


<b>HOCKLEY COUNTY</b> Jennifer Palermo Hockley County Clerk 802 Houston St. Suite 213 Levelland, TX 79336 Phone: 806-894-3185	<b>DOCUMENT #:</b> CM-2020-0072 <b>RECORDED DATE:</b> 11/30/2020 01:11:40 PM 
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<b>OFFICIAL RECORDING COVER PAGE</b>		Page 1 of 125
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<b>RETURN TO:</b> () HOCKLEY COUNTY COMMISSIONERS COURT 802 HOUSTON STREET LEVELLAND, TX 79336	<b>SUBMITTED BY:</b> HOCKLEY COUNTY COMMISSIONERS COURT 802 HOUSTON STREET LEVELLAND, TX 79336
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DOCUMENT # : CM-2020-0072  
RECORDED DATE: 11/30/2020 01:11:40 PM

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**  
Hockley County Clerk

# **PLEASE DO NOT DETACH**

**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

**NOTE: If document data differs from cover sheet, document data always controls.**  
**\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.**

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

**AUG 27 2020 NOTICE OF MEETING OF THE COMMISSIONERS' COURT OF  
HOCKLEY COUNTY, TEXAS**

*Jennifer Pickens*  
County Clerk, Hockley County, Texas

Notice is hereby given that a Regular Meeting of the above named Commissioners' Court will be held on the 31<sup>st</sup> day of August, 2020 at 9:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

1. Read for approval the minutes of the Regular Meeting held on August 24, 2020 at 9:00 a.m.
2. Read for approval all monthly bills and claims submitted to the Court and dated through August 31, 2020.
- ✓ 3. Consider and take necessary action to approve the Annual Public Notice for Indigent Health Care for 2021.
4. Consider and take necessary action to approve the 2020 1<sup>st</sup> and 2<sup>nd</sup> quarter reports of the Hockley County Treasurer.
- ✓ 5. Consider and take necessary action to approve the 2021 Safety Incentive Program for Hockley County full time employees.
- ✓ 6. Consider and take necessary action to approve the 2021 Sheriffs' and Constables' Fees report.
- ✓ 7. Consider and take necessary action to approve the Official Bond and Oath of Tammy Darlene Castro, Deputy Clerk, Hockley County Tax Office.
- ✓ 8. Consider and take necessary action to approve and adopt the issuance of Hockley County, Texas Request for Qualifications No. 2020-001 for a Certified Public Accountant, Certified Fraud Examiner or auditing firm to prepare a forensic audit.
- ✓ 9. Consider and take necessary action to approve the 2021 Hockley County VINE Service Agreement for the VINE (Victim Information & Notification Everyday) Program.
- ✓ 10. Consider and take necessary action to approve the FY 2021 Statewide Automated Victim Notification Service (SAVNS) Grant Contract.
- ✓ 11. Consider and take necessary action to review and approve the 2020 Joint Election Agreement and the Election Services Contract between Hockley County and Whitharral ISD; Hockley County, City of Levelland and South Plains College; Hockley County and City of Ropesville; and Hockley County and Smyer ISD.
- ✓ 12. Consider and approve the Presiding and Alternate Judges for the 2020-2021 year for Elections.

- ✓ 13. Consider and take necessary action to advertise for bids per belly dump truck load for hauling 5,500 yards of caliche from the pit in Precinct 3 to Iowa Road in Precinct 4 for 1.5 miles East from US Hwy. 385, with a minimum of 4 trucks hauling.
- ✓ 14 Consider and take necessary action to advertise for bids per belly dump truck load for hauling 5,500 yards of caliche from the pit in Precinct 3 to North Barton Lane in Precinct 4 for 1.5 miles North of FM 1294, with a minimum of 4 trucks hauling.

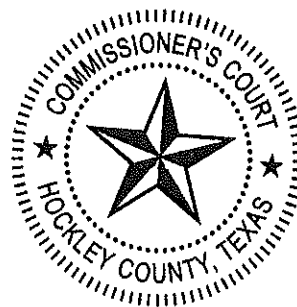
**COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS.**

BY: Sharla Baldrige  
Sharla Baldrige, Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 27<sup>th</sup> day of August, 2020, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 27<sup>th</sup> day of August, 2020.

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



THE STATE OF TEXAS  
COUNTY OF HOCKLEY

IN THE COMMISSIONER'S COURT  
OF HOCKEY COUNTY, TEXAS

REGULAR MEETING

AUGUST 31, 2020

Be it remembered that on this the 3<sup>1st</sup> day of August 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	Absent	County Judge
Curtis D. Thrash		Commissioner Precinct No. 1
Larry Carter		Commissioner Precinct No. 2
J.L. "Whitey" Barnett		Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger		Commissioner Precinct No. 4

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

Motion by Commissioner Barnett, second by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that the Minutes of a Regular meeting of the Commissioner's Court, held on August 24, 2020, A.D. be approved and stand as read.

Motion by Commissioner Clevenger, second by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that all monthly claims and bills submitted to the court and dated through August 31st, 2020, A.D. be approved and stand as read.

Motion by Commissioner Thrash, second by Commissioner Clevenger, 4 votes yes, 0 votes No, that Commissioners Court approved the Annual Public Notice for Indigent Healthcare for 2021. As per Notice to public recorded below.

THE STATE OF TEXAS  
COUNTY OF HOCKLEY

IN THE COMMISSIONERS' COURT  
OF HOCKLEY COUNTY, TEXAS

NOTICE TO PUBLIC

Hockley County will use the following rules and procedures to comply with its responsibility under the Indigent Health Care and Treatment Act.

Applications can be requested in the basement of the County Library Building, at 811-B Austin Street, in Levelland, Hockley County, Texas. Assistance in completing the application will be provided if needed. Contact the Hockley County Indigent Health Care and Public Assistance Office, 894-4264.

Hockley County will use rules and procedures found in the County Indigent Health Care Program Handbook published by the Texas Department of Health. The handbook is available on line at <https://hhs.texas.gov/laws-regulations/handbooks/cihcp/county-indigent-health-care-program-handbook>.

1. Application forms must be COMPLETELY filled out.
2. Verification of income, termination of income, residence, household composition, and resources is required.
3. Net income cannot exceed limits as determined by the Texas Department of Health & Human Services.
4. Value of countable resources cannot exceed limits as determined by the Texas Department of Health & Human Services.
5. Eligible persons must be a resident of Hockley County.
6. Applicant must provide all information and documentation requested, or application will be denied.
7. Applicants have the right to appeal adverse decisions.

**CAUTION:** Presenting false information or securing medical benefits wrongfully may subject applicant to criminal and civil penalties. Eligible applicants must report any change in income, resources, household composition, address, and other circumstances affecting eligibility within 14 days to prevent the filing of criminal or civil charges against them.

The effective date of the above rules and procedures is September 1, 2020.

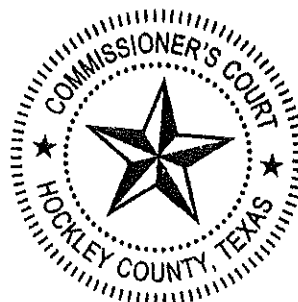
Given under my hand and seal of said Court, this 31 day of August, AD, 2020.

*Sharla Baldrige*

Judge Sharla Baldrige, Hockley County, Texas

ATTEST:

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



Motion by Commissioner Thrash, second by Commissioner Clevenger, 4 votes yes, 0 votes No, that Commissioners Court approved the 2020 1<sup>st</sup> and 2<sup>nd</sup> quarter reports of Hockley County Treasurer. As per Quarter reports recorded below.

# TREASURER'S 1st. Qtr. 2020 FINANCIAL REPORT

## THE STATE OF TEXAS COUNTY OF HOCKLEY AFFIDAVIT

The Treasurer's Quarterly Report includes, but is not limited to, money received and disbursed; debts due to (if known) and owed By the county; and all other proceedings in the treasurer's office that pertain to the Financial Standing of Hockley County. {LGC 114.026(a)(b)}

The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled; any adjustments Have been noted.

The affidavit must state the amount of the cash and other assets that are in the custody of the county treasurer at the time of The examination. {LGC 114.026 (d)} **\$25,637,267.84 Quarter's Ending Balance**

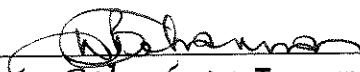
Any interest earned that is posted by financial institutions to our accounts on the last business day of the month is included In the combined statement of receipts and disbursements. **\$103,986.34 Quarter's Interest Earned**

The Treasurer's Quarterly Report has been submitted and the Bank Reconciliation is pending review by Auditor. {LGC 114.026(b)}

All investments are in compliance with both the Public Funds Investment Act and the Hockley County Investment Policy. The investment strategy is passive, which maintains a liquid cash flow and safety of the investment as priority. {LGC 2256.023}

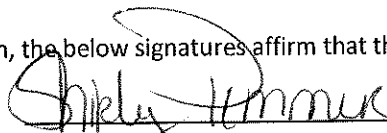
Therefore, Denise Bohannon, County Treasurer of Hockley County, Texas, who being fully sworn, upon oath says that the within And foregoing report is true and correct to the best of her knowledge.

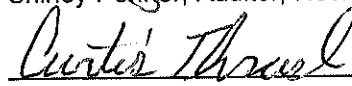
Filed with accompanying vouchers this the 31<sup>st</sup> day of Aug., 2020.

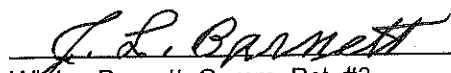
  
\_\_\_\_\_  
Denise Bohannon, Treasurer, Hockley County

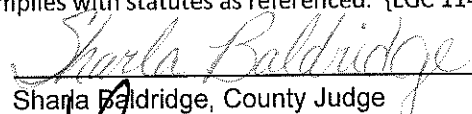
Commissioners' Court having reviewed the Treasurer's Report as presented, having taken reasonable steps to ensure its accuracy and based upon presentations of the Treasurer's Office approve the report, subject to the independent auditor's Review and request that it be filed with the official minutes of this meeting. {LGC 114.026(c)}

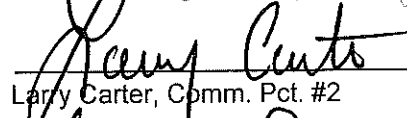
In addition, the below signatures affirm that the Treasurer's Report complies with statutes as referenced. {LGC 114.026(d)}

  
\_\_\_\_\_  
Shirley Penner, Auditor, Hockley County / Date

  
\_\_\_\_\_  
Curtis Thrash, Comm. Pct. #1

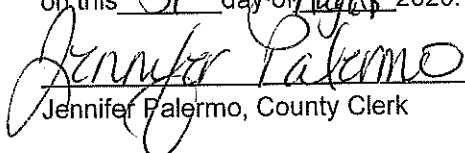
  
\_\_\_\_\_  
Whitey Barnett, Comm. Pct. #3

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

  
\_\_\_\_\_  
Larry Carter, Comm. Pct. #2

  
\_\_\_\_\_  
Tommy Clevenger, Comm. Pct. #4

Sworn to & Subscribed to Before Me, by the County Treasurer, the Auditor & Commissioners Court on this 31 day of August, 2020.

  
\_\_\_\_\_  
Jennifer Palermo, County Clerk



**Treasurer's Financial Report**  
*Prepared by Denise Bohannon, Hockley County Treasurer*

**SECTION 1 – Cash Flow**

**Pages 1-5** Combined Statement of Cash Receipts and Disbursements  
Includes Interest and Bank Service Charge

**Pages 6-9** Bank Collateral  
Pledged Securities the Banks have pledged on behalf of Hockley County

**Page 10** Certificates of Deposit

**SECTION 2 – Investments Long Term**

Per the Public Funds Investment Act and the Hockley County Investment Policies, the Investments Report is required on a Quarterly Basis. However, in an effort to keep the Commissioners' Court informed *available* information is provided on a Monthly basis.

All investments are in compliance with both the Public Funds Investment Act and the Hockley County Investment Policy. The investment strategy is passive, which maintains a liquid cash flow and safety of the investment as priorities. {GC 2256.023}

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Investments – Funds are not immediately available – must wait until maturity

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2020 098 CLEARING FUND				
CASH	.09	4,088,820.30	4,088,820.30	.09
FUND TOTALS	.09	4,088,820.30	4,088,820.30	.09
GRAND TOTALS	18,563,159.18	19,563,204.86	12,489,096.20	25,637,267.84

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2020 083 CA THEFT OF SERVICE				
CASH	6,286.33	308.50	948.77-	5,646.06
FUND TOTALS	6,286.33	308.50	948.77-	5,646.06
2020 084 SHERIFF WORK RELEASE PROGRAM				
CASH	1,993.82	8.60	.00	2,002.42
FUND TOTALS	1,993.82	8.60	.00	2,002.42
2020 085 HOCKLEY CO GRANTS FUND				
CASH	99,698.21	8,198.09	5,096.46-	102,799.84
FUND TOTALS	99,698.21	8,198.09	5,096.46-	102,799.84
2020 086 CORONA/VIRUS RELIEF FUND GRANT				
CASH	.00	.00	.00	.00
FUND TOTALS	.00	.00	.00	.00
2020 087 HC JUVENILE PROBATION FEES				
CASH/AIM	15,437.87	262.04	.00	15,699.91
FUND TOTALS	15,437.87	262.04	.00	15,699.91
2020 088 PAYROLL CLEARING ACCOUNT				
CASH/ASB	3,533.19	962,365.14	962,180.90-	3,717.43
FUND TOTALS	3,533.19	962,365.14	962,180.90-	3,717.43
2020 089 SEIZURE PROCEEDS FUND				
CASH/ASB	39,623.46	5,456.31	5,278.00-	39,801.77
FUND TOTALS	39,623.46	5,456.31	5,278.00-	39,801.77
2020 090 JUVENILE PROBATION FUND				
CASH/AIM	38,920.87	71,330.92	55,057.64-	55,194.15
ACCOUNTS RECEIVABLE	97.75-	.00	.00	97.75-
FUND TOTALS	38,823.12	71,330.92	55,057.64-	55,096.40
2020 091 JUVENILE PROBATION RESTITUTION				
CASH	46,939.46	202.79	.00	47,142.25
FUND TOTALS	46,939.46	202.79	.00	47,142.25
2020 092 HOCKLEY COUNTY COMMUNITY SUPER				
CASH/ASB	88,546.93	93,714.96	108,879.13-	73,382.76
FUND TOTALS	88,546.93	93,714.96	108,879.13-	73,382.76
2020 093 HOCKLEY COUNTY MEDICAL FUND				
CASH/ASB	2,822.19	42.31	.00	2,864.50
FUND TOTALS	2,822.19	42.31	.00	2,864.50
2020 094 COUNTY ATTORNEY RESTITUTION				
CASH/ASB	32,967.77	1,449.54	546.01-	33,871.30
FUND TOTALS	32,967.77	1,449.54	546.01-	33,871.30
2020 095 D A RESTITUTION FUND				
CASH/ASB	3,179.43	22.71	.00	3,202.14
FUND TOTALS	3,179.43	22.71	.00	3,202.14
2020 096 CA/DA PRE-TRIAL DIVERSION FUND				
CASH	119,339.58	2,956.49	5,294.72-	117,001.35
FUND TOTALS	119,339.58	2,956.49	5,294.72-	117,001.35

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2020 054 JUSTICE OF PEACE #4	2,168.25	12,823.80	11,816.70	3,175.35
CASH				
FUND TOTALS	2,168.25	12,823.80	11,816.70	3,175.35
2020 055 JUSTICE OF PEACE #5	13,762.62	62,633.62	61,456.80	14,939.44
CASH				
FUND TOTALS	13,762.62	62,633.62	61,456.80	14,939.44
2020 056 SHERIFF FEE ACCOUNT	1.50	.02	.00	1.52
CASH				
FUND TOTALS	1.50	.02	.00	1.52
2020 057 SO DONATIONS FUND	12,305.56	53.09	.00	12,358.65
CASH/ASB				
FUND TOTALS	12,305.56	53.09	.00	12,358.65
2020 060 I&S FUND: '88 HOSPITAL BOND	1,731.09	108.32	.00	1,839.41
CASH/ASB				
TODA - CD BALANCE	37,728.69	.00	.00	37,728.69
FUND TOTALS	39,459.78	108.32	.00	39,568.10
2020 065 MPEC INTEREST & SINKING FUND	.00	.00	.00	.00
CASH				
BUSINESS ELITE SAVINGS ACCT	70,205.38	1,311.26	.00	71,516.64
TDOA - INVESTMENT BALANCE	.00	.00	.00	.00
FUND TOTALS	70,205.38	1,311.26	.00	71,516.64
2020 070 PERMANENT IMPROVEMENT FUND	1,267,196.20	75,266.54	3,246.00	1,339,216.74
CASH/ASB				
FUND TOTALS	1,267,196.20	75,266.54	3,246.00	1,339,216.74
2020 071 HOCKLEY CO ROAD BOND FUND	22,686.90	97.98	.00	22,784.88
CASH/AIM				
TDOA/ASB	.00	.00	.00	.00
FUND TOTALS	22,686.90	97.98	.00	22,784.88
2020 072 MALLETT OPERATING FUND	590,072.35	49,894.03	210,234.83	429,731.55
CASH/AIM				
FUND TOTALS	590,072.35	49,894.03	210,234.83	429,731.55
2020 079 DA FEDERAL FORFEITED FUNDS	22,696.60	52.90	.00	22,749.50
CASH				
FUND TOTALS	22,696.60	52.90	.00	22,749.50
2020 080 FM & LR FUND	4,803.85	20.71	.00	4,824.56
CASH/AIM				
FUND TOTALS	4,803.85	20.71	.00	4,824.56
2020 081 DA TRUST ACCOUNT	8,855.54	21,027.87	21,027.87	8,855.54
CASH/AIM				
FUND TOTALS	8,855.54	21,027.87	21,027.87	8,855.54
2020 082 DA FORFEITURE FUND	20,915.53	89.93	300.00	20,705.46
CASH				
FUND TOTALS	20,915.53	89.93	300.00	20,705.46

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
ADDIT CASH ON HAND	9,979.93	33,960.62	22,746.33	21,194.22
FUND TOTALS	9,979.93	33,960.62	22,746.33	21,194.22
2020 030 LAW LIBRARY FUND	14,305.39	628.86	1,576.20	13,358.05
CASH/AIM	14,305.39	628.86	1,576.20	13,358.05
FUND TOTALS	14,305.39	628.86	1,576.20	13,358.05
2020 035 LIBRARY FUND	50,080.66	197,418.68	47,714.28	199,785.06
CASH/AIM	50,080.66	197,418.68	47,714.28	199,785.06
FUND TOTALS	50,080.66	197,418.68	47,714.28	199,785.06
2020 039 DISTRICT CLERK PRESERVATION	16,813.52	3,419.99	3,962.50	16,271.01
CASH/AIM	16,813.52	3,419.99	3,962.50	16,271.01
FUND TOTALS	16,813.52	3,419.99	3,962.50	16,271.01
2020 040 COUNTY CLERK PRESERVATION FUND	68,191.19	18,859.54	.00	87,050.73
CASH/AIM	68,191.19	18,859.54	.00	87,050.73
TDOA - CD BALANCE - ASB	.00	.00	.00	.00
FUND TOTALS	68,191.19	18,859.54	.00	87,050.73
2020 041 RECORDS MANAGEMENT OFFICER	24,188.95	1,189.88	684.49	24,694.34
CASH/AIM	24,188.95	1,189.88	684.49	24,694.34
FUND TOTALS	24,188.95	1,189.88	684.49	24,694.34
2020 042 R&B EXTRA FEE ACCOUNT	64,626.57	57,488.82	.00	122,115.39
CASH/ASB	64,626.57	57,488.82	.00	122,115.39
FUND TOTALS	64,626.57	57,488.82	.00	122,115.39
2020 043 COURTHOUSE SECURITY FUND	62,856.00	3,090.61	78.00	65,868.61
CASH/AIM	62,856.00	3,090.61	78.00	65,868.61
FUND TOTALS	62,856.00	3,090.61	78.00	65,868.61
2020 044 JUSTICE COURT TECHNOLOGY FUND	42,646.81	2,702.20	9,612.59	35,736.42
CASH	42,646.81	2,702.20	9,612.59	35,736.42
FUND TOTALS	42,646.81	2,702.20	9,612.59	35,736.42
2020 045 SHERIFF CASH BOND ACCOUNT	76,984.42	5,250.00	1,000.00	81,234.42
CASH	76,984.42	5,250.00	1,000.00	81,234.42
FUND TOTALS	76,984.42	5,250.00	1,000.00	81,234.42
2020 046 COUNTY CLERK CASH BOND ACCT	55,585.02	412.00	100.00	55,897.02
CASH	55,585.02	412.00	100.00	55,897.02
FUND TOTALS	55,585.02	412.00	100.00	55,897.02
2020 047 JP5 CASH BOND ACCOUNT	6,084.71	.00	.00	6,084.71
CASH	6,084.71	.00	.00	6,084.71
FUND TOTALS	6,084.71	.00	.00	6,084.71
2020 048 COUNTY CLERK	22,266.46	77,359.80	72,863.45	26,762.81
CASH	22,266.46	77,359.80	72,863.45	26,762.81
FUND TOTALS	22,266.46	77,359.80	72,863.45	26,762.81
2020 051 JUSTICE OF PEACE #1	9,160.90	35,601.80	32,860.64	11,902.06
CASH	9,160.90	35,601.80	32,860.64	11,902.06
FUND TOTALS	9,160.90	35,601.80	32,860.64	11,902.06
2020 052 JUSTICE OF PEACE #2	2,450.06	5,732.10	6,393.80	1,788.36
CASH	2,450.06	5,732.10	6,393.80	1,788.36

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2020 010 GENERAL FUND	5,081,587.89	241,587.31	2,488,752.99	2,834,422.21
CASH/AIM	.00	.00	.00	.00
AUDIT CASH ON HAND	.00	.00	.00	.00
TDOA/CD/ASB	.00	.00	.00	.00
FUND TOTALS	5,081,587.89	241,587.31	2,488,752.99	2,834,422.21
2020 011 AD VALOREM TAX ACCOUNT	205,702.41	889.23	.00	206,591.64
CASH/AIM	3,090,693.08	10,152,661.67	1,687,835.00	11,555,519.75
CASH/TO AD VAL EXCESS	.00	.00	.00	.00
CASH/BE SAVINGS	4,202,453.46	24,063.72	21.46	4,226,495.72
TDOA - CD/AIM BANK	.00	.00	.00	.00
TDOA - CD/ PLAT	7,498,848.95	10,177,614.62	1,687,856.46	15,988,607.11
FUND TOTALS	1,243,749.94	1,137,568.93	1,206,071.77	1,175,247.10
2020 012 OFFICERS SALARY FUND	1,243,749.94	1,137,568.93	1,206,071.77	1,175,247.10
CASH/AIM	.00	.00	.00	.00
AUDIT CASH ON HAND	.00	.00	.00	.00
FUND TOTALS	1,243,749.94	1,137,568.93	1,206,071.77	1,175,247.10
2020 013 AUTO REGISTRATION FUND	39,301.08	323,417.69	.00	362,718.77
CASH/AIM	39,301.08	323,417.69	.00	362,718.77
FUND TOTALS	39,301.08	323,417.69	.00	362,718.77
2020 014 INDIGENT HEALTH CARE FUND	104,299.41	301,131.58	192,187.25	213,243.74
CASH/AIM	104,299.41	301,131.58	192,187.25	213,243.74
FUND TOTALS	104,299.41	301,131.58	192,187.25	213,243.74
2020 016 HOCKLEY COUNTY: LROSE FUND	27,872.81	2,098.29	.00	29,971.10
CASH/AIM	27,872.81	2,098.29	.00	29,971.10
FUND TOTALS	27,872.81	2,098.29	.00	29,971.10
2020 017 JURY FUND	46,326.33	292,440.43	104,121.38	234,645.38
CASH/AIM	46,326.33	292,440.43	104,121.38	234,645.38
AUDIT CASH ON HAND	.00	.00	.00	.00
FUND TOTALS	46,326.33	292,440.43	104,121.38	234,645.38
2020 021 ROAD & BRIDGE #1	20,863.65	529,555.81	250,913.96	257,778.20
CASH/AIM	75,953.88	.00	75,953.88	75,953.88
CASH/LAFT1 AIM	55,090.23	529,555.81	250,913.96	333,732.08
FUND TOTALS	20,863.65	529,555.81	250,913.96	257,778.20
2020 022 ROAD & BRIDGE #2	251,493.65	151,443.61	226,072.53	176,864.73
CASH/AIM	129,721.64	.00	.00	129,721.64
CASH/LAFT2/AIM	381,215.29	151,443.61	226,072.53	306,586.37
FUND TOTALS	251,493.65	151,443.61	226,072.53	176,864.73
2020 023 ROAD & BRIDGE #3	821,940.69	3,376.02	357,304.61	468,012.10
CASH/ASB	90,508.56	.00	.00	90,508.56
CASH/LAFT3	912,449.25	3,376.02	357,304.61	558,520.66
FUND TOTALS	821,940.69	3,376.02	357,304.61	468,012.10
2020 024 ROAD & BRIDGE #4	3,179.26	501,336.90	236,038.84	262,118.80
CASH/ASB	75,055.16	.00	.00	75,055.16
CASH/LAFT4	71,875.90	501,336.90	236,038.84	337,173.96
FUND TOTALS	3,179.26	501,336.90	236,038.84	262,118.80
2020 025 ROAD & BRIDGE #5	9,979.93	33,960.62	22,746.33	21,194.22
CASH/AIM	9,979.93	33,960.62	22,746.33	21,194.22

# Pledge Inventory Report

AtmBank  
Littlefield, TX  
FROM 1/1/2020 TO 1/31/2020

Customer ID: 33584  
Report Date: 1/28/2020  
PAS Rep: Tracy Kwiatkowski  
Account Rep: Scott Adams

Cusip	Description	Location Code/Name	Maturity/Refunded Dt	Group	Intent	S&P	Moody	Market Price Dt	Maturity (Yr)	Original Face	Par	Book Value
Pledged: HAA1118 - HOCKLEY COUNTY												
3136A72D3	FNA 2012-M9 A2		04/25/2022		AFS			1/24/2020		1,742,000.00		982,599.08
1149485	TIB - The Independent Bankers Bank			CMB	2,482.00	Nr		2.23		965,489.77		973,966.38
3137B3NA2	FHMS K030 A2		04/25/2023		AFS			1/24/2020		2,000,000.00		2,051,021.26
1149502	TIB - The Independent Bankers Bank			CMB	3,250.00	Aaa		3.23		2,000,000.00		2,082,886.36
3137B4GY6	FHMS K032 A2		05/25/2023		HTM			1/24/2020		2,860,000.00		2,938,979.72
1149503	TIB - The Independent Bankers Bank			CMB	3,310.00	Nr		3.32		2,860,000.00		2,993,600.58
3137FBBY1	FHMS K068 AM		08/25/2027		HTM			1/24/2020		3,025,000.00		3,227,118.66
1216033	TIB - The Independent Bankers Bank			CMB	3,315.00	Aaa		7.57		3,025,000.00		3,290,075.91
3136AXZB4	FNM17061 NB		11/25/2045		HTM			1/24/2020		5,000,000.00		3,853,786.92
1167397	TIB - The Independent Bankers Bank			CMO	3,000.00	Nr		25.84		3,901,639.10		4,019,705.12
3137FNGF1	FHL4910 DA		03/15/2049		AFS			1/24/2020		5,000,000.00		5,010,203.87
1207352	TIB - The Independent Bankers Bank			CMO	3,000.00	Nr		29.14		4,886,040.00		5,055,883.10
3128MMSZ7	FHLMC GOLD POOL #G18		12/01/2029		HTM			1/24/2020		4,800,000.00		1,639,607.55
1149479	TIB - The Independent Bankers Bank			MBS	3,500.00			9.84		1,598,439.12		1,671,887.41
3132KF3F7	FHLMC GOLD POOL #V61		07/01/2032		HTM			1/24/2020		5,000,000.00		3,564,811.57
1149483	TIB - The Independent Bankers Bank			MBS	3,300,000.00			12.42		3,492,350.25		3,618,528.83
3132LMBZ8	FHLMC GOLD POOL #K91		09/01/2033		HTM			1/24/2020		7,175,000.00		3,188,217.85
1149484	TIB - The Independent Bankers Bank			MBS	3,500.00			13.59		3,087,764.26		3,245,672.46
3140Q9A60	FNMA POOL #CA1828		05/01/2033		HTM			1/24/2020		5,000,000.00		418,116.45
1149544	TIB - The Independent Bankers Bank			MBS	4,000.00			13.26		407,974.05		434,088.47
31410L169	FNMA POOL #890773		09/01/2036		HTM			1/24/2020		3,000,000.00		2,001,886.70
1149547	TIB - The Independent Bankers Bank			MBS	3,000,000.00			16.60		1,989,860.34		2,048,342.40
31419KDB9	FNMA POOL #AE8224		12/01/2040		AFS			1/24/2020		6,000,000.00		1,516,395.55
1149557	TIB - The Independent Bankers Bank			MBS	4,000,000.00			20.85		1,444,764.42		1,554,292.03
12	Total Pledged: HAA1118 - HOCKLEY COUNTY									46,102,000.00		30,392,745.18
										29,659,321.31		30,988,929.05

This report reflects information submitted to us by the customer. It is not intended to be used as the official record of safekeeping location and/or pledged holdings. This information should be provided by the customer's safekeeper.

# Pledge Inventory Report

Aimbank  
Littlefield, TX  
FROM 2/1/2020 TO 2/29/2020

Customer ID: 33584  
Report Date: 2/26/2020  
PAS Rep: Tracy Kwiatkowski  
Account Rep: Scott Adams

Cusip	Description	Maturity/Refunded Dt	Group	Intent	S&P	Market Price Dt	Original Face	Book Value
Ticket	Location Code/Name			Coupon	Moody	Maturity (Yr)	Par	Market Value
Pledged: HAA1118 - HOCKLEY COUNTY								
3137B3NA2	FHMS K030 A2	04/25/2023		AFS	NR	2/21/2020	2,000,000.00	2,049,602.56
1149502	TIB - The Independent Bankers Bank		CMB	3.25000	Aaa	3.15	2,000,000.00	2,090,167.84
3137B4GY6	FHMS K032 A2	05/25/2023		HTM	Nr	2/21/2020	2,860,000.00	2,936,960.25
1149503	TIB - The Independent Bankers Bank		CMB	3.31000		3.24	2,860,000.00	3,006,071.61
3137FBBY1	FHMS K068 AM	08/25/2027		HTM	NR	2/21/2020	3,025,000.00	3,225,083.81
1215033	TIB - The Independent Bankers Bank		CMB	3.31500	Aaa	7.49	3,025,000.00	3,335,402.45
3136AXZB4	FNM17061 NB	11/25/2045		HTM	NA	2/21/2020	5,000,000.00	3,809,691.86
1167397	TIB - The Independent Bankers Bank		CMO	3.00000	Nr	25.76	3,856,752.20	3,994,371.15
3137FNGF1	FHL4910 DA	03/15/2049		AFS	NA	2/21/2020	5,000,000.00	4,981,622.01
1207352	TIB - The Independent Bankers Bank		CMO	3.00000	Nr	29.06	4,859,217.10	5,054,557.09
3128MMSZ7	FHLMC GOLD POOL #G18	12/01/2029		HTM		2/21/2020	4,800,000.00	1,616,306.25
1149479	TIB - The Independent Bankers Bank		MBS	3.50000		9.76	1,578,226.88	1,651,980.34
3132K3F7	FHLMC GOLD POOL #V61	07/01/2032		HTM		2/21/2020	5,000,000.00	3,515,306.05
1149483	TIB - The Independent Bankers Bank		MBS	3.00000		12.35	3,444,217.05	3,581,951.32
3132LMBZ8	FHLMC GOLD POOL #K91	09/01/2033		HTM		2/21/2020	7,175,000.00	3,137,502.58
1149484	TIB - The Independent Bankers Bank		MBS	3.50000		13.52	3,038,951.09	3,197,766.61
3140HML5	FNMA POOL #BK0362	08/01/2039		AFS		2/21/2020	6,037,496.00	5,962,733.95
1207324	TIB - The Independent Bankers Bank		MBS	3.00000		19.43	5,844,227.84	6,021,307.89
31410LT69	FNMA POOL #890773	09/01/2036		HTM		2/21/2020	3,000,000.00	1,991,796.01
1149547	TIB - The Independent Bankers Bank		MBS	3.00000		16.52	1,979,955.51	2,043,848.61
31417DYG2	FNMA POOL #AB7010	11/01/2042		AFS		2/21/2020	10,000,000.00	5,327,704.77
1194164	TIB - The Independent Bankers Bank		MBS	3.00000		22.69	5,234,552.30	5,432,784.95
11	Total Pledged: HAA1118 - HOCKLEY COUNTY						53,897,496.00	38,554,310.10
							37,719,099.97	39,410,209.86

This report reflects information submitted to us by the customer. It is not intended to be used as the official record of safekeeping location and/or pledged holdings. This information should be provided by the customer's safekeeper.



**Freight Inventory Report**

A:mbank  
 Liftfield TX  
 FROM 3/1/2020 TO 3/31/2020

Customer ID: 33584  
 Report Date: 3/27/2020  
 PAS Rep: Tracy Kwiatkowski  
 Account Rep: Scott Adams

Cusip	Description	Maturity/Refunded Dt	Group	Intent	S&P	Market Price Dt	Original Face	Book Value
Ticket	Location Code/Name			Coupon	Moody	Maturity (Yr)	Par	Market Value
Pledged: HAA1118 - HOCKLEY COUNTY								
313384XP9	FED HOME LN BK DISC	06/01/2020		AFS		3/24/2020	25,000,000.00	24,956,912.15
1223895	TIB - The Independent Bankers Bank	AGY		0.00000		0.17	25,000,000.00	24,988,250.75
3136AXZB4	FNM17061 NB	11/25/2045		HTM	NA	3/24/2020	5,000,000.00	3,765,899.24
1167397	TIB - The Independent Bankers Bank	CMO		3.00000	Nr	25.67	3,812,131.50	3,881,498.61
3137FNGF1	FHL4910 DA	03/15/2049		AFS	NA	3/24/2020	5,000,000.00	4,951,620.45
1207352	TIB - The Independent Bankers Bank	CMO		3.00000	Nr	28.98	4,831,074.60	4,931,418.77
3	Total Pledged: HAA1118 - HOCKLEY COUNTY						35,000,000.00	33,674,431.84
							33,643,206.10	33,801,168.13

This report reflects information submitted to us by the customer. It is not intended to be used as the official record of safekeeping location and/or pledged holdings. This information should be provided by the customer's safekeeper.

Treasurer's Financial Report  
 Prepared by Denise Bohannon, Hockley County Treasurer

**CDS**

1ST Qtr	Purchase Date	Account	Bank	Beginning Amount	Maturity Date	APR	Interest Paid	Month's Interest Earned	Current Balance
JAN	2011-11-28	060-I&S Hosp. Bd.	Aim	\$36,481.21	11/28/20	1.10%	Monthly	\$36.87	\$39,496.65
FEB	2011-11-28	060-I&S Hosp. Bd.	Aim	\$36,481.21	11/28/20	1.10%	Monthly	\$36.90	\$39,533.55
MAR	2011-11-28	060-I&S Hosp. Bd.	Aim	\$36,481.21	11/28/20	1.10%	Monthly	\$34.55	\$39,568.10
JAN	2017-02-14	011-AdvValorem	Aim	4,000,000.00	2/14/21	2.66%	Monthly	\$9,494.71	\$4,212,222.32
FEB	2017-02-14	011-AdvValorem	Aim	4,000,000.00	2/14/21	2.66%	Monthly	\$9,516.17	\$4,221,738.49
MAR	2017-02-14	011-AdvValorem	Aim	4,000,000.00	2/14/21	1.50%	Monthly	\$5,031.38	\$4,226,769.87
				Quarter		Investment		Totals	
								\$24,150.58	

TREASURER'S 2nd. Qtr. 2020 FINANCIAL REPORT

THE STATE OF TEXAS  
COUNTY OF HOCKLEY  
AFFIDAVIT

The Treasurer's Quarterly Report includes, but is not limited to, money received and disbursed; debts due to (if known) and owed By the county; and all other proceedings in the treasurer's office that pertain to the Financial Standing of Hockley County. {LGC 114.026(a)(b)}

The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled; any adjustments Have been noted.

The affidavit must state the amount of the cash and other assets that are in the custody of the county treasurer at the time of The examination. {LGC 114.026 (d)} **\$23,259,762.42 Quarter's Ending Balance**

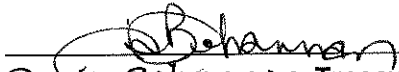
Any interest earned that is posted by financial institutions to our accounts on the last business day of the month is included In the combined statement of receipts and disbursements. **\$66,232.52 Quarter's Interest Earned**

The Treasurer's Quarterly Report has been submitted and the Bank Reconciliation is pending review by Auditor. {LGC 114.026(b)}

All investments are in compliance with both the Public Funds Investment Act and the Hockley County Investment Policy. The investment strategy is passive, which maintains a liquid cash flow and safety of the investment as priority. {LGC 2256.023}

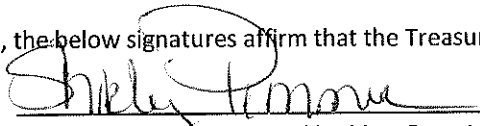
Therefore, Denise Bohannon, County Treasurer of Hockley County, Texas, who being fully sworn, upon oath says that the within And foregoing report is true and correct to the best of her knowledge.

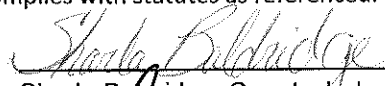
Filed with accompanying vouchers this the 31<sup>st</sup> day of Aug, 2020.

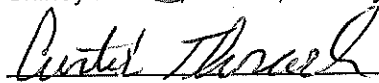
  
Denise Bohannon, Treasurer, Hockley County

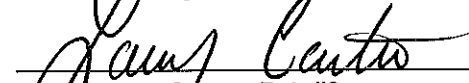
Commissioners' Court having reviewed the Treasurer's Report as presented, having taken reasonable steps to ensure its accuracy and based upon presentations of the Treasurer's Office approve the report, subject to the independent auditor's Review and request that it be filed with the official minutes of this meeting. {LGC 114.026(c)}

In addition, the below signatures affirm that the Treasurer's Report complies with statutes as referenced. {LGC 114.026(d)}

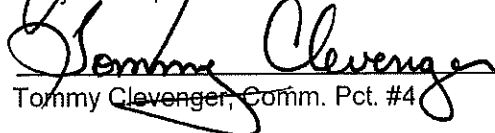
  
Shirley Penner, Auditor, Hockley County / Date

  
Sharla Baldrige, County Judge

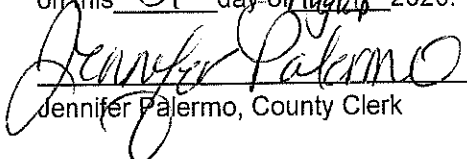
  
Curtis Thrash, Comm. Pct. #1

  
Larry Carter, Comm. Pct. #2

  
Whitey Barnett, Comm. Pct. #3

  
Tommy Clewenger, Comm. Pct. #4

Sworn to & Subscribed to Before Me, by the County Treasurer, the Auditor & Commissioners Court on this 31 day of August, 2020.

  
Jennifer Palermo, County Clerk

Treasurer's Financial Report  
*Prepared by Denise Bohannon, Hockley County Treasurer*

**SECTION 1 – Cash Flow**

**Pages 1-5** Combined Statement of Cash Receipts and Disbursements  
Includes Interest and Bank Service Charge

**Pages 6-9** Bank Collateral  
Pledged Securities the Banks have pledged on behalf of Hockley County

**Page 10** Certificates of Deposit

**SECTION 2 – Investments Long Term**

Per the Public Funds Investment Act and the Hockley County Investment Policies, the Investments Report is required on a Quarterly Basis. However, in an effort to keep the Commissioners' Court informed *available* information is provided on a Monthly basis.

All investments are in compliance with both the Public Funds Investment Act and the Hockley County Investment Policy. The investment strategy is passive, which maintains a liquid cash flow and safety of the investment as priorities. {GC 2256.023}

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Investments – Funds are not immediately available – must wait until maturity

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2020 098 CLEARING FUND				
CASH	.09	3,754,818.15	3,754,818.15	.09
FUND TOTALS	<u>.09</u>	<u>3,754,818.15</u>	<u>3,754,818.15</u>	<u>.09</u>
GRAND TOTALS	<u>25,637,267.84</u>	<u>6,282,567.49</u>	<u>8,660,072.91</u>	<u>23,259,762.42</u>

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2020 083 CA TEEFT OF SERVICE CASH FUND TOTALS	5,646.06 5,646.06	2,343.40 2,343.40	2,328.79- 2,328.79-	5,660.67 5,660.67
2020 084 SHERIFF WORK RELEASE PROGRAM CASH FUND TOTALS	2,002.42 2,002.42	5.11 5.11	.00 .00	2,007.53 2,007.53
2020 085 HOCKLEY CO GRANTS FUND CASH FUND TOTALS	102,799.84 102,799.84	23,676.61 23,676.61	8,581.85- 8,581.85-	117,894.60 117,894.60
2020 086 CORONAVIRUS RELIEF FUND GRANT CASH FUND TOTALS	.00 .00	.00 .00	.00 .00	.00 .00
2020 087 HC JUVENILE PROBATION FEES CASH/AIM FUND TOTALS	15,699.91 15,699.91	55.19 55.19	.00 .00	15,755.10 15,755.10
2020 088 PAYROLL CLEARING ACCOUNT CASH/ASB FUND TOTALS	3,717.43 3,717.43	1,061,382.04 1,061,382.04	907,121.45- 907,121.45-	157,978.02 157,978.02
2020 089 SEIZURE PROCEEDS FUND CASH/ASB FUND TOTALS	39,801.77 39,801.77	86.52 86.52	11,279.56- 11,279.56-	28,608.73 28,608.73
2020 090 JUVENILE PROBATION FUND CASH/AIM ACCOUNTS RECEIVABLE FUND TOTALS	55,194.15 97.75- 55,096.40	47,958.35 .00 47,958.35	48,797.81- .00 48,797.81-	54,354.69 97.75- 54,256.94
2020 091 JUVENILE PROBATION RESTITUTION CASH FUND TOTALS	47,142.25 47,142.25	5,504.87 5,504.87	.00 .00	52,647.12 52,647.12
2020 092 HOCKLEY COUNTY COMMUNITY SUPER CASH/ASB FUND TOTALS	73,382.76 73,382.76	91,468.40 91,468.40	98,330.27- 98,330.27-	66,520.89 66,520.89
2020 093 HOCKLEY COUNTY MEDICAL FUND CASH/ASB FUND TOTALS	2,864.50 2,864.50	7.31 7.31	.00 .00	2,871.81 2,871.81
2020 094 COUNTY ATTORNEY RESTITUTION CASH/ASB FUND TOTALS	33,871.30 33,871.30	1,013.91 1,013.91	695.65- 695.65-	34,189.56 34,189.56
2020 095 D A RESTITUTION FUND CASH/ASB FUND TOTALS	3,202.14 3,202.14	8.18 8.18	.00 .00	3,210.32 3,210.32
2020 096 CA/DA PRE-TRIAL DIVERSION FUND CASH FUND TOTALS	117,001.35 117,001.35	3,596.47 3,596.47	.00 .00	120,597.82 120,597.82

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2020 054 JUSTICE OF PEACE #4	3,175.35	8,382.70	6,752.40	4,805.65
CASH	3,175.35	8,382.70	6,752.40	4,805.65
FUND TOTALS	3,175.35	8,382.70	6,752.40	4,805.65
2020 055 JUSTICE OF PEACE #5	14,939.44	42,526.07	44,981.27	12,484.24
CASH	14,939.44	42,526.07	44,981.27	12,484.24
FUND TOTALS	14,939.44	42,526.07	44,981.27	12,484.24
2020 056 SHERIFF FEE ACCOUNT	1.52	.00	.00	1.52
CASH	1.52	.00	.00	1.52
FUND TOTALS	1.52	.00	.00	1.52
2020 057 SO DONATIONS FUND	12,358.65	13,496.51	23,238.00	2,617.16
CASH/ASB	12,358.65	13,496.51	23,238.00	2,617.16
FUND TOTALS	12,358.65	13,496.51	23,238.00	2,617.16
2020 060 I&S FUND: '88 HOSPITAL BOND	1,839.41	109.81	.00	1,949.22
CASH/ASB	1,839.41	109.81	.00	1,949.22
TODA - CD BALANCE	37,728.69	.00	.00	37,728.69
FUND TOTALS	39,568.10	109.81	.00	39,677.91
2020 065 MPEC INTEREST & SINKING FUND	.00	.00	.00	.00
CASH	.00	.00	.00	.00
BUSINESS ELITE SAVINGS ACCT	71,516.64	459.27	.00	71,975.91
TDQA - INVESTMENT BALANCE	.00	.00	.00	.00
FUND TOTALS	71,516.64	459.27	.00	71,975.91
2020 070 PERMANENT IMPROVEMENT FUND	1,339,216.74	3,417.90	20,952.21	1,321,682.43
CASH/ASB	1,339,216.74	3,417.90	20,952.21	1,321,682.43
FUND TOTALS	1,339,216.74	3,417.90	20,952.21	1,321,682.43
2020 071 HOCKLEY CO ROAD BOND FUND	22,784.88	58.32	.00	22,843.20
CASH/ATM	22,784.88	58.32	.00	22,843.20
TDQA/ASB	.00	.00	.00	.00
FUND TOTALS	22,784.88	58.32	.00	22,843.20
2020 072 MALLET OPERATING FUND	429,731.55	34,050.12	148,643.97	315,137.70
CASH/ATM	429,731.55	34,050.12	148,643.97	315,137.70
FUND TOTALS	429,731.55	34,050.12	148,643.97	315,137.70
2020 079 DA FEDERAL FORFEITED FUNDS	22,749.50	56.76	.00	22,806.26
CASH	22,749.50	56.76	.00	22,806.26
FUND TOTALS	22,749.50	56.76	.00	22,806.26
2020 080 FM & IR FUND	4,824.56	12.33	.00	4,836.89
CASH/ATM	4,824.56	12.33	.00	4,836.89
FUND TOTALS	4,824.56	12.33	.00	4,836.89
2020 081 DA TRUST ACCOUNT	8,855.54	7,500.00	7,500.00	8,855.54
CASH/ATM	8,855.54	7,500.00	7,500.00	8,855.54
FUND TOTALS	8,855.54	7,500.00	7,500.00	8,855.54
2020 082 DA FORFEITURE FUND	20,705.46	3,494.42	.00	24,199.88
CASH	20,705.46	3,494.42	.00	24,199.88
FUND TOTALS	20,705.46	3,494.42	.00	24,199.88

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2020 030 IAW LIBRARY FUND	13,358.05	511.69	2,275.19-	11,594.55
CASH/AIM	13,358.05	511.69	2,275.19-	11,594.55
FUND TOTALS	13,358.05	511.69	2,275.19-	11,594.55
2020 035 LIBRARY FUND	199,785.06	673.57	47,795.23-	152,663.40
CASH/AIM	199,785.06	673.57	47,795.23-	152,663.40
FUND TOTALS	199,785.06	673.57	47,795.23-	152,663.40
2020 039 DISTRICT CLERK PRESERVATION	16,271.01	359.17	.00	16,630.18
CASH/AIM	16,271.01	359.17	.00	16,630.18
FUND TOTALS	16,271.01	359.17	.00	16,630.18
2020 040 COUNTY CLERK PRESERVATION FUND	87,050.73	17,781.69	6,875.00-	97,957.42
CASH/AIM	87,050.73	17,781.69	6,875.00-	97,957.42
IDOA - CD BALANCE - ASB	.00	.00	.00	.00
FUND TOTALS	87,050.73	17,781.69	6,875.00-	97,957.42
2020 041 RECORDS MANAGEMENT OFFICER	24,694.34	1,008.08	1,095.22-	24,607.20
CASH/AIM	24,694.34	1,008.08	1,095.22-	24,607.20
FUND TOTALS	24,694.34	1,008.08	1,095.22-	24,607.20
2020 042 R&B EXTRA FEE ACCOUNT	122,115.39	47,508.45	.00	169,623.84
CASH/ASB	122,115.39	47,508.45	.00	169,623.84
FUND TOTALS	122,115.39	47,508.45	.00	169,623.84
2020 043 COURTHOUSE SECURITY FUND	65,868.61	1,884.45	577.98-	67,175.08
CASH/AIM	65,868.61	1,884.45	577.98-	67,175.08
FUND TOTALS	65,868.61	1,884.45	577.98-	67,175.08
2020 044 JUSTICE COURT TECHNOLOGY FUND	35,736.42	1,127.13	1,948.72-	34,914.83
CASH	35,736.42	1,127.13	1,948.72-	34,914.83
FUND TOTALS	35,736.42	1,127.13	1,948.72-	34,914.83
2020 045 SHERIFF CASH BOND ACCOUNT	81,234.42	10,000.00	.00	91,234.42
CASH	81,234.42	10,000.00	.00	91,234.42
FUND TOTALS	81,234.42	10,000.00	.00	91,234.42
2020 046 COUNTY CLERK CASH BOND ACCT	55,897.02	.00	.00	55,897.02
CASH	55,897.02	.00	.00	55,897.02
FUND TOTALS	55,897.02	.00	.00	55,897.02
2020 047 JPS CASH BOND ACCOUNT	6,084.71	.00	.00	6,084.71
CASH	6,084.71	.00	.00	6,084.71
FUND TOTALS	6,084.71	.00	.00	6,084.71
2020 048 COUNTY CLERK	26,762.81	64,853.23	66,495.45-	25,120.59
CASH	26,762.81	64,853.23	66,495.45-	25,120.59
FUND TOTALS	26,762.81	64,853.23	66,495.45-	25,120.59
2020 051 JUSTICE OF PEACE #1	11,902.06	16,121.54	22,436.70-	5,586.90
CASH	11,902.06	16,121.54	22,436.70-	5,586.90
FUND TOTALS	11,902.06	16,121.54	22,436.70-	5,586.90
2020 052 JUSTICE OF PEACE #2	1,788.36	2,589.07	3,389.97-	987.46
CASH	1,788.36	2,589.07	3,389.97-	987.46



ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2020 010 GENERAL FUND	2,834,422.21	418,481.36	947,921.39	2,304,982.18
CASH/AIM	.00	.00	.00	.00
AUDIT CASH ON HAND	.00	.00	.00	.00
TDOA/CD/ASB	2,834,422.21	418,481.36	947,921.39	2,304,982.18
FUND TOTALS				
2020 011 AD VALOREM TAX ACCOUNT	206,591.64	515.50	.00	207,107.14
CASH/AIM	11,555,519.75	353,885.47	.00	11,909,405.22
CASH/TO AD VAL EXCESS	.00	.00	.00	.00
CASH/BE SAVINGS	4,226,495.72	16,000.81	.00	4,242,496.53
TDOA - CD/AIM BANK	15,988,607.11	370,401.78	.00	16,359,008.89
TDOA - CD/ PLAT				
FUND TOTALS				
2020 012 OFFICERS SALARY FUND	1,175,247.10	98,327.17	1,415,308.15	141,733.88
CASH/AIM	1,175,247.10	98,327.17	1,415,308.15	141,733.88
AUDIT CASH ON HAND	.00	.00	.00	.00
FUND TOTALS				
2020 013 AUTO REGISTRATION FUND	362,718.77	38,120.70	.00	400,839.47
CASH/AIM	362,718.77	38,120.70	.00	400,839.47
AUDIT CASH ON HAND	.00	.00	.00	.00
FUND TOTALS				
2020 014 INDIGENT HEALTH CARE FUND	213,243.74	584.63	132,800.70	81,027.67
CASH/AIM	213,243.74	584.63	132,800.70	81,027.67
AUDIT CASH ON HAND	.00	.00	.00	.00
FUND TOTALS				
2020 016 HOCKEY COUNTY: LEOSE FUND	29,971.10	76.16	215.00	29,832.26
CASH/AIM	29,971.10	76.16	215.00	29,832.26
AUDIT CASH ON HAND	.00	.00	.00	.00
FUND TOTALS				
2020 017 JURY FUND	234,645.38	16,547.90	105,364.26	145,829.02
CASH/AIM	234,645.38	16,547.90	105,364.26	145,829.02
AUDIT CASH ON HAND	.00	.00	.00	.00
FUND TOTALS				
2020 021 ROAD & BRIDGE #1	257,778.20	14,491.87	217,077.15	55,192.92
CASH/AIM	75,953.88	.00	.00	75,953.88
CASH/LATRD1 AIM	333,732.06	14,491.87	217,077.15	131,146.80
FUND TOTALS				
2020 022 ROAD & BRIDGE #2	176,864.73	15,477.90	238,847.44	46,504.81
CASH/AIM	129,721.64	.00	.00	129,721.64
CASH/LATRD2/AIM	306,586.37	15,477.90	238,847.44	83,216.83
FUND TOTALS				
2020 023 ROAD & BRIDGE #3	468,012.10	15,103.12	150,689.87	332,425.35
CASH/ASB	90,508.56	.00	.00	90,508.56
CASH/LATRD3	558,520.66	15,103.12	150,689.87	422,933.91
FUND TOTALS				
2020 024 ROAD & BRIDGE #4	262,118.80	14,501.59	194,865.50	81,754.89
CASH/ASB	75,055.16	.00	.00	75,055.16
CASH/LATRD4	337,173.96	14,501.59	194,865.50	156,810.05
FUND TOTALS				
2020 025 ROAD & BRIDGE #5	21,194.22	10,546.52	20,072.61	11,668.13
CASH/AIM				

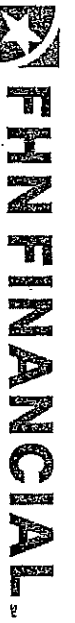
# Pledge Inventory Report

Aimbank  
Littlerfield, TX  
F:\CM 4/1/2020 TO 4/30/2020

Customer ID: 33584  
Report Date: 4/27/2020  
PAS Rep: Tracy Kwiatkowski  
Account Rep: Scott Adams

Cusip	Description	Maturity/Refunded Dt	Group	Intent	S&P	Market Price Dt	Original Face	Book Value
Ticket	Location Code/Name			Coupon	Moody	Maturity (Yr)	Par	Market Value
Pledged: HAA1118 - HOCKLEY COUNTY								
313384XP9	FED HOME LN BK DISC	06/01/2020		AFS		4/23/2020	25,000,000.00	24,977,742.55
1223895	TIB - The Independent Bankers Bank		AGY	0.00000		0.09	25,000,000.00	24,996,999.75
3136AXZB4	FNIM17061 NB	11/25/2045		HTM	NA	4/23/2020	5,000,000.00	3,722,326.44
1167397	TIB - The Independent Bankers Bank		CMO	3.00000	Nr	25.59	3,767,775.25	3,926,297.65
3137FNGF1	FHL4910 DA	03/15/2049		AFS	NA	4/23/2020	5,000,000.00	4,919,528.55
1207352	TIB - The Independent Bankers Bank		CMO	3.00000	Nr	28.89	4,801,624.55	5,021,816.01
3	Total Pledged: HAA1118 - HOCKLEY COUNTY						35,000,000.00	33,619,597.54
							33,569,399.80	33,945,113.41

This report reflects information submitted to us by the customer. It is not intended to be used as the official record of safekeeping location and/or pledged holdings. This information should be provided by the customer's safekeeper.



Group	CUSIP	Description	Ticket	Intention	Mat Date	Coupon	Pig Amount	Location	Factor	Factor Date	Mkt Price	Price Date	Pledged Par	Pig Mkt Val	Pig Book Val
<b>HAA1118 - HOCKLEY COUNTY :</b>															
CMO	3136AXZB4		1167397		2045-11-25		5,000,000.00		0.7447363700	2020-05-01	104.236679	2020-05-27	3,723,681.85	3,881,442.30	3,678,992.29
	FNM17061 NB		HTM		3.00000			TIB	2020-05-01		2020-05-27				
CMO	3137FNGF1		1207352		2049-03-15		5,000,000.00		0.9541759700	2020-05-01	104.399109	2020-05-27	4,770,879.85	4,980,756.05	4,885,719.74
	FHL4910 DA		AFS		3.00000			TIB	2020-05-01		2020-05-27				
MUN	743600G28		1226169		2049-02-15		5,000,000.00				125.941002	2020-05-21	5,000,000.00	6,297,050.10	5,993,906.98
	PROSPER TEX INDPT SCH DIST		AFS		5.00000			TIB			2020-05-21				
MUN	882854Q70		1227893		2049-04-15		10,000,000.00				125.531998	2020-05-21	10,000,000.00	12,553,199.80	11,156,863.87
	TEXAS WATER DEV BRD		AFS		5.00000			TIB			2020-05-21				
<b>HAA1118 Totals</b>							<b>\$25,000,000.00</b>	<b>TIB</b>					<b>\$23,494,561.70</b>	<b>\$27,712,448.25</b>	<b>\$25,715,482.88</b>

# Pledge Inventory Report

Aimbank  
Littlerfield, TX  
FROM 6/1/2020 TO 6/30/2020

Customer ID: 33584  
Report Date: 6/29/2020  
PAS Rep: Tracy Kwiatkowski  
Account Rep: Scott Adams

Cusip	Description	Maturity/Refunded Dt	Group	Intent	S&P	Market Price Dt	Original Face	Book Value
Ticket	Location Code/Name			Coupon	Moody	Maturity (Yr)	Par	Market Value
Pledged: HAA1118 - HOCKLEY COUNTY								
3136AXZB4	FNM17061 NB	11/25/2045	CMO	HTM	NA	6/23/2020	5,000,000.00	3,635,971.29
1167397	TIB - The Independent Bankers Bank			3.00000	Nr	25.42	3,679,849.60	3,837,742.71
3137FNGF1	FHL4910 DA	03/15/2049	CMO	AFS	NA	6/23/2020	5,000,000.00	4,850,662.32
1207352	TIB - The Independent Bankers Bank			3.00000	Nr	28.73	4,738,854.20	4,944,603.83
743600G28	PROSPER TEX INDPT SC	02/15/2049	MUN	AFS	Aaa	6/23/2020	5,000,000.00	5,985,682.29
1226169	TIB - The Independent Bankers Bank			5.00000		28.65	5,000,000.00	6,323,099.90
882854Q70	TEXAS WATER DEV BRD	04/15/2049	MUN	AFS	AAA	6/23/2020	10,000,000.00	11,147,101.94
1227893	TIB - The Independent Bankers Bank			5.00000		28.81	10,000,000.00	12,539,700.30
4	Total Pledged: HAA1118 - HOCKLEY COUNTY						25,000,000.00	25,619,417.84
							23,418,703.80	27,645,146.74

This report reflects information submitted to us by the customer. It is not intended to be used as the official record of safekeeping location and/or pledged holdings. This information should be provided by the customer's safekeeper

Treasurer's Financial Report  
 Prepared by Denise Bohannon, Hockley County Treasurer

**CDS**

1ST Qtr	Purchase Date	Account	Bank	Beginning Amount	Maturity Date	APR	Interest Paid	Month's Interest Earned	Current Balance
APR	2011-11-28	060-1&S Hosp. Bd.	Aim	\$36,481.21	11/28/20	1.10%	Monthly	\$29.10	\$21,443.16
MAY	2011-11-28	060-1&S Hosp. Bd.	Aim	\$36,481.21	11/28/20	1.10%	Monthly	\$8.81	\$21,451.97
JUNE	2011-11-28	060-1&S Hosp. Bd.	Aim	\$36,481.21	11/28/20	1.10%	Monthly	\$9.11	\$21,461.08
APR	2017-02-14	011-AdvValorem	Aim	4,000,000.00	2/14/21	2.66%	Monthly	\$5,384.79	\$4,232,154.66
MAY	2017-02-14	011-AdvValorem	Aim	4,000,000.00	2/14/21	2.66%	Monthly	\$5,217.73	\$4,237,372.39
JUN	2017-02-14	011-AdvValorem	Aim	4,000,000.00	2/14/21	1.50%	Monthly	\$5,398.29	\$4,242,770.68
				Quarter		Investment		Totals	
								\$16,047.83	

Motion by Commissioner Clevenger, second by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the 2021 Safety Incentive program for Hockley County full time employees. As per Continuation of Safety Incentive Program for Hockley County full time employee's letter recorded below.



Office Of  
County Treasurer  
**Denise Bohannon**

August 31, 2020

HONORABLE SHARLA BALDRIDGE  
THE HONORABLE COMMISSIONERS OF HOCKLEY COUNTY

Re: Continuation of

**Safety Incentive Program for Hockley County Full Time Employees:**

For each full-time individual that has no **lost time** due to a work-related injury during the current year (**2020**), two workdays of personal leave will be awarded to that employee for the next year (**2021**) to be used at a time in that year determined by the Department Head.

Also for each **entire Department** that has **no lost** time due to a work-related injury during this same year, an additional work day of personal leave time will be awarded to the employees in those departments.

***\*Employee must be employed by Hockley County from Jan. 1<sup>st</sup> to Dec 31<sup>st</sup> Of 2020.***

***\*\*Use them or lose them. Any days awarded will not carry over to the next year. Days awarded from 2020 MUST BE USED IN 2021!***

Motion by Commissioner Thrash, second by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the 2021 Sheriff's and Constable's fee report. As per Hockley County 2021 Sheriff's and Constable's fees recorded below.



## HOCKLEY COUNTY 2021 SHERIFF'S AND CONSTABLE'S FEES

### NOTICES:

Supboenas	\$ 75.00
Supboena-Duces Tecum	\$ 75.00
Deposition Subpoena	\$ 75.00
Summons	\$ 75.00
Forcible Detainer	\$ 75.00
Writ of Attachment (Person)	\$125.00
Writ of Attachment (Property)	\$175.00
Writ of Garnishment	\$175.00
Writ of Sequestration	\$175.00
Writ of Possession	\$175.00
Writ of Re-Entry	\$175.00

### OTHER SERVICES FEES:

Writ of Execution	\$175.00
Writ of Restitution	\$175.00
Writ of Habeas Corpus	\$150.00
Writ of Injunction	\$150.00
All other Writs	\$150.00
Small Claims Citation	\$ 75.00
Justice Court Citation	\$ 75.00
Personal Citation	\$ 75.00
Citation Scire Facias	\$ 75.00
Citation by Posting	\$ 60.00
All other Courts' Citations	\$ 75.00
Notice to Show Cause	\$ 75.00
Precept to Serve	\$ 75.00
Order of Sale	\$175.00
Tax Warrant	\$175.00

### FOR EXECUTING EACH MENTAL:

Illness Warrant	\$150.00
Distress Warrant	\$150.00
Abstract of Judgment	\$ 60.00
Temporary Restraining Order	\$ 60.00
Temporary Protective Order	\$ 60.00
Judgment Nisi	\$ 60.00
Criminal Warrants	\$ 50.00
Capias	\$ 50.00
Capias Pro Fines	
Felonies & Misdemeanors	\$ 50.00
Bailiff's fee for each civil case tries in District Court	\$ 75.00

### POSTING OF NOTICES:

Seizures & Sales	\$ 20.00
Preparation of Notice of Sale	\$ 20.00
All Writs and/or Order involving the Seizure of Property, Sale of Property, or the Enforcement of a Judgment that exceeds four hours in the execution or enforcement of such Writ/Order will be assessed an additional fee per officer of \$35.00 per hour for each hour or portion thereof.	

### Commission to be collected for a Sheriff's Sale:

First \$100.00, 10%; over \$100.00, but not exceeding \$1000.00, 6%; over \$1000.00, but not exceeding \$5000.00, 3%; all sums over \$5000.00, but not exceeding \$300,000.00, 2%

### ESTRAY FEE:

Impounding/Hauling Large Animal (Cattle, Horses, Ostrich, Emu, Llama, etc.	\$100.00
Impounding/Hauling Large Animal each additional animal	\$ 50.00
Impounding/Hauling Small Animal (Goats, Sheep, etc.) Five (5) or less	\$100.00
Impounding/Hauling Small Animal each additional animal (over 5)	\$ 50.00
Boarding & Feeding Large Animal Per day/per animal	\$ 25.00
Boarding & Feeding Small Animal Per/day/per animal	\$ 20.00
Release Fee per Animal	\$ 25.00

If roundup, hauling and/or care is done by Contract, cost will be assessed by Contractor. Cost for any special care (i.e. vet care, etc.) will be assessed by Caregiver. Cost of boarding & feeding may increase depending on location animal(s) held. (i.e. vet clinic, etc.)

### SHERIFF'S OFFICE FEES:

Bond Agent I.D. Card	\$ 10.00
Reports (offense, book-in)	\$ 15.00
Mug Shot (new Photo)	\$ 10.00
For Executing a Deed to each Purchaser of real estate under the Execution of Order of Sale	\$ 70.00
For Executing a Bill of Sale to each Purchaser of personal property under Execution of Order of Sale, when demanded by Purchaser	\$ 70.00

Pursuant to Rule 126 of the Texas Rules of Court, all fees, for any/all civil cases originating outside the County of Hockley and/or the State of Texas, must be collected in advance except when Pauper's Oath is filed. The Sheriff or Constable will not execute any process until fees are received.

**For a Writ, Venditional Exponas, Order of Sale and Mental/Alcohol/Drug Commitment** served which exceeds two hours, the following fee is required for an officer to perform service and to return from performing the service; an additional fee per hour of \$35.00 and \$0.56 per mile for mileage. If ordered by the Court to transport to Court of jurisdiction: sheriff fee per hour/per officer, of \$35.00 and \$0.56 per mile, plus meals not to exceed \$30.00 per day and overnight lodging cost, if necessary.

**ADDRESS:** County Clerk  
802 Houston, Suite 213  
Levelland, Texas 79336  
Telephone: 806-894-3185

Motion by Commissioner Clevenger, second by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the Official Bond and Oath of Tammy Darlene Castro, Deputy Clerk, Hockley County Tax Office. As per Official Bond and Oath recorded below.

Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of HOCKLEY } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 64498070

That we, TAMMY DARLENE CASTRO, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto 1County \_\_\_\_\_, his successors in office, in the sum of 2 Ten Thousand and 00/100 DOLLARS (\$10,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 24th day of January, 2019.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 16th day of January, 2019, duly Appointed (Elected—Appointed) to the office of DEPUTY CLERK in and for 3HOCKLEY County, State of Texas, for a term of Indefinite year commencing on the 16th day of January, 2019.

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

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

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

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

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

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

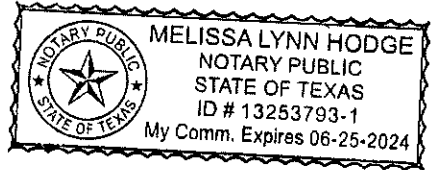
County of Hockley }<sup>ss</sup>

Before me, Melissa Lynn Hodge on this day, personally appeared Tammy Darlene Castro, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Levelland, Texas, this 26th day of August, 2020.

Melissa Lynn Hodge  
Hockley County, Texas

SEAL



OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

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

Signed \_\_\_\_\_

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

SEAL

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

OATH OF OFFICE  
(General)

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

Signed \_\_\_\_\_

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

SEAL

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

THE STATE OF TEXAS

County of Hockley } ss

The foregoing bond of Tommy Darlene Castro as Deputy Clerk - Tax Office in and for Hockley County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Date Sept 9, 2020

\_\_\_\_\_  
Clerk  
County Court \_\_\_\_\_ County

Sharla Baldrige County Judge,  
Hockley County, Texas

THE STATE OF TEXAS

County of Hockley } ss

I, Jennifer Palermo County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 31 day of August, 2020, with its certificates of authentication, was filed for record in my office the 31 day of August, 2020, at 9:00 o'clock A M., and duly recorded the 31 day of August, 2020, at 9:00 o'clock A M., in the Records of Official Bonds of said County in Volume \_\_\_\_\_, on page \_\_\_\_\_, Document # \_\_\_\_\_

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

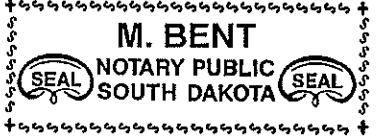
By Pam Kiser Deputy

Jennifer Palermo Clerk  
County Court Hockley County

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 24th day of January, 2019, personally appeared Paul T. Bruflat to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



M. Bent  
Notary Public

My Commission Expires March 2, 2020

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

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

One County Clerk County of HOCKLEY CO TAX ACCESSOR

bond with bond number 64498070

for TAMMY DARLENE CASTRO  
as Principal in the penalty amount not to exceed: \$ 10,000.00

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

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

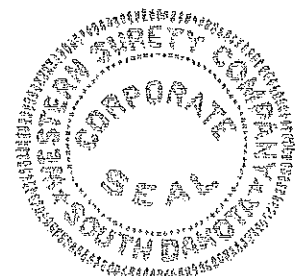
In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 24th day of January, 2019.

ATTEST

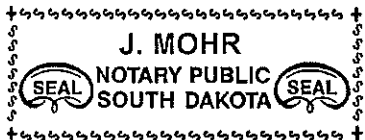
L. Nelson  
L. Nelson, Assistant Secretary

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

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss



On this 24th day of January, 2019, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



J. Mohr  
My Commission Expires June 23, 2021  
Notary Public

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

Motion by Commissioner Thrash, second by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners Court approved to adopt the issuance of Hockley County, Texas Request for Qualifications No. 2020-001 for a Certified Public Accountant, Certified Fraud Examiner or auditing firm to prepare a forensic audit. As per Order Of the commissioners court of Hockley County, Texas: approving and adopting the issuance of the Hockley County. Texas request for Qualifications No. 2020-001 for a qualified auditor for the purpose of conducting a forensic audit of the Hockley County treasurer's office for January 1, 2017 through June 1, 2020; and (2) establishing an effective date and compliance with the Texas Open Meetings Act recorded below.

ORDER NO. \_\_\_\_\_

**AN ORDER OF THE COMMISSIONERS COURT OF HOCKLEY COUNTY, TEXAS:  
(1) APPROVING AND ADOPTING THE ISSUANCE OF THE HOCKLEY COUNTY,  
TEXAS REQUEST FOR QUALIFICATIONS NO. 2020-001 FOR  
FOR A QUALIFIED AUDITOR FOR THE PURPOSE OF CONDUCTING A FORENSIC  
AUDIT OF THE HOCKLEY COUNTY TREASURER'S OFFICE FOR JANUARY 1,  
2017 THROUGH JUNE 1, 2020; AND (2) ESTABLISHING AN EFFECTIVE DATE AND  
COMPLIANCE WITH THE TEXAS OPEN MEETING ACT.**

**WHEREAS**, Hockley County, Texas ("County") is a county of the State of Texas, having been duly created and organized under the constitution and laws of Texas, and further, the Hockley County Commissioners Court ("Commissioners Court") is the governing body of the County; and

**WHEREAS**, pursuant to Article V, Section 18 of the Texas Constitution, Chapter 2269 of the Texas Government Code ("Chapter 2269"), Chapter 115 of the Texas Local Government Code, and other authority, the County, by and through its Commissioner's Court, when justified by public necessity, may employ a disinterested, competent and expert public accountant to audit all or part of the books, records or accounts of the county.

**WHEREAS**, the County desires a qualified Certified Public Accountant, Certified Fraud Examiner or auditing firm to examine financial statements, and revenue and expenditure documents for all funds flowing in and out of the Hockley County Treasurer's Office from January 1, 2017 through June 1, 2020. In examining the previously stated documents, it is expected that the Auditor will perform field and verification work, including interviews with relevant persons.

**WHEREAS**, for the audit requires the services of a Certified Public Accountant, Certified Fraud Examiner or auditing firm that has experience with conducting a detailed forensic audit; and

**WHEREAS**, the Commissioners Court by this order desires to approve and adopt the issuance of the **Hockley County, Texas Request for Qualifications No. 2020-001** for a Certified Public Accountant, Certified Fraud Examiner or auditing firm to prepare a forensic audit related to the timely preparation and delivery of the aforesaid forensic audit to the County for proposed audit of the Hockley County Treasurer's Office, as described in the attached **Exhibit 1**.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the Commissioners Court of Hockley County, Texas, for and on behalf of said County and in the public interest, as follows:

- (1) Unless otherwise designated, the past, present, or future tense shall each include the other, the masculine, feminine, or neuter gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning.
- (2) All statements made in the caption and preliminary recitals of this order, and all attached documents, are incorporated by reference.



- (3) The Commissioners Court hereby approves and adopts the issuance of the Hockley County, Texas Request for Qualifications No. 2020-001 for the purpose of conducting a forensic audit of the Hockley County Treasurer's office from January 1, 2017 through June 1, 2020, as described in Exhibit 1.
- (4) This order shall take effect immediately from and after its passage.
- (5) This order was considered and approved at a public meeting of the Commissioners Court held in compliance with Chapter 551 of the Texas Government Code, the Texas Open Meetings Act.

**ORDERED, APPROVED, AND ADOPTED** on the 31 day of August,  
2020.

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

*Charla Baldrige*

County Judge  
Hockley County, Texas

*Curtis Throckmorton*

County Commissioner, Precinct 1  
Hockley County, Texas

*Sammy Carter*

County Commissioner, Precinct 2  
Hockley County, Texas

*J. L. Barnett*

County Commissioner, Precinct 3  
Hockley County, Texas

*Johnny Cleary*

County Commissioner, Precinct 4  
Hockley County, Texas

**ATTEST:**

*Jennifer Pakirne*  
County Clerk  
Hockley County, Texas



**EXHIBIT 1**  
**(Hockley County, Texas RFQ No. 2020-001)**

**HOCKLEY COUNTY, TEXAS REQUEST FOR QUALIFICATIONS NO. 2020-001:**  
**FOR A QUALIFIED AUDITOR FOR THE PURPOSE OF CONDUCTING A FORENSIC**  
**AUDIT OF THE HOCKLEY COUNTY TREASURER'S OFFICE FOR JANUARY 1,**  
**2017 THROUGH JUNE 1, 2020.**

**General Information and Requirements**

1. Request for Qualifications ("RFQ")

Hockley County, Texas ("County"), acting by and through its governing body, the Hockley County Commissioners Court ("Commissioners Court"), hereby issues this **Hockley County, Texas Request for Qualifications No. 2020-001** ("RFQ") from qualified firms of Certified Public Accountants ("CPAs") for the purpose of conducting a forensic audit of the Hockley County Treasurer's office from January 1, 2017 through June 1, 2020. Unless otherwise designated: (a) "Parties" shall mean the County and the selected auditing firm; (b) "Response" shall mean an RFQ response (or Qualifications Statement) submitted by auditing firm, Certified Public Accountant and/or a Certified Fraud Examiner regarding this RFQ; (c) "Respondent" shall mean a forensic auditing firm, Certified Public Accountant and/or a Certified Fraud Examiner submitting a Response to the County regarding this RFQ; and (d) unless otherwise designated, the past, present, or future tense shall each include the other, the masculine, feminine, or neuter gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning. The County shall give public notice of this RFQ as required by law.

2. Scope of Services

The County desires a qualified auditor to examine financial statements, and revenue and expenditure documents for all funds flowing in and out of the Hockley County Treasurer's Office. In examining the previously stated documents, it is expected that the Auditor will perform field and verification work, including interviews with relevant persons. It is understood that additional tasks may be required as the audit progresses.

At a minimum, the auditor will examine the followings questions in relation to the above: Did fraud, theft, or illegality occur? Were all applicable local, state and federal policies, regulations and laws adhered to? Upon selections through this RFQ process, additional questions, steps or procedures may be discussed with selected auditor as deemed appropriate.

3. Copies of RFQ

Copies of this RFQ may be obtained from the Hon. Sharla Baldrige, County Judge, Hockley County, Texas, Hockley County Courthouse, 802 Houston Street, Suite 101, Levelland, Texas 79336, (806) 894-6856 (Voice Telephone).

Copies of this RFQ also may downloaded from the County's internet website at:  
<http://www.co.hockley.tx.us/page/hockley.Home>

#### 4. Selection Process

The RFQ Response submitted by an Auditor will provide the information necessary for consideration and initial ranking by the County. The County, at its option, may request one or more Respondents to provide additional information or to be interviewed. Once the County has obtained the information needed, it will rank the Respondents. Contract negotiations will begin with the first ranked Respondent candidate in the manner required by law. The Commissioners Court will have the final decision regarding the selection of the Auditor for the Project; however, the County may reject any or all Responses submitted regarding this RFQ.

#### 5. Licensure

All Respondents must have legally required and active Texas licensure so that all services required from them may be delivered in accordance with applicable law. Proof of licensure is required as a part of the Response to this RFQ, and Respondents shall submit photocopies of current licensure documents of all Respondent personnel who are anticipated to perform work on the Project.

#### 6. Inquiries

The County will try to answer written questions concerning this RFQ, but shall not be obligated to do so. If it is believed the scope of work contains an error or is unclear, the Auditor or forensic auditing firm may make a written inquiry by email, facsimile, mail, courier, or hand-delivery as herein provided. Answers will be delivered by the County by email, therefore, written inquiries shall contain the name and email address of the person to whom the County reply should be made. The foregoing shall not limit the County's right to issue addenda to the scope of work prior to opening of Responses, or to delay the date and time of said opening, in order to ensure that all potential Respondents are aware of and have had sufficient time to consider the addenda.

Questions regarding this RFQ must be submitted to the County on or before September 11, 2020 at 3:00 p.m. County local time.

All questions regarding this RFQ shall be delivered in writing to the Hon. Sharla Baldrige, County Judge, Hockley County, Texas, Hockley County Courthouse, 802 Houston Street, Suite 101, Levelland, Texas 79336, (806) 894-6856 (Voice Telephone), (806) 894-6820 (Facsimile), [sbaldridge@hockleycounty.org](mailto:sbaldrige@hockleycounty.org).

#### 7. Public Information

The County is subject to compliance with Chapter 552 of the Texas Government Code, the Texas Public Information Act. Any information submitted by a Respondent to the County is presumed to be public information and available to the public. Any information submitted to the County that a Respondent considers confidential must be marked "CONFIDENTIAL." If a request is made to review or obtain copies of the information marked Confidential under the Texas Public Information Act, the County will endeavor to advise the Respondent of the request. If requested by the Respondent, the County will ask for an Open Records Decision or ruling from the Office of the Texas Attorney General, as authorized by law; however, the Respondent, at Respondent's

sole cost and expense, will be responsible for asserting any appropriate exceptions to disclosure and submitting briefing to the Office of the Texas Attorney General to support Respondent's non-disclosure position.

#### 8. Waiver of Formalities

The County, to the extent permitted by law, reserves the right to: (a) reschedule, extend, or cancel this RFQ at any time; (b) reject any or all Responses; (c) waive any formality or irregularity in connection with the requirements of a Response; and (d) consider a Response not made in compliance with this RFQ, although the County will have no obligation to consider a noncompliant Response.

#### 9. Exceptions

Respondents shall read and understand all terms and conditions in this RFQ. Exceptions to this RFQ, if any, must be submitted to the County at the time that a Response is submitted and not during the contract award process. By submitting a Response to this RFQ, a Respondent acknowledges that it has read and understands all terms and conditions in this RFQ.

#### 10. No Reimbursement for Costs

The County will not reimburse a Respondent for any costs incurred in or as a result of the: (a) RFQ procedure; (b) submission or review of an RFQ Response; or (c) participation in the Auditor selection process regarding the Project.

#### 11. Submission of RFQ Responses; Opening of Responses

Each RFQ Response shall be: (a) sealed; (b) marked on the outside of the submission envelope with "**Response of (*Insert Name of Auditor or Forensic Auditing firm*) to Hockley County, Texas Request for Qualifications No. 2020-001;**" and (c) addressed and timely delivered by mail, courier, or hand-delivery to the Hon. Hon. Sharla Baldrige, County Judge, Hockley County, Texas, Hockley County Courthouse, 802 Houston Street, Suite 101, Levelland, Texas 79336, on or before September 18, 2020 at 3:00 p.m. County local time. RFQ Responses delivered after that deadline are subject to rejection by the County.

RFQ Responses properly delivered to the County shall be opened by the Commissioners Court at its public meeting on September 21, 2020 at 9:00 a.m. County local time, at the Hockley County Courthouse, Commissioners Court Courtroom, 802 Houston Street, Levelland, Texas 79336. Thereafter, and at the same or a subsequent public meeting(s) as allowed by law, the Commissioners Court may conduct the evaluation of the Responses and the final selection of an Auditor or Forensic Auditing firm for the Project, as described in the RFQ. The County may reject any or all RFQ Responses submitted for the Project and may rely on all protections afforded the County within the competitive procurement procedure allowed by law.

### **Evaluation Methodology**

## 12. Criteria for Evaluation

Proposals will be evaluated based on three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored. The following represent that principal selection criteria which will be considered during the evaluation process.

In the event that oral interviews may be necessary to break a tie or for making final clarification in the evaluation process, additional points may be awarded. It should be understood that while the total score is a significant factor, the County reserves the right to consider other factors in making a final selection of the firm that will serve the best interest of the County.

Based on the following criteria, the County, by and through its Commissioners Court and in its sole discretion and best business judgment, shall determine the Respondent or Respondents best qualified to perform the required services:

- A) 40 Points -- Qualifications will not be considered for further evaluation unless it meets all of the following criteria:
  - i) Must be independent and licensed to practice in the state of Texas;
  - ii) Must meet the independence standards of Government Auditing Standards, United States Government Accountability Office;
  - iii) Professional personnel are qualified;
  - iv) Has no conflict of interest with regard to any work performed by the firm for the County;
  - v) Has a record of forensic audit work; and
  - vi) Adheres to the instructions in this RFQ on preparing and submitting the proposal.
  
- B) 40 Points – Qualifications which have met each of the criteria in section 1 above will be evaluated on the following criteria:
  - i) Expertise and Experience:
    - (i) The firm’s past experience and performance on comparable government engagements, with most consideration given to forensic audits of Texas Counties;
    - (ii) The quality of the firm’s professional personnel to be assigned to the engagement and the quality of the firm’s management support personnel to be available for technical support during consultation. This should include:
      - 1. Size and structure of the firm, including auditor positions;
      - 2. Education, including continuing education courses taken during the past two (2) years; and
      - 3. Years and types of experience.
  - ii) General direction and supervision to be exercised over the auditor by the firm’s management.
  - iii) Audit approach.

- (i) Adequacy of proposed staffing plan for various segments of the engagement;
- (ii) Adequacy of analytical procedures; and
- (iii) Adequacy of sampling techniques.

C) 20 Points - References, Cost Control Experience, and Results. Respondents will be evaluated on satisfactory client references, budget, cost control, experience and results.

### 13. Acceptance of Evaluation Methodology

By submitting a Response to this RFQ, a Respondent: (a) acknowledges and accepts the evaluation process; and (b) understands that the determination of the most qualified Auditor will require the exercise of subjective judgment by the County.

### 14. Auditor Contract

The Auditor shall be selected by the County on the basis of demonstrated competence and qualifications to perform the requested services, as herein described. After the Auditor is selected by the County, the Parties will endeavor to enter into a contract for the Project in the manner provided by law, including Chapters 2254 and 2269 of the Texas Government Code. That contract shall: (a) define and describe the scope of services, the agreed-upon and reasonable fees for such services, and any reimbursable expenses, prior to any services being performed under the contract; (b) be drafted in a form and scope which is acceptable to the Parties; and (c) recite a fair and reasonable price for the services to be provided for the Project, however, the professional fees under the contract may not exceed any maximum provided by law.

## **Submittal Requirements**

### 15. Incorporation by Reference

All statements and instructions (including submittal or procedural requirements) in the preamble, preliminary recitals, and prior paragraphs of this RFQ are incorporated by reference. All instructions and submittal or procedural requirements in this RFQ must be followed by Respondent when a Response is submitted to the County.

### 16. General Respondent Information

The Response must show Respondent's business name, principal business address, email address, and telephone numbers (voice and facsimile). The Response must include the name of any individual or agent representing the Respondent with regard to this RFQ, and that person's title, telephone number, and email address.

### 17. Statement of Interest

The Response must contain a statement of interest for this RFQ, including a narrative describing the Respondent's unique qualifications pertaining to the scope of services described for the Project.

The firm should provide an affirmative statement that it is independent of the County

The firm should also list and describe the firm's professional relationships involving the County or any of its component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

18. Statement of Availability/Commitment

The Response must contain a statement of availability and commitment of the Respondent, its principals, and assigned professionals to undertake the services described in this RFQ for the Project.

19. License to Practice in Texas

An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly licensed to practice in Texas.

20. Description of Work Experience

The Response must contain a description of the work experience and professional registration information for professional team members to be assigned for work on the Project. The response should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full time basis and the number and nature of the staff to be employed on a part time basis.

Additionally, describe the firm's experience in the conduct of fraud or forensic audits, detail the qualifications and certifications of all personnel who will be assigned to the audit and list the forensic auditing standards that the firm follows.

21. Partner, Supervisory and Staff Qualifications and Experience

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists who would be assigned to the engagement and indicate whether each such person is licensed to practice as a CPA in Texas.

The firm should provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The firm also should indicate the quality of staff over the term of the agreement will be assured.

The firm should provide as much information as possible concerning the qualification of non-CPA staff who will be providing services related to the forensic audit, such as investigators.



Audit personnel may be changed at the discretion of the respondent provided that replacements have substantially the same or better qualifications or experience.

## 22. Identification of Anticipated Potential Audit Problems

The response should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the County.

## 23. References

Each respondent must provide no less than three (3) client references for similar audits.

The list of clients must include the following information:

- Name and address of client;
- Name and current phone number of client contact who was directly involved with the audit; and
- Contract start date and duration.

The County will contact these references and references will be used in conjunction with the evaluation of the submissions.

## 24. Litigation/Investigation Inquiry

The Response must include answers to the following issues:

- (a) Has Respondent, any principal or professional thereof, or any other person associated with Respondent for the purpose of providing professional services, been involved in a dispute involving: (i) mediation, arbitration and/or litigation; or (ii) an investigation by a professional board, or state or federal agency, relating to a professional services contract or professional services performed?
- (b) If the answer to all or part of the above question is "Yes," Respondent shall provide a detailed explanation of those events, the basis for the dispute or complaint, and the resolution of those matters.

## 25. Additional Information

If requested by the County, a Respondent promptly must provide the County with any additional information reasonably required by the County to assist it in making a decision on the qualifications of the Respondent.

26. Response Form

All Responses must be typed on 8.5 x 11 inch paper, but may include attached oversized drawings, photographs, or other documents at the discretion of a Respondent. Respondent must submit to the County: (a) the original Response, signed and executed by an authorized principal of the Respondent; and (b) five (5) copies of the Response.

27. General Requirements

A Response shall contain all information required by this RFQ and be submitted to the County in a timely manner and correct form, as herein described.

28. Waiver

The following Respondent statement shall be included in the Response:

**RESPONDENT WAIVES ALL CLAIMS IT HAS OR MAY HAVE AGAINST HOCKLEY COUNTY (INCLUDING ITS ELECTED OFFICIALS, APPOINTED OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES) IN CONNECTION WITH OR ARISING FROM THE COUNTY'S RFQ NO. 2020-001, AND ALL PROCEDURES RELATED THERETO, FOR FORENSIC AUDITING AND OTHER PROFESSIONAL SERVICES REGARDING THE PROJECT AS DESCRIBED IN SAID RFQ, INCLUDING BUT NOT LIMITED TO THE: (1) ADMINISTRATION OF SAID RFQ; (2) BASIS FOR AUDITOR SELECTION; (3) EVALUATION OF A RFQ RESPONSE; (4) METHOD USED FOR AUDITOR SELECTION; AND (5) DISCLOSURE OF INFORMATION REGARDING AN RFQ RESPONSE OR EVALUATION. THE SUBMISSION OF A RESPONSE TO SAID RFQ BY RESPONDENT CONSTITUTES RESPONDENT'S ACCEPTANCE OF THE AUDITOR EVALUATION TECHNIQUE DESCRIBED IN SAID RFQ.**

29. Conflict Disclosure

A Response shall contain sufficient statements and document copies to show that, prior to the Response submission, Respondent timely filed with the appropriate government office all conflict disclosure statements, disclosure and certificates of interested parties, or other documents required by: (a) Chapter 176 of the Texas Local Government Code; and (b) Section 2252.908 of the Texas Government Code and Title 1, Sections 46.1, 46.3, and 46.5, of the Texas Administrative Code, relating to Form 1295/Texas Ethics Commission/Certificate of Interested Parties disclosure

30. Additional Instructions and Statement

The County may require additional information or a personal interview from one or more Respondents in order to complete the selection process. If the County notifies a Respondent that it has been selected to provide additional information or participate in an interview, the County will provide Respondent with additional instructions.

**[END OF RFQ]**

**PUBLIC NOTICE**  
**HOCKLEY COUNTY, TEXAS REQUEST FOR QUALIFICATIONS NO. 2020-001:**  
**FOR A QUALIFIED AUDITOR FOR THE PURPOSE OF CONDUCTING A FORENSIC**  
**AUDIT OF THE HOCKLEY COUNTY TREASURER’S OFFICE FOR JANUARY 1,**  
**2017 THROUGH JUNE 1, 2020.**

**NOTICE IS GIVEN** that Hockley County, Texas (“County”), by and through its governing body, the Hockley County Commissioners Court (“Commissioners Court”), has approved and issued its **Hockley County, Texas Request for Qualifications No. 2020-001** (“RFQ”) for forensic auditing services related to a forensic audit of the Hockley County Treasurer’s office.

For the audit, the County requires the services of a Certified Public Accountant, Certified Fraud Examiner or auditing firm that has experience with performing forensic audits on government entities, and is familiar with relevant and applicable laws, standards, and regulations regarding those types of audits. The selected Certified Public Accountant, Certified Fraud Examiner or auditing firm shall be requested to timely prepare and deliver to the County a completed forensic audit, as described in the RFQ, including: examining the financial statements, revenue and expenditure documents for all funds flowing in and out of the Hockley County Treasurer’s office. The Certified Public Accountant, Certified Fraud Examiner or auditing firm shall perform all services and make all recommendations to the County in compliance with all applicable federal, state, and local laws.

Copies of this RFQ may be obtained from the Hon. Sharla Baldrige,<sup>1</sup> County Judge, Hockley County, Texas, Hockley County Courthouse, 802 Houston Street, Suite 101, Levelland, Texas 79336, (806) 894-6856 (Voice Telephone), (806) 894-6820 (Facsimile), [sbaldridge@hockleycounty.org](mailto:sbaldrige@hockleycounty.org).

Copies of this RFQ may be obtained from the Hon. Sharla Baldrige, County Judge, Hockley County, Texas, Hockley County Courthouse, 802 Houston Street, Suite 101, Levelland, Texas 79336, (806) 894-6856 (Voice Telephone). Copies of this RFQ also may downloaded from the County’s internet website at: <http://www.co.hockley.tx.us/page/hockley.Home>. Important time deadlines exist regarding the RFQ, including the following:

- Written questions regarding the RFQ must be submitted to the County on or before September 11, 2020 at 3:00 p.m. County local time, to the Hon. Sharla Baldrige, County Judge, Hockley County, Texas, Hockley County Courthouse, 802 Houston Street, Ste. 101, Levelland, Texas 79336 (806) 894-6856 (Voice Telephone), (806) 894-6820 (Facsimile), [sbaldridge@hockleycounty.org](mailto:sbaldrige@hockleycounty.org)
- RFQ Responses shall be sealed, marked, addressed and timely delivered by mail, courier, or hand-delivery (as described in the RFQ) to the Hon. Sharla Baldrige, County Judge, Hockley County, Texas, Hockley County

Courthouse, 802 Houston Street, Ste 101, Levelland, Texas 79336, on or before September 18, 2020 at 3:00 p.m. County local time. RFQ Responses delivered after that deadline are subject to rejection by the County.

RFQ Responses properly delivered to the County shall be opened by the Commissioners Court at its public meeting on September 21, 2020 at 9:00 a.m. County local time, at the Hockley County Courthouse, Commissioners Court Courtroom, 802 Houston, Levelland, Texas 79336. Thereafter, and at the same or a subsequent public meeting(s) as allowed by law, the Commissioners Court may conduct the evaluation of the Responses and the final selection of a Certified Public Accountant, Certified Fraud Examiner or auditing firm for the Audit, as described in the RFQ. The County may reject any or all RFQ Responses submitted for the Project and may rely on all protections afforded the County within the competitive procurement procedure allowed by law.

Motion by Commissioner Barnett, second by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the 2021 Hockley County VINE Service Agreement for the VINE (Victim Information & Notification Everyday) Program. As per FY 2021 SAVNS Grant Contract recorded below.



**RE: FY 2021 SAVNS Grant Contract**

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**Contract Number:** 2111227

**Grantee:** Hockley County

**Amount:** \$7,965.18

**Executed:**

**Term:** September 1, 2020 – August 31, 2021

**Budget Coding:**

<b>ORG</b>	<b>PCA</b>	<b>Agy Obj</b>
966	10352	5137

# SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 2111227

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

## SECTION 1. PURPOSE OF THE CONTRACT

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

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 11, 2019. After an evaluation of offers, the OAG identified, certified, and entered into a contract with a single vendor to provide statewide automated victim notification services (“SAVNS Services”). The initial term of the OAG Vendor Certification and Service Agreement (“OAG Certification Agreement”) is/was from September 1, 2019 to August 31, 2020 (“Initial Term”). On June 25, 2020, OAG exercised its right to renew the OAG Certification Agreement with the renewal term to begin on September 1, 2020 and end on August 31, 2022 (“First Renewal Term”). The vendor certified to provide the services is Appriss, Inc., (“Certified Vendor”), a Kentucky corporation authorized to do business in Texas.

## SECTION 2. TERM OF THE CONTRACT

This Grant Contract shall begin on September 1, 2020 and shall terminate August 31, 2021, unless it is terminated earlier in accordance with another provision of this Grant Contract.

## SECTION 3. GRANTEE’S CONTRACTUAL SERVICES

**3.1. Grantee Participating Entity Service Contract.** GRANTEE shall execute a service agreement with the Certified Vendor to provide services consistent with, and subject to the limitations contained in, the OAG Certification Agreement and documents incorporated therein.



Specifically, the Participating Entity Service Contract attached hereto as Exhibit B shall be used by GRANTEE in entering into a contractual relationship with the Certified Vendor. All grant funds provided under this Grant Contract shall be conditioned on the GRANTEE's use of the exemplar Participating Entity Service Contract, as attached hereto, and in addition to any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein. GRANTEE further acknowledges and agrees that no changes or modifications may be made to the Participating Entity Service Contract or to any executed Participating Entity Service Contract between GRANTEE and the Certified Vendor, except as specifically authorized within this Grant Contract in Section 3.1.1 below, as otherwise separately authorized by the OAG in writing, or to accomplish an amendment, renewal, or extension made or otherwise exercised by GRANTEE pursuant to Section 1 therein. Notwithstanding the foregoing, GRANTEE is encouraged to negotiate and include additional terms and conditions individually tailored to meet the GRANTEE's unique needs related to the SAVNS program, only to the extent any such additional terms and conditions do not limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached hereto as Exhibit B.

**3.1.1 Authorized Modifications to the Participating Entity Service Agreement.** GRANTEE is hereby authorized, without additional approval of the OAG, to include additional terms, conditions, or requirements related to the following sections of the Participating Entity Service Agreement as attached hereto as Exhibit B:

- a. 6 Additional Services: GRANTEE may require, negotiate, and include additional terms or conditions relating to the mutual agreement, provision, and payment for Additional Services that do not otherwise modify, impact, or limit the services required under the exemplar Participating Entity Service Agreement;
- b. Section 7.1 Performance Reports: GRANTEE may require reports relating to the performance standards and requirements of the SAVNS system under the exemplar Participating Entity Service Agreement;
- c. Section 7.2 Performance Remedies: GRANTEE may require additional terms or conditions relating to the calculation and withholding mechanism for Certified Vendor's failure to meet its performance requirements the exemplar Participating Entity Service Agreement;
- d. Sections 9.2(a) and 9.2(b)(iii) Standard of Care: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- e. Sections 9.3(b), 9.3(c), and 9.3(d) Information Security: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- f. Section 9.4(b)(iv) Security Breach Procedures: GRANTEE may require

- g. Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;  
Section 9.5 Oversight of Security Compliance: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- h. Section 10.4 Exclusions: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- i. Section 12.1 Limitation of Liability: The Certified Vendor may request a limitation of liability to be included. It is incumbent on the GRANTEE to determine if the proposed limitation is sufficient, permissible under applicable state and local law, and whether or not to include and incorporate such limitation into the Participating Entity Service Agreement;
- j. Section 12.2 Indemnification: GRANTEE may require, negotiate, and include additional or alternative indemnification provisions, to the extent such provisions are permissible under applicable state and local law, either in addition to or in lieu of those included within the Participating Entity Service Agreement; and
- k. Section 14.5 Dispute Resolution: GRANTEE may require specific dispute resolution provisions compliant with its local laws, regulations, and other policies applicable to the GRANTEE.

**3.1.2 Executed Copy of Financial Participating Entity Service Contract Required.** GRANTEE is hereby placed on immediate financial hold, consistent with Section 9.2 of this Grant Contract, and will remain on financial hold until OAG receives an executed copy of the Participating Service Contract along with any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein in accordance with and as required by this section. To the extent the executed Participating Entity Service Contract includes any additional terms or conditions that limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached here as Exhibit B, the GRANTEE will continue to remain on financial hold until GRANTEE provides OAG an executed Participating Service Contract in accordance with and as required by this section and consistent with the exemplar Participating Entity Service Contract as attached here as Exhibit B.

**3.2 Grantee Maintenance Plan.** GRANTEE agrees to establish and follow a “Maintenance Plan.” The Maintenance Plan, at a minimum, will be designed to accomplish the following: make

available offender information that is timely, accurate, and relevant to support the SAVNS Services; verify the Certified Vendor's performance according to the Participating Entity Service Contract; satisfactorily discharge GRANTEE's obligations as described in the Participating Entity Service Contract; and identify and dedicate GRANTEE staff, resources, and equipment necessary to maintain the SAVNS services in the Participating Entity Service Contract.

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

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

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

**3.5 E-Vine Upgrade and Cooperation for Implementation.** As part of the contract award and certification by the OAG, the Certified Vendor will begin transitioning to a new system to deliver the SAVNS services known as "E-Vine" with an expected completion by early FY 2023. E-Vine will provide the GRANTEE enhanced functionality and services such as a Service Provider Directory, an Offender Watch List, a Contact List, a quick escape button and Interactive Voice Response Technology. To facilitate this transition, funds for the E-VINE upgrade costs have been added to this Grant Contract. The Certified Vendor will perform work on the transition to E-Vine throughout the next three years and will bill E-Vine costs on a quarterly basis and in addition to the regular SAVNS maintenance fees. The OAG will advise GRANTEE of any associated transition activities as needed and GRANTEE shall reasonably cooperate with the Certified Vendor in these transition activities.

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

**3.7 Special Conditions.** The OAG may, at its sole discretion, impose additional requirements not specifically provided for in this Contract based on a need for information, ("Special Conditions") on GRANTEE, without notice and without amending this Grant Contract. The

imposition of any Special Conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all Special Conditions are satisfied.

#### **SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS**

##### **4.1 General Matters**

**4.1.1 Required Reports; Form of Reports; Filings with the OAG.** GRANTEE shall forward to the OAG all applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

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

**4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact.** GRANTEE shall submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. Such notice shall be provided, when possible, in advance of such change, but in no event later than ten (10) business days after the effective date of such change. A change in GRANTEE's name requires an amendment to the contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with actual authority to act on behalf of GRANTEE. To change the grant contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

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

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

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

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

**4.1.6 Public Information Act.** GRANTEE acknowledges that information, documents, and communications created or exchanged in the provision of services required by this Grant Contract may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and may be subject to required disclosure in a publicly accessible format at no charge to the State, pursuant to Section 2252.907 of the Texas Government Code.

## **4.2 Programmatic Reports**

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

**4.2.2 Written Explanation of Variance.** GRANTEE shall provide a written explanation to the OAG on a quarterly basis to the extent that the performance of the SAVNS system, the Certified Vendor, or the GRANTEE varies from the projected performance thereof as provided in the Maintenance Plan required by Section 3.2 hereunder. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

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

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

**4.2.4 “Problem Log.”** GRANTEE shall establish a “Problem Log” that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem, and when the problem was resolved. GRANTEE shall provide OAG with any and all Problem Logs at OAG’s request.

### **4.3 Financial Matters**

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

**4.3.2 Quarterly Requests for Reimbursement.** OAG grant funds will be paid on a cost-reimbursement basis no more frequently than quarterly pursuant to the process below. The OAG shall only reimburse actual and allowable allocable costs incurred and paid by GRANTEE during the term of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination or expiration of this contract. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this Grant Contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

a. GRANTEE shall submit a request for reimbursement to the OAG for the prior quarter by the fifth (5th) of the next month following the end of each quarter. The four quarters for each fiscal year covered by the term of this Grant Contract end respectively on November 30, February 28, May 31, and August 31.

b. GRANTEE shall include a verification with its request for reimbursement stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter and incurred the actual and allowable allocable costs for which GRANTEE seeks reimbursement.

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

**4.3.3 Limited Pre-Reimbursement Funding to GRANTEE.** Notwithstanding Section 4.3.2 above, the OAG, may, at its sole discretion, provide limited pre-reimbursement funding for

reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:

- a. A fully executed Participating Entity Services Agreement with the Certified Vendor for the time period covered by this Grant Contract;
- b. An invoice from the Certified Vendor which includes the dates covered under this Grant Contract;
- c. A completed OAG form "Verification of Continuing Production Record" which shall be provided by the OAG upon request;
- d. An invoice to the OAG that complies with the requirements of the OAG; and
- e. A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.

**4.3.3 Fiscal Year End Required Reports.** GRANTEE shall submit fiscal year-end required reports that shall be received by the OAG on or before October 15 of each year covered by the term of this Grant Contract. The year-end reports shall include the following:

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

**4.3.4 Annual Independent Financial Audit Report.** GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR Part 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

**4.3.5 Close Out Invoice** GRANTEE shall submit a final invoice not later than forty-five (45) days after the earlier of (1) the termination of this Grant Contract; or (2) the end of each state fiscal year covered by the term of this Grant Contract.

**4.3.6 Refunds and Deductions.** If the OAG determines that an overpayment of grant funds under this Grant Contract has occurred, such as payments made inadvertently, pre-reimbursement payments that were not expended, or payments made but later determined not to be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG, in its sole discretion, may offset and deduct the amount of the overpayment

from any amount owed as a reimbursement under this Grant Contract, or may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct any amount. GRANTEE and/or the Certified Vendor shall promptly refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

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

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

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

**4.3.10 Debts and Delinquencies.** GRANTEE agrees that any payments due under the grant contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

## **SECTION 5. OBLIGATIONS OF OAG**

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

**5.2 Maximum Liability of OAG.** The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability is void unless supported by a written amendment to this Grant Contract executed between OAG and GRANTEE.

**5.3 Payment of Authorized Costs.** In accordance with the terms of this Grant Contract, the OAG will pay costs as explicitly authorized pursuant to this Grant Contract. The OAG is not obligated to pay unauthorized costs.



**5.4 Contract Not Entitlement or Right.** Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this Grant Contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this Grant Contract is first executed. GRANTEE agrees that nothing in this Grant Contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this Grant Contract.

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

## **SECTION 6. TERMINATION**

**6.1 Termination for Convenience.** Either Party may, at its sole discretion, terminate this Grant Contract, without recourse, liability or penalty, upon providing written notice to the other Party thirty (30) calendar days before the effective date of such termination.

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

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

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

**6.4 Refunds to OAG by GRANTEE.** If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this Grant

Contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this Grant Contract. Such funds include those funds representing the number of months of SAVNS services that were previously invoiced and paid by the OAG under this Grant Contract.

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

## **SECTION 7. AUDIT RIGHTS; RECORDS RETENTION**

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

**7.2 Records Retention.** GRANTEE shall maintain and retain all records as are necessary to fully disclose the extent of services provided under this Grant Contract for a period of seven (7) years after the later of (a) the submission of the last expenditure report required under this Grant Contract, or (b) the full and final resolution of all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving this Grant Contract. The records include, but may not be limited to, the contract, any contract solicitation documents, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

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

**7.4 Access and Audit.** At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Grant Contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this Grant Contract or through a subcontract under this Grant Contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this Grant Contract. All records, books, documents, accounting

procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' notice of any such examination or audit.

**7.5 State Auditor.** In addition to and without limitation on the other audit provisions of this Grant Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this Grant Contract or indirectly through a subcontract under this Grant Contract. The acceptance of funds by GRANTEE or any other entity or person directly under this Grant Contract or indirectly through a subcontract under this Grant Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this Grant Contract. GRANTEE also represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

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

## **SECTION 8. SUBMISSION OF INFORMATION TO THE OAG**

The OAG will designate the proper methods for the delivery of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this contract including but not limited to semi-annual statistical reports, annual performance reports, financial status reports, requests for reimbursement, Annual Compiled Financial Statement Report, and any other reports, notices or information must be submitted in the manner directed by the OAG. The manner of delivery may

be subject to change during the term of the contract, in the sole discretion of the OAG.

## **SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS**

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

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

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

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

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

## **SECTION 10. GENERAL TERMS AND CONDITIONS**

**10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities.** GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, including 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this contract. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement

applies.

**10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances.** GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies including Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, which are incorporated herein by reference, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

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

**10.4 Conflicts of Interest; Disclosure of Conflicts.** GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract.

**10.5 Does Not Boycott Israel.** To the extent required by Texas Government Code Section 2271.002, GRANTEE represents and warrants, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this Grant Contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee. For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Sec. 808.001(1).

**10.6 Law Enforcement Funding.** To the extent applicable, GRANTEE acknowledges that, under article IX, section 4.01 of the General Appropriations Act for the term covered by this Grant Contract, funds may only be expended under this Grant Contract if GRANTEE is in compliance with all rules developed by the Commission on Law Enforcement or if the Commission on Law

Enforcement has certified that GRANTEE is in the process of achieving compliance.

**10.7 Restriction on Abortion Funding.** GRANTEE acknowledges that, under article IX, section 6.25 of the General Appropriations Act for the term covered by this Grant Contract, and except as provided by that Act, funds may not be distributed under this Grant Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

## **SECTION 11. SPECIAL TERMS AND CONDITIONS**

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

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

**GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this Grant Contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers, or any third parties. GRANTEE shall defend, indemnify, and hold harmless OAG and the State of Texas, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorneys fees, and expenses arising out of, or resulting from any acts or omissions of GRANTEE or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the Contract. In the event the State of Texas, the OAG, or any other State of Texas agency are named defendants in any lawsuit, the defense thereof shall be coordinated by GRANTEE with the OAG. GRANTEE may not agree to any settlement without first obtaining the concurrence from OAG. OAG and GRANTEE agree to furnish**

**timely written notice to each other of any such claim.**

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

**11.3 Intellectual Property.** GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property developed or produced out of funds obtained under this Grant Contract, subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. Grantee hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

GRANTEE shall obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the GRANTEE's obligations to the OAG under this Grant Contract. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG such rights, Grantee shall promptly bring such refusal to the attention of the OAG Program Manager for the contract and not proceed with the agreement in question without further authorization from the OAG.

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

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

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

**11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG.** GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this contract without the prior written approval of the OAG. OAG shall maintain the complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any duty under this contract, and the OAG may withhold its approval for any reason or no reason. In the event OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

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

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

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

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

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



**11.12 No Use of Grant Money for Lobbying.** GRANTEE shall not use any grant funds provided by OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office.

**11.13 Texas Public Information Act.** Information, documentation, and other material in connection with this Grant Contract or the underlying grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with OAG, the State of Texas, or any state agency pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to OAG, the State of Texas, or any state agency.

**11.14 Dispute Resolution Process.** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used to resolve any dispute arising under this Contract including specifically any alleged breach of the Contract by OAG.

## **SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS**

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

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

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

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

**12.5 Non-waiver.** The failure of any Party to insist upon strict performance of any of the terms

or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Grant Contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Grant Contract.

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

**12.7 Signature Authority.** The undersigned Parties represent and warrant that the individuals submitting this document are authorized to sign such documents on behalf of the respective parties.

**IN WITNESS HEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS CONTRACT IN MULTIPLE COUNTERPARTS.**

**OFFICE OF THE ATTORNEY  
GENERAL**

Hockley County

DocuSigned by:  
*Mark Penley*  
36E391E4910149B...

DocuSigned by:  
*Sharla Baldrige*  
F1AC1A100FF6470...

Printed Name: Mark Penley  
Office of the Attorney General

Printed Name: Sharla Baldrige  
Authorized Official

**SAVNS MAINTENANCE GRANT CONTRACT**

**OAG Contract No. 2111227**

**EXHIBIT A**

**Population Size:** Small

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

<b>Annual Cost for Jail</b>	<b>Annual Cost for Courts</b>	<b>Annual E-Vine Upgrade Cost</b>	<b>MAXIMUM REIMBURSABLE COSTS</b>
\$5,431.48	\$957.95	\$1,575.75	\$7,965.18

The annual costs listed above will be billed by the Vendor on a quarterly basis pursuant to the terms of Participating entity Service Agreement (Exhibit B). The OAG is not obligated to pay for services prior to the commencement or after the termination of this Grant Contract.

**Exhibit B**  
**FIRST CONTRACT RENEWAL**  
**PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE**  
**STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)**

**Contract No.**

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities");

WHEREAS OAG certified and contracted with **Appriss Inc. ("Vendor")** as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement");

WHEREAS [NAMED ENTITY] as a Participating Entity and VENDOR executed a Participating Services Agreement identified as Contract No. [INSERT CONTRACT NUMBER] under which VENDOR would provide SAVNS to [NAMED ENTITY] (the "Contract");

WHEREAS SECTION 1 of the Contract permitted the [NAMED ENTITY] to, in its sole and absolute discretion, renew the Contract, for four (4) additional one (1) year renewal terms (each a "Renewal Term") to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG exercised its option to renew the OAG Certification Agreement, extending the term thereof to August 31, 2022;

NOW, THEREFORE, THIS **FIRST CONTRACT RENEWAL** is exercised by [NAMED ENTITY] as follows:

The Contract is set to terminate on August 31, 2020. The Contract is hereby renewed, with this First Contract Renewal Term ("First Renewal Term") to begin on September 1, 2020 and end of August 31, 2021. Pursuant to Section 1 of the Contract, this First Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

**[NAMED ENTITY] by:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

**Acknowledged by Appriss, Inc.**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

**Certificate Of Completion**

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Template ID:  
Source Envelope:  
Document Pages: 22  
Certificate Pages: 7  
AutoNav: Enabled  
Envelope Stamping: Disabled  
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed  
Envelope Originator:  
Karly Watson  
PO Box 12548  
Austin, TX 78711-2548  
Karly.Watson@oag.texas.gov  
IP Address: 204.64.50.216

**Record Tracking**

Status: Original  
8/19/2020 5:20:15 PM

Holder: Karly Watson  
Karly.Watson@oag.texas.gov

Location: DocuSign

**Signer Events**

Sharla Baldrige  
sbaldrige@hockleycounty.org  
Security Level: Email, Account Authentication  
(None)

**Signature**

DocuSigned by:  
*Sharla Baldrige*  
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Melissa Foley  
Melissa.Foley@oag.texas.gov  
Deputy Chief, Contracts and Asset Management  
Division  
The Office of the Attorney General of Texas  
Security Level: Email, Account Authentication  
(None)

**Completed**

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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Gene McCleskey  
Gene.McCleskey@oag.texas.gov  
Division Chief, Crime Victim Services Division  
Office of the Attorney General of Texas  
Security Level: Email, Account Authentication  
(None)

**Completed**

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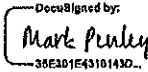
Christina McArthur  
Christina.McArthur@oag.texas.gov  
Office of the Attorney General of Texas  
Signing Group: Financial Litigation - FLD Attorney  
Review  
Security Level: Email, Account Authentication  
(None)

**Completed**

Using IP Address: 204.64.50.212

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**Electronic Record and Signature Disclosure:**  
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ID: 4f6d86e0-99ce-4ca5-b041-356322a7957e

Signer Events	Signature	Timestamp
<p>Joshua Godbey  Joshua.Godbey@oag.texas.gov  Office of the Attorney General of Texas  Signing Group: Joshua Godbey  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p><b>Completed</b>   Using IP Address: 204.64.50.216</p>	<p>Sent: 9/8/2020 8:55:05 AM  Viewed: 9/11/2020 2:30:03 PM  Signed: 9/11/2020 2:30:07 PM</p>
<p>Bruce Williamson  Bruce.Williamson@oag.texas.gov  Office of the Attorney General of Texas  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p><b>Completed</b>   Using IP Address: 204.64.50.216</p>	<p>Sent: 9/11/2020 2:30:09 PM  Viewed: 9/11/2020 2:36:06 PM  Signed: 9/11/2020 2:36:11 PM</p>
<p>Mark Penley  Mark.Penley@oag.texas.gov  Deputy Attorney General for Criminal Justice  Office of the Attorney General of Texas  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p>DocuSigned by:    36EAD1E4310143D...</p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 204.64.50.212</p>	<p>Sent: 9/11/2020 2:36:13 PM  Viewed: 9/15/2020 7:29:49 PM  Signed: 9/15/2020 7:29:57 PM</p>

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<p>Karly Watson  karly.watson@oag.texas.gov  Office of the Attorney General of Texas  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p><b>COPIED</b></p>	<p>Sent: 9/3/2020 6:51:44 AM</p>
<p>FLD Contracts  FLDcontracts@oag.texas.gov  Office of the Attorney General of Texas  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p><b>COPIED</b></p>	<p>Sent: 9/3/2020 6:51:45 AM</p>
<p>Accounting - DocuSign Contracts  ACC_DocuSign_Contracts@oag.texas.gov  Signing Group: Accounting - DocuSign Contracts  Inbox  Security Level: Email, Account Authentication (None)</p>	<p><b>COPIED</b></p>	<p>Sent: 9/15/2020 7:29:59 PM</p>

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Electronic Record and Signature Disclosure:  
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Joshua Alexander  
Joshua.Alexander@oag.texas.gov  
Office of the Attorney General of Texas  
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/15/2020 7:30:01 PM
Certified Delivered	Security Checked	9/15/2020 7:30:01 PM
Signing Complete	Security Checked	9/15/2020 7:30:01 PM
Completed	Security Checked	9/15/2020 7:30:01 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **CONSUMER DISCLOSURE**

From time to time, Office of the Attorney General (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Electronic signature**

An electronic signature is an electronic identifier, created by a computer, attached to or logically associated with an electronic record, executed or adopted by a person with the intent and with the actual authority to sign the record. Your electronic signature has the same legal force and effect as a manual signature. Your electronic signature constitutes your signature, acceptance, and agreement as if you signed in writing.

### **Security standards**

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### **Sending information to and receiving information from us**

The Public Information Act, chapter 552 of the Texas Government Code, applies to all information we send and receive. The Public Information Act protects information from public disclosure if it is confidential by any law or rule. If we receive a written request for information, the Public Information Act requires us to publicly disclose requested information that is not confidential by law or rule or otherwise excepted from public disclosure. If you receive any information from us in error, you are not authorized to read, print, retain, copy, or disseminate the information. Any information you receive in error may be confidential information that cannot be disclosed without violating the criminal provisions of the Public Information Act or Texas Penal Code section 39.06. If you receive information in error, please immediately send an e-mail to [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov) to notify us of the error and delete all copies of the information you received.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record we provided or made available electronically to you through the DocuSign system. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**



If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

**All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Office of the Attorney General**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov)

**To advise Office of the Attorney General of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Office of the Attorney General**

To request delivery from us of paper copies of the notices and disclosures we previously provided to you electronically, you must send us an e-mail to [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Office of the Attorney General**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer time to process.

#### Required hardware and software

Supported Browsers:	DocuSign supports the latest stable release (except where noted) of the following browsers: Chrome, Firefox, Safari, Internet Explorer 11+, Windows Edge
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum (for desktops and laptops
Enabled Security Settings:	Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection. Firewall settings must allow access to the following server: <a href="https://docucdn-a.akamaihd.net">https://docucdn-a.akamaihd.net</a> . DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

#### Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Office of the Attorney General as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made

available to me by Office of the Attorney General during the course of my relationship with you.

Motion by Commissioner Thrash, second by Commissioner Clevenger , 4 Votes Yes, 0 Votes No, that Commissioners Court approved the FY 2021 Statewide Automated Victim Notification Service (SAVNS) Grant contract. As per First Contract Renewal recorded below.

**FIRST CONTRACT RENEWAL  
PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE  
STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)**

**Contract No. 20202144900-401-01**

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities");

WHEREAS OAG certified and contracted with **Appriss Inc. ("Vendor")** as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement");

WHEREAS Hockley County, TX ("Named Entity") as a Participating Entity and VENDOR executed a Participating Services Agreement identified as Contract No. 20192044900-401-01 under which VENDOR would provide SAVNS to Named Entity (the "Contract");

WHEREAS SECTION 1 of the Contract permitted the Named Entity to, in its sole and absolute discretion, renew the Contract, for four (4) additional one (1) year renewal terms (each a "Renewal Term") to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG exercised its option to renew the OAG Certification Agreement, extending the term thereof to August 31, 2022;

NOW, THEREFORE, THIS **FIRST CONTRACT RENEWAL** is exercised by Named Entity as follows:

The Contract is set to terminate on August 31, 2020. The Contract is hereby renewed, with this First Contract Renewal Term ("First Renewal Term") to begin on September 1, 2020 and end of August 31, 2021. Pursuant to Section 1 of the Contract, this First Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

**Named Entity by:**

Sharla Baldridge  
Signature

9-9-2020  
Date

Sharla Baldridge  
Name

Hockley County Judge  
Title

**Acknowledged by Appriss Inc.**

Joshua P. Bruner  
Signature

8/17/2020  
Date

Joshua P. Bruner  
Name

EVP Operations, GM Victim Services & Programs  
Title

Motion by Commissioner Barnett, second by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners Court approved to review and approve the 2020 Joint Election Agreement and the Election Services Contract between Hockley County and Whitharral ISD; Hockley County, City of Levelland and South Plains College; Hockley County and City of Ropesville; and Hockley County and Smyer ISD. As per 2020 Joint Election Agreement's recorded below.

**2020 JOINT ELECTION AGREEMENT**

Between the County of Hockley, City of Levelland, and South Plains College

**AND**

**ELECTION SERVICES CONTRACT**

Between the County Joint Election Administrator

And the Political Subdivisions Listed Above Respectively

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**PRELIMINARY RECITALS**

- WHEREAS Texas Election Code Chapter 271, Joint Elections, authorizes two or more political subdivisions to hold their elections jointly in the election precincts that can be served by common polling places if the elections are to be held on the same day in all or part of the same territory; and
- WHEREAS The City of Levelland, Texas ("City"), Hockley County, Texas ("County"), South Plains College ("College") being the signing parties to this Agreement, shall hold their respective general elections on Tuesday, November 3, 2020.
- WHEREAS The County Joint Election Administrator, Cheryl Smart, hereinafter referred to as "Contracting Officer", along with the Voter Registration/Elections Department (VR/ED) she oversees, and by authority of Section 31.092(a) of the Texas Election Code, enters into this election services contract with each political subdivision holding their respective general election on Tuesday, November 3, 2020 for the conduct and supervision of; and
- WHEREAS the City, and College (also referred to as participating authority(ies)/entity(ies), joint Participants, political subdivisions), and the County have adopted orders, resolutions or other official documents required by their respective governing bodies reciting the terms of this Joint Election Agreement and Election Services Contract ("Agreement"); and
- WHEREAS the City, County, and College find that this Agreement will adequately and conveniently serve all voters in the City, County, and College and will facilitate the orderly conduct of the elections; and

THEREFORE, the County, City, and College agree as follows:

**AGREEMENT**

1. Joint Election Services – County Expense Reimbursement. The County, by and through the Hockley County Voter Registration/Elections Department (VR/ED), a public office of the County under the direction of the Joint Election Administrator (an appointed County officer and employee) agrees to coordinate, supervise and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this Agreement, Notwithstanding anything to the contrary stated in this Agreement, the City and College agree to pay to the County reimbursement for all expenses incurred by the County for elections supplies, services and administrative costs, as described in this Agreement – including without limitation all authorized preparatory expenses accrued and actually incurred by the County in anticipation of an election which is suspended, rescheduled, or cancelled as allowed by law or a Force Majeure Event. The VR/ED will serve as administrator for the election; however, each participating authority remains responsible for the lawful conduct of their respective election.
2. Uniform Election Date Joint elections shall be held Tuesday, November 3, 2020, unless suspended, rescheduled, or cancelled as allowed by law or a Force Majeure Event, including without limitation a: (a) law, rule, order, act or restraint by government, a government official, or a governmental body, regulatory agency,

or court or other tribunal, including without limitation an executive order, proclamation, or other official action by the Governor of Texas, which suspends, reschedules, or cancels an election, or suspends Texas statutes or administrative regulations pertaining to the holding of an election; or (b) certification of unopposed candidates under Section 2.051-2.053 of the Texas Election Code or other authority. If a political subdivision cancels its respective election pursuant to Section 2.053, the VR/ED shall be entitled to receive and administrative fee of \$75.00 [Section 31.100 (d)] and shall prepare and submit an invoice for payment within 60 days after the unofficial notification of cancellation is received. Once the cancellation of the election is formally approved by the respective governing body, the political subdivision shall provide a copy of the certification of cancellation to the VR/ED in order for it to be posted at each affected poll place on Election Day.

3. Voting Equipment. The VR/ED will provide voting machines and equipment, prepare them for in the election including logic and accuracy testing, and transport them (or arrange to have them transported) to the early voting location(s) and the Election Day polling place(s).

4. Election Supplies. The VR/ED will arrange for all necessary election supplies, including but not limited to ballots, election forms, maps, and supplies for election judges, ballot boxes, voting booths, transfer cans, electronic poll book and accessories, etc., and if necessary, instructions and other information needed to enable the election judges to conduct a proper election.

The VR/ED will combine election forms and records in a manner convenient and adequate to record and report the results of the election for each of the participating entities as prescribed by Section 271.009 of the Texas Election Code. Each entity shall use a single ballot specific to the entity containing all the offices or propositions stating measures to be voted on at a particular polling place (Section 271.007 of the Texas Election Code).

Each participating entity will remain the filing authority for applications for a place on the ballot respectively and shall furnish to the VR/ED a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or propositions are to appear on the official ballot in both English and Spanish. The list will be delivered to the VR/ED as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority will be responsible for proofreading and approving the ballot in so far as it pertains to the authority's candidates and /or propositions. The VR/ED will order programming and ballots based on the ballot approval of each participating authority. In the event, a participating authority approved a ballot containing an error, that authority will be solely, financially responsible for all replacement costs of the programming and ballots, along with any additional related expenses (i.e. shipping, etc.).

The VR/ED will be responsible for procuring the election supplies for an election. The ballot allocation will be in accordance to Section 51.005 of the Texas Election Code. In the case of a Local Option election, the ballot allocation will be in accordance to Title 17, Section 501.104 of the Texas Election Code. However, the final ballot order will be calculated and authorized by the VR/ED to ensure sufficient supplies without excessive waste.

5. Election Notices and other Pre-Election Matters

- a. Each authority will post their respective election orders and public elections notices; and provide a copy of the orders and notices with the VR/ED and those issued by VR/ED to each participating authority.
- b. The VR/ED will select and arrange for the use of all voting locations. Voting locations will be, whenever possible, the usual, Court and DOJ approved voting locations for the participating authorities. In the event a voting location is not available or a change has been made for another reason, the VR/ED will arrange for an alternate location or combine it with another and will notify each participating authority of the change.

6. Election Judges, Clerks, and other Election Information



- a. The VR/ED will be responsible for the appointment of the presiding judge and an alternate for each polling location. The VR/ED will arrange for training and compensation of all presiding judges and clerks. If a person is unable or unwilling to serve, the VR/ED will be responsible for the appointment of a replacement judge for the election and notify each participating authority affected by the change.
- b. The VR/ED will take necessary steps to insure that all election judges appointed for the joint election are eligible to serve.
- c. The presiding judge will be responsible for appointing at least two clerks but no more than the maximum prescribed limit and for insuring the eligibility of each appointed clerk hired to assist the judge in the conduct of the election. The VR/ED is available upon request to assist with eligibility questions and/or confirmations.
- d. Each election judge will receive \$10 per hour and each clerk \$8 per hour (for a maximum of 14 hours per day). The Election Judge will receive an additional \$25 for delivering election returns and supplies to the Hockley County Elections Department on Election Night. Election judges and clerks will be paid by Hockley County and the VR/ED shall prepare and submit an invoice to the entities for payment 60 days after the election.

7. Early Voting

- a. All participating entities agree to conduct their early voting jointly (Section 271.006 of the Texas Election Code). Cheryl Smart, Joint Election Administrator for the VR/ED is hereby appointed Early Voting Clerk for the joint early voting as with respect to early voting in person and voting by mail. Additional clerks may be appointed by the Early Voting Clerk as needed to assist in the conduct of the election.
- b. The joint early voting will be conducted at the early voting poll place of the City/College and at minimum, will be the hours that the early voting clerk regularly conducts early voting, and if applicable, will be extended to include any extended or weekend hours.
- c. The Early Voting Clerk may appoint up to eight (8) additional clerks for early voting by personal appearance.
- d. Early voting will be conducted at the following location:

Location: Hockley County Court Annex-Election Office  
 911 Austin St.  
 Levelland, TX 79336

Dates: October 13, 2020 through October 30, 2020 Monday-Friday

Hours: 9:00 a.m. – 5:00 p.m.

EXCEPTION: There will be two 12 hour days during voting:  
 Tuesday, October 13, 2020 and Wednesday, October 14, 2020  
 Early Voting Hours are 7:00 a.m. – 7:00 p.m.

- e. The Early Voting Ballot Board (EVBB), consisting of a presiding judge and at least two other members, will be appointed by the VR/ED who is responsible for appointing EVBB clerks and for the eligibility. The presiding election judge of the EVBB will receive \$10 per hour and clerks will receive \$8 per hour. They will be paid for a minimum of 2 hours. EVBB judge and clerks will be paid by Hockley County and the VR/ED shall prepare and submit an invoice to the entities for payment within 60 days after the election.

8. Election Day

- a. The VR/ED will monitor the polling location on Election Day for adequate supplies, operating voting systems, voter check-in assistance, qualifying voter, etc.
- b. As required by law, the VR/ED will be open on election Day and also available by phone, cell phone, e-mail, and instant messaging (via electronic poll books) to assist all election workers and participating authorities.

## 9. Return of Elections

- a. The VR/ED is responsible for establishing and operating the central counting station in accordance with the provisions of the Texas Election Code and this Agreement.
- b. On election night as ballots arrive for processing, the VR/ED will provide timely reports of election results as soon as the returns are processed and the initial reconciliation is completed. The VR/ED is responsible for releasing totals, reflecting precinct returns via "media report"/"summary report" to include early voting and election day, to the joint participants, candidates, media and general public by distribution of hard copies and/or electronic transmittals. Hockley County will operate an election results center to release election results in the Hockley County Annex located at 911 Austin St., Levelland, TX.
- c. On Election Night, the VR/ED will have a designated area at the Hockley County annex-Election Office to accommodate one representative from each participating entity to observe the election results center operation and receive election results. Internet access via data lines will be available as well if needed. Specific instructions regarding recommended arrival time, entrance access, etc. will be sent out via email to each participating entity before Election Day as instructions may vary with each election.
- d. The VR/ED will be responsible for entering election night returns electronically as required by the Secretary of State's Office. A copy of that filing will be provided to the participating entities.
- e. The VR/ED will prepare, after Election Day, the unofficial canvass report after all precinct returns have been accumulated, and will make available a copy of the unofficial precinct/district returns for canvassing to each participating authority as soon as possible after all returns, provisional and mail ballots have been tabulated; the unofficial precinct/district returns will be available by 12:00 noon on November 16, 2020.
- f. All participating authorities will be responsible for canvassing their respective election returns. As stated in Section 271.012 of the Texas Election Code, the presiding officer of the canvassing authority of each participating entity shall issue certificates of election to candidates elected at the joint election to offices of political subdivisions.
- g. The VR/ED will be responsible for conducting the post-election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Each political subdivision must notify the VR/ED if waiver has been granted or denied upon receipt of notification from the Secretary of State. The VR/ED will post required notice of recount and may require a representative of each participating authority to be present and if necessary, assist with the recount process.
- h. The VR/ED is responsible for entering election results precinct return reporting, also known as the Vote Count List, as required by the Secretary of State.

## 10. Records of Election

- a. The Contracting Officer (Joint Election Administrator) shall serve as the general custodian of election records in accordance with Section 271.010 of the Texas Election Code. However, each participating entity will be the custodian and responsible for pre-election and post-election records for their respective elections to include but not limited to election orders, public election notices, applications for a place on the ballot, candidate drawing documents, campaign finance reports, along with canvassing records and certificates of election, etc.
- b. Election records will be available to each participating authority as well as to the public in accordance with the Public Information Act, Chapter 552 of the Texas Government Code and Chapter 66 of the Texas Election Code.
- c. Records of the election will be retained and disposed of in accordance with the records retention schedule adopted by the VR/ED Joint Election Administrator, and pursuant to the applicable records retention schedule adopted/accepted by the Texas State Library and Archives Commission on December 1, 2017 and in accordance with Chapter 66 of the Texas Election Code.

Election Records shall be kept by the VR/ED for a period of Election Day + 22 months.

- d. If Records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act, the ED/VR will maintain the records until final resolution or until final judgment whichever is applicable. It is the responsibility of any participating authority to bring to the attention of the VR/ED any notice of any pending contest, investigation, litigation, or Texas Public Information Act request which may be filed with a participating authority.
- e. Upon request to maintain records beyond eligibility for preservation according with Section 66.058 of the Texas Election Code, the VR/ED shall supply a written cost estimate for storage to requesting participant.

#### 11. Election Expenses

- a. The participating authorities mutually agree to pay the actual expenses attributable to their portion of the programming, coding, and ballot layout costs.
- b. The cost of any special request from a participant, which is not agreed upon by all authorities, shall be borne by that participant.
- c. The participating authorities mutually agree to share the cost of all election personnel (excluding the Contracting Officer). This will include the early voting election workers, Election Day workers, Early Voting Ballot Board, along with any temporary employees hired to assist with the delivery of equipment and supplies and election workers at the central counting station, etc. On Election Day, only the political subdivisions sharing the polling location will equally share the personnel cost. Any hours worked over forty (40) hours per week by the full-time employees of the VR/ED (shall be monitored and authorized by the Joint Election Administrator) beginning the Friday immediately before early voting begins and concluding the Friday following election day, due to the complexity of the elections, will be paid at one and one half (1 ½) times his/her regular rate and will be a shared cost by all participating authorities.
- d. The participating authorities mutually agree to provide the county-owned election equipment in accordance with Section 123.032 of the Texas Election Code. The voting system to be used in the election is the ES&S Express Vote. One accessible voting system will be provided at each poll location. Early voting equipment will be shared by participating entities.
- e. The City and College shall pay to the county, within (30) days of receipt of a county invoice, all accrued and incurred County Election expenses authorized for reimbursement to the County by this Agreement.

#### 12. Waiver of Damages

The Participating Authorities acknowledge that the electronic voting system and the programming of paper ballots is highly technical and that it is conceivable that despite the effort of the VR/ED it might fail during an election or might contain errors. They also acknowledge that joint election present logistical problems and other problems over and above elections that may be conducted individually. Hockley County, the elected officials assigned herein, or any of their employees or agents will use their best efforts to help ensure that a joint election will be conducted without error or mishap, but on occasion, errors or mishaps occur. Accordingly, the Participating Authorities agree that should an error or mishap occur, they will not make any claim against Hockley County, the elected officials assigned herein, or any of their employees, or agents for damages of any kind including but not limited to damages incurred for having to conduct a second election as a result of such error or mishap.

To the extent possible by law, if legal action is filed against any of the Participating Authorities involving its' respective election and if, the county and/or the elected officials assigned herein or any of their employees or agents is named as a party to this legal action and the complaint is based solely on allegations made against that particular political subdivision, then that political subdivision, Participating Authority, shall be solely responsible for the costs and defense of that suit and shall be authorized to provide counsel of its choice for the County and/or the elected officials assigned herein or any of their employees, or agents.

The VR/ED will print multiple original documents and facilitate the coordination between the participating authorities and their respective governing bodies in order for each to have an original, signed and completed contract for each authority's records. The VR/ED shall file a copy of this executed contract.

13. Interpretation

Unless otherwise designated in this Agreement, "Force Majeure Event" shall mean the following events, to the extent they are not reasonably within the control of the County, and should the County claim a reason to excuse timely performance of this Agreement or the suspension of said timely performance because of one or more of said events: (i) acts of God; (ii) civil disturbances and disturbances caused by the public enemy; (iii) strikes, lockouts or other worker disputes; (iv) wars, blockades, insurrections, or riots; (v) pandemics or epidemics; (vi) landslides, lightning, earthquakes, fires, storms, floods, high-water washouts, or other inclement weather, natural disasters, or fire events; (vii) explosions, breakage, or accident to machinery or equipment; (viii) inability to obtain or delays in obtaining necessary governmental approval or documents in order to conduct an election (provided the County first used reasonable efforts to obtain the same); or (iv) laws, rules, orders, acts or restraint by government, a government official, or a governmental body, regulatory agency, or court or other tribunal, including without limitation an executive order, proclamation, or other official action by the Governor of Texas suspending, rescheduling, or cancelling an election, or suspending Texas Statutes or administrative regulations pertaining to the holding of an election.

The past, present, or future tense shall each include the other, the masculine, feminine, or neuter gender shall each include the other, and the singular and plural number shall include the other where necessary for a correct meaning in this Agreement. All statements made in the preamble and preliminary recitals of this Agreement are incorporated by reference. This agreement is subject to all protections afforded to a signing party pursuant to a proper application of the doctrine of governmental immunity.

14. Occurrence of Force Majeure Event

Should the County be rendered unable by an authorized Force Majeure Event to carry out its obligations under this Agreement, the obligation of the County, so far as it is affected by said event, shall be suspended during the continuance of the authorized Force Majeure Event, but for no longer period, and the Force Majeure Event shall so far as possible be remedied with all reasonable dispatch if allowed by law, and further: (a) the County shall give prompt notice (but not later than 30 days after the occurrence of said event) and a reasonably full explanation of said event to the other signing parties of this Agreement; (b) the County shall take all reasonable action within its power to remove the basis for non-performance (including securing alternative supply sources, if available); and (c) after doing so, the County shall resume performance as soon as possible if authorized by law to proceed. It is agreed that the settlement of strikes or lockouts or the resolution of differences with workers shall be entirely within the discretion of the County, and regarding those circumstances, the above requirement that any Force Majeure Event shall be remedied with all reasonable dispatch shall not require the settlement by the County of strikes, lockouts or worker differences by acceding to the demands of the opposition in such disputes, when to do so would be inadvisable in the reasonably exercised discretion of the County.

**EXECUTION**

**SIGNED AND ENTERED** into this joint **Agreement** the \_\_\_\_\_ day of \_\_\_\_\_, 2020 in duplicate originals.

**HOCKLEY COUNTY, TEXAS**

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

*Cheryl Smart*

\_\_\_\_\_  
Cheryl Smart, Joint Election Administrator

**THE CITY OF LEVELLAND**

*Barbra Pinner*

\_\_\_\_\_  
Barbra Pinner, Mayor

*Andrea Corley*

\_\_\_\_\_  
Andrea Corley, City Secretary

**SOUTH PLAINS COLLEGE**

\_\_\_\_\_  
Dr. Robin Satterwhite, President

\_\_\_\_\_  
Ronnie Watkins, Dean of Administrative Services

EXECUTION

SIGNED AND ENTERED into this joint Agreement the 24 day of August, 2020 in duplicate originals.

HOCKLEY COUNTY, TEXAS

Sharla Baldrige 9-8-2020  
Sharla Baldrige, County Judge

\_\_\_\_\_  
Cheryl Smart, Joint Election Administrator

THE CITY OF LEVELLAND

\_\_\_\_\_  
Barbra Pinner, Mayor

\_\_\_\_\_  
Andrea Corley, City Secretary

SOUTH PLAINS COLLEGE

12 Satterwhite  
Dr. Robin Satterwhite, President

Ronnie Watkins  
Ronnie Watkins, Dean of Administrative Services

**2020 JOINT ELECTION AGREEMENT**

Between the County of Hockley, and Whitharral ISD

**AND**

**ELECTION SERVICES CONTRACT**

Between the County Joint Election Administrator

And the Political Subdivision(s) Listed Above Respectively

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**PRELIMINARY RECITALS**

- WHEREAS Texas Election Code Chapter 271, Joint Elections, authorizes two or more political subdivisions to hold their elections jointly in the election precincts that can be served by common polling places if the elections are to be held on the same day in all or part of the same territory; and
- WHEREAS Whitharral ISD (“WISD”), Hockley County, Texas (“County”) being the signing party (ies)s to this Agreement, shall hold their respective general elections on Tuesday, November 3, 2020.
- WHEREAS The County Joint Election Administrator, Cheryl Smart, hereinafter referred to as “Contracting Officer”, along with the Voter Registration/Elections Department (VR/ED) she oversees, and by authority of Section 31.092(a) of the Texas Election Code, enters into this election services contract with each political subdivision holding their respective general election on Tuesday, November 3, 2020 for the conduct and supervision of; and
- WHEREAS WISD (also referred to as participating authority(ies)/entity(ies), joint Participants, political subdivisions), and the County have adopted orders, resolutions or other official documents required by their respective governing bodies reciting the terms of this Joint Election Agreement and Election Services Contract (“Agreement”); and
- WHEREAS WISD, and County find that this Agreement will adequately and conveniently serve all voters in the WISD, and County and will facilitate the orderly conduct of the elections; and

THEREFORE, the County, and WISD agree as follows:

**AGREEMENT**

1. Joint Election Services – County Expense Reimbursement. The County, by and through the Hockley County Voter Registration/Elections Department (VR/ED), a public office of the County under the direction of the Joint Election Administrator (an appointed County officer and employee) agrees to coordinate, supervise and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this Agreement, Notwithstanding anything to the contrary stated in this Agreement, WISD agrees to pay to the County reimbursement for all expenses incurred by the County for elections supplies, services and administrative costs, as described in this Agreement – including without limitation all authorized preparatory expenses accrued and actually incurred by the County in anticipation of an election which is suspended, rescheduled, or cancelled as allowed by law or a Force Majeure Event. The VR/ED will serve as administrator for the election; however, each participating authority remains responsible for the lawful conduct of their respective election.
2. Uniform Election Date Joint elections shall be held Tuesday, November 3, 2020, unless suspended, rescheduled, or cancelled as allowed by law or a Force Majeure Event, including without limitation a: (a) law, rule, order, act or restraint by government, a government official, or a governmental body, regulatory agency,

or court or other tribunal, including without limitation an executive order, proclamation, or other official action by the Governor of Texas, which suspends, reschedules, or cancels an election, or suspends Texas statutes or administrative regulations pertaining to the holding of an election; or (b) certification of unopposed candidates under Section 2.051-2.053 of the Texas Election Code or other authority. If a political subdivision cancels its respective election pursuant to Section 2.053, the VR/ED shall be entitled to receive and administrative fee of \$75.00 [Section 31.100 (d)] and shall prepare and submit an invoice for payment within 60 days after the unofficial notification of cancellation is received. Once the cancellation of the election is formally approved by the respective governing body, the political subdivision shall provide a copy of the certification of cancellation to the VR/ED in order for it to be posted at each affected poll place on Election Day.

3. Voting Equipment. The VR/ED will provide voting machines and equipment, prepare them for in the election including logic and accuracy testing, and transport them (or arrange to have them transported) to the early voting location(s) and the Election Day polling place(s).

4. Election Supplies. The VR/ED will arrange for all necessary election supplies, including but not limited to ballots, election forms, maps, and supplies for election judges, ballot boxes, voting booths, transfer cans, electronic poll book and accessories, etc., and if necessary, instructions and other information needed to enable the election judges to conduct a proper election.

The VR/ED will combine election forms and records in a manner convenient and adequate to record and report the results of the election for each of the participating entities as prescribed by Section 271.009 of the Texas Election Code. Each entity shall use a single ballot specific to the entity containing all the offices or propositions stating measures to be voted on at a particular polling place (Section 271.007 of the Texas Election Code).

Each participating entity will remain the filing authority for applications for a place on the ballot respectively and shall furnish to the VR/ED a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or propositions are to appear on the official ballot in both English and Spanish. The list will be delivered to the VR/ED as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority will be responsible for proofreading and approving the ballot in so far as it pertains to the authority's candidates and /or propositions. The VR/ED will order programming and ballots based on the ballot approval of each participating authority. In the event, a participating authority approved a ballot containing an error, that authority will be solely, financially responsible for all replacement costs of the programming and ballots, along with any additional related expenses (i.e. shipping, etc.).

The VR/ED will be responsible for procuring the election supplies for an election. The ballot allocation will be in accordance to Section 51.005 of the Texas Election Code. In the case of a Local Option election, the ballot allocation will be in accordance to Title 17, Section 501.104 of the Texas Election Code. However, the final ballot order will be calculated and authorized by the VR/ED to ensure sufficient supplies without excessive waste.

5. Election Notices and other Pre-Election Matters

- a. Each authority will post their respective election orders and public elections notices; and provide a copy of the orders and notices with the VR/ED and those issued by VR/ED to each participating authority.
- b. The VR/ED will select and arrange for the use of all voting locations. Voting locations will be, whenever possible, the usual, Court and DOJ approved voting locations for the participating authorities. In the event a voting location is not available or a change has been made for another reason, the VR/ED will arrange for an alternate location or combine it with another and will notify each participating authority of the change.

6. Election Judges, Clerks, and other Election Information



- a. The VR/ED will be responsible for the appointment of the presiding judge and an alternate for each polling location. The VR/ED will arrange for training and compensation of all presiding judges and clerks. If a person is unable or unwilling to serve, the VR/ED will be responsible for the appointment of a replacement judge for the election and notify each participating authority affected by the change.
- b. The VR/ED will take necessary steps to insure that all election judges appointed for the joint election are eligible to serve.
- c. The presiding judge will be responsible for appointing at least two clerks but no more than the maximum prescribed limit and for insuring the eligibility of each appointed clerk hired to assist the judge in the conduct of the election. The VR/ED is available upon request to assist with eligibility questions and/or confirmations.
- d. Each election judge will receive \$10 per hour and each clerk \$8 per hour (for a maximum of 14 hours per day). The Election Judge will receive an additional \$25 for delivering election returns and supplies to the Hockley County Elections Department on Election Night. Election judges and clerks will be paid by Hockley County and the VR/ED shall prepare and submit an invoice to the entities for payment 60 days after the election.

7. Early Voting

- a. All participating entities agree to conduct their early voting jointly (Section 271.006 if the Texas Election Code). Cheryl Smart, Joint Election Administrator for the VR/ED is hereby appointed Early Voting Clerk for the joint early voting as with respect to early voting in person and voting by mail. Additional clerks may be appointed by the Early Voting Clerk as needed to assist in the conduct of the election.
- b. The joint early voting will be conducted at the early voting poll place of the City and at minimum, will be the hours that the early voting clerk regularly conducts early voting, and if applicable, will be extended to include any extended or weekend hours.
- c. The Early Voting Clerk may appoint up to eight (8) additional clerks for early voting by personal appearance.
- d. Early voting will be conducted at the following location:

Location: Hockley County Elections Office  
 911 Austin St.  
 Levelland, TX 79336

Dates: October 13, 2020 through October 30, 2020 Monday-Friday

Hours: 9:00 a.m. – 5:00 p.m.

EXCEPTION: There will be two twelve hour days during voting:  
 Tuesday, October 13, 2020 and Wednesday, October 14, 2020  
 Early Voting Hours are 7:00 a.m. – 7:00 p.m.

- e. The Early Voting Ballot Board (EVBB), consisting of a presiding judge and at least two other members, will be appointed by the VR/ED who is responsible for appointing EVBB clerks and for the eligibility. The presiding election judge of the EVBB will receive \$10 per hour and clerks will receive \$8 per hour. They will be paid for a minimum of 2 hours. EVBB judge and clerks will be paid by Hockley County and the VR/ED shall prepare and submit an invoice to the entities for payment within 60 days after the election.

8. Election Day

- a. The VR/ED will monitor the polling location on Election Day for adequate supplies, operating voting systems, voter check-in assistance, qualifying voter, etc.
- b. As required by law, the VR/ED will be open on election Day and also available by phone, cell phone, e-mail, and instant messaging (via electronic poll books) to assist all election workers and participating authorities.

9. Return of Elections

- a. The VR/ED is responsible for establishing and operating the central counting station in accordance with the provisions of the Texas Election Code and this Agreement.
- b. On election night as ballots arrive for processing, the VR/ED will provide timely reports of election results as soon as the returns are processed and the initial reconciliation is completed. The VR/ED is responsible for releasing totals, reflecting precinct returns via "media report"/"summary report" to include early voting and election day, to the joint participants, candidates, media and general public by distribution of hard copies and/or electronic transmittals. Hockley County will operate an election results center to release election results in the Hockley County Annex located at 911 Austin St., Levelland, TX.
- c. On Election Night, the VR/ED will have a designated area at the Hockley County annex-Election Office to accommodate one representative from each participating entity to observe the election results center operation and receive election results. Internet access via data lines will be available as well if needed. Specific instructions regarding recommended arrival time, entrance access, etc. will be sent out via email to each participating entity before Election Day as instructions may vary with each election.
- d. The VR/ED will be responsible for entering election night returns electronically as required by the Secretary of State's Office. A copy of that filing will be provided to the participating entities.
- e. The VR/ED will prepare, after Election Day, the unofficial canvass report after all precinct returns have been accumulated, and will make available a copy of the unofficial precinct/district returns for canvassing to each participating authority as soon as possible after all returns, provisional and mail ballots have been tabulated; the unofficial precinct/district returns will be available by 12:00 noon on November 16, 2020.
- f. All participating authorities will be responsible for canvassing their respective election returns. As stated in Section 271.012 of the Texas Election Code, the presiding officer of the canvassing authority of each participating entity shall issue certificates of election to candidates elected at the joint election to offices of political subdivisions.
- g. The VR/ED will be responsible for conducting the post-election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Each political subdivision must notify the VR/ED if waiver has been granted or denied upon receipt of notification from the Secretary of State. The VR/ED will post required notice of recount and may require a representative of each participating authority to be present and if necessary, assist with the recount process.
- h. The VR/ED is responsible for entering election results precinct return reporting, also known as the Vote Count List, as required by the Secretary of State.

10. Records of Election

- a. The Contracting Officer (Joint Election Administrator) shall serve as the general custodian of election records in accordance with Section 271.010 of the Texas Election Code. However, each participating entity will be the custodian and responsible for pre-election and post-election records for their respective elections to include but not limited to election orders, public election notices, applications for a place on the ballot, candidate drawing documents, campaign finance reports, along with canvassing records and certificates of election, etc.
- b. Election records will be available to each participating authority as well as to the public in accordance with the Public Information Act, Chapter 552 of the Texas Government Code and Chapter 66 of the Texas Election Code.
- c. Records of the election will be retained and disposed of in accordance with the records retention schedule adopted by the VR/ED Joint Election Administrator, and pursuant to the applicable records retention schedule adopted/accepted by the Texas State Library and Archives Commission on December 1, 2017 and in accordance with Chapter 66 of the Texas Election Code.

Election Records shall be kept by the VR/ED for a period of Election Day + 22 months.

- d. If Records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act, the ED/VR will maintain the records until final resolution or until final judgment whichever is applicable. It is the responsibility of any participating authority to bring to the attention of the VR/ED any notice of any pending contest, investigation, litigation, or Texas Public Information Act request which may be filed with a participating authority.
- e. Upon request to maintain records beyond eligibility for preservation according with Section 66.058 of the Texas Election Code, the VR/ED shall supply a written cost estimate for storage to requesting participant.

#### 11. Election Expenses

- a. The participating authorities mutually agree to pay the actual expenses attributable to their portion of the programming, coding, and ballot layout costs.
- b. The cost of any special request from a participant, which is not agreed upon by all authorities, shall be borne by that participant.
- c. The participating authorities mutually agree to share the cost of all election personnel (excluding the Contracting Officer). This will include the early voting election workers, Election Day workers, Early Voting Ballot Board, along with any temporary employees hired to assist with the delivery of equipment and supplies and election workers at the central counting station, etc. On Election Day, only the political subdivisions sharing the polling location will equally share the personnel cost. Any hours worked over forty (40) hours per week by the full-time employees of the VR/ED (shall be monitored and authorized by the Joint Election Administrator) beginning the Friday immediately before early voting begins and concluding the Friday following election day, due to the complexity of the elections, will be paid at one and one half (1 ½) times his/her regular rate and will be a shared cost by all participating authorities.
- d. The participating authorities mutually agree to provide the county-owned election equipment in accordance with Section 123.032 of the Texas Election Code. The voting system to be used in the election is the ES&S Express Vote. One accessible voting system will be provided at each poll location. Early voting equipment will be shared by participating entities.
- e. The City and College shall pay to the county, within (30) days of receipt of a county invoice, all accrued and incurred County Election expenses authorized for reimbursement to the County by this Agreement.

#### 12. Waiver of Damages

The Participating Authorities acknowledge that the electronic voting system and the programming of paper ballots is highly technical and that it is conceivable that despite the effort of the VR/ED it might fail during an election or might contain errors. They also acknowledge that joint election present logistical problems and other problems over and above elections that may be conducted individually. Hockley County, the elected officials assigned herein, or any of their employees or agents will use their best efforts to help ensure that a joint election will be conducted without error or mishap, but on occasion, errors or mishaps occur. Accordingly, the Participating Authorities agree that should an error or mishap occur, they will not make any claim against Hockley County, the elected officials assigned herein, or any of their employees, or agents for damages of any kind including but not limited to damages incurred for having to conduct a second election as a result of such error or mishap.

To the extent possible by law, if legal action is filed against any of the Participating Authorities involving its' respective election and if, the county and/or the elected officials assigned herein or any of their employees or agents is named as a party to this legal action and the complaint is based solely on allegations made against that particular political subdivision, then that political subdivision, Participating Authority, shall be solely responsible

for the costs and defense of that suit and shall be authorized to provide counsel of its choice for the County and/or the elected officials assigned herein or any of their employees, or agents.

The VR/ED will print multiple original documents and facilitate the coordination between the participating authorities and their respective governing bodies in order for each to have an original, signed and completed contract for each authority's records. The VR/ED shall file a copy of this executed contract.

13. Interpretation

Unless otherwise designated in this Agreement, "Force Majeure Event" shall mean the following events. to the extent they are not reasonably within the control of the County, and should the County claim a reason to excuse timely performance of this Agreement or the suspension of said timely performance because of one or more of said events: (i) acts of God; (ii) civil disturbances and disturbances caused by the public enemy; (iii) strikes, lockouts or other worker disputes; (iv) wars, blockades, insurrections, or riots; (v) pandemics or epidemics; (vi) landslides, lightning, earthquakes, fires, storms, floods, high-water washouts, or other inclement weather, natural disasters, or fire events; (vii) explosions, breakage, or accident to machinery or equipment; (viii) inability to obtain or delays in obtaining necessary governmental approval or documents in order to conduct an election (provided the County first used reasonable efforts to obtain the same); or (iv) laws, rules, orders, acts or restraint by government, a government official, or a governmental body, regulatory agency, or court or other tribunal, including without limitation an executive order, proclamation, or other official action by the Governor of Texas suspending, rescheduling, or cancelling an election, or suspending Texas Statutes or administrative regulations pertaining to the holding of an election.

The past, present, or future tense shall each include the other, the masculine, feminine, or neuter gender shall each include the other, and the singular and plural number shall include the other where necessary for a correct meaning in this Agreement. All statements made in the preamble and preliminary recitals of this Agreement are incorporated by reference. This agreement is subject to all protections afforded to a signing party pursuant to a proper application of the doctrine of governmental immunity.


14. Occurrence of Force Majeure Event

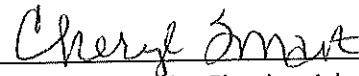
Should the County be rendered unable by an authorized Force Majeure Event to carry out its obligations under this Agreement, the obligation of the County, so far as it is affected by said event, shall be suspended during the continuance of the authorized Force Majeure Event, but for no longer period, and the Force Majeure Event shall so far as possible be remedied with all reasonable dispatch if allowed by law, and further: (a) the County shall give prompt notice (but not later than 30 days after the occurrence of said event) and a reasonably full explanation of said event to the other signing parties of this Agreement; (b) the County shall take all reasonable action within its power to remove the basis for non-performance (including securing alternative supply sources, if available); and (c) after doing so, the County shall resume performance as soon as possible if authorized by law to proceed. It is agreed that the settlement of strikes or lockouts or the resolution of differences with workers shall be entirely within the discretion of the County, and regarding those circumstances, the above requirement that any Force Majeure Event shall be remedied with all reasonable dispatch shall not require the settlement by the County of strikes, lockouts or worker differences by acceding to the demands of the opposition in such disputes, when to do so would be inadvisable in the reasonably exercised discretion of the County.

**EXECUTION**

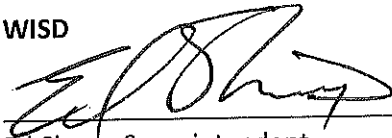
**SIGNED AND ENTERED** into this joint Agreement the 9th day of Sept., 2020 in duplicate originals.

**HOCKLEY COUNTY, TEXAS**

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

  
\_\_\_\_\_  
Cheryl Smart, Joint Election Administrator

**WISD**

  
\_\_\_\_\_  
Ed Sharp, Superintendent

**2020 JOINT ELECTION AGREEMENT**

Between the County of Hockley, and Smyer ISD

**AND**

**ELECTION SERVICES CONTRACT**

Between the County Joint Election Administrator

And the Political Subdivision(s) Listed Above Respectively

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**PRELIMINARY RECITALS**

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- WHEREAS Smyer ISD (“SISD”), Hockley County, Texas (“County”) being the signing party (ies)s to this Agreement, shall hold their respective general elections on Tuesday, November 3, 2020.
- WHEREAS The County Joint Election Administrator, Cheryl Smart, hereinafter referred to as “Contracting Officer”, along with the Voter Registration/Elections Department (VR/ED) she oversees, and by authority of Section 31.092(a) of the Texas Election Code, enters into this election services contract with each political subdivision holding their respective general election on Tuesday, November 3, 2020 for the conduct and supervision of; and
- WHEREAS SISD (also referred to as participating authority(ies)/entity(ies), joint Participants, political subdivisions), and the County have adopted orders, resolutions or other official documents required by their respective governing bodies reciting the terms of this Joint Election Agreement and Election Services Contract (“Agreement”); and
- WHEREAS SISD, and County find that this Agreement will adequately and conveniently serve all voters in the WISD, and County and will facilitate the orderly conduct of the elections; and

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**AGREEMENT**

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or court or other tribunal, including without limitation an executive order, proclamation, or other official action by the Governor of Texas, which suspends, reschedules, or cancels an election, or suspends Texas statutes or administrative regulations pertaining to the holding of an election; or (b) certification of unopposed candidates under Section 2.051-2.053 of the Texas Election Code or other authority. If a political subdivision cancels its respective election pursuant to Section 2.053, the VR/ED shall be entitled to receive an administrative fee of \$75.00 [Section 31.100 (d)] and shall prepare and submit an invoice for payment within 60 days after the unofficial notification of cancellation is received. Once the cancellation of the election is formally approved by the respective governing body, the political subdivision shall provide a copy of the certification of cancellation to the VR/ED in order for it to be posted at each affected poll place on Election Day.

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- c. The Early Voting Clerk may appoint up to eight (8) additional clerks for early voting by personal appearance.
- d. Early voting will be conducted at the following location:

Location:	Hockley County Elections Office 911 Austin St. Levelland, TX 79336
Dates:	October 13, 2020 through October 30, 2020 Monday-Friday
Hours:	9:00 a.m. – 5:00 p.m.

- e. The Early Voting Ballot Board (EVBB), consisting of a presiding judge and at least two other members, will be appointed by the VR/ED who is responsible for appointing EVBB clerks and for the eligibility. The presiding election judge of the EVBB will receive \$10 per hour and clerks will receive \$8 per hour. They will be paid for a minimum of 2 hours. EVBB judge and clerks will be paid by Hockley County and the VR/ED shall prepare and submit an invoice to the entities for payment within 60 days after the election.

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- c. On Election Night, the VR/ED will have a designated area at the Hockley County annex-Election Office to accommodate one representative from each participating entity to observe the election results center operation and receive election results. Internet access via data lines will be available as well if needed. Specific instructions regarding recommended arrival time, entrance access, etc. will be sent out via email to each participating entity before Election Day as instructions may vary with each election.
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- h. The VR/ED is responsible for entering election results precinct return reporting, also known as the Vote Count List, as required by the Secretary of State.

#### 10. Records of Election

- a. The Contracting Officer (Joint Election Administrator) shall serve as the general custodian of election records in accordance with Section 271.010 of the Texas Election Code. However, each participating entity will be the custodian and responsible for pre-election and post-election records for their respective elections to include but not limited to election orders, public election notices, applications for a place on the ballot, candidate drawing documents, campaign finance reports, along with canvassing records and certificates of election, etc.
- b. Election records will be available to each participating authority as well as to the public in accordance with the Public Information Act, Chapter 552 of the Texas Government Code and Chapter 66 of the Texas Election Code.
- c. Records of the election will be retained and disposed of in accordance with the records retention schedule adopted by the VR/ED Joint Election Administrator, and pursuant to the applicable records retention schedule adopted/accepted by the Texas State Library and Archives Commission on December 1, 2017 and in accordance with Chapter 66 of the Texas Election Code.

Election Records shall be kept by the VR/ED for a period of Election Day + 22 months.

- d. If Records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act, the ED/VR will maintain the records until final resolution or until final judgment whichever is applicable. It is the responsibility of any participating authority to bring to the attention of the VR/ED any notice of any pending contest, investigation, litigation, or Texas Public Information Act request which may be filed with a participating authority.
- e. Upon request to maintain records beyond eligibility for preservation according with Section 66.058 of the Texas Election Code, the VR/ED shall supply a written cost estimate for storage to requesting participant.

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- a. The participating authorities mutually agree to pay the actual expenses attributable to their portion of the programming, coding, and ballot layout costs.
- b. The cost of any special request from a participant, which is not agreed upon by all authorities, shall be borne by that participant.
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- e. The City and College shall pay to the county, within (30) days of receipt of a county invoice, all accrued and incurred County Election expenses authorized for reimbursement to the County by this Agreement.

#### 12. Waiver of Damages

The Participating Authorities acknowledge that the electronic voting system and the programming of paper ballots is highly technical and that it is conceivable that despite the effort of the VR/ED it might fail during an election or might contain errors. They also acknowledge that joint election present logistical problems and other problems over and above elections that may be conducted individually. Hockley County, the elected officials assigned herein, or any of their employees or agents will use their best efforts to help ensure that a joint election will be conducted without error or mishap, but on occasion, errors or mishaps occur. Accordingly, the Participating Authorities agree that should an error or mishap occur, they will not make any claim against Hockley County, the elected officials assigned herein, or any of their employees, or agents for damages of any kind including but not limited to damages incurred for having to conduct a second election as a result of such error or mishap.

To the extent possible by law, if legal action is filed against any of the Participating Authorities involving its' respective election and if, the county and/or the elected officials assigned herein or any of their employees or agents is named as a party to this legal action and the complaint is based solely on allegations made against that particular political subdivision, then that political subdivision, Participating Authority, shall be solely responsible for the costs and defense of that suit and shall be authorized to provide counsel of its choice for the County and/or the elected officials assigned herein or any of their employees, or agents.

The VR/ED will print multiple original documents and facilitate the coordination between the participating authorities and their respective governing bodies in order for each to have an original, signed and completed contract for each authority's records. The VR/ED shall file a copy of this executed contract.

13. Interpretation

Unless otherwise designated in this Agreement, "Force Majeure Event" shall mean the following events, to the extent they are not reasonably within the control of the County, and should the County claim a reason to excuse timely performance of this Agreement or the suspension of said timely performance because of one or more of said events: (i) acts of God; (ii) civil disturbances and disturbances caused by the public enemy; (iii) strikes, lockouts or other worker disputes; (iv) wars, blockades, insurrections, or riots; (v) pandemics or epidemics; (vi) landslides, lightning, earthquakes, fires, storms, floods, high-water washouts, or other inclement weather, natural disasters, or fire events; (vii) explosions, breakage, or accident to machinery or equipment; (viii) inability to obtain or delays in obtaining necessary governmental approval or documents in order to conduct an election (provided the County first used reasonable efforts to obtain the same); or (iv) laws, rules, orders, acts or restraint by government, a government official, or a governmental body, regulatory agency, or court or other tribunal, including without limitation an executive order, proclamation, or other official action by the Governor of Texas suspending, rescheduling, or cancelling an election, or suspending Texas Statutes or administrative regulations pertaining to the holding of an election.

The past, present, or future tense shall each include the other, the masculine, feminine, or neuter gender shall each include the other, and the singular and plural number shall include the other where necessary for a correct meaning in this Agreement. All statements made in the preamble and preliminary recitals of this Agreement are incorporated by reference. This agreement is subject to all protections afforded to a signing party pursuant to a proper application of the doctrine of governmental immunity.

14. Occurrence of Force Majeure Event

Should the County be rendered unable by an authorized Force Majeure Event to carry out its obligations under this Agreement, the obligation of the County, so far as it is affected by said event, shall be suspended during the continuance of the authorized Force Majeure Event, but for no longer period, and the Force Majeure Event shall so far as possible be remedied with all reasonable dispatch if allowed by law, and further: (a) the County shall give prompt notice (but not later than 30 days after the occurrence of said event) and a reasonably full explanation of said event to the other signing parties of this Agreement; (b) the County shall take all reasonable action within its power to remove the basis for non-performance (including securing alternative supply sources, if available); and (c) after doing so, the County shall resume performance as soon as possible if authorized by law to proceed. It is agreed that the settlement of strikes or lockouts or the resolution of differences with workers shall be entirely within the discretion of the County, and regarding those circumstances, the above requirement that any Force Majeure Event shall be remedied with all reasonable dispatch shall not require the settlement by the County of strikes, lockouts or worker differences by acceding to the demands of the opposition in such disputes, when to do so would be inadvisable in the reasonably exercised discretion of the County.

**EXECUTION**

**SIGNED AND ENTERED** into this joint Agreement the 9<sup>th</sup> day of Sept., 2020 in duplicate originals.

**HOCKLEY COUNTY, TEXAS**

Sharla Baldrige  
Sharla Baldrige, County Judge

Cheryl Smart  
Cheryl Smart, Joint Election Administrator

**SISD**

Chris Wade  
Chris Wade, Smyer ISD Superintendent

Donna Robertson  
Donna Robertson, SISD Business Management

**2020 JOINT ELECTION AGREEMENT**

Between the County of Hockley, and City of Ropesville

**AND**

**ELECTION SERVICES CONTRACT**

Between the County Joint Election Administrator

And the Political Subdivision(s) Listed Above Respectively

**PRELIMINARY RECITALS**

- WHEREAS Texas Election Code Chapter 271, Joint Elections, authorizes two or more political subdivisions to hold their elections jointly in the election precincts that can be served by common polling places if the elections are to be held on the same day in all or part of the same territory; and
- WHEREAS The City of Ropesville, Texas ("City"), Hockley County, Texas ("County") being the signing party (ies)s to this Agreement, shall hold their respective general elections on Tuesday, November 3, 2020.
- WHEREAS The County Joint Election Administrator, Cheryl Smart, hereinafter referred to as "Contracting Officer", along with the Voter Registration/Elections Department (VR/ED) she oversees, and by authority of Section 31.092(a) of the Texas Election Code, enters into this election services contract with each political subdivision holding their respective general election on Tuesday, November 3, 2020 for the conduct and supervision of; and
- WHEREAS the City (also referred to as participating authority(ies)/entity(ies), joint Participants, political subdivisions), and the County have adopted orders, resolutions or other official documents required by their respective governing bodies reciting the terms of this Joint Election Agreement and Election Services Contract ("Agreement"); and
- WHEREAS the City, and County find that this Agreement will adequately and conveniently serve all voters in the City, and County and will facilitate the orderly conduct of the elections; and

THEREFORE, the County, and City agree as follows:

**AGREEMENT**

1. Joint Election Services – County Expense Reimbursement. The County, by and through the Hockley County Voter Registration/Elections Department (VR/ED), a public office of the County under the direction of the Joint Election Administrator (an appointed County officer and employee) agrees to coordinate, supervise and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this Agreement, Notwithstanding anything to the contrary stated in this Agreement, the City and College agree to pay to the County reimbursement for all expenses incurred by the County for elections supplies, services and administrative costs, as described in this Agreement – including without limitation all authorized preparatory expenses accrued and actually incurred by the County in anticipation of an election which is suspended, rescheduled, or cancelled as allowed by law or a Force Majeure Event. The VR/ED will serve as administrator for the election; however, each participating authority remains responsible for the lawful conduct of their respective election.
2. Uniform Election Date Joint elections shall be held Tuesday, November 3, 2020, unless suspended, rescheduled, or cancelled as allowed by law or a Force Majeure Event, including without limitation a: (a) law, rule, order, act or restraint by government, a government official, or a governmental body, regulatory agency,

or court or other tribunal, including without limitation an executive order, proclamation, or other official action by the Governor of Texas, which suspends, reschedules, or cancels an election, or suspends Texas statutes or administrative regulations pertaining to the holding of an election; or (b) certification of unopposed candidates under Section 2.051-2.053 of the Texas Election Code or other authority. If a political subdivision cancels its respective election pursuant to Section 2.053, the VR/ED shall be entitled to receive and administrative fee of \$75.00 [Section 31.100 (d)] and shall prepare and submit an invoice for payment within 60 days after the unofficial notification of cancellation is received. Once the cancellation of the election is formally approved by the respective governing body, the political subdivision shall provide a copy of the certification of cancellation to the VR/ED in order for it to be posted at each affected poll place on Election Day.

3. Voting Equipment. The VR/ED will provide voting machines and equipment, prepare them for in the election including logic and accuracy testing, and transport them (or arrange to have them transported) to the early voting location(s) and the Election Day polling place(s).

4. Election Supplies. The VR/ED will arrange for all necessary election supplies, including but not limited to ballots, election forms, maps, and supplies for election judges, ballot boxes, voting booths, transfer cans, electronic poll book and accessories, etc., and if necessary, instructions and other information needed to enable the election judges to conduct a proper election.

The VR/ED will combine election forms and records in a manner convenient and adequate to record and report the results of the election for each of the participating entities as prescribed by Section 271.009 of the Texas Election Code. Each entity shall use a single ballot specific to the entity containing all the offices or propositions stating measures to be voted on at a particular polling place (Section 271.007 of the Texas Election Code).

Each participating entity will remain the filing authority for applications for a place on the ballot respectively and shall furnish to the VR/ED a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or propositions are to appear on the official ballot in both English and Spanish. The list will be delivered to the VR/ED as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority will be responsible for proofreading and approving the ballot in so far as it pertains to the authority's candidates and /or propositions. The VR/ED will order programming and ballots based on the ballot approval of each participating authority. In the event, a participating authority approved a ballot containing an error, that authority will be solely, financially responsible for all replacement costs of the programming and ballots, along with any additional related expenses (i.e. shipping, etc.).

The VR/ED will be responsible for procuring the election supplies for an election. The ballot allocation will be in accordance to Section 51.005 of the Texas Election Code. In the case of a Local Option election, the ballot allocation will be in accordance to Title 17, Section 501.104 of the Texas Election Code. However, the final ballot order will be calculated and authorized by the VR/ED to ensure sufficient supplies without excessive waste.

5. Election Notices and other Pre-Election Matters

- a. Each authority will post their respective election orders and public elections notices; and provide a copy of the orders and notices with the VR/ED and those issued by VR/ED to each participating authority.
- b. The VR/ED will select and arrange for the use of all voting locations. Voting locations will be, whenever possible, the usual, Court and DOJ approved voting locations for the participating authorities. In the event a voting location is not available or a change has been made for another reason, the VR/ED will arrange for an alternate location or combine it with another and will notify each participating authority of the change.

6. Election Judges, Clerks, and other Election Information

- a. The VR/ED will be responsible for the appointment of the presiding judge and an alternate for each polling location. The VR/ED will arrange for training and compensation of all presiding judges and clerks. If a person is unable or unwilling to serve, the VR/ED will be responsible for the appointment of a replacement judge for the election and notify each participating authority affected by the change.
- b. The VR/ED will take necessary steps to insure that all election judges appointed for the joint election are eligible to serve.
- c. The presiding judge will be responsible for appointing at least two clerks but no more than the maximum prescribed limit and for insuring the eligibility of each appointed clerk hired to assist the judge in the conduct of the election. The VR/ED is available upon request to assist with eligibility questions and/or confirmations.
- d. Each election judge will receive \$10 per hour and each clerk \$8 per hour (for a maximum of 14 hours per day). The Election Judge will receive an additional \$25 for delivering election returns and supplies to the Hockley County Elections Department on Election Night. Election judges and clerks will be paid by Hockley County and the VR/ED shall prepare and submit an invoice to the entities for payment 60 days after the election.

7. Early Voting

- a. All participating entities agree to conduct their early voting jointly (Section 271.006 of the Texas Election Code). Cheryl Smart, Joint Election Administrator for the VR/ED is hereby appointed Early Voting Clerk for the joint early voting as with respect to early voting in person and voting by mail. Additional clerks may be appointed by the Early Voting Clerk as needed to assist in the conduct of the election.
- b. The joint early voting will be conducted at the early voting poll place of the City and at minimum, will be the hours that the early voting clerk regularly conducts early voting, and if applicable, will be extended to include any extended or weekend hours.
- c. The Early Voting Clerk may appoint up to eight (8) additional clerks for early voting by personal appearance.
- d. Early voting will be conducted at the following location:

Location:	Ropesville City Hall 107 Hockley Main Ropesville, TX 79358
Dates:	October 13, 2020 through October 30, 2020 Monday-Friday
Hours:	9:00 a.m. – 5:00 p.m.
EXCEPTION:	There will be two 12 hour days during voting: Tuesday, October 13, 2020 and Wednesday, October 14, 2020 Early Voting Hours are 7:00 a.m. – 7:00 p.m.

- e. The Early Voting Ballot Board (EVBB), consisting of a presiding judge and at least two other members, will be appointed by the VR/ED who is responsible for appointing EVBB clerks and for the eligibility. The presiding election judge of the EVBB will receive \$10 per hour and clerks will receive \$8 per hour. They will be paid for a minimum of 2 hours. EVBB judge and clerks will be paid by Hockley County and the VR/ED shall prepare and submit an invoice to the entities for payment within 60 days after the election.

8. Election Day

- a. The VR/ED will monitor the polling location on Election Day for adequate supplies, operating voting systems, voter check-in assistance, qualifying voter, etc.
- b. As required by law, the VR/ED will be open on election Day and also available by phone, cell phone, e-mail, and instant messaging (via electronic poll books) to assist all election workers and participating authorities.

## 9. Return of Elections

- a. The VR/ED is responsible for establishing and operating the central counting station in accordance with the provisions of the Texas Election Code and this Agreement.
- b. On election night as ballots arrive for processing, the VR/ED will provide timely reports of election results as soon as the returns are processed and the initial reconciliation is completed. The VR/ED is responsible for releasing totals, reflecting precinct returns via "media report"/"summary report" to include early voting and election day, to the joint participants, candidates, media and general public by distribution of hard copies and/or electronic transmittals. Hockley County will operate an election results center to release election results in the Hockley County Annex located at 911 Austin St., Levelland, TX.
- c. On Election Night, the VR/ED will have a designated area at the Hockley County annex-Election Office to accommodate one representative from each participating entity to observe the election results center operation and receive election results. Internet access via data lines will be available as well if needed. Specific instructions regarding recommended arrival time, entrance access, etc. will be sent out via email to each participating entity before Election Day as instructions may vary with each election.
- d. The VR/ED will be responsible for entering election night returns electronically as required by the Secretary of State's Office. A copy of that filing will be provided to the participating entities.
- e. The VR/ED will prepare, after Election Day, the unofficial canvass report after all precinct returns have been accumulated, and will make available a copy of the unofficial precinct/district returns for canvassing to each participating authority as soon as possible after all returns, provisional and mail ballots have been tabulated; the unofficial precinct/district returns will be available by 12:00 noon on November 16, 2020.
- f. All participating authorities will be responsible for canvassing their respective election returns. As stated in Section 271.012 of the Texas Election Code, the presiding officer of the canvassing authority of each participating entity shall issue certificates of election to candidates elected at the joint election to offices of political subdivisions.
- g. The VR/ED will be responsible for conducting the post-election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Each political subdivision must notify the VR/ED if waiver has been granted or denied upon receipt of notification from the Secretary of State. The VR/ED will post required notice of recount and may require a representative of each participating authority to be present and if necessary, assist with the recount process.
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EXECUTION

SIGNED AND ENTERED into this joint Agreement the 9<sup>th</sup> day of Sept., 2020 in duplicate originals.

HOCKLEY COUNTY, TEXAS

Sharla Baldrige  
Sharla Baldrige, County Judge

Cheryl Smart  
Cheryl Smart, Joint Election Administrator

Brenda Rabel  
Brenda Rabel, Mayor

Ofelia Corral  
Ofelia Corral, City Secretary

Motion by Commissioner Thrash, second by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the Presiding and Alternate Judges for the 2020-2021 year for Elections. As per Presiding Judges and Alternate Judges for August 2020-August 2021 election year recorded below.

**PRESIDING JUDGES AND ALTERNATE JUDGES FOR AUGUST 2020 - AUGUST 2021 ELECTION YEAR**

PRECINCT #	PRECINCT NAME	PRESIDING JUDGE	ALTERNATE JUDGE
11	RIDGECREST MISSIONARY BAPTIST CHURCH 801 S ALAMO RD LEVELLAND, TX 79336	MANUEL MENDEZ (775-0270) 903 S ALAMO RD APT #4 LEVELLAND, TX 79336	ROXANNE GONZALES (893-2845) 2033 MUSTANG LEVELLAND, TX 79336
14	ROPESVILLE CITY HALL 107 HOCKLEY MAIN ROPESVILLE, TX 79358	CHRISTI GREENLEE (778-4140) PO BOX 82 ROPESVILLE, TX 79358	SUSIE SANCHEZ (598-9187) PO BOX 363 ROPESVILLE, TX 79358
15	GARY CAIN INSURANCE 3392 S ST RD 168 SMYER, TX 79367	SAMUEL MARTIN (928-7737) 3350 NIGHTINGALE RD LUBBOCK, TX 79407	PAMELA MARTIN (928-7737) 3350 NIGHTINGALE RD LUBBOCK, TX 79407
16	CHRIST UNITED METHODIST CHURCH 1704 S COLLEGE AVE LEVELLAND, TX 79336	GAREY SMITH (891-6052) 3955 SUNRISE LN LEVELLAND, TX 79336	LINDA SMITH (778-1564) 3955 SUNRISE LN LEVELLAND, TX 79336
21	MALLET EVENT CENTER 2320 S HWY 385 LEVELLAND, TX 79336	SOYLA HERNANDEZ (470-9333) 108 BEECH CIRCLE LEVELLAND, TX 79336	JANE PHILLIPS 227 COTTONWOOD LEVELLAND, TX 79336
24	SUNDOWN HIGH SCHOOL 511 E 7 <sup>TH</sup> ST SUNDOWN, TX 79372	PATRICE SHAFFER (893-0602) PO BOX 35 SUNDOWN, TX 79372	BRENNA BALDRIDGE HOLCOMB (891-4655) PO BOX 692 SUNDOWN, TX 79372
32	HOCKLEY COUNTY TAX OFFICE 624 AVE H LEVELLAND, TX 79336	JILL BROWN (239-8068) 701 MARTIN LUTHER KING BLVD APT #302 LEVELLAND, TX 79336	DANNY BROWN (577-3580) 701 MARTIN LUTHER KING BLVD APT #302 LEVELLAND, TX 79336
33	OLD SANDERS BLDG. 3091 N ST RD 303 PETTIT, TX	SANDRA SHEEK (245-6644) OR (523-1892) 3093 N ST. RD 303 LEVELLAND, TX 79336	REBECCA SNOW (891-3980) 3770 NORWAY LEVELLAND, TX 79336
35	CACTUS DR CHURCH OF CHRIST 501 CACTUS DR LEVELLAND, TX 79336	BETTY STANLEY (894-6656) 611 CHERRY ST LEVELLAND, TX 79336	
36	TX HEALTH & HUMAN SERVICES 904 8 <sup>TH</sup> ST LEVELLAND, TX 79336	GILBERT CORONADO (893-6139) 1007 11 <sup>TH</sup> ST LEVELLAND, TX 79336	
43	WHITHARRAL LIONS CLUB 2 <sup>ND</sup> ST & HWY 385 WHITHARRAL, TX 79380	CHELSEY DOBROVOLNY (229-1224) OR CELL (777-0456) 3950 EL PASO RD LITTLEFIELD, TX 79339	ESSIE PORTILLO (831-7105) BOX 108 WHITHARRAL, TX 79380

**PRESIDING JUDGES AND ALTERNATE JUDGES FOR AUGUST 2020 - AUGUST 2021 ELECTION YEAR**

44	ANTON CITY HALL 400 SPADE CIRCLE ANTON, TX 79313	CONNIE BUTLER (997-7931) OR (997-4081) PO BOX 359 305 DUGGAN ANTON, TX 79313	TOMI ADAMS (590-2435) 4071 GAINES RD ANTON, TX 79313
45	CAPITOL ELEMNTARY 401 E ELLIS LEVELLAND, TX 79336	FRAN DUNN (214-789-0729) OR (894-3535) 501 ELLIS OR 701 8 <sup>TH</sup> ST LEVELLAND, TX 79336	DONNIE THOMS 107 CAPITOL LEVELLAND, TX 79336
46	SMYER ELEMENTARY LIBRARY 401 LINCOLN ST SMYER, TX 79367	LINDA ST. CLAIR (885-5202) OR (392-3460) 130 HWY 114 ESTATES LUBBOCK, TX 79407	JANA ST. CLAIR (831-7412) 116 E HWY 114 ESTATES LUBBOCK, TX 79407

Motion by Commissioner Clevenger, second by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners Court approved to take action to advertise for bids per belly dump truck load for hauling 5,500 yards of caliche from the pit in precinct 3 to Iowa Road in Precinct 4 for 1.5 miles east from US Hwy. 385, with a minimum of 4 trucks hauling. As per Notice to Bidders recorded below.

THE STATE OF TEXAS  
COUNTY OF HOCKLEY

IN THE COMMISSIONERS' COURT  
OF HOCKLEY COUNTY, TEXAS

**NOTICE TO BIDDERS**

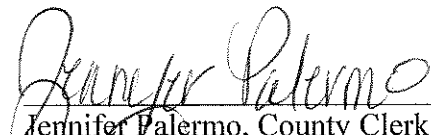
Notice is hereby given that the Commissioners' Court of Hockley County, Texas, will receive sealed bids, in the office of the County Judge located at 802 Houston St., Ste. 101, Levelland, Texas, until 9:00 A.M., Monday, September 21, 2020, for the following described:

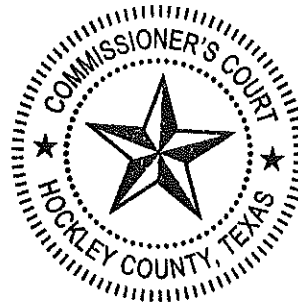
**Per belly dump truckload for hauling of approx. 5,500 yards of caliche from the pit in Precinct 3 to Iowa Road, 1.5 miles East from US Hwy 385 in Precinct 4, hauler must have a minimum of four trucks hauling at the same time.**

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

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

Given under my hand and seal of said Court, this the 31<sup>st</sup> day of August, 2020.

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





**THE STATE OF TEXAS**  
**COUNTY OF HOCKLEY**

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

**BIDS SPECIFICATIONS FOR HAULING CALICHE 8/31/20**

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**Per belly dump truckload for hauling of approx. 5,500 yards of caliche from the pit in Precinct 3 to Iowa Road, 1.5 miles East from US Hwy 385 in Precinct 4, hauler must have a minimum of four trucks hauling at the same time.**

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

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

Motion by Commissioner Clevenger, second by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners Court approved to take action to advertise for bids per belly dump truck load for hauling 5,500 yards of caliche from the pit in Precinct 3 to North Barton lane in Precinct 4 for 1.5 miles North of FM 1294, with a minimum of 4 trucks hauling. As per Notice to Bidders recorded below.

THE STATE OF TEXAS  
COUNTY OF HOCKLEY

IN THE COMMISSIONERS' COURT  
OF HOCKLEY COUNTY, TEXAS

**NOTICE TO BIDDERS**

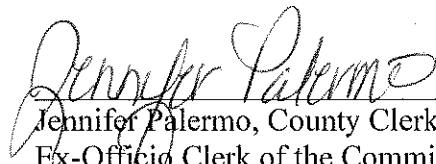
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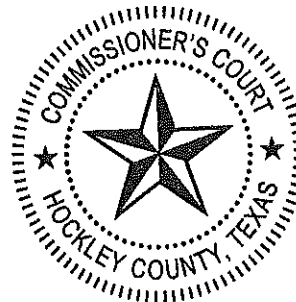
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Jennifer Palermo, County Clerk, and  
Ex-Officio Clerk of the Commissioners' Court,  
Hockley County, Texas



THE STATE OF TEXAS

IN THE COMMISSIONERS' COURT

COUNTY OF HOCKLEY

OF HOCKLEY COUNTY, TEXAS

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There being no further business to come before the Court, <sup>Commissioner Larry Carter declared</sup>

Court adjourned, subject to call.

The foregoing Minutes of a Commissioner's Court meeting held on the 31  
day of August, A. D. 2020, was examined by me and approved.

[Signature]  
Commissioner, Precinct No. 1

[Signature]  
Commissioner, Precinct No. 3

[Signature]  
Commissioner, Precinct No. 2

[Signature]  
Commissioner, Precinct No. 4

Absent  
County Judge

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

