

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

Notice is hereby given that a Regular Meeting of the above named Commissioners' Court will be held on the 7th day of October, 2024 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 for the Regular Meeting held at 9:00 a.m. on Monday, September 23, 2024.
2. Read for approval all monthly bills and claims submitted to the Court dated through October 7, 2024.
3. Hear the monthly Public Assistance report.
4. Consider and take necessary action to approve the expenditure from the Sheriff's forfeiture account in the amount of \$2,887.00 for the South Plains Auto Theft Task Force grant match.
5. Consider and take necessary action to approve the Hockley County Tax Assessor's request to change the name and address of the Highway bank account to Hockley VEHREG, 624 Avenue H, Suite 101, Levelland, Texas 79336 in order to satisfy the Texas Department Motor Vehicle in Austin, Texas.
6. Consider and take necessary action to approve Ad Valorem tax refund(s).
7. Consider and take necessary action to approve a Tax Deed for Lot Twelve (12), in Block Forty-seven (47), of the Original Town of Anton, Hockley County, Texas (R7095) to be purchased by Shannon Riebe for the amount of \$250.00.
8. Consider and take necessary action to approve a Corrected Tax Deed correcting a Tax Deed recorded at Document #200500002183, Official Public Records, Hockley County, Texas.
9. Consider and take action to approve the Notice of Election for the November 5, 2024 General Election.
10. Consider and take action to approve Joint Election Agreement with Frenship ISD for their November 5, 2024 Special Election.
11. Approve Certificate of Attendance for Election Administrator Jody Rose from the State Election Law Seminar.
12. Consider and take necessary action to adopt and approve the Plan Agreement for Plan year 2025 for the contribution rate paid by Hockley County to Texas County & District Retirement System.
13. Consider and take necessary action to approve the FY 2024 Statewide Automated Victim Notification Service (SAVNS) Grant Contract.
14. Consider and take necessary action to approve the Hockley County Grant Policy.
15. Consider and take necessary action to approve the Hockley County Contract Monitoring Plan.

16. Discussion and potential action to approve the Agreement and Monitoring Plan between Hockley County and Dr. Kyle Clayton concerning case number 22-07-10261, The State of Texas v. Robert Garza (filed in the 286th District Court of Hockley County, Texas).
17. Consider and take necessary action to approve a Resolution submitted by the Hockley County District Attorney to proceed with a grant through the Office of the Governor of the State of Texas for appellate purposes in Cause No. 19-10-9716, The State of Texas vs. Jeremy Atchison (filed in the 286th District Court of Hockley County, Texas).
18. Consider and take necessary action to approve the Agreement and Monitoring Plan between the Hockley County District Attorney and Wade Jackson for appeal work in Cause No. 19-10-9716, The State of Texas vs. Jeremy Atchison (filed in the 286th District Court of Hockley County, Texas). Payment to Wade Jackson to be made through a grant through the Office of the Governor of the State of Texas.
19. Consider and take necessary action to approve road crossing for Sabinal Energy on Tumbleweed Road, located in Precinct 2.

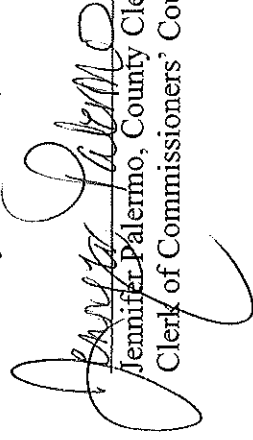
COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS.

BY:


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 3rd day of October, 2024, and said Notice remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 3rd day of October, 2024.


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



FILED FOR RECORD
AT _____ O'CLOCK ____ M.

OCT 03 2024


County Clerk, Hockley County, Texas

THE STATE OF TEXAS
COUNTY OF HOCKLEY

IN THE COMMISSIONER'S COURT
OF HOCKEY COUNTY, TEXAS

REGULAR MEETING

OCTOBER 7, 2024

Be it remembered that on this the 7th day of OCTOBER A.D. 2024, 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	County Judge
Alan D. 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 Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners court approved the minutes of the Regular Meeting held at 9:00 a.m. on Monday, September 23,2024.

Motion by Commissioner Wisdom, second by Commissioner Graf, 4 Votes Yes, 0 Votes No, that Commissioners court approved all monthly clams and bills submitted to the court and dated through October 7, 2024.

Hear monthly Public Assistance report for September 2024.



HOCKLEY COUNTY PUBLIC ASSISTANCE



September Dispositions and Request for Payment

Hockley County Public Assistance Administrator, Cara Phelan presents the following requests for financial assistance for the month of September, 2024, to the Hockley County Commissioner's Court.

SUMMARY OF APPROVED ASSISTANCE APPLICATIONS					
APPLICANT	PHYSICAL ADDRESS	ASSISTANCE REQUEST		ASSISTANCE	
		RENT	UTILITY		
Mendoza	Tiffany	506 Avenue D, Levelland	X	100.00	
Bejarano	Maria	812 Avenue C, Levelland	X	200.00	
Longoria	Mary Ann	403 Avenue L, Levelland	X	100.00	
Garcia	La Dayza	105 S. Alamo #31, Levelland	X	200.00	
Tarango	Isai	311 11 th St., Levelland	X	100.00	
Rodriguez	Michael	703 Koala Rd., Levelland	X	100.00	
Forman	Jennifer	203 E. 9 th St. Unit 5, Anton	X	99.07	
TOTAL				\$899.07	
SUMMARY OF DENIED ASSISTANCE APPLICATIONS					
APPLICANT	REQUEST	REASON FOR DENIAL			
Garza	Mia	Rental Assistance	Over Income		
Juarez	Ruby	Utility Assistance	Utility Disconnected		
Mendez	Irene	Utility Assistance	Utility Disconnected		
Rubalcava	Jose	Utility Assistance	Over Income		
Salinas	Lidia	Utility Assistance	Did not provide required documents		
Martinez	Juliana	Utility Assistance	Over Income		
PAUPER BURIAL					
APPLICANT	DECEASED	DISPOSITION		COMMENT	
		APPROVED	DENIED		

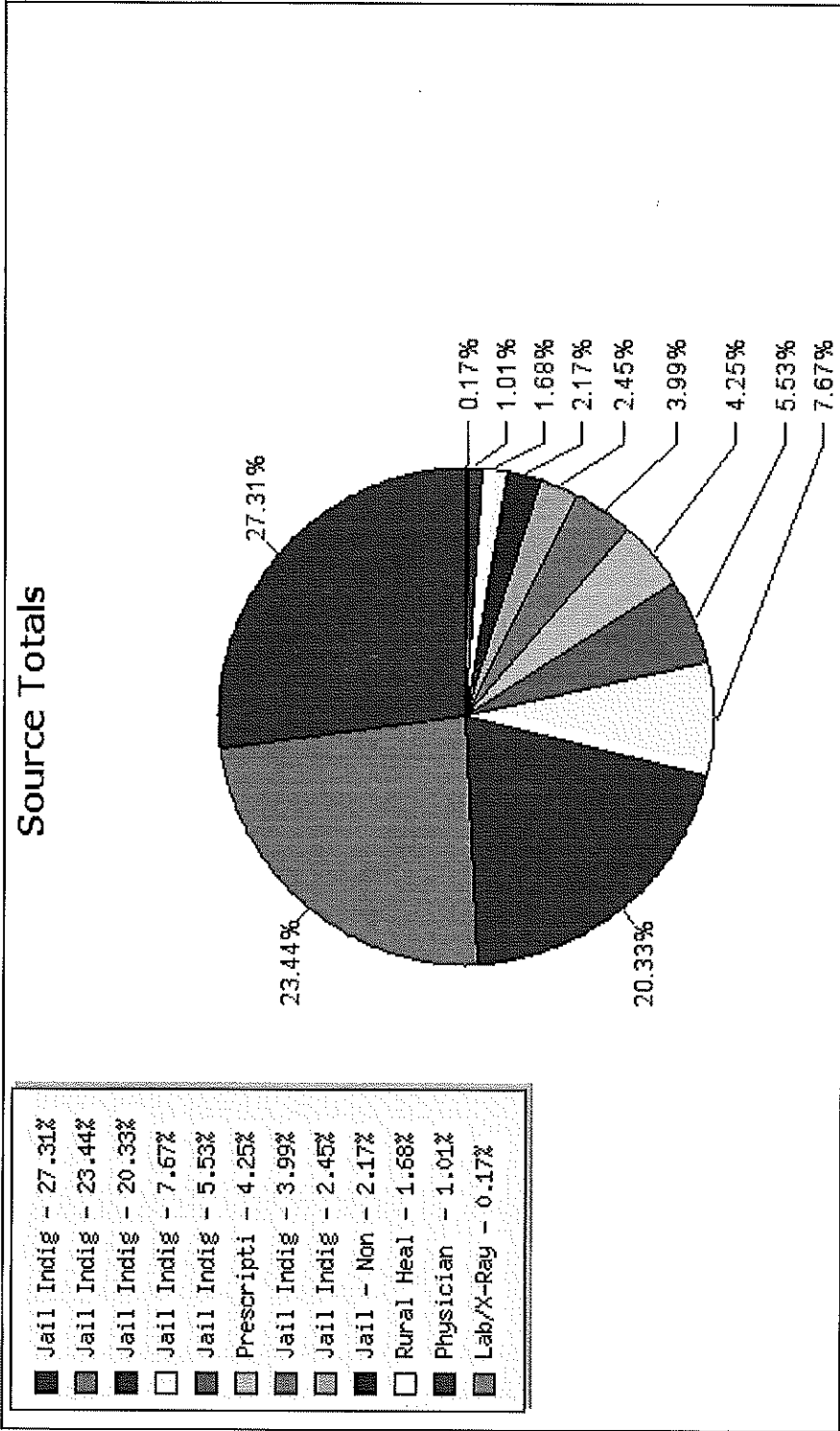
Respectfully Submitted to:
Hockley County Commissioners Court
Monday, October 7, 2024
Hockley County Public Assistance Administrator
Cara Phelan

Source Totals for Batch Dates 09/01/2024 through 09/30/2024

Jail Indigent - Hospital In-Pa	27.31%	\$7,596.41
Jail Indigent - Hospital Out-P	23.44%	\$6,518.08
Jail Indigent - Prescription D	20.33%	\$5,652.83
Jail Indigent - Physician Ser	7.67%	\$2,132.89
Jail Indigent - Rural Health C	5.53%	\$1,539.30
Prescription Drugs	4.25%	\$1,182.13
Jail Indigent - Lab/X-Ray	3.99%	\$1,109.77
Jail Indigent - Optional Servi	2.45%	\$681.87
Jail - Non-Indigent Prescripti	2.17%	\$603.03
Rural Health Clinics	1.68%	\$466.90
Physician Services	1.01%	\$281.10
Lab/X-Ray	0.17%	\$46.78

Total Expenditures

\$27,811.09



Entry Statistics for Entry Dates 09/01/2024 through 09/30/2024

Clients Entered	28
Rapid Reg. Entered	9
Vendors Entered	0
Worksheets Entered	1
Invoices Entered	151

Motion by Commissioner Wisdom second by Commissioner Carter, 4 votes yes, 0 votes no, that Commissioner Court approved the expenditure from the Sheriff's forfeiture account in the amount of \$2,887.00 for the South Plains Auto Theft Task Force grant match. As per order recorded below.

THE STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF HOCKLEY

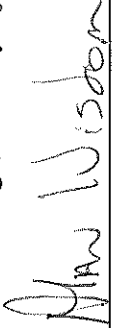
HOCKLEY COUNTY, TEXAS

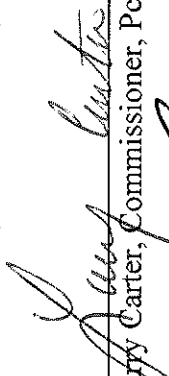
ORDER TO APPROVE EXPENDITURE FROM FORFEITURE ACCOUNT
HOCKLEY COUNTY SHERIFF'S OFFICE

The Commissioners' Court of Hockley County has hereby approved the request to use \$2,887.00 from the Sheriff's forfeiture account for the South Plains Auto Theft Task Force grant match **AND IT IS SO ORDERED.**

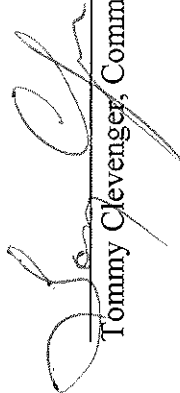
DONE IN OPEN COURT, this the 7th day of October, 2024, upon motion by Commissioner, Alan Wisdom and seconded by Commissioner, Larry Carter, and unanimously carried.


Sharla Baldrige, Hockley County Judge


Alan Wisdom, Commissioner, Pct 1


Larry Carter, Commissioner, Pct 2


Seth Graf, Commissioner, Pct 3


Tommy Clevenger, Commissioner, Pct 4

ATTEST: 
Jennifer Palermo, County Clerk,
Ex-Officio Clerk of Commissioners
Court of Hockley County, Texas

Motion by Commissioner Clevenger, second by Commissioner Graf, 4 Votes Yes, 0 Votes No, that Commissioners court approved the Hockley County Tax Assessor's request to change the name and address of Highway bank account to Hockley VEHREG, 624 Avenue H, Suite 101, Levelland, Texas 79336 in order to satisfy the Texas Department Motor Vehicle in Austin, Texas. As per Order recorded below.

THE STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

ORDER TO APPROVE ACCOUNT NAME AND ADDRESS CHANGE
HOCKLEY COUNTY TAX ASSESSOR-COLLECTOR

The Commissioners' Court of Hockley County has hereby approved the Tax Assessor-Collectors request to change the name and address of the Highway bank account to Hockley VEHREG, 624 Avenue H, Suite 101, Levelland, Texas 79336 AND IT IS SO ORDERED.

DONE IN OPEN COURT, this the 7th day of October, 2024, upon motion by Commissioner, Tommy Clevenger and seconded by Commissioner, Graf and unanimously carried.

Sharla Baldridge
Sharla Baldridge, Hockley County Judge

Alan Wisdom
Alan Wisdom, Commissioner, Pct 1

Larry Carter
Larry Carter, Commissioner, Pct 2

Seth Graf
Seth Graf, Commissioner, Pct 3

Tommy Clevenger
Tommy Clevenger, Commissioner, Pct 4

ATTEST: Jennifer Palermo by Janie Rayner
Jennifer Palermo, County Clerk,
Ex-Officio Clerk of Commissioners
Court of Hockley County, Texas



October 3, 2024

To whom it may concern,

Please be advised that Hockley VEH REG has a checking account with FirstBank and Trust, a Division of HTLF. The account is accessible for EFT/ACH transactions credits and debits. The routing number is 111319347 and the DDA account number is 659770.

Hockley VEH REG
624 Avenue H Ste 101
Levelland, TX 79336

Sincerely,

A handwritten signature in cursive script that reads "Kayla Spradling".

Kayla Spradling
On Site Manager
FirstBank and Trust, a Division of HTLF
110 College Avenue
Levelland, TX 79336
kspradling@firstbanktexas.com
806-897-4362

9816 SLIDE ROAD | LUBBOCK, TX 79424 | P 806.788.0800 | FIRSTBANKTEXAS.COM

F 806.788.0699 | TFF 866.676.0755 | EQUAL HOUSING LENDER | MEMBER FDIC

Motion by Commissioner Carter, second by Commissioner Graf, 4 votes yes, 0 votes no, that Commissioners Court approved ad valorem tax refund in the amount of:

One thousand sixteen dollars and fifty-nine cents (\$1,016.59) to Almanza Vanessa Ann

Seven hundred forty-nine dollars and seventy-one cents (\$749.71) to Packham Jacob Shawn & Sarah

One thousand sixty-five dollars and seventy-three cents (\$1,065.73) to Packham Jacob Shawn & Sarah

Refund Detail Report

Account #	Fiduciary	Payee	Type	Amount	Interest	Recalc Date	Status	State	Age Days	Modified By	Modified Date
R13794		ALMANZA VANESSA ANN	Recalc	\$1,016.59	\$0.00	4/24/2024	Open	BoardApproval	163	dbramlett@hockley.smi.tax	10/4/2024
R16458	135-11153	PACKHAM JACOB SHAWN & SARAH	Recalc	\$749.71	\$0.00	4/24/2024	Open	BoardApproval	163	dbramlett@hockley.smi.tax	10/4/2024
R16458		PACKHAM JACOB SHAWN & SARAH	Recalc	\$1,065.73	\$0.00	4/24/2024	Open	BoardApproval	163	dbramlett@hockley.smi.tax	10/4/2024
Number of Accounts: 2			Total	\$2,832.03	\$0.00						

Number of Records: 3

Motion by Commissioner Cleverger, second by Commissioner Wisdom, 4 votes yes, 0 votes No, that Commissioners Court approved a Tax Deed for Lot Twelve (12), in Block Forty-seven (47), of the Original Town of Anton, Hockley County, Texas (R7095) to be purchased by Shannon Riebe for the amount of \$250.00. As per Tax Deed recorded below.

“NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.”

TAX DEED

STATE OF TEXAS §
 §

COUNTY OF HOCKLEY §

WHEREAS, by an Order of Sale issued out of the 286th Judicial District Court of Hockley County, Texas; in Cause No. TX14-04-2753 styled Hockley County, et al. vs. Moreno, Marino, et ux, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a judgment rendered in said cause on the 20th day of August, 2018, in favor of the Plaintiffs.

WHEREAS, in obedience to said Order of Sale, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 20th day of August, 2018 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff’s sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said judgment established therein, the title to said real property pursuant to said judgment and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said judgment adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the judgment in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **TWO HUNDRED FIFTY DOLLARS AND 00/100 (\$250.00)**, said amount being the highest and best offer received from **Shannon Riebe, PO Box 422, Anton, Texas 79313**, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, and further subject to all presently recorded and validly existing restrictions, reservations, covenants, conditions, easements, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

Lot Twelve (12), in Block Forty-seven (47), of the Original Town of Anton, Hockley County, Texas (R7095)

Page 1
Approved in form by R. Douglas Jordan, PLLC
Tax Deed: Shannon Riebe, PO Box 422, Anton, Texas 79313 (R7095)

WHEREAS this conveyance is also subject to the following Fee Simple Determinable Condition:

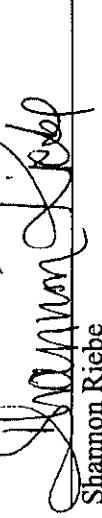
Grantee will do everything necessary to bring the Property into compliance with all state and local codes within six months of the execution date of this deed. An affidavit stating that the condition has been fulfilled, filed within six months of said date, if not contradicted by a recorded statement filed within the same six months, is conclusive evidence that the condition has been satisfied, and Grantee and third parties may rely on it.

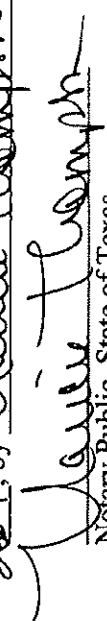
TO HAVE AND TO HOLD the above described property unto the named purchaser Shannon Riebe, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of judgment in the above referred tax suit to all taxing units which were a party of said suit and as fully and absolutely as the entities named below can convey the above described real property by virtue of said judgment and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

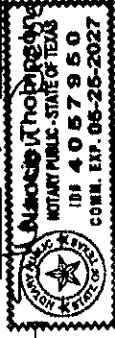
GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


Shannon Riebe

This instrument was acknowledged before me on the 2 day of December, 2024, by Shannon Riebe

Notary Public, State of Texas



Page 2

Approved in form by R. Douglas Jordan, PLLC
Tax Deed: Shannon Riebe, PO Box 422, Anton, Texas 79313 (R7095)

This deed is effective as of the date of the last notary acknowledgment of the Grantors' and Grantee's signatures.

CITY OF ANTON

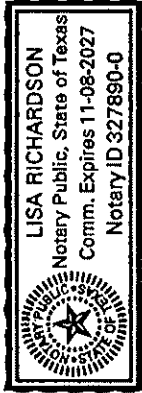
By: Blake Cate
Blake Cate, Mayor

ATTEST:

Lisa Richardson
City Secretary

This instrument was acknowledged before me on the 2 day of October, 2024, by Blake Cate, Mayor, on behalf of CITY OF ANTON in its capacity therein stated.

Lisa Richardson
Notary Public, State of Texas



HOCKLEY COUNTY

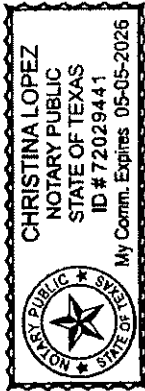
By: Sharla Baldrige
Sharla Baldrige, County Judge

ATTEST:

County Clerk

This instrument was acknowledged before me on the 7th day of October, 2024, by Sharla Baldrige, County Judge, on behalf of HOCKLEY COUNTY in its capacity therein stated.

Christina Lopez
Notary Public, State of Texas

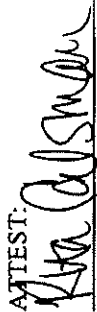


Page 4

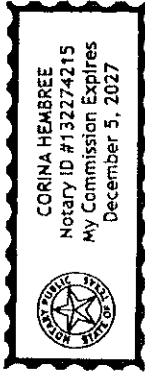
Approved in form by: R. Douglas Jordan, PLLC
Tax Deed: Shannon Riebe, PO Box 422, Anton, Texas 79313 (R7095)

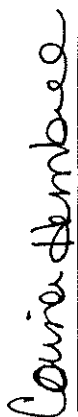
ANTON INDEPENDENT SCHOOL DISTRICT

By: 
Kirk Carlisle, Board President

ATTEST:

Board Secretary

This instrument was acknowledged before me on the 23 day of October, 2024 by Kirk Carlisle, Board President, on behalf of ANTON INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.




Notary Public, State of Texas

~~~~~

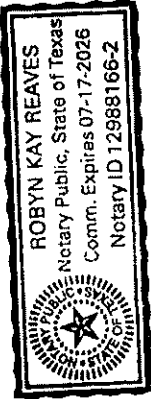
SOUTH PLAINS JR. COLLEGE

By: Mike Box  
Mike Box, Chairman of Board of Regents

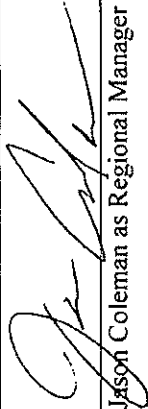
ATTEST:  
[Signature]  
Secretary

This instrument was acknowledged before me on the 10<sup>th</sup> day of October, 24, by Mike Box, Chairman of Board of Regents, on behalf of SOUTH PLAINS JR. COLLEGE in its capacity therein stated.

[Signature]  
Notary Public, State of Texas



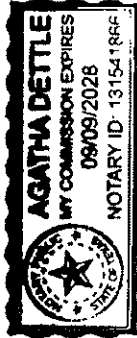
HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT

By:   
Jason Coleman as Regional Manager

This instrument was acknowledged before me on the 3rd day of October, 2024, by Jason Coleman as General Manager, on behalf of HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT in its capacity therein stated.



Notary Public, State of Texas



Motion by Commissioner Graf, second by Commissioner Wisdom, 4 votes yes, 0 votes No, that Commissioners Court approved a corrected Tax Deed correcting a Tax Deed recorded at Document #200500002183, Official Public Records, Hockley County, Texas. As per letter from Debra Bramlet Tax Assessor recorded below.



**TAMMY CASTRO**  
CHIEF DEPUTY

Email:  
propertytax@hockleycounty.org

To Pay Online:  
www.certifiedpayments.net  
Bureau Code - 7802096

OFFICE OF

**DEBRA C. BRAMLETT**

HOCKLEY COUNTY

TAX ASSESSOR  
LEVELLAND, TEXAS

Mailing Address:  
624 Ave. H, Suite 101  
Levelland, TX 79336

PHONE: (806) 894-4938  
FAX: (806) 894-1102

October 1, 2024

HOCKLEY COUNTY COURT HOUSE  
802 HOUSTON ST.  
LEVELLAND, TX. 79336  
ATTN: JUDGE SHARLA BALDRIDGE

***CORRECTED TAX DEED***

RE: A TRACT OF LAND OUT OF LABOR 11, LEAGUE 16, HOWARD CSL, HOCKLEY COUNTY, TEXAS, DESCRIBED AS FOLLOWS BY METES AND BOUNDS IN VOLUME 364 PAGE 392 OF THE DEED RECORDS OF HOCKLEY COUNTY, TEXAS

To whom it may concern,

Enclosed is the CORRECTED TAX DEED for the above referenced property. Please sign and return to our office. If you have questions or concerns, feel free to contact me. Thank you.

Sincerely,

Debra C. Bramlett  
Hockley County Tax Assessor Collector

Enc

RETURN TO: Ricky Sherrill, 116 Peggy, Levelland, Texas 79336;

CORRECTED TAX DEED

*Correcting Tax Deed recorded at Document# 200500002183, Official Public Records, Hockley County, Texas.*

STATE OF TEXAS       §

COUNTY OF HOCKLEY   §

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS:

1. YOUR SOCIAL SECURITY NUMBER, OR
2. YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, by certain Order of Sale issued out of the 286<sup>th</sup> District Court, Judicial District Court of Hockley County, Texas, on the 25<sup>th</sup> day of March 2003, the Clerk thereof, in Cause No. 90-08-1521; styled

SMYER INDEPENDENT SCHOOL DISTRICT, ET AL

V.

SIMON PORRAS

and delivered to the Sheriff of the County and State aforesaid, commanding and directing him to seize, levy upon and sell as under execution the hereinafter described real property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by the foreclosed tax liens on such real property as established and provided by a certain judgment rendered in such cause on the 23<sup>rd</sup> day of July, 2002, in favor of Smyer Independent School District, et al, Plaintiffs therein, against Simon Porras

WHEREAS, on the 25<sup>th</sup> day of March, 2003, in obedience to said Order of Sale, the Sheriff of the County and State aforesaid did seize and levy on the hereinafter described real property and all the estate, right, title and interest or claims which said Defendant(s) on the 23<sup>rd</sup> day of July, 2002, had of, in and to, and since that time had of, in and to the hereinafter described real property; and on the first Tuesday of May, 2003, A.D., it being the 1<sup>st</sup> Tuesday of the month, between the hours of 10:00 a.m. and 4:00 p.m. as prescribed by law for Sheriff's sales, did offer to sell such real property at public auction in the County of Hockley at the door of the courthouse thereof in the City of Levelland, Texas,

having first given public notice of the authority by virtue of which said sale was to be made, the time of levy, the time and place and a description of the property that was to be sold, together with other information required by law, by causing and advertisement thereof to be published in a newspaper for such purposes; and

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said judgment established therein, the title to said real property pursuant to said judgment and Section 34.01 of the State Property Tax Code was struck off to the HOCKLEY COUNTY, et al, in trust for the use and benefit of itself and each of which taxing districts were parties to such tax suit and which were by said judgment adjudged to have valid tax liens against such real property, such Sheriff's Sale being evidenced by that one Sheriff's Deed recorded in Volume 629 Page 378, on the 22<sup>nd</sup> day of December, 1998, in the Official Public Records of Hockley County, Texas, reference to which is hereby made for a better description of said Sheriff's Deed; and,

WHEREAS, pursuant to Sections 34.05 of the Texas Property Tax Code, it has been determined by the Board of Directors of the Hockley County, acting for itself and on behalf of the entities for which it collects ad valorem taxes, pursuant to the contracts between them, to be most advantageous to the above named taxing authorities, which were parties to said tax liens against such real property, to sell said real property at a private sale subject to any existing right of redemption by the Defendant in such tax suit, or any of them;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT THE, HOCKLEY COUNTY, et al, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of Six Thousand Two Hundred Fifty Dollars and NO/100ths (\$6,250.00) said amount being the highest and best offer received at said sale, to them in hand paid by Ricky Sherrill, whose address is 116 Peggy, Levelland Texas 79336; receipt of which is hereby acknowledged, having conveyed and by these presents do convey, expressly subject to the right of redemption by the Defendant in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, all the right, title and interest as was acquired and is now held by Hockley County, et al, in Trust, by virtue of said tax foreclosure sale and Sheriff's Deed to all those certain tracts of land described of land described as follows:

Tract 1: A tract of land out of Labor 11, League 16, Howard CSL, Hockley County, Texas, described as follows by metes and bounds in Volume 364 Page 392 of the Deed Records of Hockley County, Texas

TO HAVE AND TO HOLD, the above described property unto the named purchaser, Ricky Sherrill, his/her successors, heirs, and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of judgment in the above referred tax suit to all taxing units which were a party of

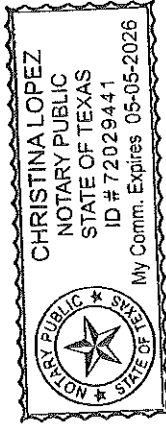
said suit and as fully and absolutely as the Hockley County, et al, can convey the above described real property by virtue of said judgment and said Order of Sale and said Section 34.05 of the Texas Property Tax Code.

EXECUTED this the 7th day of October, 2024.

Hockley County

Sharla Baldridge  
County Judge

This instrument was acknowledged before me on the 7th day of October, 2024, by Sharla Baldridge, in  
his capacity as County Judge for Hockley County, Christina Lopez  
for



Smyer Independent School District

Donna Robertson  
Superintendent

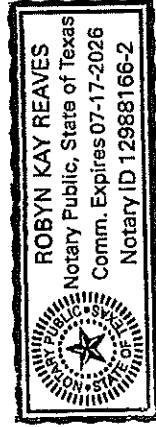
This instrument was acknowledged before me on the 4 day of September, 2024, by Chris Wade, in  
his capacity as Superintendent for Smyer Independent School District.



South Plains College

Teressa Green  
Administrator

This instrument was acknowledged before me on the 12 day of September, 2024, by Teressa Green, in  
his capacity as Administrator for South Plains College.



Notary Public, State of Texas

Motion by Commissioner Carter, second by Commissioner Clevenger, 4 votes yes, 0 votes No, that Commissioners Court approved the Notice of Election for the November 5, 2024 General Election. As per Notice of Election recorded below.

NOTICE OF GENERAL ELECTION  
AVISO DE ELECCIÓN GENERAL

To the registered voters of the County of Hockley County, Texas:

(A los votantes registrados del Condado de Hockley County, Texas)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., November 5th, 2024, for voting in a general election to elect Federal, State & County Offices (presidential electors, if applicable), Members of Congress, Members of the Legislature, and state, district, county and precinct officers.

(Notifíquese por la presente, que las casillas electorales citadas abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el 5th de noviembre de 20 24 para votar en la Elección General para elegir Oficinas federales, estatales y del condado (electores presidenciales, si es aplicable), Miembros del Congreso, Miembros de la Legislatura, y oficiales del estado, distrito, condado y del precinto.)

On Election Day, voters must vote in the precinct where registered to vote, unless the countywide polling place program is being used in the election.  
(El Día de Elección, los votantes deberán votar en el precinto donde están inscritos para votar, a menos que el programa de sitios de votación del condado se está utilizando en la elección.)

| Location of Election Day Polling Places<br>Include Name of Building and Address<br>(Sitios de votación el Día de Elección)<br>(Incluir Nombre del Edificio y Dirección) | Precinct Number(s)<br>(Número de precinto) |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| Ridgecrest Missionary Baptist Church, 801 S. Alamo Rd., Levelland                                                                                                       | 11                                         |
| Ropesville City Hall, 107 Hockley Main, Ropesville, TX 79358                                                                                                            | 14                                         |
| Gary Cain Insurance Office, 3392 S. State Rd. 188, Smyer, TX (Former South Smyer Gin Office)                                                                            | 15                                         |
| Christ United Methodist Church, 1704 S. College Ave., Levelland, TX                                                                                                     | 16                                         |
| Maillet Event Center, 2320 S. Hwy 385, Levelland, TX                                                                                                                    | 21                                         |
| Sundown High School Foyer, 511 E. 7th St., Sundown, TX                                                                                                                  | 24                                         |
| Hockley County Tax Office, 624 Ave. H, Levelland, TX                                                                                                                    | 32                                         |
| St. Philip Neri Catholic Church Parish Hall, 3898 St. Phillips Rd., Pep, TX                                                                                             | 33                                         |
| Cactus Drive Church of Christ, 501 Cactus Dr., Levelland, TX                                                                                                            | 35                                         |
| Texas Health and Human Services, 904 8th St., Levelland, TX                                                                                                             | 36                                         |
| Whitharrai Lions Club, 201 Badger St., Whitharrai, TX (Pct. 43) Anton City Hall, 400 Spade Circle, Anton, TX (Pct. 44)                                                  | 43 / 44                                    |
| St. Michaels Catholic Church, Activity Bldg., 316 E. Washington, Levelland, TX                                                                                          | 45                                         |
| Smyer Elementary School Library, 401 Lincoln St., Smyer, TX                                                                                                             | 46                                         |

During early voting, a voter may vote at any of the locations listed below:  
(Durante Votación Adelantada, los votantes podrán votar en cualquiera de los sitios de votación nombradas abajo.)

| Location of Main Early Voting Polling Place<br>Include Name of Building and Address<br>(Sitio principal de votación adelantada)<br>(Incluir Nombre del Edificio y Dirección) | Days and Hours of Operation<br>Días y Horas Hábiles |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
|                                                                                                                                                                              |                                                     |

Applications for ballot by mail shall be mailed to:

(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Jody Rose

Name of Early Voting Clerk

(Nombre del Secretario/a de la Votación Adelantada)

624 Ave. H Suite 103

Address (Dirección)

Levelland, TX

79336

City (Ciudad)

Zip Code (Código Postal)

(806)-894-1105

Telephone Number (Número de teléfono)

jrose@hockleycounty.org

Email Address (Dirección de Correo Electrónico)

<https://www.co.hockley.tx.us/page/hockley.ElectionsHome>

Early Voting Clerk's Website (Sitio web del Secretario/a de Votación Adelantada)

Applications for Ballots by Mail (ABBMs) must be received no later than the close of business on:

(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)

10 / 25 / 2024

(date)(fecha)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:

(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)

10 / 17 / 2024

(date)(fecha)

Issued this 7 day of October, 2024.  
(day) (month) (year)

(Emitada este día 7 de octubre, 2024.)  
(día) (mes) (año)

Signature of County Judge (Firma del Juez del Condado)

Motion by Commissioner Clevenger, second by Commissioner Wisdom, 4 votes yes, 0 votes no, that Commissioners Court approved Joint Election Agreement with Frenship ISD for their November 5, 2024 Special Election. As per 2024 Interlocal Agreement For Joint Election recorded below.

---

2024 INTERLOCAL AGREEMENT  
FOR JOINT ELECTIONS AGREEMENT

This agreement is entered into by and between HOCKLEY COUNTY and FRENSHIP ISD, acting by and through their governing body.

WHEREAS, the Joint Elections Commission has employed and will supervise a County Elections Administrator; and

WHEREAS, said County Elections Administrator is funded by Hockley County; and

WHEREAS, the aforementioned political subdivision, agrees to pay an amount set out herein below, listed in Exhibit A, to the purpose of conducting elections within their respective district.

NOW, THEREFORE, the political subdivision named above does contract and agree as follows:

1. Hockley County agrees to budget the majority amount towards the operating cost of the Joint Elections Administrators office.
2. The political subdivision agrees to pay Hockley County according to the schedule described in Exhibit A.
3. The political subdivision further agrees to pay, in addition to the annual amount described in Exhibit A, all expenses of each election held for its district including, but not limited to salaries, ballots, software and hardware programming, mileage, supplies and publications.
  - a. The political subdivision will be responsible for the cost of supplies and workers used to conduct an election in their respective district. When possible and if supplies or workers are shared between political subdivisions the expense will be divided and prorated to each Political Subdivision by the County Elections Administrator.
  - b. Election Judges will be paid at a rate of \$11.00 per Hour. Election Clerks will be paid at a rate of \$10.00 per Hour. This expense will be paid by the political subdivision holding the election.
  - c. Each Election Judge will be paid a flat-rate fee of \$25.00 to ensure return of all supplies, booths, Express Vote machine and EA Pollbooks. This expense will be paid by the political subdivision holding the election.

**\*\*It is agreed by the Political Subdivision that at all times and for all purposes hereunder, all election judges, clerks and all other workers involved in elections are independent contractors and shall be construed so as to find and judge, clerk, or any other election personnel to not be an employee and/or agent of the county or the Political Subdivision, and all election personnel shall not be entitled to any of the rights, privileges, or benefits of County Employees except as otherwise may be stated herein nor shall any election personnel hold himself out as an employee or agent of the County or Political Subdivision as determined by the policies of Hockley County or the Political Subdivision.**

- 4. The County agrees to submit to the Political Subdivision for payment of the election expenses within sixty (60) days of said election date.

**EXHIBIT A:**

|              |              |                         |
|--------------|--------------|-------------------------|
| FRENSHIP ISD | ONE TIME FEE | \$500.00 + ACTUAL COSTS |
|--------------|--------------|-------------------------|

Executed and approved on the date indicated:

HOCKLEY COUNTY:

BY: Sharla Baldridge  
Sharla Baldridge, County Judge

BY: Jody Rose  
Jody Rose, Elections Administrator

FRENSHIP ISD:

BY: Brad Draper  
Brad Draper, President, Board of Trustees  
Frenship Independent School District

Date Executed: September 16, 2024

Motion by Commissioner Carter, second by Commissioner Graf, 4 votes yes, 0 votes no, that Commissioners Court approved the Certificate of Attendance for Election Administrator Jody Rose from the State Election law Seminar. As per Certificate recorded below.

# CERTIFICATE OF ATTENDANCE

This Certifies That

**Jody Rose**

Successfully Completed 15.75 Hours of  
Professional Education and Development by Attending the

**42nd Annual Election Law Seminar  
for County Election Officials**

conducted by the

**Texas Secretary of State**

August 12-14, 2024  
Austin, Texas



*Christina W. Adkins*  
Christina W. Adkins  
Director, Elections Division

Motion by Commissioner Graf, second by Commissioner Carter, 4 votes yes, 0 votes no, that Commissioners Court approved to adopt and approve the Plan Agreement for Plan year 2025 for the contribution rate paid by Hockley County to Texas County & District Retirement System. As per Plan Agreement recorded below.



Plan Agreement for Plan Year 2025  
Hockley County – 209  
Effective as of Jan. 1, 2025

**Basic Plan Options**

Employee Deposit Rate: 7%  
Employer Matching: 200%  
Application of Matching: Future Only  
Prior Service Credit: 135%

**Retirement Eligibility**

At 60 (Vesting) 8 years of service  
Rule of 80 years total age + service  
At Any Age 30 years of service

**Optional Benefits**

Partial Lump-sum Payment at Retirement: No  
Group Term Life: Active-only

**Retirement Plan Funding**

Elected Rate: 12.87%

**Total Contribution Rate**

Retirement Plan Rate: 12.87%  
Group Term Life Rate: .13%  
Total Contribution Rate: 13.00%

Certification

I certify that the plan agreement for the participation of Hockley County in TCDRS for the 2025 plan year truly and accurately reflects the official action taken during properly posted and noticed meeting on 10-7-2024 (mm/dd/yy) by the Commissioners Court and such action is recorded in the official minutes.

County Judge's Printed Name: Sharla Buldrige

County Judge's Signature: Sharla Buldrige Date: 10-7-2024

Motion by Commissioner Wisdom, second by Commissioner Clevenger, 4 votes yes, 0 votes no, that Commissioners Court approved the FY 2024 Statewide Automated Victim Notification Service (SAVNS) Grant Contract. As per SAVNS Grant contract recorded below.



**RE:   FY 2025 SAVNS Grant Contract**

---

**Contract Number:** C-01708

**Grantee:** Hockley County

**Amount:** \$6,981.90

**Executed:** 10/8/2024 | 2:55 PM CDT

**Term:** September 1, 2024 – August 31, 2025

**Budget Coding:**

|         |       |          |
|---------|-------|----------|
| ORG     | PCA   | Agy Obj  |
| B310000 | 11300 | 76125137 |

# SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. C-01708

This 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 August 28, 2024, OAG renewed the OAG Certification Agreement with the renewal term to begin on September 1, 2024, and end on August 31, 2025 ("Fifth Renewal Term"). The vendor certified to provide the services is Appriss Insights, LLC, ("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, 2024, and shall terminate August 31, 2025, 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. Section 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 under 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

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;

- g. 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 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.

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

**3.7 Appriss Insights, LLC, Victim Information and Notification Everyday (VINE) Training.** GRANTEE shall complete VINE training and verify completion of the training program to the OAG prior to requesting reimbursement. No reimbursements will be processed until GRANTEE has verified completion by submitting a training certificate to the OAG.

**3.8 VineWatch Enrollment.** The OAG's certified vendor uses the VineWatch system as the database for victim notifications in Texas. GRANTEE must register applicable staff in the VineWatch online notification system to maintain GRANTEE data and continuation of

notifications. There must be at least one individual registered as an Agency Administrator and an Emergency Operations Person to contact in case of outages or other issues. If registered staff leave employment with GRANTEE or transfer to a non-SAVNS related position, GRANTEE must provide information for a new individual for VineWatch registration to the OAG within five business days of the former staff member's departure or transfer.

**3.9 VineWatch Review and Monitoring.** GRANTEE must review offender information in the VineWatch system annually to ensure information in the system is accurate and current. If GRANTEE also has their district or county court enrolled in the SAVNS program, cases uploaded to VineWatch must also be reviewed once a year to prohibited information is not maintained in the system. GRANTEE must work with the SAVNS vendor to remove inaccurate or prohibited information in a timely manner after initial discovery. If requested by the OAG, GRANTEE must show documentation that the check has been conducted, and if issues were discovered, documentation of resolution of issues with the SAVNS vendor.

## **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 and 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 Grant 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 to ensure the integrity of the fiscal and programmatic management of the organization.

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.** 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 Grant 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.

## **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 Grant Contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination or expiration of this Grant 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 Grant 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 twenty (20) 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.

**4.3.4 Fiscal Year End Required Reports.** GRANTEE shall submit fiscal year-end required reports that shall be received by the OAG on or before September 20 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.** To the extent the purchase of equipment is authorized under this grant and GRANTEE purchases equipment with grant funds. 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.

**4.3.5 Annual Independent Financial Audit Report.**

GRANTEES that are required to undergo a Single Audit must complete and submit the Single Audit of the complete program and/or organization and management letter of the audit findings within nine months of the end of the fiscal year of the agency. The audit will meet Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR

200 and Texas Grant Management Standards (TxGMS) requirements. GRANTEES whose expenditures require the completion of a Single Audit, must submit a Single Audit to the OAG, an Annual Independent Financial Audit will not satisfy the audit requirement. GRANTEES that are required to undergo an Annual Independent Financial Audit by statute, regulation, or organizational policy must submit the Annual Financial Audit of the complete program and/or organization and management letter of the audit findings if requested by the OAG. GRANTEES who do not meet the expenditure threshold of the Single Audit and are not required by statute, regulation, or organizational policy to complete an Annual Audit, are not required to submit an Annual Audit to the OAG.

**4.3.6 Close Out Invoice** GRANTEE shall submit a final invoice not later than twenty (20) 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.

**4.3.7 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.

**4.3.8 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.

**4.3.9 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.

**4.4 Notification of Change in Jail Management System and/or Court Management System.** GRANTEE shall submit written notice to the OAG of any change in the following: Jail Management System and/or Court Management System Vendor, Jail Management System and/or Court Management System software or version of software, or any change in the hardware supporting these systems (router, hard drive, etc.) that may impact the transference of data to the SAVNS Vendor. Such notice for change in management vendors or software shall be provided at least sixty (60) days in advance of such change. Notice of change in hardware supporting the systems must occur as soon as possible after the issue occurred that caused the need for replacement but prior to replacement.

#### **4.5 Compromising Matters**

**4.5.1 Reporting of Suspected Fraud, Waste, Abuse to the OAG.** GRANTEE agrees to notify the OAG of suspected Fraud, Waste, Abuse of grant funds within five business days of discovery. Failure to report in the required timeframe may result in contract termination.

**4.5.2 Reporting of Phishing, Hacking, or Compromised Computer Systems.** GRANTEE agrees to notify the OAG of any Phishing, Hacking, or any other related activity that resulted in loss of funds, or compromised banking information, within five business days of discovery. Failure to report in the required timeframe may result in contract termination.

### **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.** The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this Grant Contract. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

Notwithstanding the foregoing, should GRANTEE wish to alter the scope of the grant or change

the goals of the grant by adding or eliminating goals which were included in the GRANTEE's final "Scope of Services" included in Section 3 above, such alteration or change may only be achieved by a written, duly executed amendment to this Grant Contract.

**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 contract, or if the OAG receives financial reporting which indicates high financial risk, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

**6.3 Termination for Failure to Maintain Financial Viability.** The OAG may terminate the contract if, in its sole discretion, the OAG has a good faith belief that GRANTEE no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the contract.

**6.4 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.

**6.5 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.

**6.6 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 records for a period of seven (7) years after the Grant Contract is completed or expires, or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Grant Contract or documents are resolved. The records include, but may not be limited to, the Grant Contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under the Grant Contract, 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. OAG may, at its discretion, direct GRANTEE to retain documents for a longer period of time or transfer certain grant records to OAG custody when it is determined the records possess longer term retention value. GRANTEE must include the substance of this clause in all subcontracts.

**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. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this Grant 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 Grant 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, indicators of financial risk, or reports of conflict of interest or potential/actual fraud, waste, and abuse, 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 Grant 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 Grant Contract. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement applies.

**10.2 Uniform Grant Management Act, TxGMS 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 Texas Grant Management Standards (TxGMS), 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 TxGMS 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. 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 represents and warrants that performance under the Grant Contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. 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. Further, GRANTEE represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change

during the course of the Grant Contract or grant, GRANTEE shall promptly notify the OAG. 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 6.24 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. TO THE EXTENT PERMISSIBLE UNDER THE TEXAS CONSTITUTION AND LAWS PROMULGATED THEREUNDER, 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 GRANT CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE 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, social media posting, 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 Grant 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 Grant 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 Grant 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 Grant 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 Grant 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 agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the OAG.

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 of the suit, action or proceeding.

**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 Grant Contract who will be working on any matter covered by this Grant Contract.

**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. GRANTEE represents and warrants that OAG'S payments to GRANTEE and GRANTEE'S receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

**11.13 Dispute Resolution Process.** The dispute resolution process provided for in Chapter 2009 of the Texas Government Code shall be used to resolve any dispute arising under this Grant Contract including specifically any alleged breach of the Contract by OAG.

**11.14 Child Support Obligation Affirmation.** GRANTEE represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

**11.15 Excluded Parties.** GRANTEE certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

**11.16 Executive Head of a State Agency Affirmation.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, GRANTEE certifies that it is not (1) the executive head of the OAG, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of the OAG, (3) a person who employs a current or former executive head of the OAG.

**11.17 Political Polling Prohibition.** GRANTEE represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

**11.18 Financial Participation Prohibited Affirmation.** Under Section 2155.004(b) of the Texas Government Code, GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that the contract may be terminated and all payments withheld if this certification is inaccurate.

**11.19 Human Trafficking Prohibition.** Under Section 2155.0061 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that this contract may be terminated and all payments withheld if this certification is inaccurate.

**11.20 Prior Disaster Relief Contract Violation.** Under Sections 2155.006 and 2261.053 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that this contract may be terminated and all payments withheld if this certification is inaccurate.

**11.21 Cybersecurity Training Program.** All GRANTEES must complete a cybersecurity training. If the GRANTEE is a local unit of government, GRANTEE represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If the GRANTEE has access to any state computer system or database, GRANTEE shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with Section 2054.5192 of the Government Code.

**11.22 Debarment and Suspension.** GRANTEE certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

**11.23 Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations.** GRANTEE represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

**11.24 Legal Authority.** GRANTEE represents that it possesses legal authority to enter into this Grant Contract. A resolution, motion or similar action has been duly adopted or passed as an official act of the GRANTEE'S governing body, authorizing the execution of the Grant Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of GRANTEE to act in connection with the Grant Contract and to provide such additional information as may be required.

**11.25 Limitations on Grants to Units of Local Government.** GRANTEE acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- a. Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
- b. Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- c. Sections 2113.012 and 2113.101 of the Texas Government Code

**11.26 Open Meetings.** If the GRANTEE is a governmental entity, GRANTEE represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

**11.27 COVID-19 Documentation.** Pursuant to Texas Health and Safety Code, Section 161.0085(c), a business in this state may not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business. To the extent applicable, Grantee represents and warrants that it is in compliance with Texas Health and Safety Code, Section 161.0085 and is eligible, pursuant to that section, to receive a grant or otherwise enter into a contract payable with state funds.

**11.28 Public Camping Ban.** GRANTEE certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code § 364.003. If GRANTEE is currently being sued under the provisions of Local Government Code § 364.003, or is sued under this section at any point during the duration of this grant, GRANTEE must immediately disclose the lawsuit and its current posture to the OAG.

**11.29 Disaster Recovery Plan.** Upon request of OAG, GRANTEE shall provide the descriptions of its business continuity and disaster recovery plans.

**11.30 Discrimination Prohibited.** To the extent applicable, in accordance with Section 2105.004 of the Texas Government Code, GRANTEE represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

**11.31 Force Majeure.** Neither GRANTEE nor OAG shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, epidemics or pandemics, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

## **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. It is the intent and agreement of the Parties to this Grant Contract that the resulting Grant Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves

the same objective. All other provisions of the Grant Contract will 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.

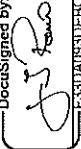
**12.7 Signature Authority.** The undersigned Parties represent and warrant that the individuals submitting this document are authorized to sign such documents on behalf of the respective Parties.

**12.8 False Statements.** GRANTEE agrees and acknowledges that if GRANTEE signs the Grant Contract with a false statement or it is subsequently determined that GRANTEE has violated any of the representations, warranties, guarantees, certifications, or affirmations included in the Grant Contract, or any documents submitted in connection with the Grant Contract, then GRANTEE will be in default under the Grant Contract and OAG may terminate or void the Grant Contract.

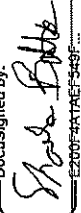
**IN WITNESS HEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS CONTRACT.**

**OFFICE OF THE ATTORNEY  
GENERAL**

Hockley County

DocuSigned by:  
  
F33DA093DEBC4E9...

Printed Name: Josh Reno  
Office of the Attorney General

DocuSigned by:  
  
E200F4416F546F...

Printed Name: Sharla Baldridge  
Authorized Official

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. C-01708

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:

| Annual Cost for Jail | Annual Cost for Courts | MAXIMUM REIMBURSABLE COSTS |
|----------------------|------------------------|----------------------------|
| \$5,935.12           | \$1,046.78             | \$6,981.90                 |

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.

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

Contract No. 20222344900-401-01

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 Insights, LLC**. ("Vendor") as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement");

WHEREAS Hockley County as a Participating Entity and VENDOR executed a Participating Services Agreement identified as Contract No. 20222344900-401-01 under which VENDOR would provide SAVNS to Hockley County (the "Contract");

WHEREAS SECTION 1 of the Contract permitted the Hockley County to, in its sole and absolute discretion, renew the Contract to the extent the OAG Certification Agreement, remains in effect;

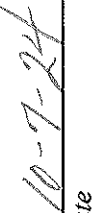
WHEREAS the OAG amended the OAG Certification Agreement, extending the term thereof to August 31, 2025;

NOW, THEREFORE, THIS **FIFTH CONTRACT RENEWAL** is exercised by Hockley County as follows:

The Contract terminated on August 31, 2023, and was renewed through August 31, 2024. The Contract is hereby renewed, with this Fifth Contract Renewal Term ("Fifth Renewal Term") to begin on September 1, 2024 and end of August 31, 2025 at a cost up to \$6,981.90 for services during the Fifth Renewal Term. Pursuant to Section 1 of the Contract, this Fifth 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.

Hockley County by:

  
Signature

  
Date

  
Name

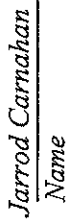
  
Title

Acknowledged by Appriss Insights, LLC.



\_\_\_\_\_  
Signature

  
Date

  
Name

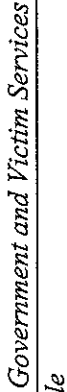
  
Title

EXHIBIT B

FIFTH 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 Insights, LLC. (“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 to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG amended the OAG Certification Agreement, extending the term thereof to August 31, 2025;

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

The Contract terminated on August 31, 2023, and was renewed through August 31, 2024. The Contract is hereby renewed, with this Fifth Contract Renewal Term (“Fifth Renewal Term”) to begin on September 1, 2024 and end of August 31, 2025 at a cost up to \$(ENTER DOLLAR AMOUNT) for services during the Fifth Renewal Term. Pursuant to Section 1 of the Contract, this Fifth 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 Insights, LLC.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Certificate Of Completion

Envelope Id: 057944C90FBD43108CE1AFCDFFB6DFAAC  
Subject: Please DocuSign: FY 2025 SAVNS Grant Contract  
Template ID:  
Template ID Usage Tracking:  
Division Designed Templates:  
Template ID Usage Tracking - List 2:  
Division Designed Templates - List 2:  
Source Envelope:  
Document Pages: 26  
Certificate Pages: 7  
AutoNav: Enabled  
EnvelopeId Stamping: Disabled  
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:  
Lauren Sellers  
PO Box 12548  
Austin, TX 78711-2548  
Lauren.Sellers@oag.texas.gov  
IP Address: 136.62.220.35

Record Tracking

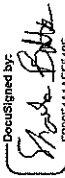
Status: Original  
9/20/2024 8:45:45 AM  
Holder: Lauren Sellers  
Lauren.Sellers@oag.texas.gov

Location: DocuSign

Signer Events

Sharla Baldridge  
sbaldridge@hockleycounty.org  
Security Level: Email, Account Authentication  
(None)

Signature

DocuSigned by:  
  
E20FCA1AEF546P...

Timestamp

Sent: 9/20/2024 8:45:50 AM  
Viewed: 9/20/2024 11:14:01 AM  
Signed: 10/7/2024 2:02:53 PM

Signature Adoption: Drawn on Device  
Using IP Address: 216.75.249.226

Electronic Record and Signature Disclosure:

Accepted: 9/20/2024 11:14:01 AM  
ID: 80bdc7e0-2eb7-4b08-9a20-03adadb4dd58

Completed

Alisha Jackson  
Alisha.Jackson@oag.texas.gov  
Division Chief, Grants Administration Division  
Signing Group: Grants Administration Division Chief  
Security Level: Email, Account Authentication  
(None)  
Using IP Address: 172.56.93.194

Sent: 10/7/2024 2:02:56 PM  
Viewed: 10/7/2024 4:14:47 PM  
Signed: 10/7/2024 4:14:51 PM

Electronic Record and Signature Disclosure:

Accepted: 2/23/2024 8:23:45 AM  
ID: 57413e82-55e3-43f9-83e8-9be3f80b270a

Completed

Lane M. Brown  
Lane.Brown@oag.texas.gov  
Chief, Crime Victim Services  
Office of the Attorney General of Texas - Executive  
Project Management Office  
Using IP Address: 66.69.227.44

Sent: 10/7/2024 4:14:54 PM  
Viewed: 10/7/2024 4:38:07 PM  
Signed: 10/7/2024 4:38:14 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Completed

Scarlett Tucker  
Scarlett.Tucker@oag.texas.gov  
Signing Group: GCD Attorneys  
Security Level: Email, Account Authentication  
(None)  
Using IP Address: 204.64.24.2

Sent: 10/7/2024 4:38:17 PM  
Viewed: 10/8/2024 7:56:53 AM  
Signed: 10/8/2024 7:58:36 AM

Electronic Record and Signature Disclosure:

| Signer Events                                                                                                                                                                                                                                                                                          | Signature                                                                                                                                                                                                           | Timestamp                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| Not Offered via DocuSign                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                     |                                                                                            |
| Kristi Allick<br>Kristi.Alick@oag.texas.gov<br>Signing Group: Budget Analysts (Non-CS)<br>Security Level: Email, Account Authentication (None)                                                                                                                                                         | Completed<br><br>Using IP Address: 204.64.24.2                                                                                                                                                                      | Sent: 10/8/2024 7:58:40 AM<br>Viewed: 10/8/2024 8:16:31 AM<br>Signed: 10/8/2024 8:16:37 AM |
| Electronic Record and Signature Disclosure:<br>Not Offered via DocuSign                                                                                                                                                                                                                                |                                                                                                                                                                                                                     |                                                                                            |
| Josh Reno<br>Josh.Reno@oag.texas.gov<br>Deputy Attorney General for Criminal Justice<br>Office of the Attorney General of Texas<br>Signing Group: Deputy Attorney General for Criminal Justice<br>Security Level: Email, Account Authentication (None)                                                 | <div>DocuSigned by:<br/><br/>F3DA893DEBC4EB...</div><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 70.129.251.66 | Sent: 10/8/2024 8:16:41 AM<br>Viewed: 10/8/2024 2:55:24 PM<br>Signed: 10/8/2024 2:55:30 PM |
| Electronic Record and Signature Disclosure:<br>Not Offered via DocuSign                                                                                                                                                                                                                                |                                                                                                                                                                                                                     |                                                                                            |
| In Person Signer Events                                                                                                                                                                                                                                                                                | Signature                                                                                                                                                                                                           | Timestamp                                                                                  |
| Editor Delivery Events                                                                                                                                                                                                                                                                                 | Status                                                                                                                                                                                                              | Timestamp                                                                                  |
| Agent Delivery Events                                                                                                                                                                                                                                                                                  | Status                                                                                                                                                                                                              | Timestamp                                                                                  |
| Intermediary Delivery Events                                                                                                                                                                                                                                                                           | Status                                                                                                                                                                                                              | Timestamp                                                                                  |
| Certified Delivery Events                                                                                                                                                                                                                                                                              | Status                                                                                                                                                                                                              | Timestamp                                                                                  |
| Carbon Copy Events                                                                                                                                                                                                                                                                                     | Status                                                                                                                                                                                                              | Timestamp                                                                                  |
| Accounting - DocuSign Contracts<br>ACC_DocuSign_Contracts@oag.texas.gov<br>Victoria Ojeda<br>Victoria.Ojeda@oag.texas.gov<br>Christina Cisneros<br>Christina.Cisneros@oag.texas.gov<br>Signing Group: Accounting - DocuSign Contracts<br>Inbox<br>Security Level: Email, Account Authentication (None) | COPIED                                                                                                                                                                                                              | Sent: 10/8/2024 2:55:32 PM                                                                 |
| Electronic Record and Signature Disclosure:<br>Not Offered via DocuSign                                                                                                                                                                                                                                |                                                                                                                                                                                                                     |                                                                                            |
| GCD Contracts<br>GCDContracts@oag.texas.gov<br>GCD Contracts<br>Office of the Attorney General<br>Security Level: Email, Account Authentication (None)                                                                                                                                                 | COPIED                                                                                                                                                                                                              | Sent: 10/8/2024 2:55:34 PM                                                                 |
| Electronic Record and Signature Disclosure:<br>Accepted: 2/14/2024 9:28:00 AM<br>ID: eecf43d8-1763-44c6-85c7-b376774aebfc                                                                                                                                                                              |                                                                                                                                                                                                                     |                                                                                            |
| GAD Contract Box<br>GADContracts@oag.texas.gov<br>Security Level: Email, Account Authentication (None)                                                                                                                                                                                                 | COPIED                                                                                                                                                                                                              | Sent: 10/8/2024 2:55:35 PM                                                                 |

Carbon Copy Events

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

9/20/2024 8:45:50 AM

Certified Delivered

Security Checked

10/8/2024 2:55:24 PM

Signing Complete

Security Checked

10/8/2024 2:55:30 PM

Completed

Security Checked

10/8/2024 2:55:35 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

## **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**

DocuSign provides security assurance with enterprise-wide ISO 27001:2013 certification, xDTM compliance, as well as SSAE 16, SOC 1 Type 2, SOC 2 Type 2 reports. DocuSign delivers data confidentiality with application level AES 256 bit encryption.

### **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 Carter, second by Commissioner Graf, 4 votes yes, 0 votes no, that Commissioners Court approved the Hockley County Grant Policy. As per Order recorded below.

THE STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

ORDER TO APPROVE THE HOCKLEY COUNTY GRANT POLICY

The Commissioners' Court of Hockley County has hereby approved the Hockley County Grant Policy AND IT IS SO ORDERED.

DONE IN OPEN COURT, this the 7<sup>th</sup> day of October, 2024, upon motion by Commissioner, Larry Carter, seconded by Commissioner, Alan Wisdom and unanimously carried.

Sharla Baldridge  
Sharla Baldridge, Hockley County Judge

Alan Wisdom  
Alan Wisdom, Commissioner, Pct 1

Larry Carter  
Larry Carter, Commissioner, Pct 2

Seth Graf  
Seth Graf, Commissioner, Pct 3

Tommy Clevenger  
Tommy Clevenger, Commissioner, Pct 4

ATTEST: Jennifer Palermo by Jane Laguna  
Jennifer Palermo, County Clerk,  
Ex-Officio Clerk of Commissioners  
Court of Hockley County, Texas

## **HOCKLEY COUNTY GRANT POLICY**

Hockley County does not have a centralized grants department; therefore, it is the responsibility of each department obtaining a grant to care for and be familiar with all grant documents and requirements. If a grant is Federal, the department should immediately notify the Auditor for inclusion in the County's Single Audit. For the purpose of this policy "Grant Administrator" applies to the individual within a given department who will be responsible for the grant.

### **Grant Review and Approval**

All grant submittals will be reviewed for their cash match requirements, their potential impact on the operating budget, and the extent to which they meet the County's goals and policy objectives. If there is a cash match requirement, the source of the funding for the matching funds will be identified prior to submitting the grant application. All grant submittals will also be reviewed for any "in-kind" grant match being considered in lieu of a cash match. Since an "in-kind" match requires the use of force account labor, the requesting department will confirm this will not negatively impact existing service levels.

All grant submissions must include an explanation of the need for the grant, the terms of the grant, including reporting requirements, and an analysis of the ongoing maintenance and operations costs that will be incurred by the County upon acceptance of the grant. The department will designate a Grant Administrator for each grant. The Grant Administrator will coordinate all grant submissions with the County Judge or his/her designee. Once a grant is approved, the Grant Administrator will send to the County Auditor's office a copy of the grant application and all grant related documentation.

The County Judge or his/her designee will approve all grant submissions. The Commissioners Court must approve all grant applications.

If the grant opportunity is identified during the budget process, it will be included in the appropriate revenue and expenditure accounts. If the grant is accepted after completion of the budget process, the department applying for the grant funding will work with the County Auditor's Office to prepare the associated budget amendment.

### **Grant Administration**

The Grant Administrator will provide a copy of the approved grant submission (via email or hard copy) to the County Judge or his/her designee and the County Auditor. The Grant Administrator will then initiate a meeting with the County Judge or his/her designee, the County Auditor, and any other department

members participating in the grant-funded program/expenditure. At that meeting, the roles and responsibilities related to the administration of and reporting for the grant will be established and the appropriate fund and account number(s) will be assigned.

### **Grant Management**

The Grant Administrator will be responsible for all operations aspects of grant management and will maintain detailed records to ensure maximum reimbursement of grant funds and full compliance with the grant requirements and the Single Audit Act.

The expenditure of grant funds will follow all applicable County policies and procedures, including purchasing and bid policies. The Grant Administrator will verify that any vendors selected for the grant-funded program/expenditure are not debarred or excluded from providing goods and services under state or federal award programs. The list of vendors debarred from doing business with the State of Texas is available at the website of the Texas Comptroller of Public Accounts (Debarred Vendor List) at: <https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php>

The Grant Administrator will utilize the Official U.S. Government System of Award Management (SAM) to verify that a potential vendor/contractor has not been excluded or debarred before contracting with that vendor on a federally funded grant. SAM contains an electronic roster of debarred companies excluded from Federal Procurement and non-procurement programs throughout the U.S. Government (unless otherwise noted) and from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits. Instructions on how to access SAM may be found at: <http://www.dol.gov/ofccp/regs/compliance/preaward/debarlist.htm>.

### **Grant Termination and/or Reduced Grant Funding**

In the event of reduced grant funding, County resources will be substituted only after all program priorities and alternatives have been considered during the budget process, unless the County is obligated, through the terms of the grant, to maintain the program or associated positions.

The County will terminate grant-funded programs and associated positions when grant funds are no longer available, and it is determined that the program no longer supports County goals and policy objectives or is no longer in the best interest of the County. The County will complete any outstanding obligations following the termination of any grant funding.

## **Period of Performance**

Each grant requires a different period of performance, or time period, within which the funds are required to be spent. All project periods are monitored by the Auditor's Office and the Grant Administrator. Coordination is maintained with the granting agency throughout the lifespan of the project. Any issues that arise during the period of the performance are addressed immediately with all parties involved.

## **Accounting Process**

Fund accounting is the method by which costs incurred are allocated to grant programs by classification (i.e., type of expenditure); it is an important element of grant accounting. The county system is set up to provide fund accounting to comply with grant requirements. By using ledger or sub ledger numbers, reports can be generated to identify separate records of grant activity and can be used to periodically reconcile the information to those applicable general ledger/sub ledger accounts. The Auditor's Department monitors this information for all county grants.

## **Procedure**

All vouchers submitted to Hockley County for payment will follow one of the following procedures. The Auditor's Department will work with each department/grant or agency to determine the proper method.

All vouchers submitted for payment to the granting entity, such as the State of Texas, will be submitted through the Auditor's Department.

Auditor's Department will obtain receipt copies to be placed in the corresponding grant file.

## **Expenditures**

Hockley County, Texas will assure grant expenditures are allowable, necessary and reasonable in the operation of the grant except in unusual circumstances or exceptions to the listed characteristics in the Uniform Grant Management Standards.

To determine the allowable cost, the following criteria should be met:

Be necessary and reasonable for proper and efficient performance and administration of Federal or state awards;

Be allocable to Federal and State awards;

Be authorized and not prohibited under State or local laws or regulations;

Conform to any limitations or exclusions set for in Federal or state laws, meet terms and conditions of the Federal or State award, or other governing regulations as to types or amounts of cost items;

Be consistent with policies, regulations and procedures that apply uniformly to both Federal or State awards and other activities of the governmental unit;

Be accorded consistent treatment. A cost may not be assigned to a Federal or State award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal or State award as an indirect cost;

Except as otherwise provided, be determined in accordance with generally accepted accounting principles;

Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal or State award in either the current or a prior period, except as specifically provided by law or regulation;

Be adequately documented. Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills, and other documentation that verifies the expenditure amount and appropriateness to the grant.

### **Reasonable Costs**

A cost is reasonable if, in its nature of amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. The question of the reasonableness of specific costs must be scrutinized with particular care in connection with organizations or separate divisions thereof, which received the preponderance of their support from awards made by Federal agencies. In determining the reasonableness of a given cost consideration shall be given to:

Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award.

The restraints or requirements imposed by such factors as generally accepted sound business practice, arm's length bargaining, federal and state laws and regulations and terms and conditions of the award.

Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its

members, employees, clients, the public at large and the Federal Government.

Significant deviations from the established practices of the organization which may unjustifiably increase the award cost.

### **Allocable Costs**

A cost is allocable to a particular cost objective, such as a grant, contract, project, service or other activity in accordance with the relative benefits received. A cost is allocable to a Federal award if it is treated consistently with other costs incurred for the same purpose in like circumstances and if it:

- Is incurred specifically for the award;

- Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or

- Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

Any cost allocable to a particular award or other cost objective under these principles may not be shifted to other Federal awards to overcome funding deficiencies or to avoid restrictions imposed by law of by the terms of the award.

### **Applicable Credits**

Applicable credits refer to those receipts or reduction of expenditure-type transactions that offset or reduce expense items allocable to award as direct or indirect costs. Examples of such transactions are: purchase discounts, rebates or allowances, recoveries or indemnities on losses, insurance refunds or rebates, and adjustment of overpayments or erroneous charges. To the extent that such credits accruing to or received by the organization relate to allowable costs, they shall be credited to the award as a cost reduction or cash refunds, as appropriate.

In some instances, the amounts received from awards to finance activities or service operations or the organization should be treated as applicable credits.

### **Grant Record Keeping**

Grantees are required to maintain and retain all financial and program records, supporting documents and statistical and other records pertinent to the grant. Records must be maintained for three years (3), unless other retention of documentation is required by the grant agreement. It is the Hockley County policy to retain records for five (5) years unless a greater retention rate is

specified in the grant agreement. Records under audit, involving unresolved findings, appeals or litigation must be held until the action is completed.

### **Internal Controls**

Hockley County has established a system of internal controls designed to safeguard County assets, ensure the accuracy and reliability of account and financial records, promote operations efficiency, and adhere to prescribed policies in compliance with federal and state regulations and County policies.

Hockley County has adopted a written policy on cash handling, fraud prevention and internal controls.

Hockley County will strive to maintain appropriate segregation of duties in the conduct of County business in order to reduce the opportunities for any person to perpetrate and conceal errors for irregularities in the normal course of assigned duties.

Hockley County will ensure all employees responsible for cash handling and/or financial transactions are familiar with and understand the applicable County policies and procedures.

Motion by Commissioner Clevenger, second by Commissioner Wisdom, 4 votes yes, 0 votes no, that Commissioners Court approved the Hockley County Contract Monitoring Plan. As per Order recorded below.

THE STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

ORDER TO APPROVE HOCKLEY COUNTY CONTRACT MONITORING PLAN

The Commissioners' Court of Hockley County has hereby approved the Hockley County Contract Monitoring Plan AND IT IS SO ORDERED.

DONE IN OPEN COURT, this the 7<sup>th</sup> day of October, 2024, upon motion by Commissioner, Alan Wisdom and seconded by Commissioner, Charla Baldridge, and unanimously carried.

Charla Baldridge  
Charla Baldridge, Hockley County Judge

Alan Wisdom  
Alan Wisdom, Commissioner, Pct 1

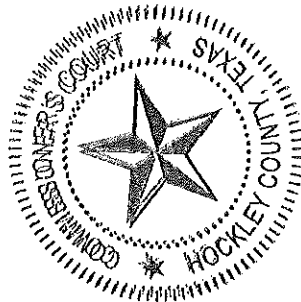
Larry Carter  
Larry Carter, Commissioner, Pct 2

Seth Graf  
Seth Graf, Commissioner, Pct 3

Tommy Clevenger  
Tommy Clevenger, Commissioner, Pct 4

ATTEST: Jennifer Palermo by Jamie Raymo

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



## HOCKLEY COUNTY CONTRACT MONITORING PLAN

The following policies and procedures are hereby implemented in order to ensure that contracts involving the Office of the Governor (OOG) funds are adequately monitored. While these best practices are specifically designed for contracts dealing with OOG grant funds, they can also be beneficial when managing other contracts. Accomplishing contract goals and ensuring that contractors meet their responsibilities are the primary objectives.

- Training in Contract Monitoring  
Proper contract monitoring is more easily achieved when county personnel receive training in this regard. County personnel responsible for managing OOG contracts shall review this policy plan and take a grant management class on an annual basis.
- Post-Award Meeting  
The Hockley County employee responsible for managing a specific OOG grant shall meet with a Contractor as soon as possible after their selection. The meeting may be by telephone or video but will preferably occur in person. The Contractor will be apprised of their expected Scope of Services and agreement details will be clarified. OOG grant subject matter is often complex, personal, and of a sensitive nature. Establishing a rapport between the County and the Contractor enhances communication and increases the likelihood of achieving contract goals.
- Contingency Plan  
The Hockley County grant manager shall develop a contingency plan for each specific Contractor in the event they are unable to fulfill their obligations. Contractors in OOG funded endeavors are generally not selected through a traditional procurement process but rather for their specialized, unique expertise and qualifications. A potential contingent replacement Contractor with similar capabilities shall be identified in the event their services are needed.
- Contract Files  
The Hockley County grant manager shall maintain a physical file in their office containing all contract-related information. This is in addition to any digital, electronic documentation. The file shall be organized such that someone could reconstruct and understand the history of the contract in the absence of the contract administrator/grant manager. This file shall be available for review during normal business hours. At a minimum, the file should contain the following:
  - Signed copy of the contract
  - Any contract amendments
  - A copy of this monitoring plan
  - Identification of a contingency Contractor
  - Notes of any meetings
  - Contract correspondence
  - Invoices/Programmatic Reports
- Monthly Invoices  
Contractors shall submit an invoice on a monthly invoice detailing services rendered and time expended. Even in the event no services were rendered for a particular month, an invoice is required and shall explain that no services occurred.

- Programmatic Reports

An invoice shall also suffice as a Programmatic Report. The invoice shall be concise yet specific enough to detail the precise nature of their services. A mere notation of time expended is not sufficient; the description of services rendered is necessary and must correlate with the specific objectives of the contract.

- Grant Manager/County Auditor Collaboration

The Hockley County grant manager shall collaborate with the Hockley County Auditor on at least a monthly basis to review grant-related activity and discuss any invoices received or paid during that time period. The manager and auditor shall also discuss upcoming deadlines and benchmarks concerning the grant project. Such collaboration is paramount in effectively managing an OOG grant and will reduce redundancies and serve as a cross-check on grant progress.

- Closeout Procedures

Upon completion of a contract, the grant manager and county auditor shall work together so that:

- All invoices are paid and are within grant date parameters
- Any disallowed costs are settled
- Any County property in possession of a Contractor is returned
- Any security badges/cards are returned

- Post-Contract Review

At the end of a contract and grant period, the grant manager, county auditor, and any other relevant Hockley County officials shall evaluate the overall success of the grant and the contract. The Contractor's performance shall be evaluated and they shall be assessed for the utilization of their services in future endeavors. The grant manager shall write a brief report summarizing these findings and place it in the file. Contract files shall be retained for at least five years.

Motion by Commissioner Carter, second by Commissioner Wisdom, 4 votes yes, 0 votes no., that Commissioner Court approved the Agreement and Monitoring Plan between Hockley County and Dr. Kyle Clayton concerning case number 22-07-10261, The State of Texas vs. Robert Garza (filed in the 286<sup>th</sup> District Court of Hockley County, Texas). As per order recorded below.

THE STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

ORDER TO APPROVE AGREEMENT AND MONITORING PLAN  
HOCKLEY COUNTY DISTRICT ATTORNEY

The Commissioners' Court of Hockley County has hereby approved the Agreement and Monitoring Plan between Hockley County and Dr. Kyle Clayton concerning case number 22-07-10261, The State of Texas v. Robert Garza, filed in the 286<sup>th</sup> District Court of Hockley County, Texas **AND IT IS SO ORDERED.**

**DONE IN OPEN COURT**, this the 7<sup>th</sup> day of October, 2024, upon motion by Commissioner, Carter and seconded by Commissioner, Wisdom and unanimously carried.

Sharla Baldrige  
Sharla Baldrige, Hockley County Judge

Alan Wisdom  
Alan Wisdom, Commissioner, Pct 1

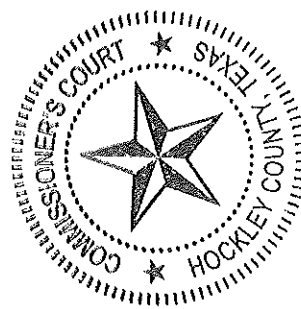
Larry Carter  
Larry Carter, Commissioner, Pct 2

Seth Graf  
Seth Graf, Commissioner, Pct 3

Tommy Clevenger  
Tommy Clevenger, Commissioner, Pct 4

ATTEST: Jennifer Palermo by: Annie Raymo

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



**AGREEMENT BETWEEN 286<sup>TH</sup> JUDICIAL DISTRICT ATTORNEY'S OFFICE  
and DR. KYLE CLAYTON**

**Parties:** This Agreement is made between the 286<sup>th</sup> Judicial District Attorney's Office ("District Attorney") 802 Houston St., Suite 212, Levelland, TX 79336 and Dr. Kyle Clayton of Price/Proctor ("Clayton") 11882 Greenville Ave, Suite 107, Dallas, TX 75243.

**Background:** Robert Garza, Jr. ("Garza") was charged with Capital Murder in Cause # 22-07-10261 in the 286<sup>th</sup> Judicial District Court of Hockley County, Texas. Garza's trial was scheduled to start on January 29, 2024 but Garza entered a guilty plea on December 14, 2023. Clayton is providing essential forensic psychological evaluations of Garza since his mental health and competency were critical issues in this case. District Attorney received a funding grant from the Office of the Texas Governor's ("Funds") to help defray the expenses of this capital murder case, including the costs of Clayton's services.

**Agreement:**

1. Utilization of Funds: In consideration of payment to Clayton at the rate of \$400 per hour, Clayton is providing forensic psychological services for the assessment and evaluation of Garza. This includes but is not limited to preparation for trial, record review, analysis, and attorney consultation.
2. Monitoring Plan: As this is a reimbursement grant, Clayton shall abide by the monitoring plan attached as "Exhibit A" and incorporated by reference.
3. Responsibilities of Clayton: Clayton is responsible for assessing and evaluating Garza's mental health and mental abilities, screening him for psychological disorders, and assisting District Attorney concerning Garza's mental health issues. This also may include competency, malingering, post-traumatic stress disorder, behavioral abnormalities, and intellectual disabilities.
4. Fee Specifics: Clayton's fees are based on the number of hours worked multiplied by a \$400/hour rate and do not include travel, meals, lodging, or other such similar costs.

**Term:** This agreement is deemed to have retroactively commenced on September 1, 2023, and terminates at the District Court conclusion of the cause. Garza entered a plea of guilty on December 14, 2023. This agreement does not cover any costs of appeals.

**Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

**Amendments:** No amendments or modifications to this Agreement may be made unless approved by the Hockley County Commissioners Court and signed by all parties.

**Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, understandings, or representations.

County of Hockley, Texas:

  
Sharla Baldridge, Hockley County Judge  
Attest:

  
Date

  
Jennifer Palermo, County Clerk



Angela Oyerman  
286<sup>th</sup> Judicial District Attorney  
802 Houston, Suite 201  
Levelland, TX 79336  
SBN: 00796581  
[aoyerman@hockleycountv.org](mailto:aoyerman@hockleycountv.org)



Dr. Kyle Clayton, Price/Proctor  
Forensic & Clinical Psychology/Neuropsychology  
11882 Greenville Ave, Suite 107  
Dallas, TX 75243  
[kcayton@priceproctor.com](mailto:kcayton@priceproctor.com)

10-7-2024  
Date

October 7, 2024  
Date

9/20/2024  
Date

**MONITORING PLAN FOR AGREEMENT BETWEEN 286<sup>th</sup> JUDICIAL DISTRICT ATTORNEY'S OFFICE  
and DR. KYLE CLAYTON**

1. Dr. Clayton will submit invoices for his services on a monthly basis.
  2. Invoices will contain a brief summary of the services rendered and the nature and scope of the work.
  3. District Attorney shall review the invoices to insure Dr. Clayton is performing services and fulfilling deliverables as agreed and for purposes as detailed in the attached contract. District Attorney shall place a red check mark on each invoice to show monitoring has been conducted for that month.
  4. Invoices will be placed in a designated file in the District Attorney's Office and made available for inspection and review during regular business hours.
  5. Invoices will promptly be submitted to the County Auditor's Office for processing.
-

Motion by Commissioner Graf, second by Commissioner Wisdom, 4 votes yes, 0 votes no, that Commissioners Court approved a Resolution submitted by the Hockley County District Attorney to proceed with a grant through the Office of the Governor of the State of Texas for appellate purposes in cause No. 19-10-9716, The State of Texas vs. Jeremy Atchison (filed in the 286<sup>th</sup> District Court of Hockley County, Texas). AS per order recorded below.

THE STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

ORDER TO APPROVE RESOLUTION  
HOCKLEY COUNTY DISTRICT ATTORNEY

The Commissioners' Court of Hockley County has hereby approved the Resolution submitted by the Hockley County District Attorney to proceed with a grant through the Office of the Governor of the State of Texas for appellate purposes in Cause No. 19-10-9716, The State of Texas vs. Jeremy Atchison, **AND IT IS SO ORDERED.**

**DONE IN OPEN COURT**, this the 7<sup>th</sup> day of October, 2024, upon motion by Commissioner, Clévenger and seconded by Commissioner, Carter and unanimously carried.

Sharla Baldridge  
Sharla Baldridge, Hockley County Judge

Alan Wisdom  
Alan Wisdom, Commissioner, Pct 1

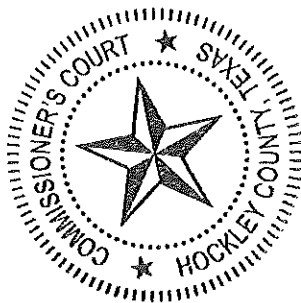
Larry Carter  
Larry Carter, Commissioner, Pct 2

Seth Graf  
Seth Graf, Commissioner, Pct 3

Tommy Clévenger  
Tommy Clévenger, Commissioner, Pct 4

ATTEST: Jennifer Palermo by: Javier Regua

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



**HOCKLEY COUNTY COMMISSIONERS COURT**  
**RESOLUTION No. 2024 - 3**

**WHEREAS**, The **County of Hockley** finds it is in the best interest of the citizens of Hockley County, that the Atchison Capital Murder County Essential Services Grant be operated for the 2024 year; and

**WHEREAS**, The **County of Hockley** agrees that in the event of loss or misuse of the Office of the Governor funds, The **County of Hockley** assures that the funds will be returned to the Office of the Governor in full;

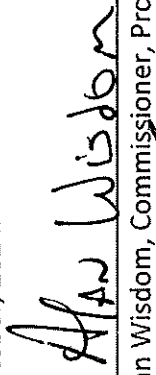
**WHEREAS**, nothing in this resolution prohibits Hockley County from seeking any legal action in the event Governor Funds are misused or mishandled;

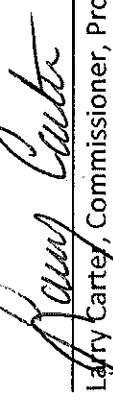
**WHEREAS**, The **County of Hockley** designates **Sharla Baldridge, County Judge of Hockley County, Texas**, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency;

**NOW THEREFORE, BE IT RESOLVED** that The **County of Hockley** approves submission of the grant application for the Atchison Capital Murder County Essential Services Grant to the Office of the Governor.

Passed and Approved on the 7th day of October, 2024.

  
Sharla Baldridge, County Judge

  
Alan Wisdom, Commissioner, Prct. 1

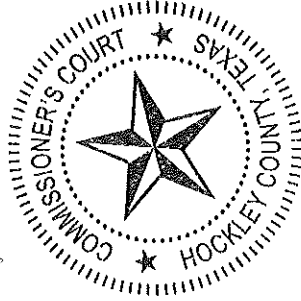
  
Larry Carter, Commissioner, Prct. 2

  
Seth Graf, Commissioner, Prct. 3

  
Tommy Clevenger, Prct. 4

ATTEST:

  
Jeniffer Palermo, County Clerk



Passed and Approved the 17<sup>th</sup> day of October, 2024.

**Grant Number: 5247401, Atchison Capital Murder County Essential Services Grant**

Motion by Commissioner Cleverger, second by Commissioner Carter, 4 votes yes, 0 votes no, that Commissioner Court approved the Agreement and Monitoring Plan between the Hockley County District Attorney and Wade Jackson for appeal work in Cause No. 19-10-9716, The State of Texas vs. Jeremy Atchison (filed in the 286<sup>th</sup> District Court of Hockley County, Texas.). Payment to Wade Jackson to be made through a grant through the Office of the Governor of the State of Texas. As per order recorded below.

THE STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

ORDER TO APPROVE CONTRACT AND MONITORING PLAN  
HOCKLEY COUNTY DISTRICT ATTORNEY

The Commissioners' Court of Hockley County has hereby approved the Contract and Monitoring Plan between the Hockley County District Attorney and Wade Jackson for appeal work in Cause No. 19-10-9716, The State of Texas vs. Jeremy Atchison. Payment to Wade Jackson to be made through a grant through the Office of the Governor of the State of Texas, **AND IT IS SO ORDERED.**

DONE IN OPEN COURT, this the 7<sup>th</sup> day of October, 2024, upon motion by Commissioner, Clevenger and seconded by Commissioner, Carter and unanimously carried.

Sharla Baldrige  
Sharla Baldrige, Hockley County Judge

Alan Wisdom  
Alan Wisdom, Commissioner, Pct 1

Larry Carter  
Larry Carter, Commissioner, Pct 2

Seth Graf  
Seth Graf, Commissioner, Pct 3

Tommy Clevenger  
Tommy Clevenger, Commissioner, Pct 4



ATTEST: Jennifer Palermo  
Jennifer Palermo, County Clerk  
Ex-Officio Clerk of Commissioners  
Court of Hockley County, Texas

## **AGREEMENT BETWEEN 286<sup>TH</sup> JUDICIAL DISTRICT ATTORNEY'S OFFICE and WADE JACKSON**

**Parties:** This Agreement is made between the 286<sup>th</sup> Judicial District Attorney's Office ("District Attorney") and Wade Jackson, Attorney at Law ("Jackson").

**Background:** Jeremy Atchison ("Atchison") was charged with Capital Murder in Cause # 19-10-9716 in the 286<sup>th</sup> Judicial District Court of Hockley County, Texas. Atchison's jury trial started March 25, 2024 and he was found guilty on April 3, 2024. Atchison was sentenced to life in prison without parole. Atchison has filed his Notice of Appeal. Jackson is providing essential services as a contract Appellate Attorney for the State in this matter. District Attorney is seeking a funding grant from the Office of the Texas Governor's ("Funds") to help defray the expenses of this capital murder case, including the costs of Jackson's services.

### **Agreement:**

1. **Utilization of Funds:** In consideration of payment to Jackson at the rate of \$150 per hour, Jackson will represent the State in the mandatory appeal of Atchison's conviction. Jackson's fee is based on the number of hours worked multiplied by the fee rate of \$150 per hour. His fee should not exceed amount allowed under the Funds. Additionally, Jackson may submit invoices to the County for travel, lodging, and meal expenses for possible appearances in the Court of Appeals on the matter.
2. **Monitoring Plan:** As this is a reimbursement grant, Jackson shall abide by the monitoring plan attached as "Exhibit A" and incorporated by reference.
3. **Responsibilities of Jackson:** Jackson's responsibilities include, but are not limited to, research, record review, transcript review, brief preparation, analysis, and attorney consultation and any other action required to adequately represent the State of Texas in the Atchison appeal. Jackson will also be responsible for required appearances in the courts of appeals.
4. **Fee Specifics:** Jackson's fees are based on the number of hours worked multiplied by a rate of \$150 per hour. Expenses for travel to appellate court appearances will be based at the prevailing IRS mileage and GSA lodging and meals rates. Jackson should submit itemized invoices as detailed in the monitoring plan attached as "Exhibit A" and incorporated by reference.
5. **Responsibilities of the District Attorney's Office:** The District Attorney's office shall assist Jackson in obtaining files and documentation that Jackson may need to adequately represent the State. The District Attorney's Office shall maintain a record of Jackson's work, as detailed in "Exhibit A."
6. **Compliances with Laws:** Parties agree to comply with all federal, state, and local laws, regulations, ordinances, promulgations related to the utilization of the Funds.

**Term:** This agreement will commence upon signing by all parties and will terminate at the conclusion of the appellate process or upon agreement by both parties.

**Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

**No Guarantees:** Jackson makes no guarantees (express or implied) with regards to the outcome of the matter.

**Venue:** Should any disputes arise under this agreement, proper venue shall be Hockley County.

**Amendments:** No amendments or modifications to this Agreement may be made unless approved by the Hockley County Commissioners Court and signed by all parties.

**Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, understandings, or representations.

**County of Hockley, Texas:**

  
Sharla Baldrige, Hockley County Judge

  
Date

Attest:

  
Jennifer Palermo, County Clerk

  
Date

  
Angela Overman  
286<sup>th</sup> Judicial District Attorney  
802 Houston, Suite 201  
Levelland, TX 79336  
SBN: 00796581  
[aoverman@hockleycounty.org](mailto:aoverman@hockleycounty.org)

  
Date

  
Mr. Wade Jackson, Attorney at Law  
P.O. Box 94508  
Lubbock TX 79493  
SBN: 10457100  
[Wadejack10@yahoo.com](mailto:Wadejack10@yahoo.com)

  
DATE

EXHIBIT A

MONITORING PLAN FOR AGREEMENT BETWEEN 286<sup>th</sup> JUDICIAL DISTRICT ATTORNEY'S OFFICE  
and WADE JACKSON, ATTORNEY AT LAW

1. Jackson will submit invoices to the District Attorney's Office for his services on a monthly basis. All Invoices shall include a detailed record of time spent on the case and a brief summary of the services rendered and the nature/scope of the work. If said invoice is for travel, meals, lodging or other expenses, an itemized receipt should also be included, as well as a description as to the purpose of said expense.
2. District Attorney shall review the invoices to ensure that Mr. Jackson is performing services and fulfilling deliverables as agreed and for purposes as detailed in the foregoing contract. District Attorney shall place a red check mark on each invoice to show monitoring has been conducted for that month;
3. District Attorney will maintain all records relating to monitoring in an easily to access format and, on a periodic basis, may be called to Commissioner's Court for a general accounting of the plan;
4. Copies of Invoices will be placed in a designated file in the District Attorney's Office and made available for inspection and review by the public during regular business hours;
5. District Attorney will promptly submit reviewed invoices to the County Auditor's Office for processing.
6. Jackson has also reviewed, understands, and agrees to abide by the overall Hockley County Contract Monitoring Plan. WJ

Motion by Commissioner Carter, second by Commissioner Graf, 4 votes yes, 0 votes no, that Commissioner Court approved road crossing for Sabinal Energy on Tumbleweed Road, located in Precinct 2. As per Petition and order recorded below.

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS  
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF Sabinal Energy, FOR  
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

Comes now, the Petitioner, Sabinal Energy, and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain 1 pipelines under and across certain county roads situated in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting Reduced Sulfur from the Petitioner's sources of supply to Petitioner's markets.

The location of the points at which Petitioner wishes to undercross said county roads with said pipelines and the general specifications are more particularly described on a map marked Exhibit "A" and general specifications marked Exhibit "B", all of which are attached hereto and made a part of this application. Petitioner represents and states that if granted the authority herein requested, it will conform with and abide by the rules of all persons and bodies having jurisdiction and by the following conditions:

1. The Petitioner shall, in constructing said pipelines undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said pipelines undercrossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each pipelines undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said pipelines are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
3. So long as said pipelines are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said pipelines undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.
4. Should Petitioner remove said pipelines from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.
5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said pipelines by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.

Wherefore, your Petitioner respectfully prays that your Honorable Board enter and order herein authorizing Petitioner to use and occupy the portions of the roads in Hockley County, Texas, more particularly herein above set out and described and at the locations shown and set out in said Exhibits "A" and "B" attached to this application.

DATED this 3 day of October, 2024.

BY Craig Blair

# SSU 4" Injcetion Trunk line

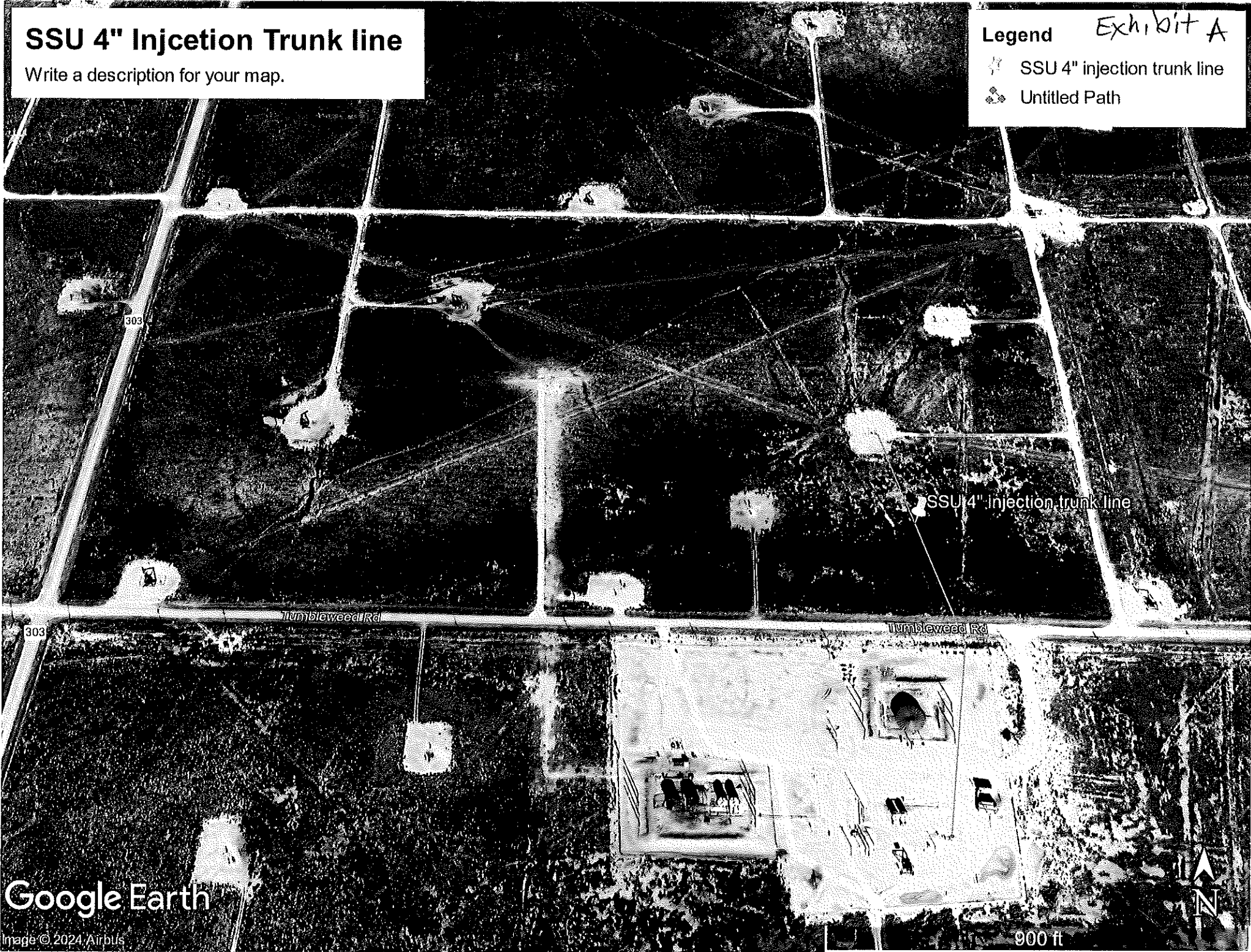
Write a description for your map.

Legend

Exhibit A

 SSU 4" injection trunk line

 Untitled Path



## Exhibit B

SSU 4" injection Trunk line will be running South to North crossing under Tumbleweed Road @2255' east of Highway 303. This line will be 1250' long. Noted with green Line on Exhibit A.

The line will be cased and marked with vent risers and the risers will be outside of the county Right of way.

---

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS  
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF SABINAL ENERGY FOR AUTHORITY TO  
USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

ORDER

This cause coming on to be upon the petition of SABINAL ENERGY hereinafter referred to as "Petitioner". The Board finds that in order that Petitioner may carry out its corporate objects and powers, it is necessary for it to lay, construct, operate and maintain pipelines across certain county roads situated in Hockley County, Texas, as set forth in the Petitioner's application filed herein.

THEREFORE, IT IS HEREBY ORDERED that, subject to the conditions herein after set forth, said Petitioner, SABINAL ENERGY is hereby granted permission and authority to lay, construct, operate and maintain pipelines across certain county roads at the locations set forth in Exhibits "A" and "B" attached to the application of Petitioner herein, which Exhibits "A" and "B" and application are hereby made a part of this order as fully as if set out in length herein provided.

1. The Petitioner shall, in constructing said pipelines undercrossing cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said pipelines undercrossing in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each pipelines undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said pipelines are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
3. So long as said pipelines are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said pipelines undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.
4. Should Petitioner remove said pipelines from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.
5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said pipelines by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.

Shirley Buldrige  
County Judge

Alan Wisdom  
Commissioner, Precinct No. 1

Alan Curtis  
Commissioner, Precinct No. 2

10-7-2024  
Date

[Signature]  
Commissioner, Precinct No. 3

[Signature]  
Commissioner, Precinct No. 4

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 7th day of October, A. D. 2024, 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

Charles Baldrige  
County Judge

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

