

OCT 21 2021

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

*Jennifer Palermo*  
County Clerk, Hockley County, Texas

Notice is hereby given that a Special Meeting of the above named Commissioners' Court will be held on the 25<sup>th</sup> day of October, 2021 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 at 9:00 a.m. on Monday, October 18, 2021 and the minutes of the Special Meeting held at 9:00 a.m. on Wednesday, October 20, 2021.
2. Read for approval all monthly bills and claims submitted to the Court and dated through October 25, 2021.
3. Consider and take necessary action to approve casting allocated votes for the 2022-2023 term of the Hockley County Appraisal District Board of Directors.
4. Consider and take necessary action to approve the updated Rescue Data Backup and Disaster Recovery (BDR) Service with Computer Transition Services, Inc.
5. Consider and take necessary action to approve the Continuation Certificate of Sylvia Ann Garza, Deputy Tax Collector of Hockley County and the Continuation Certificate of Tammy Darlene Castro, Deputy Tax Collector of Hockley County.

**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 21<sup>st</sup> day of October, 2021, and said Notice remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 21<sup>st</sup> day of October, 2021.

*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

SPECIAL MEETING  
OCTOBER 25, 2021

Be it remembered that on this the 25th day of OCTOBER A.D. 2021, there came on to be held a SPECIAL Meeting of the Commissioners Court, and the court having convened in SPECIAL session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Sharla Baldrige	County Judge
Alan Wisdom	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
Seth Graf	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger	Commissioner Precinct No. 4

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

Motion by Commissioner Carter, second by Commissioner Graf, 4 votes yes, 0 votes no, that the minutes of a Regular Meeting held at 9:00 a.m. on Monday, October 18, 2021 A.D., and a Special Meeting held on Wednesday, October 20, 2021., be approved and stand as read.

Motion by Commissioner Wisdom, second by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that all monthly claims and bills submitted to the court and dated through October 25, 2021, A.D. be approved and stand as read.

Motion by Commissioner Clevenger, second by Commissioner Wisdom, 3 votes yes, 0 votes no, that the Commissioners court approved casting allocated votes for the 2022-2023 term of the Hockley County Appraisal District Board of Directors. As per Board of Directors Vote casts recorded below.

## HOCKLEY COUNTY APPRAISAL DISTRICT

P.O. Box 1090  
1103 Houston Street  
Levelland, Texas 79336-1090

October 15, 2021

Hockley County  
Courthouse Box 1  
Levelland, TX 79336

Enclosed you will find the official ballot for the Hockley County Appraisal District Board of Directors Election for the 2022 & 2023 term. I've also enclosed the worksheet showing the vote entitlement for all entities.

You will note there are nine candidates on the ballot to fill five positions. You should have your entity take formal action casting the allocated votes for the candidate(s) of your choice and send your ballot back to us by December 15, 2021.

If you have any questions or concerns regarding this communication, please feel free to give me a call at (806) 894-9654.

Most sincerely,

A handwritten signature in cursive script that reads "Lorena Y. Marquez".

Lorena Y. Marquez

**Hockley County Appraisal District  
Board of Directors Votes Cast for 2022-2023 Term  
December 15, 2021**

	Actual 2020 Levy	Percent of Levy	Allocated Votes
Anton ISD	48,661	0.08%	4
City of Anton	151,918	0.26%	13
City of Levelland	4,203,205	7.08%	354
City of Ropesville	79,356	0.13%	7
City of Smyer	103,613	0.17%	9
City of Sundown	379,613	0.64%	32
Frenship ISD	74,739	0.13%	6
Hockley County	14,275,413	24.05%	1202
Levelland ISD	16,487,518	27.78%	1389
Ropes ISD	1,679,072	2.83%	141
Smyer ISD	1,127,936	1.90%	95
South Plains Junior College	10,262,696	17.29%	864
Sundown ISD	8,572,405	14.44%	722
Whiteface CISD	1,218,846	2.05%	103
Whitharral ISD	694,511	1.17%	59
<b>Totals</b>	<b>59,359,502</b>	<b>100.0%</b>	<b>5000</b>

\*WATER DISTRICTS ARE EXCLUDED FROM VOTING\*

# OFFICIAL BALLOT

Hockley County Appraisal District

2021 Board of Directors Election

<u>Nominees</u>	<u>Votes</u>
David Albus	255
Dale Brown	
Matthew Buxkemper	
Josh Calhoun	
Larry Carter	835
DeEtte Edens	
Ty Gregory	
Buddy Moore	112
David Patterson	

Be it resolved by the Hockley County Commissioners Court that it hereby casts its allocation of ballots in the Hockley County Appraisal District Board of Directors Election as reflected above.

Given under my hand and seal of office this 25th day of October 2021.

Signed:

Sharla Baldrige

Secretary/Clerk

County Judge

Hockley County

Taxing Entity

Motion by Commissioner Carter, second by Commissioner Clevenger, 4 votes yes, 0 votes No, that Commissioners Court approved the updated Rescue Data Backup and Disaster Recovery (BDR) Service with Computer Transition Services, Inc. As per CTSI Computer Transition Services, Inc, recorded below.



# ***Rescue***

## **Data Backup and Disaster Recovery (BDR) Service**

**A Statement of Work under CTSI's Master Service Agreement**

**Prepared for:**

**Hockley County**

**Version 2021.0 • 10/11/2021**

*The mission of Computer Transition Services, Inc. is to improve the life and business success of Clients by providing integrated solutions and professional services to meet their technological and organizational needs.*



## ***Computer Transition Services, Inc.***

**3223 S. Loop 289, Suite 556**

**Lubbock, TX 79423**

**[www.ctsinet.com](http://www.ctsinet.com)**

**Tel: 806-793-8961 Fax: 806-793-8968**

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01/12/2021

## Statement of Work

*This Rescue Data Backup and Disaster Recovery Statement of Work ("Rescue SOW") is governed under the Master Service Agreement (the "Agreement") between Computer Transition Services, Inc. ("CTSI", "we", "us" or "our"), and Hockley County ("Client", "you" or "your"), the client whose name and authorized signatory appear in the signature block of this Rescue SOW, below.*

## Scope of Services

The services described below (collectively, "Services") will be provided to you under this Rescue SOW. Services that are not specifically described in this Rescue SOW will be out of scope and will not be provided to you unless otherwise agreed to by us in writing.

## Transition Services

Transition services are intended to prepare and transition the System (described in the Agreement, and generally, any Client IT device or component involved in this Rescue SOW) for our ongoing Services (described below). Transition services are comprised of:

- Procurement and preparation of CTSI supplied Backup Disaster Recovery Server device (BDR), for Client's IT System environment
- Physical installation of the BDR into the Client's System
- Obtaining from Client administrative access to, and IP addresses for, each Client IT Device covered by this Rescue SOW (see **Managed Equipment/Hardware**)
- Installation of CTSI Supplied BDR solution software (coordinated with Client) on Client's IT devices covered by this Rescue SOW and initial backup image creation from each onto the BDR
- Implementation of ongoing backup schedules of these same Client devices to the BDR
- Initial test virtualization of each Client server covered by this Rescue SOW
- For those devices selected for offsite backup (see "To Cloud" or "Site to Site" listed in the device name under **Covered Devices**), propagation of the initial backup images and the most recent daily backup images from the BDR to the secondary location

If deficiencies are discovered during the transition services, such as outdated or misconfigured equipment, or access/routing issues, we will bring those issues to your attention and discuss the impact of the deficiencies on the Client and our provision of the Services, in addition to providing you with options to correct the deficiencies.

The Transition Services outlined above will normally span one week for a 2-3 server implementation. Depending on the number of Client IT System devices involved, the amount of data they contain, the Client's IT Infrastructure, and the Client's cooperation in providing CTSI with access to Client systems, the Transition Services could extend to several weeks or more.

## Ongoing Services

The following services will begin immediately after the transition services are completed, and will continue during the term of this Rescue SOW.



## Standard Services

The Services listed below will be provided to you under this Rescue SOW. All Services are provided during CTSI's normal business hours only.

Service - General	Description
CTSI Provided Backup Disaster Recovery Device	<ul style="list-style-type: none"> <li>An on-site Network attached backup server provided by CTSI that serves as local data backup storage and as a temporary virtual server in the event of the failure of a Client server device covered by this Rescue SOW. This backup server is referred to as the Backup Disaster Recovery (BDR) Device (CTSI retains ownership of this BDR Device at all times.)</li> <li>All software and licensing including the Windows Operating system software and the BDR Solution software installed on this BDR Device</li> <li>Advanced Malware Protection (Cisco AMP) for the BDR Device</li> </ul>
Full Management of BDR Device Systems	<ul style="list-style-type: none"> <li>CTSI will be completely responsible for the management and functionality of the BDR device, including the BDR hardware, firmware updates, operating system and BDR Software solution updates, and remediation of any failures or problems with the BDR device. In the case of a BDR Device component failure, replacements will be provided by CTSI as quickly as reasonably possible. Client will be notified if any failure could prevent backups from occurring for more than 1 business day.</li> </ul>
Software License for Client Devices	<ul style="list-style-type: none"> <li>BDR solution software and associated licenses will be provided by CTSI for every server and workstation covered by this Rescue SOW as indicated in <b>Covered Devices</b>. (These licenses remain the property of CTSI.)</li> </ul>
Priority Response	<ul style="list-style-type: none"> <li>Client's restore or virtualization service requests will be prioritized over all non-program client requests.</li> </ul>
Secure Offsite Storage	<ul style="list-style-type: none"> <li>For those Client devices selected for offsite backup data storage (listed as "To-Cloud" in the device name under <b>Covered Devices</b>), offsite storage of the last daily backup image will be provided at a secure and hardened Data Center within the United States, which complies with HIPAA and Statement on Standards for Attestation Engagements (SSAE) standards.</li> <li>For Client devices selected for Site to Site offsite backup data storage (listed as "Site to Site" in the device name under <b>Covered Devices</b>), offsite storage of the last daily backup image will be at a facility provided by the Client who is responsible for the security of that offsite facility.</li> <li>For Client devices not using any offsite storage, (listed with "NO OFFSITE" in the device name under <b>Covered Devices</b>), the data being backed up from this device is <b>AT RISK</b> if a local disaster were to damage both the Client device and the BDR Device which backs it up, because there is no other source for that Client device's data, other than the local BDR!</li> </ul>
24x7 Monitoring and Automated Notifications	<ul style="list-style-type: none"> <li>Full management of the BDR device events and data integrity of the locally stored backups:</li> <li>CTSI Monitoring systems will provide automated notifications to CTSI of any hardware, operating system, and backup solution software issues on the BDR device, plus any malfunctions or potential issues with backup jobs from each server or workstation included in this Rescue SOW, any potential backup file integrity issues for all backup jobs</li> <li>For those Client Devices covered by this Rescue SOW and designated with "To Cloud" or "Site to Site" in the <b>Covered Devices</b> section below, CTSI systems will generate alerts to our Ops team on any issues in completing offsite data transfers from the BDR device so they can be resolved promptly.</li> </ul>
Triage of Monitoring System Alerts by CTSI Operations Team	<ul style="list-style-type: none"> <li>Weekdays, excluding holidays: (7am-10pm CT) CTSI technical review of critical issue notifications from the BDR Device, its software and any backup related problems as noted above.</li> </ul>

Service – Backup Data	Description
<p><b>Backup Frequency</b></p>	<p>Incremental backups of devices covered by this Rescue SOW (see <b>Covered Devices</b>) are performed by CTSI's BDR device at regular intervals, providing multiple restore points, daily.</p> <ul style="list-style-type: none"> <li>The incremental backup interval for server and workstation devices covered by this Rescue SOW defaults to every 15 minutes between 5am and 10pm, but is subject to change based on the client's environment and needs.</li> <li>Offsite backup storage transfer will occur daily only for those devices indicating "To Cloud" or "Site to Site" in <b>Covered Devices</b> below, typically outside of business hours. The offsite transfer duration will be dependent on Client's connectivity bandwidth and the amount of changed data.</li> <li>It is essential that the Client have sufficient upstream bandwidth to allow the backups to transfer completely offsite overnight for those devices using offsite storage. A CTSI representative can help you determine if your current bandwidth is sufficient. Client understands that if the amount of data backed up increases significantly, the Client may need to increase the bandwidth to accommodate this nightly transfer.</li> </ul>
<p><b>Local and Offsite Storage for Backup Data</b></p>	<ul style="list-style-type: none"> <li>Based on the Client's disk space used at the beginning of this Rescue SOW and the normal expected growth of the Client's data for the subsequent 3 years, the local BDR storage and offsite storage requirements (when indicated by "To- Cloud" or "Site to Site" in <b>Covered Devices</b>) have been calculated and factored into this monthly fee.</li> </ul>
<p><b>Backup Data Retention Periods</b></p>	<p>How long are backups retained locally on the BDR Device?</p> <ul style="list-style-type: none"> <li>Initial base image of backed up device volumes (at least 1 year)</li> <li>Consolidated Monthly (1 year)</li> <li>Consolidated Weekly (35 days)</li> <li>Consolidated Daily (35 days)</li> <li>Intra-day incremental backups, based on the frequency selected (7 days)</li> <li><u>Backups created more than one year in the past may be purged from the system.</u> <ul style="list-style-type: none"> <li>If Client desires the ability to restore from a backup that is more than one year old, additional hardware will typically be required to store those older backups. The cost of additional hardware is not included in this Rescue SOW and will be billed to the Client in addition to this Rescue SOW's monthly fee, if required.</li> <li>If Client desires retention of backups greater than one year old, Client must communicate this to CTSI, in writing, before the backups reach one year in age.</li> </ul> </li> </ul> <p>How long are backups retained offsite?</p> <ul style="list-style-type: none"> <li>Nightly backup images duplicated from the BDR to offsite storage (for those Client devices listed as either "To Cloud" or "Site to Site" in <b>Covered Devices</b> below) are retained for two (2) days.</li> </ul>
<p><b>Dynamic Data Transport Management</b></p>	<ul style="list-style-type: none"> <li>The offsite data transmission process, when applicable, can easily be configured to minimize bandwidth consumption during business hours or other high availability times. Our BDR device leverages adaptive bandwidth throttling, which allows us to set a limit on outbound bandwidth use based on the time of day and the day of the week.</li> </ul>
<p><b>Secure Backup</b></p>	<ul style="list-style-type: none"> <li>Data is encrypted before it leaves Client devices using an encryption key that only we have.</li> <li>Backup data files are stored in encrypted form on the BDR Device.</li> <li>Backup data transmitted offsite are also encrypted with the same key.</li> <li>Each file is encrypted using 256-bit AES encryption technology. AES Encrypted data without the key cannot be read without the corresponding key, so encrypted data cannot be misused, even if it's stolen.</li> </ul>
<p><b>Data Compression</b></p>	<ul style="list-style-type: none"> <li>During the backup process, before files are encrypted, they are compressed on the BDR using state-of-the-art compression technology. This compression ensures that the time it takes to do backups is shorter and because each file is significantly smaller, less storage space is required on the BDR device and offsite.</li> </ul>



<b>Routine Integrity Testing</b>	<ul style="list-style-type: none"> <li>Data compression of the backup images also reduces the time and bandwidth required to duplicate the backup images to the offsite storage (when "To Cloud" or "Site to Site" has been indicated for the device.)</li> <li>All incremental backups have their integrity confirmed as the image files are saved throughout the day via a checksum mechanism.</li> <li>Every day, the last backup image of each volume is recreated virtually on the BDR Device and a virtual version of the server is booted up (in a network "sandbox"). This confirms the validity of not only the last backup image for the day, but every incremental backup image involved in that device volume's backup image.</li> <li>A CTSI technician manually mounts every volume from the Client's servers periodically, just as confirmation that automated integrity systems are performing properly.</li> </ul>
<b>Security – Ownership of Backup Data</b>	<ul style="list-style-type: none"> <li>The encrypted backup data being stored on the BDR and at the Offsite location (if utilized) remains the sole property of the Client. If the Client chooses to terminate services, CTSI will assist the Client in the orderly termination of services. This could involve copying the backup data images to another data storage device or external drive. If requested by Client, the cost of any products or services provided by CTSI during this transition, are not included in this Rescue SOW and will be billed to the client at the time services are provided.</li> </ul>

Service – Restore Data	Description
<b>File and Folder Data Restore Services</b>	<ul style="list-style-type: none"> <li>As needed restoration of individual files and folders on Client IT Devices which are protected by this Rescue SOW (see Covered Devices).</li> </ul>
<b>Email Restore Services for on premise Microsoft Exchange Servers</b>	<ul style="list-style-type: none"> <li>If Client uses an on premise (local) Microsoft Exchange server and it is included in this Rescue SOW, individual email messages, calendar entries or entire mailboxes can be restored as needed from the backups made of the Exchange database(s) on the covered Server.</li> </ul>
<b>Recovery Time Objective</b>	<ul style="list-style-type: none"> <li>CTSI will log all restore requests from the Client.</li> <li>CTSI will attempt to resolve all restore requests or any access, backup or retrieval problems related to backups ASAP but regardless within one business day of the request. CTSI can restore individual files, file folder(s), an entire data volume, and if this Rescue SOW includes a local Exchange server, email, calendar entries or an entire mailbox from that Exchange server, as needed. The amount of time to restore data is dictated by the amount of data to be restored (from just a few minutes to several hours in extreme cases.) Please email your request to <a href="mailto:help@ctsinet.com">help@ctsinet.com</a> or call our help desk for assistance at 808-793-8961 or 800-687-2874 (and choose option 3) or submit a request through our Customer Portal at <a href="https://connect.ctsinet.com/support">https://connect.ctsinet.com/support</a>. Always indicate the urgency of your situation.</li> </ul>
<b>Recovery from Failed Server or Workstations</b>	<ul style="list-style-type: none"> <li>In the event of a catastrophe where a Client Server named in Covered Devices fails, the services to restore data from a backup to the repaired server or similar replacement server are included in this Rescue SOW.</li> <li>If workstations are covered by this Rescue SOW according to Covered Devices, services to perform data restoration of files and folders that were backed up from those covered workstations are included in this Rescue SOW. <ul style="list-style-type: none"> <li>If the replacement server or workstation is significantly different from the original (at CTSI's discretion), additional charges to restore data may apply.</li> </ul> </li> <li>Charges for any hardware, software and/or services to prepare and install replacement device(s), are not included in this Rescue SOW and will be billed to the client separately as an equipment replacement project.</li> <li>The BDR with backup data can also be used to perform a bare metal restore to dissimilar hardware which means that when the Client acquires a replacement for a covered device, the BDR data can be used to restore the most current data to the new device hardware without having to install and configure the device's operating system or other software. Additional costs may be required for this service if the replacement device is significantly different from the original (at CTSI's discretion).</li> </ul>

### Importance of Offsite Storage

- The critical importance of Offsite Storage cannot be overstated!
- Typically, the BDR Device and Client devices that the BDR is backing up are located in the same facility. Should a facility disaster occur which destroys both a Client Device named in Covered Devices and the CTSI BDR Device which was backing up that Client device, then the only way to recover the data from the destroyed Client Device would be if a 2<sup>nd</sup> copy of the backup data was stored offsite.
  - To provide true Disaster Recovery for a Client device, the data from that device must be copied to a secure offsite location daily.
  - Offsite storage of backup data can be accomplished by two of the three choices in this Rescue SOW available for each Client Device covered by this solution: "To Cloud" and "Site to Site".
    - "To Cloud" in the Client device name in Covered Devices indicates that backup data from this device will be sent to a Secured Offsite location every day.
    - If the Client has multiple locations with adequate internet access and allows CTSI to provide multiple BDR Devices, a daily copy of the most recent backup image can be sent from one of the BDR Devices to a 2<sup>nd</sup> BDR Device at a different Client location. "Site to Site" included in the name of the Client Device in the Covered Devices listing indicates that a daily copy of the backup data for this device will also be stored at another Client location. Obviously, geographic separation of these two BDRs at different Client locations is required in order to provide true Disaster Recovery protection.
  - **NO OFFSITE** appearing in the name of the Client Device under Covered Devices indicates that the **ONLY COPY OF THE BACKED UP DATA** for this Client Device IS **RETAINED ON A SINGLE BDR DEVICE**. If both the Client Device and the BDR device providing that Client Device's backup are both destroyed or damaged, the data from that Client device **will not be recoverable**.
  - The Secured Offsite storage facility provided for those devices indicating "To Cloud" in their name under Covered Devices provides the following benefits to the Client:
    - Highly redundant storage
    - Connectivity provided by multiple providers with automatic failover capabilities
    - Full physical security at each facility including security cameras and key card access
    - Fire suppression and environmental control provided
    - Client data is stored (in encrypted form) in one of several secure offsite data backup centers in the continental United States
    - The data center is certified HIPAA and SSAE compliant.

## Managed Equipment / Hardware

The Services will be provided for the following equipment / hardware ("Covered Devices"):

The Services will be provided as indicated in this Rescue SOW to those devices listed in **Covered Devices**, below. At the commencement of this Rescue SOW the number of Servers being protected by this Rescue SOW has been determined to be 23. The initial number of Client Workstations (including Laptops) being protected by this Rescue SOW is 0. As the number of included Client Servers and/or Client Workstations or Laptops increases or decreases, the Client's monthly fee will change (see "Assumptions / Minimum Requirements / Exclusions").

**Initial quantities:**

Covered Windows Servers ..... 23  
 Covered Workstations/Laptops ..... 0

## Covered Devices

Client Windows Servers and Windows Workstations/Laptops listed by name below are covered by this Rescue SOW once the **Transition Services** have been completed. (Workstations/Laptops must be connected to the Client's network and powered on in order for the workstation backup processes to occur.)

### Offsite (To Cloud) Backup Storage

When the Client device name below is followed by "To Cloud", the device's most recent nightly backup will be stored offsite in addition to being retained on the BDR device. This provides true disaster recovery for data on this device in case both that Client device and the BDR device become inoperable at the same time.

### Offsite (Site to Site) Backup Storage

When the Client device name below is followed by "Site to Site", the device's most recent nightly backup will be stored offsite in addition to being retained on the BDR device. This offsite storage location must be provided by the Client who is responsible for the security, power, Internet access, air conditioning, and CTSI's physical access to this offsite storage location. Clients with multiple locations may make use of this capability to save the cost of commercial offsite storage. CTSI will be responsible for the integrity of the offsite backup data stored at this Client offsite facility, presuming that the Client maintains the offsite facility to allow for proper operation of and communication with the CTSI BDR Device operated at that offsite facility. (CTSI can provide specific details of what is needed, which depends on the Client's environment.) Having data stored on both a local BDR device and a distant (at least several miles away) offsite location provides true disaster recovery for data on this device in case both that Client device and the local BDR device become inoperable at the same time.

### **NO OFFSITE means the BDR device contains the only copy of the backup data**

"NO OFFSITE" printed next to the Client's device name listed below should be a warning to the Client. "NO OFFSITE" listed after the name means that there will ONLY BE ONE backup image for this Client device's data and it will be stored on the BDR device. **If "NO OFFSITE" is listed next to the Client device name, should both the Client device and the BDR device become inoperable at the same time, for any reason, there will be no way to recover the Client device's data – I.E., the data could be lost if the Client device and BDR device both fail or are destroyed. CTSI strongly recommends that the Client allow for offsite storage of the most recent backup of any critical data. Using an offsite location is required to provide true Disaster Recovery capability.**

### Windows Server Devices being backed up via this Rescue SOW

- TDSERV -> To Cloud
- GS01 -> To Cloud
- HC-VIEW1 -> To Cloud
- HC-VIEW2 -> To Cloud
- HCSO-VideoSRV -> To Cloud
- HC-DC1-VM -> To Cloud
- HC-DC2-VM -> To Cloud
- DLSV1 -> NO OFFSITE
- HCSO-VIEW1 -> To Cloud
- HCSO-VIEW2 -> To Cloud
- SOFS -> To Cloud
- EVENTSERV -> To Cloud
- MDC1 -> To Cloud
- REPLAYSERV -> To Cloud
- aismartbench -> To Cloud
- dlweb1 -> To Cloud
- HCSO-FS1 -> To Cloud
- HCSO-DC1-VM -> To Cloud
- HCSO-DC2-VM -> To Cloud
- HCSO-Composer -> To Cloud
- DRCTRL01 -> To Cloud



- HC-FS1 -> To Cloud
- HC-KoFile01 -> To Cloud

**Windows Workstation/Laptop Devices being backed up via this Rescue SOW**

- (none)

**Changes in IT Systems**

Client agrees that changes to any of the quantities or offsite choices for items listed above may impact the monthly fee for the Services provided in this Rescue SOW in subsequent monthly invoices. CTSI will automatically adjust the monthly fee for the Services in this Rescue SOW for changes to the servers or workstations, as indicated in **Fees: Changes to Monthly Fee Due to Client Changes**.



## Term; Termination

The Services will commence, and billing will begin, on the date on which the majority of Services are implemented and operational ("Commencement Date".) The target Commencement Date has been set to **November 1, 2021**.

Please note, due to fluctuations in market pricing and to meet the target Commencement Date for implementation, that CTSI must receive your signed version of this Rescue SOW by **October 17, 2021**. We reserve the right to adjust the pricing and/or the "Commencement Date" noted above if CTSI has not received your signed version of this Rescue SOW by **October 17, 2021**.

### **Duration; Term**

No Term is defined for this Rescue SOW, but it is designed to serve the Client for at least **one** year from the Commencement Date. Client and CTSI agree that this Rescue SOW will begin on the Commencement Date and continue indefinitely until terminated as described below.

### **Termination Due to Replacement**

If Client and CTSI enter into a new statement of work designed to replace this Rescue SOW, then this Rescue SOW will be replaced and therefore terminated by the replacement SOW as of the commencement date of that replacement SOW.

### **Termination by Client**

- If Client desires to terminate this Rescue SOW for any reason, Client agrees to provide CTSI with advance written notice requesting termination of this Rescue SOW. The written notice requesting termination must be received by CTSI at least 60 days prior to the desired Rescue SOW termination date.
- Client agrees to be responsible for payment of the Rescue SOW monthly fees, any other agreed upon services provided by CTSI, and all reimbursable costs incurred on Client's behalf by CTSI up to the date of termination.
- There being no defined Term or Expiration Date associated with this Rescue SOW, Client will not be responsible for any further "expected" amounts related to this Rescue SOW other than those items noted in this "Termination by Client" section.
- For the purposes of clarity, you and we agree that the terms of this section ("Termination By Client") overrules any directly conflicting terms on the Master Service Agreement. All remaining paragraphs of the **Master Service Agreement** section **Term; Termination** remain in force and unaffected by this Rescue SOW.

### **Termination by CTSI**

This Rescue SOW may be terminated by CTSI upon thirty (30) days written notice to the Client.

### **Termination Considerations**

Client understands that this Rescue SOW provides for several layers of protection for the Client's IT system data. Therefore Client will be assuming all responsibilities associated with the replacement of these protection systems if this SOW is terminated. These protections include:

- Ongoing, incremental backups of data from devices listed in **Covered Devices**
- Services to restore data from backups as needed
- Monitoring and management of the backup device(s), backup jobs, maintenance routines and validation processes
- Automatic, encrypted daily offsite storage of backup data and management of that data, if offsite storage is utilized
- CTSI provided applications, software licenses and hardware devices utilized by the backup applications

### **Upon Termination of this Rescue SOW**

- Client agrees to provide reasonable access to Client's systems by CTSI for the purpose of removing and uninstalling any software and hardware owned by CTSI which is associated with this Rescue SOW.
- If requested, CTSI will assist Client in the orderly transition of services. Client agrees to pay CTSI for these services based on CTSI's applicable standard hourly rates.

## Assumptions / Minimum Requirements / Exclusions

### Assumptions

The scheduling, fees and provision of the Services are based upon the following:

- **Service outside of CTSI Normal Business Hours**

Services provided by CTSI outside of CTSI's Normal Business Hours are not covered by this Rescue SOW and will be billed to Client separately; provided, however, that all such services are subject to technician availability and CTSI's approval. (See **Schedule A, Additional Provisions** for details of CTSI Normal Business Hours.)

- **Passwords**

Client acknowledges that CTSI must have administrative access to any and all Client systems and resources involved in this Rescue SOW to perform its duties. As such, CTSI must have administrative access to the Client's Windows Active Directory, Servers and Workstations involved and may need various Client user IDs and passwords from time to time during performance of restore processes. Client understands that the backup data will always be encrypted and not accessible to anyone other than CTSI (who retains the encryption password.)

- **Simultaneous Virtualization of All Covered Servers is Not Possible**

Client acknowledges that that to maintain a reasonable cost and to accommodate the great majority of recovery situations, that this Rescue SOW does not allow for virtualizing more than five (5) Client servers per BDR Device (typically) at the same time. 2 BDR Device(s) has been provisioned in this Rescue SOW. To prepare for the potential of a true facility disaster that impacts more than five covered Client servers, Client must consider priorities in terms of which servers would need to be virtualized first and the functionality of Client systems with just those servers being operational. CTSI can redesign this Rescue Plan to accommodate the simultaneous virtualization of all Client servers, if desired, but this will require more equipment, a new Rescue SOW and an increased monthly fee.

### Minimum Requirements

The minimum requirements listed below must be maintained by Client at all times. Services required to bring Client's System(s) up to these standards are not included in this Rescue SOW and will be billed to Client separately.

- 1 GB (minimum) network connection between the BDR Device and the Client Device(s) it will be backing up is required in order for the backup processes to complete in a timely manner and to reduce the amount of time to restore large amounts of data.
- Adequate Internet Access bandwidth to allow for the daily transfer of offsite backup data. Client is responsible for engaging at least one Internet Service Provider for each location needing IT connectivity to the Internet. This ISP must provide stable service and adequate bandwidth. (CTSI has no control over ISPs, but can provide input to Client on our experience with ISPs serving the Client's location.)
- BDR Device must be located in a facility with normal air conditioning and power sources.
- Three (3) network connections are required for the BDR Device.
- Participation is required in one of CTSI's IT Management programs (Assurance, Protect, Watch-IT) so that CTSI connectivity and monitoring of the BDR Device will be available
- Devices being backed up by this Rescue SOW must consist of versions of hardware, software and Windows operating system that are all currently supported by their manufacturers, and must be accessible from the BDR device in order for the backup processes to complete.
- Client Devices being backed up to the BDR must be powered on and connected to the Client's LAN where the BDR is located, in order for the backups to occur.

### Exclusions

Services that are not expressly described in this Rescue SOW will be out of scope and will not be provided to Client unless otherwise agreed, in writing, by CTSI. Without limiting the foregoing, the following services are expressly excluded under this Rescue SOW, and if required to be performed, must be agreed upon by CTSI in writing:

- Backup protection for any "Cloud" data used by the Client, such as Microsoft Office365, DropBox, OneDrive, etc.
- The BDR hardware replacement cost and the cost associated with hardware repairs or replacement due to damage, loss or destruction while at Client's location.
- This backup disaster recovery service is not available for devices running on a version of Microsoft Windows Operating System that is not supported by Microsoft. (For example, Microsoft support for Windows Server 2003 ended in July 2015.)
- To reduce the cost of offsite backups and backup data transport traffic from unnecessary backup data, a separate drive partition is typically created on source server(s) and used to store files which do not need to be backed up. The contents of this partition are specifically EXCLUDED from the backup process. Files stored on this partition may include items such as temporary files, downloaded programs which do not need to be backed up, or internal application routine backups such as SQL Server backups of databases, etc. This partition is appropriately labeled and should ONLY be used for files which do not need to be backed up.

## Loaned Equipment

The Client agrees that the BDR device(s) deployed by CTSI to the Client's location(s), which are used in the execution of this Rescue SOW, shall remain the property of CTSI. The BDR device(s) must be returned to CTSI when requested.

The combined total replacement price of all equipment belonging to CTSI which is located at the Client site(s) is \$10,404.80, plus applicable sales tax. If CTSI equipment located at the Client site (the BDR device(s)) is lost, damaged, or destroyed, the client agrees to pay CTSI for repairs or replacement (at CTSI discretion) plus applicable sales tax, for that specific equipment.

## Access to Equipment and Facilities

The Client understands that CTSI may need to utilize certain items of Client's equipment and may require access to certain Client facilities. Client will grant authority for CTSI to access Client's facility and equipment so that CTSI can fulfill its obligations under this Rescue SOW. Facility access may be denied by Client for any reason at any time. However, if CTSI is not allowed access to Client's facilities or equipment, Client could be putting its own backup data and disaster recovery solution at risk. Client understands that if it prevents CTSI's physical access to its equipment or facilities and CTSI's BDR device, Client will continue to pay the monthly fee for this Rescue SOW until such time as it returns CTSI's equipment and software to CTSI's offices, even if this Rescue SOW is subsequently terminated.

## Service Levels

We will respond to restore or virtualization requests or interruptions in the provision of the Services as soon as possible but within in the timeframe(s) described below. Severity levels will be determined by CTSI in our reasonable discretion based on our understanding of the Trouble/Severity caused by the need for the restore or virtualization process to be completed. All Services provided by this Rescue SOW will be started remotely when feasible, but CTSI will provide onsite service if remote efforts are ineffective (at CTSI discretion.) (Travel time and mileage to locations outside of the county of the CTSI dispatch location are not covered by this SOW.)

Trouble / Severity	Rescue Backup Disaster Recovery Rescue SOW	A La Carte / Services not Covered by this Rescue SOW
Critical problem: Service not available (all users and functions unavailable)	Restore efforts will begin within one (1) business hour after notification. *	Response within two (2) hours
Significant degradation of service (large number of users or business critical functions affected)	Restore efforts will begin within two (2) business hours after notification. *	Response within four (4) hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	Restore efforts will begin within eight (8) business hours after notification. *	Best efforts.
Small service degradation (business process can continue, one user affected).	Restore efforts will begin within two (2) business days after notification. *	Best efforts.

\* All time frames are calculated as of the time that CTSI is notified of the restore or virtualization request by Client through CTSI's designated support contact methods listed here:

- Via email to Help@ctsinet.com (monitored during business hours)
- Online by creating a service request on our Managed Services Customer Portal website at <https://connect.ctsinet.com/support> (monitored during business hours)
- Talking to a CTSI Dispatcher or Help Desk technician via telephone by calling our Technical Support Help Desk at 806-793-8961 (or 800-687-2874) and choosing the technical support option
- For support outside of CTSI Business Hours, calling the above number will connect you to CTSI's After-Hours paging service who will page the On-Call technician to return your call. Client understands that support services provided outside of CTSI Business Hours are not covered by this Rescue SOW.

Notifications received in any manner other than described herein may result in a delay in the provision of requested restore or virtualization services. Services provided outside of our normal CTSI Business hours will be billed to Client at the CTSI applicable hourly rate for the services involved. Client understands that leaving voice messages or sending email directly to individual technical support members at CTSI is discouraged because this may delay the resolution of the request.

## Fees

The **monthly fee** for participation in this Rescue SOW will be \$ 4,216.67 plus applicable tax, invoiced to Client in advance. This monthly fee is subject to change if Client changes the IT Systems or Options covered by this Rescue SOW (see **Changes to Monthly Fee Due to Client Changes**) and is also subject to an annual increase (see **Annual Increase to Monthly Fee**.)

Client agrees to pay a **one-time Implementation Fee of (WAIVED)** plus applicable tax. This one-time fee will be invoiced in advance, after this executed SOW is received by CTSI. (This one-time Implementation fee includes fees for implementation travel time and mileage, if applicable.)

The prices for the Services indicated in this Statement of Work are based on Client using payment methods of ACH or check. Other payment methods are available upon request, but may increase the price for Services.

## Changes to Monthly Fee Due to Client Changes

The monthly fee for this Rescue SOW is based on the quantity and Offsite choices for covered Client System devices as this Rescue SOW is commenced (see **Initial Quantities** under **Managed Equipment / Hardware / Software**.) When Client makes changes to the number of covered devices or the offsite choices for each, covered by this Rescue SOW, these changes can impact CTSI's responsibilities as dictated in this Rescue SOW. Therefore, CTSI may change the monthly fee for this Rescue SOW as Client makes changes to its IT Systems which impact CTSI responsibilities. Client understands that changes in the quantity of Client Servers or Workstations covered by this Rescue SOW, and changes to Offsite storage of backups for existing Client Devices listed in this Rescue SOW, will automatically change the monthly fee for this Rescue SOW. These items will be reviewed monthly and the total monthly Rescue SOW fee adjusted accordingly.

If the monthly fee for this Rescue SOW increases due to changes in Client Systems or Options covered by this Rescue SOW by more than 10%, CTSI will provide 30 days advance notice to the Client of the increase.

Should the Client add servers, workstations, offsite options, or make a significant change in how they utilize their IT systems, the disk space used on the Client servers could grow significantly rendering the initial BDR device storage and/or the amount of secured offsite storage space inadequate. Client understands that these changes could also impact the Internet bandwidth required to transmit the daily backup information offsite.

- o Any of these Client changes could result in increased backup storage requirements for both local and Offsite backups and therefore an increased monthly fee from that date forward, associated with this Rescue SOW.
- o Client agrees to contact CTSI at least 30 days in advance of any planned change to their Systems such as those indicated above. This will allow CTSI to determine if any change in the BDR Device, secured offsite storage, or Internet bandwidth will be required so that these adjustments can be planned prior to the need

## Annual Increase to Monthly Fee

This Rescue SOW includes an automatic annual rate increase in the monthly fee billed to the Client for the services defined in the Rescue SOW. The monthly fee increase will occur once each year on the anniversary of this Rescue SOW Commencement Date. The increased fee will become the new monthly Rescue SOW fee billed during the 12 months following the anniversary of this Rescue SOW's start date, adjusted by any other Client changes to IT Systems impacting CTSI responsibilities in this Rescue SOW during that year.

The annual increase in the monthly fee for this Rescue SOW will be based on the monthly amount billed for this Rescue SOW just prior to the SOW's anniversary.

To illustrate, the first annual increase will occur one year from the commencement of this Rescue SOW. Beginning in the 13<sup>th</sup> month of the Rescue SOW, presuming no changes have occurred in Coverage during the first year, the monthly fee for this Rescue SOW will increase beginning in the 2<sup>nd</sup> year by \$ 168.67 for a new monthly amount of \$ 4,385.34 plus applicable tax.

If changes in Coverage have occurred during the preceding year, the annual increase will be adjusted proportionately, reflecting those changes. This monthly fee will be increased every year by the same percentage on the anniversary of this Rescue SOW.

## Additional Terms

Additional terms, are attached as Schedule A to this Rescue SOW.

### Locations Covered by Services

The Services will be provided to the Client on devices at the following location(s):

Primary Location: **Hockley County**  
**802 Houston Street**  
**Levelland, TX 79336**

Additional Location Name	Location Details
Name:  _____	Address:  _____
Name:  _____	Address:  _____
Name:  _____	Address:  _____

*(If more Locations need to be listed, please attach additional pages to this Rescue SOW)*

### Acceptance of this Rescue Data Backup and Disaster Recovery SOW

Client Hockley County	CTSI Computer Transition Services, Inc.
Date:  <i>10-25-2021</i>	Date:  <i>10/27/2021</i>
Signature:  <i>Sharla Baldrige</i>	Signature:  <i>[Signature]</i>
Print Name / Position: <i>Sharla Baldrige</i> <i>Hockley County Judge</i>	Print Name/Position: <i>MICHAEL VAUGHT</i> <i>SR. VICE PRESIDENT</i>

## Risk of Complete Data Loss without Offsite Storage

CTSI strongly recommends using Offsite Storage to provide for a copy of Client's data should a disaster impact both the Client Device(s) being backed up and the backup device itself (BDR.)

Client has requested that off-site storage of backups be excluded from this Rescue SOW for those Client Devices listed in **Covered Devices** that include **NO OFFSITE** in the name of that device. If the BDR device backing up a Client device which shows **NO OFFSITE** in **Covered Devices** were to fail, there will be no backup data available and therefore no means of recovering the backup data for that No Offsite Client Device, if the Client Device also fails.

IF BOTH THE BDR DEVICE AND A CLIENT DEVICE IT BACKS UP WHICH IS DEFINED AS NO OFFSITE ARE LOST OR DESTROYED, THE DATA FROM THAT LOST CLIENT DEVICE WILL BE UNRECOVERABLE UNLESS THAT FAILED DEVICE'S BACKUP DATA HAS BEEN REPLICATED OR COPIED ELSEWHERE.

I have confirmed that the list of Client Devices identified under **Covered Devices** showing **NO OFFSITE** in the device name is correct, and I understand that the only backup of the data from those named devices will be stored on the BDR Device with no way to recover that data should the BDR Device and that Client Device both fail.

Accepted by:  
Client  
Hockley County

  
(Signature)

## SCHEDULE A

### Additional Provisions

#### **CTSI Normal Business Hours**

Normal Business Hours are defined as the hours of 8:00 am – 5:00 pm, Central Time, Monday through Friday, excluding holidays as observed by CTSI. The holidays observed by CTSI are:

- New Year's Day (January 1)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Eve (December 24)
- Christmas (December 25)

#### **CTSI Service Rates**

##### **Standard Hourly Rates**

*As this document was prepared, the standard hourly rates associated with CTSI support roles for service provided during CTSI's normal business hours vary from \$75 to \$199. These rates are subject to change. The standard hourly rates are used to bill the Client for services provided which are not covered by this Rescue SOW.*

Every CTSI employee providing IT support services is assigned to one of more than a dozen support roles. The support role of the person providing services is what determines the standard hourly rate for the services provided. Each of these support roles have education, certification and experience requirements which must be completed before a person is eligible to work in that role. As our staff increase their education and certification levels, by completing training and certification exams provided by our manufacturing partners, the person may move into a higher level support role at CTSI. This can impact the hourly rate used for the person's support services from that point forward. We work diligently to balance providing a prompt response from CTSI with a person in an appropriate support role, to minimize the client's support costs for work not covered by this Rescue SOW.

##### **After Hours Services**

- All services provided to Client outside of CTSI's Normal Business Hours as indicated below will be billed at 1.5 times CTSI's Standard Hourly Rates
- These After Hours Services will be billed in addition to the monthly Rescue SOW fees.
- After Hours rates apply:
  - Monday – Friday except holidays: 5pm to midnight and 6am to 8am
  - Saturday: 6am to midnight



## Premium After-Hours Services

- All services provided to Client outside of CTSI's Normal Business Hours and CTSI's After Hours times are considered Premium After Hours services and will be billed at 2 times CTSI's Standard Hourly Rates.
- These Premium After Hours Services will be billed in addition to the monthly Rescue SOW fees.
- Premium After Hours rates apply:
  - Monday – Saturday: midnight to 6am
  - Holidays: All Times
  - Sunday: All Times

## Travel

- Travel and mileage charges to locations outside of the county of the CTSI dispatch location are not covered by this SOW.
- When travel outside of the county of the CTSI dispatch location is required in order to provide services to the Client, the Client will be billed at ½ the Standard, After Hours, or Premium After Hours rates as applicable for all travel time plus mileage at the current federal mileage rate for travel both to and from the place of service and CTSI's dispatch location.

## Modification of System

The Services rely upon physical and virtual configurations of the System as known to, and (if applicable) determined by, CTSI. Changes made to the System without our prior authorization or knowledge may have a substantial, negative impact on the provision and effectiveness of the Services. Client agrees to refrain from moving, modifying, or otherwise altering any portion of the Covered Devices without our prior knowledge and consent. For the purposes of illustration, Client shall not add or remove hardware from the Covered Devices, or modify them without CTSI's prior knowledge. In addition, Client shall not add or remove hardware or software, or modify in any way, or attempt to relocate, or disconnect, or power down the BDR Device since it is the property of CTSI and any changes to this device may impact the ability of CTSI to provide the services agreed to as stated in this Rescue SOW.

## Data Replication

If Client purchases any services that involve data replication at a geographically diverse site, then the following applies to Client's use of that service: The rate by which the data at the primary site can be transferred to the secondary site will vary depending on the amount and type of data, constraints inherent in Client System, and fluctuations in bandwidth availability. Therefore, at any given time, the secondary site may not be completely up to date. In the event of a failure of the primary source of data, the data that has not yet completed the transfer from the primary site will be lost. This is normally not an issue, but can be when they are connected via the Internet or other lower bandwidth methods. CTSI can provide Client with some guidelines on latency times based on its understanding of Client's data and system constraints, but these guidelines are not guarantees.

## Patch Management

CTSI shall keep the BDR Device equipment and Windows based operating system software current with critical patches and updates ("Patches"), generally as such Patches are released by the manufacturers of the applicable hardware or software and are approved by CTSI. CTSI reserves the right, but not the obligation, to refrain from installing a Patch if CTSI is aware of potential technical problems caused by a Patch, or believes that a Patch may render the BDR Device unstable.

## Unsupported Configuration Elements or Services

If Client requests a configuration element (hardware or software) in a manner that is not customary at CTSI, or that is in "end of life" or "end of support" status, CTSI may designate the element or service as "unsupported," "non-standard," "best efforts," "reasonable endeavor," "one-off," "EOL," "end of support," or with like term in the service description (an "Unsupported Service"). CTSI makes no representation or warranty whatsoever regarding any Unsupported Service, and Client agrees that CTSI will not be liable to Client for any loss or damage arising from the provision of an Unsupported Service. Deployment and service level guarantees shall not apply to any Unsupported Service.

Motion by Commissioner Clevenger, second by Commissioner Graf, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the Continuation Certificate of Sylvia Ann Garza, Deputy Tax Collector of Hockley County and the Continuation Certificate of Tammy Darlene Castro, Deputy Tax Collector of Hockley County. As per Certificates recorded below.



# Western Surety Company

## CONTINUATION CERTIFICATE

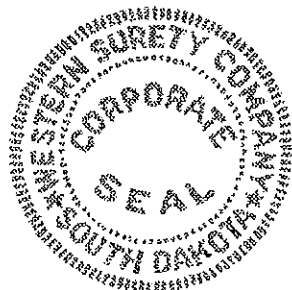
Western Surety Company hereby continues in force Bond No. 64498087 briefly described as DEPUTY TAX COLLECTOR COUNTY OF HOCKLEY,  
 \_\_\_\_\_,  
 for SYLVIA ANN GARZA,  
 \_\_\_\_\_, as Principal,  
 in the sum of \$ TEN THOUSAND AND NO/100 Dollars, for the term beginning January 16, 2022, and ending January 16, 2023, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 30th day of September, 2021.

WESTERN SURETY COMPANY

By Paul T. Bruhat  
 Paul T. Bruhat, Vice President



**THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.**

# 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 DEPUTY TAX COLLECTOR COUNTY OF HOCKLEY

bond with bond number 64498087

for SYLVIA ANN GARZA

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 Paul T. Bruflat with the corporate seal affixed this 30th day of September, 2021.

ATTEST

P. Leitheiser  
P. Leitheiser, Assistant Secretary

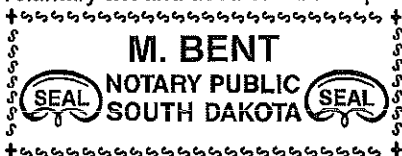
WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss



On this 30th day of September, 2021, before me, a Notary Public, personally appeared Paul T. Bruflat and P. Leitheiser

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.



M. Bent  
Notary Public

My Commission Expires March 2, 2026

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





# Western Surety Company

## CONTINUATION CERTIFICATE

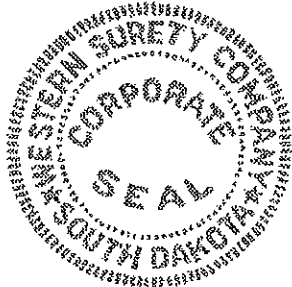
Western Surety Company hereby continues in force Bond No. 64498070 briefly described as DEPUTY TAX COLLECTOR OF HOCKLEY COUNTY

\_\_\_\_\_ ,  
 for TAMMY DARLENE CASTRO

\_\_\_\_\_, as Principal,  
 in the sum of \$ TEN THOUSAND AND NO/100 Dollars, for the term beginning January 16, 2022, and ending January 16, 2023, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 30th day of September, 2021.



WESTERN SURETY COMPANY

By Paul T. Bruhat  
 Paul T. Bruhat, Vice President

**THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.**

# 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. Bruffat 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 DEPUTY TAX COLLECTOR OF HOCKLEY COUNTY

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:

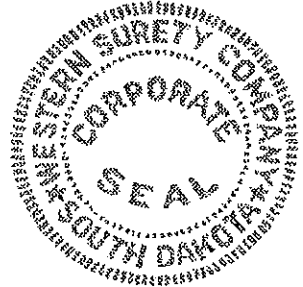
Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors 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 Paul T. Bruffat with the corporate seal affixed this 30th day of September, 2021

ATTEST

P. Leitheiser  
P. Leitheiser, Assistant Secretary

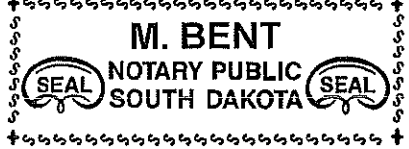
WESTERN SURETY COMPANY  
By Paul T. Bruffat  
Paul T. Bruffat, Vice President



STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 30th day of September, 2021, before me, a Notary Public, personally appeared Paul T. Bruffat and P. Leitheiser

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.



M. Bent  
Notary Public

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



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

The foregoing Minutes of a Commissioner's Court meeting held on the 25<sup>th</sup> day of October, A. D. 2021, was examined by me and approved.

Alan Wisdom  
Commissioner, Precinct No. 1

[Signature]  
Commissioner, Precinct No. 3

[Signature]  
Commissioner, Precinct No. 2

[Signature]  
Commissioner, Precinct No. 4

Sharla Baldrige  
County Judge

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

