer may return hardware and commercial software products purchased from ACS within 15 days from the date products were delivered to the Customer's site.

**Termination for Breach:** If Customer materially breaches any of the terms and conditions set forth in this agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within ten (10) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, ACS may terminate this agreement for breach. Termination by ACS shall be effective upon written notice to Customer. Customer agrees to discontinue use of all ACS-owned materials no later than the effective date of termination and return such ACS-owned materials to ACS within thirty (30) calendar days after termination.

**Entire Agreement:** The contents of this agreement constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this agreement. The terms and conditions of this agreement shall not be changed or modified except by written agreement signed by both parties. The parties agree that in event Client provides ACS with a purchase order, or any other document, containing terms or conditions that are in addition to, or in conflict with, the terms and conditions contained in this agreement, such additional and/or conflicting terms shall be deemed null and void.

Work being performed by ACS throughout the project is earned as completed; therefore, in the event the Customer cancels this sales order without cause, the Customer shall equitably compensate ACS for all services performed through the effective date of the cancellation.

**Stop Work:** ACS is entitled to stop work on this Agreement when the funding or cost limit specified on page 1 is reached. Under no circumstances will ACS be required to perform services or provide deliverables in the absence of available funding.

**Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that Commissioners' Court approved the Plat for Phase III of the Willow Baccharis Subdivision. As per Plat for Phase III of Willow Baccharis recorded below.**



**Motion by Commissioner Thrash, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners' Court approved to advertise that Precinct 1 will be accepting sealed bids for the sale of a used 2014 104M2 Caterpillar Motor Grader. As per Notice to Bidders recorded below.**

THE STATE OF TEXAS  
COUNTY OF HOCKLEY

IN THE COMMISSIONERS' COURT  
OF HOCKLEY COUNTY, TEXAS

**NOTICE TO BIDDERS**

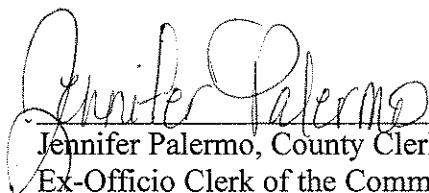
Notice is hereby given that the Commissioner's Court of Hockley County, Texas will receive sealed bids, in the office of the County Judge located at 802 Houston, St., Ste. 101, Levelland, Texas, until 10:00 A.M., Monday, April 3, 2019, for the following described equipment:

ONE (1) USED 2014 140M2 MOTOR GRADER, GLOBAL ARRANGEMENT, LOW AMBIENT CHROME MOLDBOARD, 14' PLUS HITCH, TOWING WEATHER, COLD LINES, STANDARD W/O ACCUMULATOR PRECLEANER INSTALLATION AR-BOX FRAME BASE AND 1(RIP) LIGHTS, FRONT HEADLIGHTS, HIGH STARTER, ELECTRIC HEAVY DUTY CAB, PLUS (STANDARD GLASS) PRODUCT LINK, SATELLITE PL321 TIRES, 14.0 BIAS PLY\*MP GUARD GP, HITCH LANGUAGE, ENGLISH ANTIFREEZE WINDSHIELD WASHER COMFORT PACKAGE LIGHTS, WORKING, PLUS CAMERA, REAR VISION MIRRORS, OUTSIDE MOUNTED GUARD, TRANSMISSION HEATER, ENGINE COOLANT, 120V AM/FM RADIO.

The Commissioners' Court of Hockley County reserves the right to reject any and all bids pursuant to Texas Local Government Code 263.154.

The required bid forms and specifications for said sale of one (1) used Motor Grader is available at the office of the County Judge, between 9:00 A.M. to 5:00 P.M., Monday through Friday.

Given under my hand and seal of said Court, this 13 day of March, 2019.



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

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

The foregoing Minutes of a Commissioner's Court meeting held on the 13<sup>th</sup>  
day of March, A. D. 2019, was examined by me and approved.

Crista Thors  
Commissioner, Precinct No. 1

J. L. Barnett  
Commissioner, Precinct No. 3

Absent  
Commissioner, Precinct No. 2

Tommy Clay  
Commissioner, Precinct No. 4

Judie Baldrige  
County Judge

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

