#### **HOCKLEY COUNTY**

Jennifer Palermo Hockley County Clerk 802 Houston St. Suite 213 Levelland, TX 79336 Phone: 806-894-3185 **DOCUMENT #:** CM-2020-0002

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SUBMITTED BY:

COMMISSIONERS COURT 802 HOUSTON ST

LEVELLAND, TX 79336

RETURN TO: ()

COMMISSIONERS COURT 802 HOUSTON ST LEVELLAND, TX 79336

DOCUMENT # : CM-2020-0002

RECORDED DATE: 03/24/2020 10:45:09 AM

I hereby certify that this document was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Hockley County.



(/) () Jennifer Palermo

Jennifer Palermo Hockley County Clerk

## PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL
INFORMATION.

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

Notice is hereby given that a Regular Meeting of the above named Commissioners' Court will be held on the 3<sup>rd</sup> day of February, 2020 at 9:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed towit:

- 4. Read for approval the minutes of the Special Meeting held at 9:00 a.m. on Monday, January 13, 2020.
- 2. Read for approval all monthly bills and claims submitted to the Court and dated through February 3, 2020.
- 3. Hear the monthly Public Assistance Report.
- 4. Consider and take necessary action to approve the 2020 Federal Poverty limit for Public Assistance applications.
- Consider and take necessary action to approve the Agreement with Abbeville Dentistry to include indigent healthcare clients for dental services.
- 6. Consider and take necessary action to approve the amendment to Disposition of Deceased Pauper guidelines pertaining to the cremains.
- √. Consider and take necessary action to approve the Interlocal Agreement between Hockley County and the Lubbock County Sheriff's Office for housing inmates in Lubbock County.
- &. Consider and take necessary action to approve enrollment in the Texas Association of Counties free annual Cybersecurity Training Course for county employees and elected officials who have access to a local government computer system or database as is mandated by Texas House Bill 3834.
- Consider and take necessary action to approve the Joint Resolution and Statistical Information for Joint Primary.
- 10. Consider and take necessary action to approve the Interlocal Agreement between Hockley County and the City of Levelland for the resale of trust properties within the City of Levelland.
- √1. Consider and take necessary action to approve the Interlocal Agreement with the City of Sundown.
- 12. Consider and take necessary action to approve the Hockley County Vehicle Usage policy.
- 13. Consider and take necessary action to approve Ad Valorem tax refunds FILED FOR RECORD O'CLOCK M.

JAN 3 0 2020

County Clerk, Hockley County, Texas

- 14. Consider and take necessary action to approve the trade-in of a 2015 CAT 140M3 Motor Grader and the purchase of a 2019 Caterpillar 140M3 Motor Grader through the Buy Board for use in Precinct 1.
- 15. Consider and take necessary action to approve the final Plat for Phase I of the Kubie Estates Subdivision in Precinct 1.

#### COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS.

BY: Norla Daldridge, 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 30<sup>th</sup> day of January, 2020, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 30th day of January, 2020.

Jennifer Palexmo, County Clerk, and Ex-Officio

Clerk of Commissioners' Court, Hockley County, Texas

## IN THE COMMISSIONER'S COURT OF HOCKLEY COUNTY, TEXAS

#### REGULAR MEETING FEBRUARY 3, 2020

Be it remembered that on this the 3rd day of February A.D. 2020, there came on to be held a Regular Meeting of the Commissioners' Court, and the Court having convened in Regular Session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Sharla Baldridge
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

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

Motion by Commissioner Carter, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that the Minutes of a Special Meeting of the Commissioners' Court, held on January 13, 2020, A. D., be approved and stand as read.

Motion by Commissioner Thrash, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that Commissioners Court approved all monthly bills and claims submitted to the court and dated through February 3, 2020. Be approved and stand as read.

Rebecca Currington reported her monthly approval and denials for January 2020. As per approval and denials 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 January 2020.

#### APPROVED APPLICANTS

APPLICANT	PHYSICAL ADDRESS	TOWN	REQUEST	AMOUNT
Holly Montano	205 Magnolia #11	Levelland	Shelter	\$150.00
Rubin Cantu	1208 – 10 <sup>th</sup> , Rear	Levelland	Propane	\$ 65.00
Betty Mills	213 Elm	Levelland	Gas	\$ 75.00
Juan Tenorio	903 S. Alamo, #16	Levelland	Electric	\$ 73.09
Gregory Samuels	217 Poplar, #D	Levelland	Electric	\$ 75.00

#### **DENIED APPLICANTS**

The below listed applicants have been denied their public assistance request for

one/more of the following reasons:

Other reason -

$\boxtimes$	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.

APPLICANT	PHYSICAL ADDRESS	TOWN
Kamberly Caffey	1002 S. Alamo, #315	Levelland
Jeanne Gonzalez	209 Peach	Levelland

# PAUPER CREMATION APPROVALS APPLICANT / DECEASED PHYSICAL ADDRESS CITY AMOUNT None

Motion by Commissioner Barnett, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the 2020 Federal Poverty limit for Public Assistance application. As per Hockley County Public Assistance Guidelines recorded below.

#### HOCKLEY COUNTY PUBLIC ASSISTANCE GUIDELINES

For the purpose of determining eligibility, countable income is defined as monies available to the household in the thirty day period prior to the deadline date as determined by the Public Assistance Office. Countable income includes but may not be limited to:

- Earned Income
- Social Security
- Contributions
- Retirement/Pension
- Unemployment
- Workers' Compensation
- Child Support
- Bank Accounts (checking, savings, certificates of deposits, etc.)
- TANF
- Food Stamps
- Housing Payments to Landlords
- Utility Reimbursements
- Other Unearned Income

The income limit for determining public assistance eligibility is 100% of the Health and Human Services Poverty Guidelines which is recorded in the Federal Register.

Persons in family/household	Annual Income	Monthly 100%
1	\$12,760	\$1,063.33
2	\$17,240	\$1,436.67
3	\$21,720	\$1,810.00
4	\$26,200	\$2,183.33
5	\$30,680	\$2,556.67
6	\$35,160	\$2,930.00
7	\$39,640	\$3,303.33
8	\$44,120	\$3,676.67
For families/households with more than 8 persons, additional person.	add \$4,480 for each	\$373.33

COMPLETE PUBLIC ASSISTANCE GUIDELINES ARE POSTED ON THE PUBLIC INFORMATION BOARD INSIDE THE COURTHOUSE.

Given under my hand and seal of said Court, this 3/10 day

day of February, AD, 2020.

Judge Sharla Baldridge Hockley County, Texas

ATTEST:

Jennifer Palermo, County Clerk, and

Ex-Officio Clerk of Commissioners' Court,

**Hockley County, Texas** 

Motion by Commissioner Clevenger, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the Agreement with Abbeville Dentistry to include indigent healthcare clients for dental services. As per Contract for Indigent Health Care Dental Services recorded below.

#### Contract for Indigent Health Care Dental Services

This contract is by and between Hockley County and Abbeville Dentistry.

Per requirements in Indigent Health Care Service Delivery, Abbeville Dentistry agrees to provide the following to persons covered by the County Indigent Health Care (IHC) program: an annual routine dental exam, annual routine cleaning, one set of annual x-rays, and the least-costly service for emergency dental conditions for the removal or filling of a tooth due to abscess, infection or extreme pain.

The State has set payment guidelines for IHC based on Medicaid(TMHP) rates. Claims must be filed on a CMS-1500 and mailed to the Indigent Health Care office at 802 Houston, Ste. 109, Levelland, Tx 79336.

Appointments will be scheduled by the client who must present an IHC medical card at time of service. Eligibility must be verified by contacting the IHC office at 806-894-4264.

Further dental evaluations and treatments recommended by the dental staff will be the responsibility of the indigent health care client.

There will be no set term of the contract. Either party may terminate this contract at any time with or without cause by giving the other party thirty (30) days written notice of termination. This contract may be terminated immediately for nonpayment.

Effective Date of this contract shall be February 01, 2020.

HOCKLEY COUNTY

Judge Sharla Baldridge,

Hockley County

ABBEVILLE DENTISTRY

Debbye Cranston

Motion by Commissioner Carter, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the amendment to Disposition of Deceased Pauper guidelines pertaining to the cremains. As per Hockley County Pauper Cremation/Burial Policy and procedures recorded below.

## HOCKLEY COUNTY PAUPER CREMATION / BURIAL POLICY AND PROCEDURE

- 1. In accordance with Section 694.002 of the Texas Health and Safety Code requiring the Commissioners' Court to provide for the disposition of the body of a deceased pauper the following policy has been established to govern the disposition of the remains of a person who died within the boundaries of Hockley County.
- Legal Authority Section 711.002(a) of the Texas Health & Safety Code entitles a person or
  persons the right to control the disposition of the body of a deceased person and in accordance
  with Subsection (a-1) are liable for the reasonable cost of interment.

The order of those persons is:

1) the person designated in a written instrument signed by the decedent;

2) the decedent's surviving spouse;

3) any one of the decedent's surviving adult children;

4) either one of the decedent's surviving parents;

5) any one of the decedent's surviving adult siblings;

6) any adult person in the next degree of kinship in the order named by law to inherit the estate of the decedent.

Section 711.002(d) states that a person listed in the above section has the right, duty, and liability provided by that section only if there is no person in priority listed before that person.

Section 711.002(a-2) states if the person with the right to control the disposition of the decedent's remains fails to make final arrangements or appoint another person to make final arrangements for the disposition before the earlier of the 6<sup>th</sup> day after the date the person received notice of the decedent's death or the 10<sup>th</sup> day after the date the decedent died, the person is presumed to be unable or unwilling to control the disposition, and:

the person's right to control the disposition is terminated, and

- 1) the right to control the disposition is passed to the following persons in the following priority:
  - a) any other person in the same priority class under Subsection (a) as the person whose right was terminated; or
  - b) a person in a different priority class, in the priority listed in Subsection (a).
- 3. Pursuant to Section 711.002(k), any dispute among any of the persons listed in Subsection (a) concerning their right to control the disposition, including, cremation, of a decedent's remains shall be resolved by a court of competent jurisdiction. A cemetery organization or funeral establishment shall not be liable for refusing to accept the decedent's remains, or inter or otherwise dispose of the decedent's remains until it receives a court order or other suitable confirmation that the dispute has been resolved or settled.
- 4. Pursuant to Section 711.002(e) of the Health and Safety Code, if there is no person with the duty to inter under Subsection (a) and:
  - 1) an inquest is held, the person conducting the inquest shall inter the remains; and
  - 2) an inquest is not held, the county in which the death occurred shall inter the remains.

- 5. The Hockley County Public Assistance Administrator or other designee, as assigned by the Commissioners' Court, shall be responsible for staying in contact with the contracted funeral home, providing applicant with the application, assisting with application if requested, making sure all documents are received by the earlier of the 6<sup>th</sup> day after the date the applicant received notice of the decedent's death or the 10<sup>th</sup> day after the date the decedent died (Sec 711.02(a-1), determining eligibility, and notifying both applicant and funeral home of eligibility decision. In addition, all communications concerning the deceased must be documented.
- 6. The County Judge or Commissioners are authorized to approve or authorize the disposition of the body by any of the methods set forth herein, to bind the County to pay the cost thereof, and to sign any documents necessary to facilitate the disposition.
- 7. The choice of disposition of a deceased pauper's remains shall be cremation and burial shall be in the County cemetery. However, if the deceased is an unidentified person then such person shall not be cremated and will be buried in the City of Levelland cemetery.
- 8. Unless authorized by law, the County may not seize or take action to obtain reimbursement from a pauper's estate. However, to the extent not prohibited by law, the County may make a claim or file an action against a decedent's estate or heirs to recover the cost of disposition of a person who was not a pauper, but who was disposed of a County expense due to the operation of Section 711.002 of the Health and Safety Code.
- 9. Under Section 711.002 of the Health and Safety Code, relatives may donate funds toward the burial expense. The donation must be deposited with the County Treasurer who may deposit the money in to a special account rather than the County depository only if the Commissioners' Court has so ordered.
- 10. Per Section 694.002 the County may use any cash found on the deceased pauper to use towards the cost of cremation. Should cash total exceed the cost of cremation then the remaining funds must be placed in a trust account. If no family member claims the excess funds within one year those funds may then be transferred to the line item for paying for pauper dispositions.
- 11. The provisions of this policy are subject to the laws of the State of Texas and authoritative interpretations thereof. To the extent this policy conflicts with applicable law, such law shall control. This policy shall be interpreted as incorporating any amendments of the applicable laws or changes in interpretation thereof.

#### **PROCEDURE**

#### Provisions:

- 1. All proceedings relating to the final arrangements for pauper remains shall be conducted with the utmost solemnity and respect for the decedent.
- 2. Decedent must have died within the boundaries of Hockley County, Texas.
- 3. Applications will be taken only after the person is deceased.
- 4. Method of disposition of a pauper's remains will be by cremation in accordance with prevailing law. Only unidentified persons will be subject to burial. In addition,
  - a. only those items listed below will be provided by the funeral home; and
  - b. no additional amenities will be provided independently by the survivors or by any other party; in addition no supplemental payments may be made to the funeral home.
  - c. Neither applicant, other family member nor outside party acting on behalf of the family may contract with another funeral home to provide any services.
  - d. The actual preparation, cremation and/or interment of pauper remains shall be accomplished by a licensed Funeral Director at a facility designed and licensed for that purpose.
- 6. Authorization by the office of the Hockley County Judge or his/her designee is mandatory prior to the preparation and/or disposition of the remains of a person for which the County is assuming responsibility for final arrangements. A funeral home which acts without the express authorization of the County Judge or designee shall have assumed all responsibility for that person's final arrangements.
- 7. County approved cremation package consists of:
  - e. Pickup & delivery to crematory by funeral home
  - f. Cremation
  - g. Container
  - h. Burial in the County cemetery
- 8. County approved burial package of unidentified person consists of:
  - i. Pickup by funeral home
  - j. Basic casket
  - k. Transport to cemetery
  - Disposition of remains –
     City of Levelland will provide plot and opening & closing of said plot at request of Hockley County

#### County Responsibilities:

- 1. The County's exploration of all other avenues of accountability, including the responsibilities of a person and/or persons listed in Section 711.002(a) of the Texas Health & Safety Code (next of kin), must be thoroughly exhausted and it has been conclusively established that the decedent is indeed legally entitled to cremation at the county's expense.
- 2. The County may, at its option, relinquish its authority over the disposition of the remains of a pauper once established should next of kin come forth prior to cremation or burial of an unidentified person.
- 3. The County shall be the sole authority regarding the method of disposition of the remains of a pauper.
- 4. Designated staff shall retain all paperwork which includes that which is necessary according to law and as necessary to determine eligibility for disposition of body of pauper:
  - a. Request all information necessary to determine whether County criteria is met. The following information must be included:
    - i. demographic data,
    - ii. place of death (address/county),
    - iii. Veteran status,
    - iv. next of kin/responsible party,
    - v. any known income/available resources of the deceased and person(s) having the "right, duty, and liability to control disposition of the body per Sections 711.002(a) and (d) of the Texas Health & Safety Code for anytime during the month of death, including but not limited to -
      - 1. income,
      - 2. checking / savings accounts,
      - 3. other accessible assets
      - 4. insurance policies life and burial,
- 5. All authorizations, certificates, and order to cremate shall be properly filled out in accordance with state law and signed by the County Judge or designee prior to preparation and/or disposition of the remains of a person for which the County is assuming responsibility.
- 6. Notify funeral home of approval or denial of application.
- 7. Receive itemized invoice & pay approved expenses only.

#### Funeral Home Responsibility:

- 1. Pick up body of deceased.
- 2. Transport deceased to & from crematory.
- 3. Turn over ashes to the County for burial.
- 4. If deceased is unidentified, provide transport to City of Levelland cemetery for burial.
- 5. File death certificate, report of death, & notify the Social Security Administration.
- 6. Accept County program funds as payment in full
  - a. Do NOT waiver from indigent policies approved by the County,
  - b. Do NOT accept funds from next of kin, etc. to provide additional services or to supplement county approved package,
  - c. Reimburse the county in event unforeseen funds received from any other source.

## DISPOSITION OF BODY OF PAUPER ELIGIBILITY CRITERIA

Eligibility for Hockley County Disposition of Body of Pauper Program is based on place of death and countable income and assets. In order to determine eligibility, the person designated in the appropriate next of kin class will be asked to complete an application, a checklist of accessible income and assets. All persons designated in the appropriate next of kin class shall complete an income and assets checklist. In the event that no next of kin or other legally responsible person is identified, the application will be completed and signed by the person so designated by the Commissioners' Court.

Applications will be available at the County Public Assistance Office. Completed applications will be processed for eligibility determination. If approved, a notification of decision will be delivered to the funeral home.

**COUNTY OF RESIDENCE:** Hockley County

#### **INCOME/ASSETS:**

Countable income and accessible assets combined total must be at or below the maximum amount the county has agreed to pay the funeral home.

#### **DEFINITIONS:**

Income: all earned and unearned income

**Accessible Assets:** assets readily and legally available to the deceased or to responsible persons. These include but may not be limited to checking, savings and other accounts, cash receivables from all sources, cash value on insurance policies, and insurance policy benefits or other death benefits available due to the death of the decedent.

Countable Funds: Total of income and accessible assets.

**Legally Responsible Relationship:** A legally responsible relationship exists between the deceased and related persons defined in Section 711.002(a) and (d) of the Texas Health & Safety Code as having the right, duty, and liability to control the disposition of the decedent's remains as well as being liable for the reasonable cost of interment.

The effective date of the above rules and procedures is February 2, 2020.

Given under my hand and seal of said Court, this 3nd day of Jehrnary, AD, 2020.

Judge Sharla Baldridge, Hockley County, Texas

ATTEST:

Jennifer Palermo, County Clerk, and

Ex-Officio Clerk of Commissioners' Court,

Hockley County, Texas

Motion by Commissioner Barnett, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the Interlocal Agreement between Hockley County and the Lubbock County Sheriff's Office for housing inmates in Lubbock County. A per Interlocal Cooperation Agreement recorded below.

#### INTERLOCAL COOPERATION AGREEMENT

This Agreement is made by and entered into between Hockley County, Texas (hereinafter "Contracting County") and Lubbock County, Texas (hereinafter "Lubbock County") on the date indicated below.

WHEREAS, Contracting County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its jail, and

WHEREAS, Lubbock County currently has the jail capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 4413(32c), Tex. Rev. Civ. Stat.), and

WHEREAS, the Contracting County and Lubbock County desire to enter into an agreement pursuant to which Lubbock County will provide housing and care for certain inmates incarcerated or to be incarcerated in the Contracting County's jail.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the parties hereto mutually agree as follows:

## ARTICLE I DETENTION SERVICES

- 1.01 HOUSING AND CARE OF INMATES: Lubbock County agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the Contracting County in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. Lubbock County shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides for its own inmates confined in its own jail subject to the terms and conditions of this Agreement.
- 1.02 <u>Medical Services:</u> The per day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside Lubbock County's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical and dental care, and does not include the costs associated with hospitalization of an inmate. The Contracting County shall pay Lubbock County an amount equal to the amount Lubbock County is required to expend for medical services other than those routine medical services provided for by the per day rate. When it becomes necessary for an inmate to be hospitalized, Lubbock County shall contact the Contracting County, through its Sheriff or designated representative, as soon as possible to

inform the Contracting County of the fact that the inmate has been, or is to be, hospitalized and the nature of the illness or injury that has required the hospitalization.

Lubbock County shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

Lubbock County has the right to arrange for the hospital or health care provider to bill the Contracting County directly for the costs of hospitalization and/or medical care, rather than Lubbock County paying the costs directly, the Contracting County shall reimburse Lubbock County for such costs within forty-five (45) business days of receipt of invoice from Lubbock County, which invoice may be delivered personally, by facsimile, by mail or by other reliable sources.

- 1.03 <u>MEDICAL INFORMATION:</u> The Contracting County shall provide Lubbock County with medical information for all inmates sought to be transferred to Lubbock County's facility under this Agreement, including information regarding any special medication, diet or exercise regimen applicable to each inmate.
- 1.04 TRANSPORTATION AND OFF-SITE SECURITY: The Contracting County is solely responsible for the transportation of its inmates to and from Lubbock County's facility. Ambulance transportation (including emergency flight, etc.) is not covered by the per day rate and will be billed along with regular monthly billing submitted to the Contracting County by Lubbock County.

Lubbock County will provide stationary guard services (\$34.00 per hour per guard, with a minimum of two guards) as requested or required by circumstances or by law for inmates admitted or committed to an off-site medical facility. The Contracting County shall compensate Lubbock County for the actual cost of said guard services to Lubbock County, which shall be billed by Lubbock County along with regular monthly billing for detention services.

The Contracting County is responsible for the transport of its inmates from Lubbock County's facility to the Texas Department of Criminal Justice, Institutional Division.

- 1.05 <u>SPECIAL PROGRAMS:</u> The per day rate set out in this Agreement only covers basic custodial care and supervision and does not include any special educational, vocational or other programs. The parties may agree by a written amendment to this Agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.
- 1.06 <u>LOCATION AND OPERATION OF FACILITY:</u> Lubbock County shall provide the detention services described herein at the Lubbock County Detention Center in Lubbock, Texas, which is operated by the Lubbock County Sheriff.

## ARTICLE II FINANCIAL PROVISIONS

- 2.01 <u>PER DIEM RATE:</u> The per diem rate for detention services under this Agreement is seventy-five dollars (\$75.00) per man day. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this Agreement, except that the Contracting County will not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, Lubbock County will bill for the day of arrival, but not for the day of departure.
- 2.02 <u>BILLING PROCEDURE:</u> Lubbock County shall submit an itemized invoice for the services provided each month to the Contracting County, in arrears, invoices will be submitted to the officer of the Contracting County designated to receive the same on behalf of the Contracting County. The Contracting County shall make payment to Lubbock County within thirty (30) days after receipt of the invoice. Payment shall be in the name of Lubbock County and remitted to:

Lubbock County Detention Center P.O. Box 10536 Lubbock, TX 79408

Amounts which are not paid timely in accordance with the above procedure shall bear an interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, which shall be a contractual obligation of the Contracting County under this Agreement. Contracting County further agrees that Lubbock County shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this Agreement.

## ARTICLE III ACCEPTANCE OF INMATES

- 3.01 **PRIMARY TERM:** The primary term of this Agreement is for a period of one (1) year from the date of execution.
- 3.02 **RENEWALS:** This Agreement may be renewed annually by mutual agreement of the parties. Contracting County shall send a written request prior to the end of the primary or renewal term requesting renewal of the Agreement. In the event that the parties seek to renew this Agreement at the end of the primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the commissioners' courts of the respective parties.
- 3.03 **TERMINATION:** This Agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this Agreement may be terminated upon sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This Agreement will likewise terminate upon the

happening of an event that renders the performance hereunder by Lubbock County impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the Contracting County's inmates.

## ARTICLE IV ACCEPTANCE OF INMATES

- 4.01 COMPLIANCE WITH LAW: Nothing herein shall create any obligation upon Lubbock County to house the Contracting County's inmates where the housing of said inmates will, in the opinion of Lubbock County's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Lubbock County Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that Lubbock County's Sheriff determines that a condition exists at Lubbock County's facility necessitating the removal of the Contracting County's prisoners, or any specified number thereof, the Contracting County shall, upon notice by Lubbock County's Sheriff to the Sheriff of the Contracting County, immediately (within eight (8) hours) remove said prisoners from the facility.
- 4.02 <u>ELIGIBILITY FOR INCARCERATION</u>: The only inmates of the Contracting County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Texas Commission on Jail Standards approved custody assessment system in place at the Contracting County's jail and pursuant to the custody assessment system in place at Lubbock County's facility.

All inmates proposed by the Contracting County to be transferred to Lubbock County's facility under this Agreement must meet the eligibility requirements set forth above. Lubbock County reserves the right to review the inmates' classifications/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at Lubbock County's facility, Lubbock County reserves the right to demand that the Contracting County remove that inmate and replace said inmate with a non-high risk inmate of the Contracting County.

4.03 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES: Lubbock County reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to Lubbock County's facility, and the Contracting County shall cooperate with and provide information requested regarding any prisoner of the Contracting County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to Lubbock County's Sheriff makes the inmate unacceptable for continued incarceration in Lubbock County's facility in the opinion of Lubbock County's Sheriff, the Contracting County will be

requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of Lubbock County's Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-tem medical segregation.

4.04 INMATE SENTENCES: Lubbock County shall not be in charge of, or responsible for, the computation or processing of inmates' time of confinement, including, but not limited to, computation of good time award/credits and discharge dates. All such computations and recordkeeping shall continue to be the responsibility of the Contracting County. It shall be the responsibility of the Contracting County to notify Lubbock County of any discharge date for an inmate at least ten (10) days before such date. Lubbock County will release inmates of the Contracting County only when such release is specifically requested in writing by the Sheriff of the Contracting County. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the Contracting County to pick up and return inmates to the Contracting County facility shortly before their discharge date, and for the Contracting County to discharge the inmate from its own facility. The Contracting County accepts all responsibility for the calculations and determinations set forth above and for giving Lubbock County notice of the same, and to the extent allowed by law, shall indemnify and hold Lubbock County harmless for all liability or expense of any kind arising therefrom. The Contracting County is responsible for all paperwork, arrangements and transportation for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

## ARTICLE V MISCELLANEOUS

- 5.01 <u>BINDING NATURE OF AGREEMENT:</u> This Agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.
- 5.02 **NOTICE:** All notices, demands, or other writings, including notices of address changes, may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following addresses:

To Lubbock County:

**Lubbock County Detention Center** 

Attn: Chief Deputy - Detention

PO Box 10536

Lubbock, TX 79408

To Contracting County:

Hockley County Auditor's Office

802 Houston Street, Suite 103

Levelland, TX 79336

- 5.03 <u>AMENDMENTS:</u> This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioners' courts of the respective partied hereto.
- 5.04 **PRIOR AGREEMENTS:** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 5.05 <u>CHOICE OF LAW AND VENUE:</u> The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and performable in Lubbock, Lubbock County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in a district court of Lubbock County, Texas.
- 5.06 <u>APPROVALS:</u> This Agreement must be approved by the Commissioners' Court of the Contracting County and the Commissioners' Court of Lubbock County in accordance with the Interlocal Agreement Act.
- 5.07 <u>FUNDING SOURCE:</u> The Contracting County must pay all amounts due under this Agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the Contracting County's Treasurer below certifies that there are sufficient funds from current revenues available to the Contracting County to meet its obligations under this Agreement.

**LUBBOCK COUNTY, TEXAS:** 

Curtis Parrish

Lubbock County Judge

Date Approved by Lubbock County Commissioners Court 3.9. WW

**HOCKLEY COUNTY, TEXAS:** 

Sharla Baldridge

Hockley County Judge

Date Approved by Hockley County Commissioners Court 2-3-2020

Denise Bohannon

**Hockley County Treasurer** 

ATTEST:

Kelly Pinlon

**Lubbock County Clerk** 

APPROVED AS TO CONTENT:

Kelly S. Rowe

Lubbock County Sheriff

**REVIEWED AS TO FORM:** 

Criminal District Attorney's Office,

Civil Division

Jennifer Nicole Palermo
Hockley County Clerk

\* HOCKER COUNTY

Ray Scifres

Hockley County Sheriff

Motion by Commissioner Thrash, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that Commissioners Court approved enrollment in the Texas Association of Counties free annual Cybersecurity Training Course for county employees and elected officials who have access to a local government computer system or database as is mandated by Texas House Bill 3834. As per Texas Association of Counties Cybersecurity Course Enrollment Form For Counties recorded below.

## TEXAS ASSOCIATION of COUNTIES



## **Cybersecurity Course Enrollment Form for Counties**

Under a new state law, Tex. Gov't Code § 2054.5191, effective June 14, 2019, all local government employees and elected officials who have access to a local government computer system or database must complete a cybersecurity training program certified by the Texas Department of Information Resources (DIR) at least annually.

In response to the new cybersecurity training mandate and in furtherance of our continued commitment to our county family, TAC is offering a free cybersecurity course that has been certified by DIR and fulfills the requirements of the new law.

Should your county choose to participate in TAC's cybersecurity training program, please have your Commissioners Court approve your county's participation and complete the enclosed form and return via email to <a href="mailto:SecurityTraining@county.org">SecurityTraining@county.org</a> or fax to (512) 477-1324. For more information about the underlying legislation and TAC's cybersecurity training course, please visit county.org/cybersecurity.

The course will first be made available to enrolled counties on Jan. 15, 2020 and should be completed by June 14, 2020. Enrollment is available on a rolling basis throughout the year.

Printed Name	County Name		
Sharla Baldridge, County Judge	Hockley		
Authorized Signature	Date		
Shurla Baldridge	2-3-2020		

### **Assigned Course Administrator**

Please indicate the individual who will serve as the primary point of contact with TAC staff for purposes of enrolling participating county officials and employees in the cybersecurity training course. The designated individual will be asked to provide a list of all participating county employees and elected officials' names, email addresses, and positions held. The designated individual will also be asked to regularly add or remove users from access to the training program upon separation from county employment.

The course administrator will have access to reports reflecting the course completion status of all participating county employees and elected officials. If your county would like multiple administrators, please include their contact information on the following page.

Name of Administrator: Monica Grado	
Email of Administrator: mgrado@hockleycounty.org	
Phone Number of Administrator: 806-894-6070	
Phone Number of Administrator:  Position/Office of Administrator:  HR	
Position/Office of Administrator:	

## **County IT Administrator**

Please indicate the individual responsible for IT administration for your county. Upon request, TAC will coordinate with your IT Administrator to facilitate smooth deployment of the cybersecurity training program for your personnel and electeds.

Name of IT Administrator: CTSI	
Email of Registrant: jleiter@ctsinet.com	
Phone Number of Registrant: 806-793-8961	
Phone Number of Registrant:	

## Additional Course Administrators (Optional)

Please indicate any additional county employees who will have access to regularly add/remove users from training according to employment changes within the county. Administrators will have access to reports reflecting the course completion status of all county employees.

Name of Administrator: Shirley Penner				
Email of Administrator: spenner@hockleycounty.org				
Phone Number of Administrator: 806-894-6070				
Position/Office of Administrator: Auditor				
Name of Administrator:				
Email of Administrator:				
Phone Number of Administrator:				
Position/Office of Administrator:				
Name of Administrator:				
Email of Administrator:				
Phone Number of Administrator:				
Position/Office of Administrator:				

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the Joint Resolution and Statistical Information for Joint Primary. As per

Prescribed by Secretary of State (Form JRC)
Elections PRIM/jresolution.doc
Joint Resolution Contract; Texas Administrative Code rule §81.157
Section 172.126, Texas Election Code 8/2017

#### JOINT RESOLUTION AND STATISTICAL INFORMATION FOR JOINT PRIMARY

## JOINT RESOLUTION WHEREAS, the Democratic Party of Hockley County, Texas, and the \_ County, Texas, desire to enter into a 2020 Joint Republican Party of\_ Primary Election Services Contract with the Hocklan County Election Administrator/ County Clerk, as the County Election Officer. AND WHEREAS, the Commissioners Court of Hocklus County, Texas desires to give authorization for said Contract. THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT \_, COUNTY, TEXAS, THAT: Said Commissioners Court authorizes a Joint Contract by and among, Cler Chair, Republican Democratic Party County and , County Election Officer of Hockley County, Texas, for the conduct and Hockley County Joint Primary Election on March 3, 2025 County Joint Primary Runoff Election, if necessary, on May 26, 2020. PASSED AND APPROVED, THIS 3nd DAY OF Commissioner, Precinct 1 Signature of Commissione Precinct 4 **County Democratic Party** County Republican Party , County Chair , County Chair

County Elections Official

By: MEIZL MARE, County Election Administrator/County Clerk

## PRIMARY ELECTION SERVICES CONTRACT WITH THE COUNTY ELECTIONS OFFICER STATE OF TEXAS, COUNTY OF Hockley

THIS CONTRACT is made and entered into the	is 13 day	of Jan	, 20, 20,
Into CONTRACT is made and chicked into the		D - 1	
by and between theCol			
through the Chair of	its	County	Executive
Committee, Gen Make (name), hereinaft	er referred to	as "Party," an	d_( <i>name</i> ),
County Election Officer of Hockley	County, Te	exas, hereinafte	r referred to
as the "Contracting Officer," under the authority of Se	ction 31.092(b	), Texas Electio	n Code and
relating to the conduct and supervision	of the	Hockley	County
Party's Primary Election on Ma	v 320 <u>2()</u> (h	ereinafter referi	red to as the
"election"), and the County Down Party's Runoff Prin	mary Election,	if necessary, o	n May 21
20 20, (hereinafter referred to as the "runoff election	").		

THIS CONTRACT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election and the runoff election:

- 1. Duties and Services of the Contracting Officer. The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment (strike out any not being performed by the C.O.) in connection with the election and the runoff election. Pursuant to Chapter 173 of the Texas Election Code, election services, equipment, and materials ordered from a Texas-certified voting system vendor shall be reported to the Office of the Secretary of State ("SOS") by the vendor and the SOS shall pay the vendor directly. Election services, equipment, and materials described in this contract provided by the contracting officer shall be reported to the SOS via the SOS-prescribed primary finance system by the contracting officer and the SOS shall pay the contracting officer directly. Any statutory duties required of the contracting officer shall be a cost borne by the county. Costs not payable with state appropriated primary funds, including candidate filling fees, shall be paid from non-state funded sources:
- 1.1 Promptly after being advised by the Party of the designated polling places, contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election.
- 1.2 Conduct one or more election schools, and notify the election judges of the date(s), time(s), and place(s) of such schools. (This does not imply that election judges or clerks will be paid for attending such schools. See 1 T.A.C. §§ 81.120(a) & 81.121(c).)
- 1.3 Program, or arrange to have programmed, the ballot.
- 1.4 Post on the county's internet website and arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas

Election Code, and/or the legal notice of the logic and accuracy test of the direct recording electronic ("DRE") voting machines as provided in Section 129.023(b), Texas Election Code, as applicable, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098, Texas Election Code, the voting system that uses DRE voting machines under 129.021-129.023, Texas Election Code, or the voting system that uses other electronic voting systems in accordance with advisories issued by the Texas Secretary of State (hereinafter referred to as "SOS"), respectively.

- 1.5 In accordance with Section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the county's Internet website. If the party does not maintain a website, the notice must be posted on the bulletin board used for posting notices of meetings of commissioner's court. The notice must contain the information set forth in Section 4.004, Texas Election Code and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.
- 1.6 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths.
- 1.7 Procure all necessary voting machines and equipment, prepare them for use at the early voting locations and at the election day polling places, and transport them (or arrange to have them transported) to and from the early voting locations and at the election day polling places.
- Arrange for the use of a central counting/central accumulation station and for the central counting station manager and tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.
- 1.9 Obtain voter registration lists from the voter registrar to be used during early voting and on election day.
- 1.10 As requested by the Party, assist in the general overall supervision of the election and the runoff election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers of the Party who are responsible for holding the election and the runoff election.
- 1.11 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code.
- 1.12 Submit Election Night Returns ("ENR") electronically to the Texas Secretary of State (hereinafter referred to as "SOS") in the form requested by the SOS in accordance with Chapter 68, Texas Election Code.
- 1.13 Prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for the offices of President and Vice-President of the United States (if applicable), statewide offices, the offices of U.S. Representative, state senator, or state representative, district offices, county or precinct offices in accordance with Sections 67.017 and 172.124, Texas Election Code.

- 2. Duties and Services of the Party. The Party shall be responsible for performing the following duties in connection with the election and the runoff election:
  - 2.1 In accordance with Sections 42.002(a)(3), 42.009 and 43.003, Texas Election Code, determine whether there will be a consolidation of county voting precincts for the election and the runoff election, designate the polling place for each voting precinct for the election and runoff election, and advise the Contracting Officer of any such consolidations and the names and addresses of the polling places and the contact persons for them.
  - Appoint a presiding and an alternate judge for each election day polling place, a presiding and an alternate judge for the central counting station, and a presiding judge for the early voting ballot board and promptly provide the names and contact information to the Contracting Officer. (It is the responsibility of the presiding judges to appoint the appropriate number of election clerks.)
  - 2.3 Appoint in accordance with Sections 127.002, 127.003, and 127.004, Texas Election Code, the counting station manager, tabulation supervisor, and assistants to the tabulation supervisor that usually perform these functions in the county for elections ordered by the governor, the county judge or commissioners court.
  - 2.4 Notify the election judges of the election and the runoff election in accordance with Section 4.007, Texas Election Code.
  - As soon as possible after the final candidate filing deadline (or in the case of a runoff election, after the canvass of the election) to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing so that ballots going overseas may be mailed no later than 45 days before the election dates for the election and the runoff election, certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot.
  - 2.6 Supervise the overall conduct of the election in the county as set forth in Section 31.092(d), Texas Election Code.

#### 3. Compensation, Billing, and Payment.

3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer for the actual expenses he/she incurs in accordance with Section 31.100, Texas Election Code and the leasing fees allowed under Section 123.033 (e) and (f), Texas Election Code, including without limitation, the costs and expenses of election supplies; newspaper publication of the testing notice only; use of voting machines and equipment; wages and salaries of the precinct election judges, alternate judges, and election clerks, members of the early voting ballot board, and central counting station personnel; programming the ballot; logic and accuracy testing, and voting machines and equipment transportation. Provided, that nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories relating to primary funds.

- For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer a fee of 10% of the total amount of the Contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.
- 3.3 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may require that money be paid in advance to conduct the election and the runoff election from the Party, which must be paid into a separate county fund in accordance with Section 31.100(a), Texas Election Code, from which the Contracting Officer may make expenditures for the election and runoff election.
- 3.4 Notwithstanding anything to the contrary in this Contract, the Contracting Officer will receive direct payment of actual expenses incurred by the Contracting Officer in connection with the election or runoff election and in accordance with this Contract from the SOS in accordance with rules and procedures established by the SOS and Section 173.0832, Texas Election Code.
- Notwithstanding anything to the contrary in this Contract, the Contracting Officer may request the Party to pay directly to the precinct election and alternate judges and election clerks, members of the early voting ballot board, and the presiding and alternate judges and clerks of the central counting station the wages and salaries earned by them in connection with the election and runoff election.
- A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and the runoff election is attached to and made a part of this Contract as Exhibit A. The cost estimate should express costs in the categories set forth in the Party's Primary Cost Estimate and the Party's Primary Runoff Cost Estimate. The Party and the Contracting Officer acknowledge that the cost of the election and the runoff election is paid for from the county primary fund described in Section 173.031, Texas Election Code, with the county paying for the cost of early voting in accordance with Section 173.003, Texas Election Code. The Contracting Officer and the Party also acknowledge their responsibility to comply with the administrative rules issued by the SOS relative to primary financing, 1 T.A.C. §§ 81.101-81.157.
- 3.7 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses he/she incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above. The invoice shall reflect any advance monies paid under Paragraph 3.3 and any direct payments made under Paragraph 3.4. The Contracting Officer will use his/her best efforts to submit the invoice within 30 days after the election or within 10 days after the runoff election.
- 4. Early Voting. In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and the runoff election, both with respect to early voting in person and voting by mail. The county shall not be entitled to reimbursement for the cost of early voting, except for the cost of the ballots and the ballot programming for use of the voting system, as set forth in the administrative rules promulgated by the SOS.
- 5. Voting System. The voting system to be used in the election and runoff election is

6. Acknowledgement of Shared Polling Places. The Party acknowledges that the Contracting Officer, in accordance with Section 31.092(e), Texas Election Code, may enter into a similar Primary Election Services Contract with any other political party in the same county that nominates its candidates for office by primary election. In such event, the Party agrees to share common polling places with the other political party. The Party acknowledges that if there is not enough county-owned election equipment to satisfy the requests of both political parties, commissioners court shall allocate the equipment among the political parties requesting it, in accordance with Section 51.035, Texas Election Code.

#### 7. General Provisions.

- 7.1 Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code.
- 7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for failure to pay a claim.
- 7.3 The Contracting Officer shall file copies of this Contract with the County Treasurer (County Judge, if there is not a County Treasurer) and the County Auditor.
- 7.4 Only the actual expenses directly attributable to the Contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.
- 7.5 The Party remains liable to pay the Contracting Officer for the actual expenses directly attributable to the Contract, except as provided in Paragraph 4 above, whether or not the Party receives funds from the SOS under Chapter 173, Texas Election Code. Both parties acknowledge that the Party should not request the Contracting Officer to incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes and that the Contracting Officer should not incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes.
- 7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice shall be made to these individuals:

#### For the Contracting Officer:

Name: On Eryl Smoot
Name: Onergi Smort Mailing Address: 4 AUE H Ste 103
Phone #: (80e) 894-1105
Fax: (806) 894-1104
Email: CSMart@heckleycounty.org

#### For the Party:

Name: ()\e v	Maxen	
Mailing Address:	314 EAST HIGHAAND MALL Blud # 505	8
Phone #: 5/2	6566337	
Fax:		
Email: amax	y etx democrats. org	

7.7 By their signatures below, the Contracting Officer and the Chair of the Party's County Executive Committee warrant and represent that they are authorized to enter into this Contract.

The Contracting Officer	•
Ву:	
Title:	
Date:	
The Party	
By: Dh (Vala	
Title: Primam Director	
Date: 113 20	

Motion by Commissioner Clevenger, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the Interlocal Agreement between Hockley County and the City of Levelland for the resale of trust properties within the City of Levelland. As per Interlocal Agreement between Hockley County and the City Of Levelland recorded below.

### INTERLOCAL AGREEMENT BETWEEN HOCKLEY COUNTY AND THE CITY OF LEVELLAND

This Interlocal Agreement (this "Agreement") is made between HOCKLEY COUNTY (the "County") and CITY OF LEVELLAND (the "City").

#### 1. RECITALS

Whereas, the County and the City are authorized to enter into an interlocal agreement pursuant to Section 791.001, Texas Government Code;

Whereas, the taxing entities with tax jurisdiction in the City of Levelland hold in trust certain properties that have passed through foreclosure for delinquent ad valorem taxes and did not sell at the courthouse;

Whereas, the County recognizes the community will be better served by assigning unto the City the County's rights to proceeds from the re-sale of trust properties within the City of Levelland;

Whereas, the trust properties shall include and be limited to, those trust properties within the City of Levelland's jurisdictional lines;

Whereas, the proceeds from the re-sale of such properties would best allow the City to recover its costs associated with maintaining trust properties within the City of Levelland, and would benefit the community as a whole, to include the County;

Whereas, the County and City agree that there is a minimum bid of \$50.00 plus any deed and recording fees, for any trust property sold within the city's jurisdictional boundaries.

Whereas, the County retains its right of consent of all re-sales within the jurisdictional boundaries of the City of Levelland.

#### 2. AGREEMENT

**NOW, THEREFORE**, for and in consideration of the recitals, agreements and covenants set forth herein, the parties hereby agree that the City of Levelland shall receive all of the County's proceeds from a resale of trust property within the City of Levelland and its jurisdictional boundaries during the City's capacity as trustee for the benefit of the County from tax foreclosure to re-sale.

The County and the City agree that there is a minimum bid requirement of at least \$50.00 for the bid plus any additional deed and recording fees, for any trust property sold within the City's jurisdictional boundaries.

The County does not accept any responsibility or liability for the demolition, clean-up or disposal of any structure on said Trust Property.

The County retains its right of consent of all re-sales within the jurisdictional boundaries of the City.

This agreement constitutes the entire agreement of the parties and supersedes all prior agreements or understandings, whether written or oral, with regards to the resale of trust property between the City and the County.

#### 3. TERMINATION

Either the County or the City may terminate this Agreement at its sole discretion with 30 days written notice to the other party.

#### 4. NOTICES

Any notice authorized or required to be given under this Agreement shall be delivered or sent to the following addresses:

Hockley County 802 Houston St, #101 Levelland, TX 79336 City of Levelland PO Box 1010 Levelland, TX 79336

#### 5. GOVERNING LAW

This Agreement shall be governed in all respects in accordance with the laws of the State of Texas, and shall be enforceable in Hockley County, Texas.

#### 6. COUNTERPARTS

This Agreement is being executed in multiple counterparts, each of which shall constitute an original of which together shall constitute but one and the same instruments.

#### SIGNED AND APPROVED as of the date shown above.

### **Hockley County**

BY:

Hockley County Judge

ATTEST:

Date <u>2-3-2020</u>

BY:

City of Levelland

ATTEST City Secretary

Date 2/25/2020

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This letter of approval is given by Hockley County ("County") to the City of Levelland ("City").

WHEREIN, both the County and the City are co-owners of Trust Property within the jurisdictional boundaries of the City.

BY THIS LETTER, the County gives its approval to the City to demolish and clear any structure on Trust property within the city boundaries, deemed by the City to be dilapidated, substandard, or unfit for human habitation and is a hazard to the public health, safety and welfare;; and

THAT the County does not accept any responsibility or liability for the demolition, clean-up, or disposal of any structure on Trust property;

THAT the demolition will take place only after the Redemption Period for the property has elapsed;

THIS approval for demolition is strictly specific to Trust Property within the City; and

THIS approval letter shall stand in perpetuity until or unless otherwise rescinded by the County at the County's discretion with a 30-day written notice to the City.

Signed and approved this, the 3nd day of Followith, 2018.

THE TOUR COUNTY

ATTEST

Motion by Commissioner Carter, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the Interlocal Agreement with the City of Sundown. As per Interlocal Agreement for Street Maintenance between City Of Sundown, Texas and Hockley County, Texas recorded below.

#### STATE OF TEXAS

#### **COUNTY OF HOCKLEY**

# INTERLOCAL AGREEMENT FOR STREET MAINTENANCE BETWEEN CITY OF SUNDOWN, TEXAS AND HOCKLEY COUNTY, TEXAS

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code, as amended: and Section 251.012 of the Texas Transportation Code: and

WHEREAS, the governing bodies of the above named Government Units find that the undertaking is necessary for the benefit of the public and that each party has the legal authority to provide the governmental function or service which is the subject matter of this Contract and Government Units find that the performance of this Contract is in the common interest of both parties; and

WHEREAS, the governing bodies of the above named Government Units, both being political subdivisions of the State of Texas, desire to enter into an agreement whereby Hockley County, Texas will provide to SUNDOWN, Texas Street Maintenance.

FOR AND IN CONSIDERATION of the mutual undertaking hereinafter set forth and for adequate consideration given, the above named Government Units agree as follows:

#### I. TERM

This agreement shall become effective upon the date of execution by the last party signing the Agreement and shall continue in full force and effect for one year.

#### II. TERMINATION

It is further agreed by and between the parties hereto that either party shall have the right to terminate this Agreement for any reason without penalty upon sixty (60) days written notice to the other party of such intention to terminate.

## III. PAYMENT FOR SERVICES

Payment shall be made by SUNDOWN to Hockley County, Texas.

## IV. RESPONSIBILITIES OF HOCKLEY COUNTY

Hockley County will provide construction, improvements, maintenance or repair of SUNDOWN City streets that are an integral part of the County road system and to accomplish a County purpose. The streets maintained by Hockley County are for County business.

#### V. HOLD HARMLESS

SUNDOWN will hold Hockley County Harmless for any damages, lawsuits, attorney's fees, claims as a result of providing the Street Maintenance service. SUNDOWN will reimburse Hockley County for all expense in defending itself. SUNDOWN will provide a liability insurance policy to cover all damages, expenses, claims and attorney's fees.

#### VI. IMMUNITY

It is expressly understood and agreed that, in the execution of this Contract, neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

#### VII. RESOLUTION

This Agreement shall be executed by the duly authorized official(s) of each party.

#### VIII. ENTIRE AGREEMENT

This Contract embodies the entire agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.

#### IX. VENUE

The parties to this Agreement agree and covenant that this Agreement will be enforceable in Hockley County, Texas and that if legal action is necessary to enforce this Agreement exclusive venue will lie in Hockley County, Texas.

#### X. REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without first obtaining consent of the parties in writing. Forbearance or indulgence by

either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

#### XI. **SEVERABILITY**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

#### XII. APPLICABLE LAW

This agreement is entered into subject to the laws of the State of Texas.

IN WITNESS WHEREOF, the parties e of	nter into this Contract on the <u>310</u> day
County of Hockley, Texas	City of Sundown, Texas
Maria Baldridge, County Judge	Judia Smilled, Mayor
Attest:	
Jennifer Palermo, County Clerk July SSIONER'S	yor Saza Daky, Secretary,
The Children of the Control of the C	SUNDA

Motion by Commissioner Carter, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the Hockley County Vehicle Usage policy. As per Hockley County Vehicle Usage recorded below.

#### HOCKLEY COUNTY VEHICLE USAGE

#### Policy Overview

The Hockley County vehicle policy gives employees guidelines for obtaining, qualifying for, and using a county vehicle. This policy applies to all employees who use a county vehicle, and applies during and outside of working hours. Employees may only use the vehicle they are authorized to use.

#### Guidelines for use of a County Vehicle

Employees who operate county vehicles must maintain a current active license for the operation of the vehicle. If you have any change in status of your license you must immediately notify your supervisor. Any employee whose job involves operation of a vehicle requiring a license for its legal operation shall be subject to possible job change, demotion or termination if that license is suspended or revoked.

All pickup trucks used by precinct employees shall be considered non-personal use vehicles in accordance with the IRS rules and regulations listed under "Working Condition Benefits". These vehicles are to be used minimally for personal purposes.

Texas law states that all passengers must properly wear safety belts, regardless of where they are seated in the vehicle. Hockley County employees are required to use safety belts while operating or riding in any motor vehicle. On County business or personal time, employees must be buckled up at all times in a passenger or commercial vehicle. Employees are strongly encouraged to require all occupants in any vehicle to obey this policy and to wear safety belts. Employees also are reminded that state law requires children younger than eight (8) years of age be secured in an age-appropriate child safety seat unless they are at least four (4) feet — nine inches tall. Failure to follow County policy and properly wear safety belts on or off the job may result in written warnings, suspension, demotion or termination. [Law Enforcement employees are exempt from this portion of the policy.]

Any employee involved in an accident while operating County equipment or vehicles shall immediately report the accident to his or her supervisor, the County Auditor and to proper law enforcement or other authority. The Auditor will contact the insurance provider. Do not guarantee payment or accept responsibility for any accident without authorization from the County Auditor or County Judge. A copy of all accident and incident reports prepared by the employee shall be sent to the supervisor and the County Auditor.

#### Rules for County vehicle use

- Obey traffic laws in your jurisdiction and be courteous toward other drivers.
- Document vehicle expenses and submit to the Auditor's Office.
- Monitor gas, tire pressure and all fluid levels.
- Report any damage or problems to your assigned vehicle immediately.
- Always lock county vehicles.
- Do not drive while intoxicated, fatigued, or on medication that affects your driving ability.
- Do not smoke, vape or dip in any county vehicle.

- Do not lease, sell or lend a county vehicle.
- Do not use a phone or text while driving.
- Do not allow unauthorized drivers to use a county vehicle unless required by emergency.
- When an accident occurs on the job, depending on the circumstances and the perceived severity of the injury or damage to HOCKLEY County or equipment, employees may be required to submit to mandatory drug testing as a condition of retaining employment. Refusal to submit to drug testing following an accident may result in disciplinary action up to and including termination.

## Guidelines for use of the "Courthouse" vehicle

To be eligible for the use of the "Courthouse" vehicle, employees must reserve and complete a "Vehicle Reservation" form. To reserve the vehicle, contact the County Auditor's office. The "Vehicle Reservation" form must be completed and submitted within twenty-four (24) hours of any verbal notification.

If your event has been cancelled or you cannot attend the event, notify the Auditor's Office as soon as possible of the change. This will allow others the opportunity to use the vehicle. Rules for "Courthouse" vehicle

- All of the above rules also apply to this section.
- The vehicle should be returned to the Courthouse as soon as possible at the conclusion of your event.
- The vehicle should be returned with a full tank of gas.
- Remove all personal items and trash from the vehicle before returning the key.
- Property in the vehicle such as jack, spare tire or tools shall remain in the vehicle. If property is removed, the cost to replace said property will be deducted from the department's budget the employee works for.
- Any damage to the vehicle should be reported to the Auditor immediately.

## Hockley County responsibilities

- Ensuring vehicles are safe before assigning them.
- Scheduling regular maintenance.
- Providing vehicle insurance.
- Retiring and replacing vehicles as needed.

## Hockley County is not responsible for:

- Paying fines employees receive while driving a county vehicle.
- Making bail for employees who are arrested while driving a county vehicle.

Department

Ву:	

Motion by Commissioner Thrash, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners Court approved Ad Valorem tax refunds in the amount of

Five hundred and three dollars and ninety five cents (\$503.95) to Martinez and Manessa Mercado

approved Ad valorem tax refund in the amount of Four thousand one hundred ninety eight dollars and sixty eight cents (\$4198.68) to Wells fargo

approved Ad Valorem tax refund in the amount of Seven thousand three hundred thirty two dollars and thirty nine cents (\$7332.39) to Corelogic

approved ad valorem tax refund in the amount of seven hundred seven dollars and fifty two cents (\$707.52) to Corelogic

approved ad valorem tax refubd in the amount of Five thousand two hundred seventy one dollars and eighty eight cents (\$5271.88) to Corelogic

approved ad valorem tax refund in the amount of One thousand two hundred thirty nine dollars and sixty eight cents to Corelogic

approved ad valorem tax refund in the amount of Six hundred thirty seven dollars and eleven cents (\$637.11) to Teddy Paul and Jennifer Ruth Vargas

approved ad valorem tax refund in the amount of Nine hundred sixty nine dollars and sixty seven cents (\$969.67) to Curtis Thrash farms

approved ad valorem tax refunds in the amount of Four thousand eight hundred sixty three dollars and ninety six cents (\$4863.96) to Anna Ricker

approved ad valorem tax refund in the amount of Two thousand five hundred forty six dollars and sixty five cents (\$2546.65) to Basic Energy Services

approved ad valorem tax refund in the amount of One thousand two hundred forty nine dollars and six cents (\$1249.06) to Jake Myatt

approved ad valorem tax refund in the amount of Five hundred eighty eight dollars and fifty cents (\$588.50) to Veretto Carylon Estate Trust

approved ad valorem tax refund in the amount of Seven hundred sixty one dollars and forty seven cents (\$761.47) to Carylon Veretto

approved ad valorem tax refund in the amount of Seven hundred ninety five dollars and ninety nine cents (\$795.99) to Carylon Veretto

approved ad valorem tax refund in the amount of Eight hundred twenty two dollars and ninety eight cents (\$822.98) to Veretto Carylon L

approved ad valorem tax refund in the amount of Eight hundred sixty one dollars and ninety one cents (\$861.91) to Carylon Veretto

approved ad valorem tax refund in the amount of Nine hundred sixteen dollars and seventy eight cents (\$916.78) to Carylon Veretto

approved ad valorem tax refund in the amount of Eight hundred eighty seven dollars and seventy nine cents (\$887.79) to Veretto Carylon

approved ad valorem tax refund in the amount of Eight hundred eighty eight dollars (\$888.00) to Veretto Carylon L

approved ad valorem tax refund in the amount of Seven hundred sixty seven dollars and thirty three cents (\$767.33) to HCAC

approved ad valorem tax refund in the amount of One thousand nine hundred forty nine dollars and eleven cents (\$1949.11) to Hockley County Abstract

approved ad valorem tax refund in the amount of Two thousand nine hundred twenty six dollars and four cents (\$2926.04) to HCAC

approved ad valorem tax refund in the amount of One thousand seventeen dollars and eight cents (\$1017.08) to Smith Dora Yvonne

approved ad valorem tax refund in the amount of Six Hundred thirty dollars and seventy nine cents (\$630.79) to BJ & Jennifer Reynolds

approved ad valorem tax refund in the amount of Six hundred twelve dollars and seventy seven cents (\$612.77) to Reynolds BJ & Jennifer

approved ad valorem tax refund in the amount of One thousand four hundred seventy one dollars and thirteen cents (\$1471.13) to Hub City Title LLC

approved ad valorem tax refund in the amount of Six hundred fifty dollars and thirteen cents (\$650.13) to Gattis Paul Andrew & Kaylee Jomae

approved ad valorem tax refund in the amount of One thousand ninety eight dollars and thirty three cents (\$1098.33) to Altman Clark

approved ad valorem tax refund in the amount of Seven hundred eighty six dollars and eighty one cents (\$786.81) to Hernandez Francisco P Jr

approved ad valorem tax refund in the amount of Eight hundred nine dollars and forty six cents (\$809.46) to Francisco Hernandez Jr

approved ad valorem tax refund in the amount of Five hundred twenty three dollars and fifty nine cents (\$523.59) to Vanessa Mercado

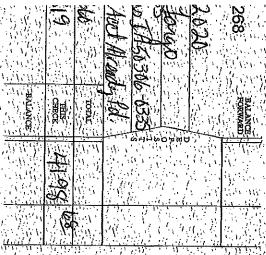
approved ad valorem tax refund in the amount of Six hundred seventeen dollars and eighty six cents (\$617.86) to Jesse & Blanco Reyes

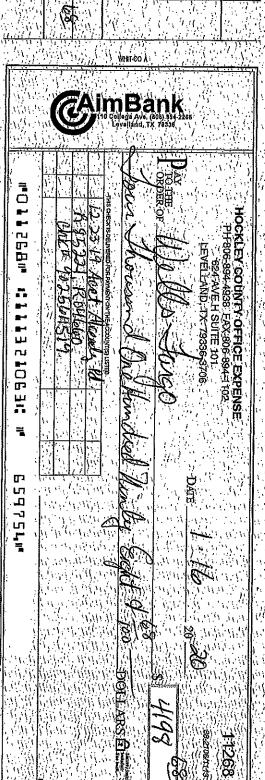
approved ad valorem tax refund in the amount of Six hundred eight dollars and twenty six cents (\$608.26) to Jesse & Blanco Reyes

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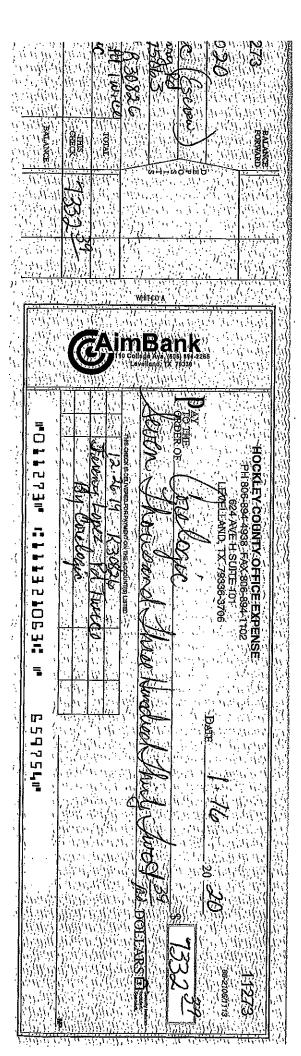
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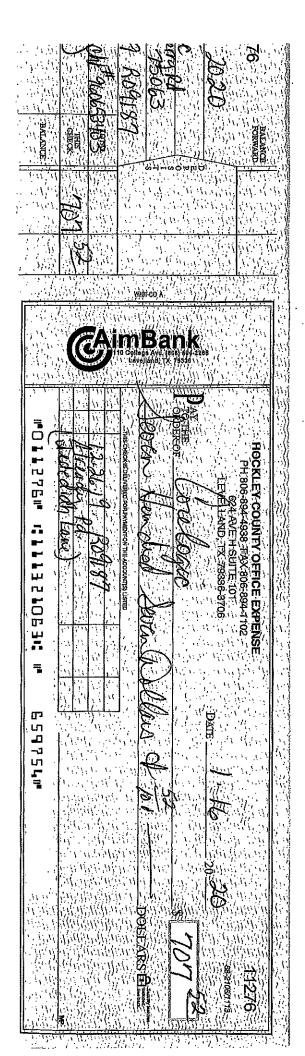
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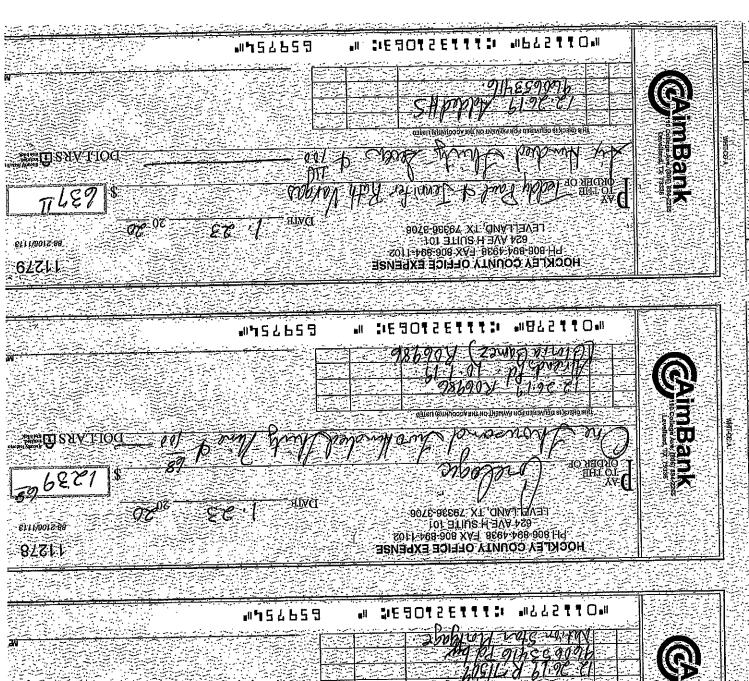
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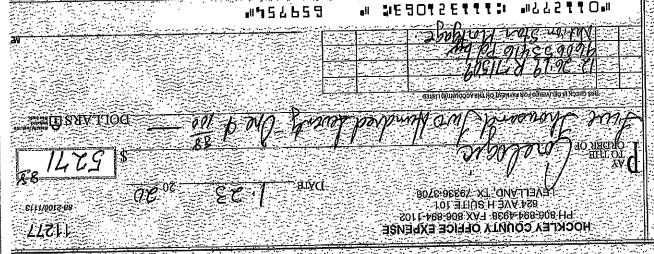
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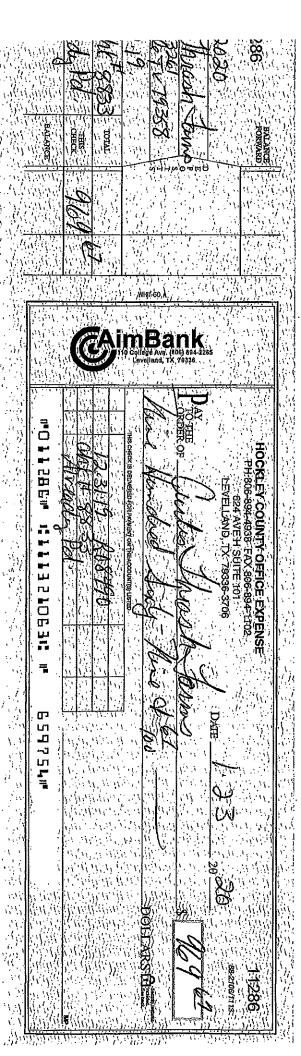
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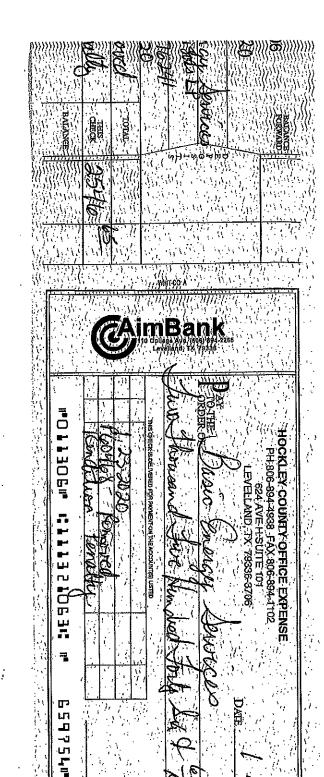


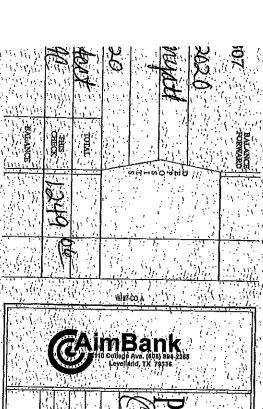




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**HOCKLEY COUNTY** 

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\*\*SEE ADDITIONAL COMMENTS\*\* 2019049624

\*REFUND DUE TO AN ASSESSMENT CORRECTION\*

**HOCKLEY COUNTY** 

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HOCKLEY COUNTY
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**HOCKLEY COUNTY** 

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**HOCKLEY COUNTY** 

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HOCKLEY COUNTY TAX ASSESSOR COLLECTOR 624 AVENUE H SUITE 101

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BJ & JENNIFER REYNOLDS 897 N US HWY 385

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REFUND POSTING CLERK-DB

018536**18536** 

HUB CITY TITLE, LLC 01/22/2020
SSM REF R33454 2019026609
50 REF R33454 2019026609
60 REF R33454 2019026609
\*\* REFUND DUE TO AN OVERPAYMENT 2019026609

\$1,471.13 724.28 425.62 316.16

**HOCKLEY COUNTY** 

AIMBANK

18533

: 01853388 2106/1113

MICHECK ARMOR

HOCKLEY COUNTY TAX ASSESSOR COLLECTOR

624 AVENUE H SUITE 101 LEVELLAND, TX 79336 (806)-894-4938

PAY TO THE ORDER OF

01/22/2020

\$650:13

\*\*\*\*\*\*\*650

1.3

DOLLARS

GATTIS PAUL ANDREW & KALEE JOMAE P O BOX 813

SUNDOWN, TX 79372-0813

MEMO

AUTHORIZED SIGNATURE

659746#

**HOCKLEY COUNTY** 

REFUND POSTING CLERK-DB

0185338533

01/22/2020

GATTIS PAUL ANDREW & KALEE JOMAE CSD REF R17500 SSD REF R17500 01 REF R17500 50 REF R17500 60 REF R17500 \*\* REFUND DUE TO AN OVERPAYMENT 1 2019017443 2019017443 2019017443 2019017443 2019017443 2019017443 \$650.13 239.98 91.10 181.82 135.06

**HOCKLEY COUNTY** 

18527 AIMBANK 01852788-2108/1113 **HOCKLEY COUNTY** TAX ASSESSOR COLLECTOR WCHECK WINDS 624 AVENUE H SUITE 101 LEVELLAND, TX 79336 (806)-894-4938 01/22/2020 \$1,098.33 PAY TO THE ORDER OF \*\*\*\*\*1,098 33 DOLLARS ALTMAN CLARK PO BOX 515 SMYER, TX 79367-0515 MEMO 0 AUTHORIZED SIGNATURE #D18527# #111321063# # 6597**4**6@

HOCKLEY COUNTY
REFUND POSTING CLERK-DB

018527

ALTMAN CLARK 01/22/2020 \$1,098.33
CSM REF R05918 HCAD
SSM REF R05918 HCAD 791.53
01 REF R05918 HCAD 160.08
50 REF R05918 HCAD 118.71
60 REF R05918 HCAD 2018060503
\*REFUND DUE TO AN ASSESSMENT CORRECTION\*

**HOCKLEY COUNTY** 

18507 AIMBANK 018507882106/1113 HOCKLEY COUNTY TAX ASSESSOR COLLECTOR MCHECK ARMOR 624 AVENUE H SUITE 101 LEVELLAND, TX 79336 (806)-894-4938 \$786.81 01/22/2020 PAY TO THE ORDER OF \$ \*\*\*\*\*\*\*786 81: **DOLLARS** HERNANDEZ FRANCISCO P JR PO BOX 892 SUNDOWN, TX 79372 MEMO **①**. AUTHORIZED SIGNATURE 559746m

HOCKLEY COUNTY REFUND POSTING CLERK-DB 0185078507

HERNANDEZ FRANCISCO P JR 01/22/2020 \$786.81

CSD REF R12953 307 138.53

SSD REF R12953 307 464.30

1 REF R12953 307 104.88

50 REF R12953 307 77.74

60 REF R12953 307 1.36

PRIOR YEAR REFUND 2017060475
\*REFUND DUE TO AN ASSESSMENT CORRECTION\*

**HOCKLEY COUNTY** 

18519 AIMBANK 01851988-2106/1113 HOCKLEY COUNTY **CHECK ARMOR** TAX ASSESSOR COLLECTOR 624 AVENUE H SUITE 101 LEVELLAND, TX 79336 (806)-894-4938 \$809.46 01/22/2020 PAY TO THE ORDER OF \$ \*\*\*\*\*\*\*809... 46 DOLLARS' FRANCISCO HERNANDEZ JR PO BOX 892 SUNDOWN, TX 79372-0892 MEMO AUTHORIZED SIGNATURE WO 18519W # 111331063# 65月746時

HOCKLEY COUNTY
REFUND POSTING CLERK-DB

<sub>01851</sub>**38519** 

FRANCISCO HERNANDEZ JR 01/22/2020
CSD REF R12953 307
SSD REF R12953 307
01 REF R12953 307
50 REF R12953 307
60 REF R12953 307
PRIOR YEAR REFUND 2018060483
\*REFUND DUE TO AN ASSESSMENT CORRECTION\*

18519

\$809.46 146.47 472.10 108.82 80.71 1.36

HOCKLEY COUNTY

18513 AMBANK 01851388-2106/1113 **HOCKLEY COUNTY** TAX ASSESSOR COLLECTOR GCHECK ARMSE 624 AVENUE H SUITE 101 LEVELLAND, TX 79336 (806)-894-4938 \$523.59 01/22/2020 PAY TO THE ORDER OF \*\*\*\*\*\*523 59 DOLLARS

VANESSA MERCADO 328 WALNUT ST

LEVELLAND, TX 79336

MEMO

AUTHORIZED SIGNATURE

#O.185 k3# \*: 11 13 21063: 659746

**HOCKLEY COUNTY** REFUND POSTING CLERK-TB

 VANESSA MERCADO
 01/22/2020

 01 REF R14368
 2018060460

 30 REF R14368
 2018060460

 50 REF R14368
 2018060460

 60 REF R14368
 2018060460

 PRIOR YEAR REFUND
 2018060460

 \*REFUND DUE TO AN ASSESSMENT CORRECTION\*

**HOCKLEY COUNTY** 

18513

18522 AIMBANK 01852288-2106/1113 **HOCKLEY COUNTY** ACHECK ARMOR TAX ASSESSOR COLLECTOR 624 AVENUE H SUITE 101 LEVELLAND, TX 79336 (806)-894-4938 01/22/2020 \$617.86 PAY TO THE ORDER OF \$ \*\*\*\*\*\*617 86 DOLLARS JESSE & BLANCA REYES 101 SAN JACINTO DR LEVELLAND, TX 79336 MEMO AUTHORIZED SIGNATURE #018522# \$111321083# 6597460

#OCKLEY COUNTY
REFUND POSTING CLERK-DB

JESSE & BLANCA REYES
01/22/2020
\$617.86
01 REF R12424
307
30 REF R12424
307
50 REF R12424
307
60 REF R12424
907
PRIOR YEAR REFUND
2018060486
\*REFUND DUE TO AN ASSESSMENT CORRECTION\*

**HOCKLEY COUNTY** 

18508 AIMBANK 01850.888-2106/1113 HOCKLEY COUNTY TAX ASSESSOR COLLECTOR CHECK ARMOR 624 AVENUE H SUITE 101 LEVELLAND, TX 79336 (806)-894-4938 \$608.26 01/22/2020 PAY TO THE ORDER OF \*\*\*\*\*\*\*608 26 DOLLARS JESSE & BLANCA REYES 101 SAN JACINTO DR LEVELLAND, TX 79336 MEMO 0 AUTHORIZED SIGNATURE 地口是650年時,這個數學是1951年 659746 01850**38508 HOCKLEY COUNTY** REFUND POSTING CLERK-DB JESSE & BLANCA REYES 0
01 REF R12424 307
30 REF R12424 307
50 REF R12424 307
60 REF R12424 307
PRIOR YEAR REFUND 2017060476
\*REFUND DUE TO AN ASSESSMENT CORRECTION\* \$608.26 148.94 347.00 01/22/2020

**HOCKLEY COUNTY** 

Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the trade-in of a 2015 CAT 140M3 Motor Grader and the purchase of a 2019 Caterpillar 140M3 Motor Grader through the Buy Board for use in Precinct 1. As per Warren Cat Quote recorded below.



Quote 222793-02

January 21, 2020

HOCKLEY COUNTY 1 BOARD OF COUNTY COMMISSIONERS 802 HOUSTON ST STE 103 LEVELLAND Texas 79336-3706

Attention: CURTIS THRASH

Dear CURTIS THRASH,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New CATERPILLAR Model: 140M3 with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: C98258

SERIAL NUMBER:0N9D01574

**YEAR:2019** 

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Brian Hutcheson Machine Sales Representative Warren Quote 222793-02

## **MACHINE SPECIFICATIONS**

## Description

140M3 MOTOR GRADER CHROME MOLDBOARD, 14' PLUS

**COLD WEATHER PACKAGE** 

LINES, STANDARD W/O ACCUMULATOR

PRECLEANER, SY-KLONE

BASE + 2 (FL,RIP)

STARTER, ELECTRIC, HEAVY DUTY

HEADLIGHTS, FRONT, LOW, HALOGEN

LIGHTS, ARM, FOLD DOWN

CAB, PLUS (STANDARD GLASS)

CAB, PLUS (INTERIOR)

SEAT BELT

PRODUCT LINK, SATELLITE PLE631

GUARD GP, HITCH

COOLANT, 50/50, -35C (-31F)

LANGUAGE, ENGLISH

DECALS, ENGLISH (U.S.)

LIGHT, LED WARNING STROBE

MOUNTING, WARNING LIGHT

CAMERA, REAR VISION

MIRRORS, OUTSIDE MOUNTED

**GUARD, TRANSMISSION** 

HEATER, ENGINE COOLANT, 120V

CONTROL, AUTO ARTICULATION-DEMO

DRAIN, HIGH SPEED, ENGINE OIL

TANK, FUEL, STANDARD

FUEL ANTIFREEZE, -25C (-13F)

JOYSTICK CONTROLS, BASIC

LIGHTS, ROADING, HALOGEN

HITCH, TOWING

FAN, REVERSING

TIRES,14.0X24 BIAS PLY \* MP

LIGHTS, WORKING, PLUS, HALOGEN

BUYBOARD Sell Price	\$279,750.00
Trade Allowance (CAT 2015 140M3 S/N: N9D00328)	(\$173,500.00)
Trade Difference	\$106,250.00
Guaranteed Minimum Repurchase (5 Years or 5000 Hours)	(\$140,000.00)
Total Cost	(\$33,750.00)

## WARRANTY

Extended Warranty:

Warren CAT Tier IV Governmental 5 YEAR or 5000 HOUR (whichever comes first) Full Machine Warranty Including Travel Time and Mileage for warratable repairs.

Accepted by CUITES 7HOASH

Page 3 of 3

Motion by Commissioner Thrash, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the final Plat for Phase I of the Kubie Estates Subdivision in Precinct 1. As per Plat recorded below.

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 day of February, A. D. 2020, was examined by me and approved.

Commissioner, Precinct No. 1

Commissioner, Precinct No. 3

Commissioner, Precinct No. 2

Commissioner, Precinet No.

County Judge

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

