

**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 15th day of September, 2025 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 8, 2025.
2. Read for approval all monthly bills and claims submitted to the Court dated through September 15, 2025.
3. Consider and take necessary action to approve the Routine Airport Maintenance Program (RAMP) Agreement between Hockley County and the Texas Department of Transportation for the Fiscal Year 2026.
4. Consider and take necessary action to approve the Flu Clinic Contract between United Pharmacy and Hockley County.
5. Consider and take necessary action to approve the new proposed National Opioids Settlement Participation and Release Form with Purdue; and the new proposed National Opioids Settlement Participation and Release Form with Secondary Manufacturers.
6. Consider and take necessary action to revoke the Renewal Addendum between Windstream and Hockley County approved by this Court on July 21, 2025 due to Windstream's refusal to execute said Renewal Addendum.
7. Consider and take necessary action to approve the Amendment to Kinetic Business Agreement between Windstream and Hockley County.
8. Consider and take necessary action to approve the FY 2026 Statewide Automated Victim Notification Service (SAVNS) Grant Contract.
9. Discussion/potential action to make nominations for election of a member to the Hockley County Appraisal District Board of Directors 2026-2027.
10. Consider and take necessary action to approve the Sheriff and Constable Fees for 2026.
11. Consider and take necessary action to award the bid for Design-Build Firm for the demolition and renovation of the Hockley County Elections Office to be located at 710 Ave. H.
12. Consider and take necessary action to approve the Continuation Certificate for Elsa Cavazos, Jailer Hockley County Sheriff's Office, the Official Bond and Oath for Melissa Lynn Land Hodge, Deputy Tax Collector, Hockley County Tax Assessor/Collectors Office and the Official Bond and Oath for Angela Nicole Campos, Deputy Clerk, Hockley County Tax Assessor/Collectors Office.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS.

BY: _____

Sharla Baldridge, Hockley County Judge

Filed for Record
at _____ o'clock _____ M.

SEP - 9 2025

Jennifer Palermo

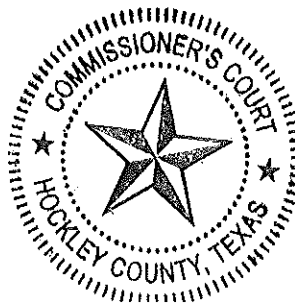
County Clerk, Hockley County, Texas

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 9th day of September, 2025, and said Notice remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 9th day of September, 2025.

Jennifer Palermo

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



THE STATE OF TEXAS
COUNTY OF HOCKLEY

IN THE COMMISSIONER'S COURT
OF HOCKEY COUNTY, TEXAS

REGULAR MEETING

September 15, 2025

Be it remembered that on this the 15th day of September A.D. 2025, there came 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 Graf, 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 8, 2025.

Motion by Commissioner Clevenger, second by Commissioner Wisdom, 4 Votes Yes, 0 Votes No, that Commissioners court approved all monthly claims and bills submitted to the court and dated through September 15, 2025.

Motion by Commissioner Wisdom, second by Commissioner Carter, 4 votes yes, 0 votes no, that Commissioner Court approved the Routine Airport maintenance Program (RAMP) Agreement between Hockley County and the Texas Department of Transportation for fiscal Year 2026. As per Agreement recorded below.

TEXAS DEPARTMENT OF TRANSPORTATION
REIMBURSABLE GRANT AGREEMENT
FOR ROUTINE AIRPORT MAINTENANCE PROGRAM

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2605LVLN

Part I - Identification of the Project

TO: The City of Levelland, Texas and The County of Hockley, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

The Texas Department of Transportation (department) is authorized under Texas Transportation Code, Chapter 21, and Chapter 22, to assist in the development and maintenance of airports in the state.

This Reimbursable Grant Agreement is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Levelland, Texas, (hereinafter referred to as the "Sponsor").

This Reimbursable Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The scope of service for this project is for **airport maintenance** at the LEVELLAND - LEVELLAND MUNI Airport.

Pursuant to the terms and conditions set forth in the RAMP Grant Agreement, reimbursement of expenses is strictly limited to those costs that are directly associated with eligible maintenance activities defined as airport maintenance and as stated in Part III of this RAMP Grant Agreement. Operational and/or operating expenses—defined herein as recurring costs necessary for the routine functioning of an airport, including but not limited to groundskeeping (e.g., mowing), utilities, insurance premiums, personnel compensation, and fuel—are categorically excluded from reimbursement eligibility under the RAMP program

The sole exception to this exclusion pertains to Airport Operations Counting Systems, which are expressly permitted under current funding guidelines and must be documented accordingly.

By submitting a reimbursement request, the Sponsor affirms and certifies that all applicable provisions of the RAMP Grant Agreement have been satisfied. Furthermore, the Sponsor attests that the scope of work described in the reimbursement submission is intended exclusively to supplement airport maintenance operations and does not constitute, support, or subsidize airport operational functions. This certification is made in accordance with applicable state funding regulations and the eligibility criteria enumerated in the scope of service.

Part II - Offer of Financial Assistance

1. For the purposes of this Reimbursable Grant Agreement, the annual routine airport maintenance project cost is estimated to be \$111,111.11 (Amount A).

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. State financial assistance will be for ninety percent (90%) of the eligible project costs for this project or a maximum of \$100,000.00 (Amount B), whichever is less, per fiscal year and subject to availability of state appropriations.

The Sponsor's share of project costs will be for ten percent (10%) of the eligible project costs (Amount C).

This Reimbursable Grant Agreement provides for reimbursement of costs that have already been incurred by the Sponsor, work is complete and/or goods and materials have been provided to the Sponsor and all contractors, subcontractors, and/or vendors will have been paid before a request for reimbursement is submitted to the State.

Unused funds are non-transferable to any other Sponsor, city, county, or airport and shall not be carried over to the subsequent fiscal year.

Scope of Services of this Reimbursable Grant Agreement, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services

Only work items as described in Scope of Services of this Reimbursable Grant Agreement are reimbursable under this Reimbursable Grant Agreement.

All goods and/or materials procured, and all work and/or services performed, shall occur subsequent to the execution of this Reimbursable Grant Agreement and on, or before, August 31, 2026.

2. Work, services, goods, and/or materials rendered or paid for by the Sponsor prior to the execution of this Reimbursable Grant Agreement shall not be eligible for reimbursement. This Reimbursable Grant Agreement shall be deemed executed upon the affixation of signatures by all parties involved. The date of the final signature shall be recognized as the official Reimbursable Grant Agreement execution date.

3. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. The State will not participate in funding for force account work conducted by the Sponsor.
4. This Reimbursable Grant Agreement shall terminate upon completion of the scope of services, exhaustion of funds, or on the last day of the fiscal year.
5. The State retains the right to obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Part III - Additional Requirements for Certain Equipment

1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment ("Equipment") are reimbursable as provided in this Part.
2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, and 90% of the annual subscription fee for subsequent years.
3. Eligibility Requirements
 - A. The Equipment must include the following items, at a minimum;
 1. Triangulation
 2. Noise abatement
 3. Aircraft tracking data for 30 days
 4. Identification of pavement utilization by airplane design group for the entire airport
 5. Equal effectiveness at both towered and non-towered airports
 6. Tracking of military and government aircraft, including FAA blocked aircraft
 - B. In order for costs to be eligible for RAMP reimbursement:

1. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport Maintenance Program, have an executed Reimbursable Grant Agreement for that year, and comply with all Reimbursable Grant Agreement requirements.
- C. The State may conduct on-site or off-site monitoring reviews of the Equipment any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:
1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Reimbursable Grant Agreement and this First Amendment;
 2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Reimbursable Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.
- D. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

Part IV - Sponsor Responsibilities

1. In accepting this Reimbursable Grant Agreement, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Reimbursable Grant Agreement; and
 - b. the Airport or navigational facility which is the subject of this Reimbursable Grant Agreement shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds, and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Reimbursable Grant Agreement; and

- d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips taxiways, parking aprons, roads, airport lighting and navigational aids; and
- e. through the fence access shall be reviewed and approved by the State; and
- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order, or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of monies identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and

- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace unless Sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and
 - l. mowing services shall not qualify for state financial assistance under this Reimbursable Grant Agreement. The Sponsor shall bear full responsibility for all costs associated with mowing services; and
 - m. operating expenses, which are defined as ongoing costs incurred by a business to sustain its daily operations, including but not limited to rent, utilities, and salaries, shall not be eligible for state financial assistance under this Reimbursable Grant Agreement. The Sponsor shall assume full responsibility for all operating costs; and
 - n. no Small Capital Improvement Project shall be initiated without the express guidance and prior written approval of the Texas Department of Transportation's Aviation Division. The Sponsor hereby acknowledges and agrees that failure to obtain such pre-approval shall constitute a breach of this RAMP Grant Agreement and shall result in the Sponsor's forfeiture of eligibility for reimbursement of any costs or expenses incurred in connection with the unauthorized project.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this Reimbursable Grant Agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this offer and ratification and adoption of this Reimbursable Grant Agreement shall be evidenced by execution of this Reimbursable Grant Agreement by the Sponsor. The Reimbursable Grant Agreement shall comprise a contract, constituting the obligations and rights of the State of and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this Reimbursable Grant Agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Reimbursable Grant Agreement, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this Reimbursable Grant Agreement and shall make or shall acquire approvals and disapprovals for this Reimbursable Grant Agreement as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services and proof of payment. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Reimbursable Grant Agreement shall comprise a Reimbursable Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Reimbursable Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this Reimbursable Grant Agreement.

PART V - Amendments

This Reimbursable Grant Agreement may require an amendment to the scope of services if work contracted by TxDOT is required.

In the event an amendment is required, all parties will agree to the terms specified in the amended Reimbursable Grant Agreement and the following terms apply:

1. The amended Reimbursable Grant Agreement shall be executed prior to work related to the amended scope is provided.
2. Sponsor, by accepting this Reimbursable Grant Agreement certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

3. Upon execution of this Reimbursable Grant Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.
 - a. Services will not be accomplished by the State until receipt of Sponsor's share of project costs.
4. If additional funds are required after the work is complete to fund the Sponsor's share, the State shall request funds from Sponsor at the financial closure of the project.
5. The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

PART VI - Recitals

1. This Reimbursable Grant Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this Reimbursable Grant Agreement to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this Reimbursable Grant Agreement be in addition to those local funds normally dedicated for airport maintenance.
3. This Reimbursable Grant Agreement is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (and Vernon Supp.). Failure to comply with the terms of this Reimbursable Grant Agreement or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

- a. Of primary importance to the State is compliance with the terms and conditions of this Reimbursable Grant Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Reimbursable Grant Agreement, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Reimbursable Grant Agreement, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Reimbursable Grant Agreement, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Reimbursable Grant Agreement null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Reimbursable Grant Agreement, or for enforcement of any of the provisions of this Reimbursable Grant Agreement, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Reimbursable Grant Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Reimbursable Grant Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VII - Acceptances

Acceptance of the Sponsor

The City of Levelland, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Reimbursable Grant Agreement.

Acceptance of the Sponsor executed this 8th day of September, 2025

The City of Levelland, Texas

(Sponsor)
Bryan Burkup
(Sponsor Signature)

Mayor, City of Levelland

(Sponsor Title)

September 8, 2025
(Date)

Acceptance of the Sponsor executed this 15th day of September, 2025.

County of Hockley, Texas

(Sponsor)
Sharla Baldrige
(Sponsor Signature)

Hockley County Judge

(Sponsor Title)

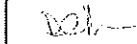
9-15-2025
(Date)

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

State of Texas
Texas Department of Transportation

DocuSigned by:



EA0A4EF01FA5423...

(Signature)

Dan Harmon

(Typed Name)

Director, Aviation Division

(Title)

9/16/2025

(Date)

Certification of State Single Audit Requirements

I, Mayor Breann Buxkemper and Judge Sharla Baldrige
do certify that the City of Levelland, Texas and The County of Hockley will comply with all
requirements of the State

(Designated Representative)

of Texas Single Audit Act if the City of Levelland, Texas and The County of Hockley spends or
receives more than the threshold amount in any grant funding sources during the most recently audited
fiscal year. And in following those requirements, the City of Levelland, Texas and The County of
Hockley will submit the report to the audit division of the Texas Department of Transportation. If your
entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating
that your entity is not required to have a State Single Audit performed for the most recent audited fiscal
year.

City of Levelland, Texas

(Sponsor)

Breann Buxkemper

(Sponsor Signature)

Mayor, City of Levelland

(Sponsor Title)

9-8-2025

(Date)

County of Hockley, Texas

(Sponsor)

Sharla Baldrige

(Sponsor Signature)

Hockley County Judge

(Sponsor Title)

9-15-2025

(Date)

Designation of Sponsor's Authorized Representative

TxDOT Project ID: M26 M2605LVLN

The City of Levelland,
Texas and The County of
Hockley designates,

James Fisher, City Manager, City of Levelland
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this Reimbursable Grant Agreement and who shall make or shall acquire approvals and disapprovals for this Reimbursable Grant Agreement as required on behalf of the Sponsor.

County of Hockley, Texas

(Sponsor)

Sharla Bulbridge
(Sponsor Signature)

Hockley County Judge

(Sponsor Title)

9-15-2025
(Date)

City of Levelland, Texas

(Sponsor)

Baron Boxner
(Sponsor Signature)

Mayor, City of Levelland

(Sponsor Title)

9/8/2025
(Date)

Designated Representative

Mailing Address: PO Box 1010, Levelland, Tx 79336

Overnight Mailing Address: 1709 Ave H, Levelland, Tx 79336

Telephone/Fax Number: 806-894-0113 (T)

806-894-0119 (F)

Email address: jfisher@levellandtexas.org

Motion by Commissioner Wisdom, second by Commissioner Graf, 4 votes yes, 0 votes no, that Commissioners Court approved the Flu Clinic Contract between United Pharmacy and Hockley County.

Motion by Commissioner Carter, second by Commissioner Clevenger, 4 votes yes, 0 votes no, that Commissioners Court approved the new proposed National Opioids Settlement Participation and Release Form with Perdue; and the new proposed national Opioids Settlement Participation and release from with secondary manufacturers.

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Hockley County, TX
Reference Number: CL-1749737

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Texas, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become

effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for the Purdue Settlement the same as they did for the prior opioid settlements but states may choose to treat the Purdue Settlement differently.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created. You may also visit the Texas Attorney General's Office website at <https://www.texasattorneygeneral.gov/globalopioidsettlement> for information.

How to return signed forms:

Please note that the Texas Attorney General's Office is collecting the executed *Participation Form* differently from prior opioid settlements. There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail:* If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact opioidsparticipation@rubris.com and/or opioids@oag.texas.gov if you have any questions.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Office of the Texas Attorney General at opioids@oag.texas.gov.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Hockley County	State: TX
Authorized Signatory: Sharla Baldridge, Hockley County Judge	
Address 1: 802 Houston St	
Address 2: Ste. 103	
City, State, Zip: Levelland Texas TX	
Phone: 806-894-6856	
Email: sbaldridge@hockleycounty.org	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "Agreement")¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:

DocuSigned by:
Sharla Baldridge
E200F4A1AEF640F...

Name:

Sharla Baldridge

Title:

Hockley County Judge

Date:

9/15/2025



New National Opioids Settlement: Secondary Manufacturers
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Hockley County, TX
Reference Number: CL-1771666

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: October 8, 2025

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("*Settling Defendants*"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because Texas is participating in the Secondary Manufacturers Settlements.

If a state is not eligible to or does not participate in the settlement with a particular manufacturer, the subdivisions in that state are not eligible to participate in that manufacturer's settlement.

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.

The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also

reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioid settlements but states may choose to treat this settlement differently.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created. You may also visit the Texas Attorney General's Office website at <https://www.texasattorneygeneral.gov/globalopioidsettlement> for information.

This *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P., and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

How to return signed forms:

Please note that the Texas Attorney General's Office is collecting the executed *Participation Form* differently from prior opioid settlements. There are three methods for returning the executed *Combined Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail:* If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to opioldsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line *Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID]*.

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at <https://nationalopioldsettlement.com/additional-settlements/>. You may also contact opioldsparticipation@rubris.com and/or opioids@oag.texas.gov if you have any questions.

The sign-on period for subdivisions ends on October 8, 2025.

If you have any questions about executing the *Combined Participation Form*, please contact your counsel, the Implementation Administrator at opioldsparticipation@rubris.com, or the Texas Attorney General's Office at opioids@oag.texas.gov.

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.

EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form
("Combined Participation Form")

Governmental Entity: Hockley County	State: TX
Authorized Official: Sharla Baldridge, Hockley County Judge	
Address 1: 802 Houston St	
Address 2: Ste 103	
City, State, Zip: Levelland	Texas 79336
Phone: 806-894-6856	
Email: sbaldridge@hockleycounty.org	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void *only as to* those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature:

DocuSigned by:
Sharla Baldridge
E280F4A1AECF549F...

Name:

Sharla Baldridge

Title:

Hockley County Judge

Date:

9/15/2025



Motion by Commissioner Graf, second by Commissioner Wisdom, 4 votes yes, 0 votes no, that Commissioners Court revoked the Renewal Addendum between Windstream and Hockley County approved by this court on July 21, 2025, due to Windstream's refusal to execute said Renewal Addendum. As per Order to revoke the renewal addendum between Windstream and Hockley County recorded below.

STATE OF TEXAS

IN THE COUNTY COURT OF

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

**ORDER TO REVOKE THE RENEWAL ADDENDUM
BETWEEN WINDSTREAM AND HOCKLEY COUNTY**

The Commissioners' Court of Hockley County has hereby approved that the Renewal Addendum between Windstream and Hockley County previously approved by this Court on July 21, 2025 is hereby revoked due to Windstream's refusal to execute said Renewal Addendum, AND IT IS SO ORDERED.

DONE IN OPEN COURT, this the 15th day of September, 2025, upon motion by Commissioner Seth Graf, seconded by Commissioner Alan 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
Jennifer Palermo, County Clerk,
Ex-Officio Clerk of Commissioners
Court of Hockley County, Texas



RENEWAL ADDENDUM

Offer: 204970020-CUSTOMSPECIAL-MUL-OTC-20250715

THIS ADDENDUM ("Addendum") is entered into between the Windstream entity that appears on your bill ("WIN") and HOCKLEY COUNTY OF ("Customer") and amends the Service Terms and Conditions (collectively along with this Addendum, the "Agreement") entered between WIN and Customer. Undefined capitalized terms used herein shall have the meanings ascribed in the Service Terms and Conditions.

The Agreement shall be deemed amended as follows:

1. **Renewal Term; Pricing.** The Customer has one or more portions of Service(s) scheduled to become out of term or are currently out of term, and due to this state, WIN has or may be scheduled to remove any discounts and reoccurring credits in place and move the Customer to a month-to-month term with an increase above tariffed base rates. In exchange for a new renewal ("Renewal Term"), WIN agrees to leave the pricing for the Services as it was during the June 2025 billing cycle. Historic billing can be viewed online via the Customer Portal. For the avoidance of doubt, WIN's agreement to leave pricing as it was during the billing cycle does not constitute a rate lock for the Renewal Term or subsequent renewal or automatic renewal terms, as applicable. WIN reserves the right to increase rates in accordance with Section 2 of the Service Terms and Conditions.
2. Please check the box to select the Renewal Term:

☒ Twelve (12) month Renewal Term
3. **Impacted Accounts.** This Renewal Term applies to all the billing account number(s) listed below. All accounts will be updated to a coterminous contract end date, regardless of current individual contract end dates. Please note that service descriptions on the Customer bill(s) will change.
Account Number(s): See Attachment A
4. **Early Termination Liability.** If Customer terminates the Agreement after commencement of the Renewal Term for any reason other than for cause, Customer shall incur liability for early termination as set forth in the Agreement, as well as the full amount of any applicable credit(s), should they apply.
5. **Applicable Terms and Conditions.** The Service Terms and Conditions, which can be accessed at: <https://www.windstreamenterprise.com/legal/service-terms-and-conditions/> shall apply and govern the provision of Services during the term of this Agreement and any subsequent service term, including how these terms may change in the future. To the extent there is a conflict between these incorporated terms and the terms of this Addendum, the terms of this Addendum shall control.
6. **Miscellaneous.** Any changes to the Agreement necessary to conform the Agreement to this Addendum are hereby deemed to be made with the understanding that should the Customer have any disconnect, conversion or account change(s) in process, WIN reserves the right to negate this Agreement or if it was generated in error or based on faulty data. This Addendum supersedes and replaces all prior and contemporaneous agreements, terms and conditions, discussions and understandings, whether written or oral, concerning the subject matter hereof, with the understanding, this Addendum does not modify any terms and conditions that exist in the original Agreement in respect to rate adjustments. Handwritten modifications to this Addendum are not binding on either WIN or Customer. This Addendum is not effective until executed by an authorized representative of each party.

This Renewal Agreement offer will expire in seven (7) calendar days from the date issued and will not be accepted after that time.

IN WITNESS WHEREOF, WIN and Customer have executed this Addendum by their duly authorized representatives, on the day and year indicated below.

Customer: Hockley County

RENEWAL ADDENDUM

Address: 802 Houston St., Ste #103, Levelland, TX 79336


Customer Authorized Signature

Hon. Sharla Baldrige
Print Name/Title

7-21-25
Date

Windstream Acceptance

Print Name/Title

Date

Confidential and Proprietary
Rev Date: 2022-02-03
Extension Date: 2025-07-18

RENEWAL ADDENDUM

Attachment A

Billing Account Number	Location Number	Location Name
125832388	125832388	HOCKLEY COUNTY CIVIL DEFENSE
126942996	126952346	HOCKLEY COUNTY OF

Motion by Commissioner Carter, second by Commissioner Graf, 4 votes yes, 0 votes no, that Commissioners Court approved the Amendment to Kinetic Business Agreement between Windstream and Hockley County. As per Amendment to kinetic Business Agreement recorded below.



SERVICE AGREEMENT

AMENDMENT TO KINETIC BUSINESS AGREEMENT

This AMENDMENT ("Amendment") effective as of the latter of the signature dates below, amends the Agreement, in addition to any and all related addenda or amendments (collectively, the "Agreement"), by and between HOCKLEY COUNTY OF ("Customer") and the Kinetic Business legal entity(ies) providing the Service to Customer, as identified on Customer's bill ("Kinetic Business").

TERMS OF AMENDMENT

Kinetic Business and Customer hereby agree to amend the Agreement by moving, adding or changing Services at an existing Service location or adding a new Service location, as identified in Quote# 2920271, attached hereto and hereby incorporated into the Agreement. The Services to be provided at such Service locations and rates for the same are also set forth in the Quote, along with other applicable terms and conditions.

Except as modified by this Amendment, the terms and conditions set forth in the Agreement remain unchanged. All amended Services are subject to the Term stated on the Quote.

IN WITNESS WHEREOF, this Amendment is hereby duly executed by an authorized representative of each Party hereto.

HOCKLEY COUNTY OF
 AUTHORIZED REP. (PRINTED NAME): Sharla Baldridge
 SIGNATURE: Sharla Baldridge
 TITLE: Hockley County Judge
 DATE: 9-15-2025

KINETIC BUSINESS
 AUTHORIZED REP. (PRINTED NAME): Dawn Rorie
 SIGNATURE: Dawn Rorie
 TITLE: Director
 DATE: 9/16/2025



Account Summary

Customer Name	HOCKLEY COUNTY OF
Quote #	2920271
Kinetic Business Representative	Sharita Griner
Contract Term Length	36 Months
Effective Date	September 3, 2025

Summary of Charges (Total for All Locations)

Product	Monthly Recurring Charges	One-Time Charges
Services	\$220.79	\$0.00
Common Voice Features	\$5.50	\$0.00
Internet Service	\$1,135.00	\$0.00
Advantage Business Lines	\$134.40	\$0.00
Total	\$1,495.69	\$0.00

Service Agreement Summary

This Service Agreement is subject to and controlled by the Kinetic Business Service Terms and Conditions and the service-specific terms and conditions located at <https://solutions.unlti.com/legal>, including how such terms may be modified from time to time, and all of which are hereby incorporated herein by reference. By your signature you warrant that you have read, understand and agree to the Service Agreement and Kinetic Business Service Terms and Conditions and applicable service-specific terms and conditions, and acknowledge that you are authorized to sign this Service Agreement and order the Service(s) as outlined herein.

CUSTOMER

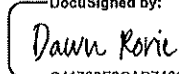
Signature: Sharita Baldrige

Printed Name: Sharita Baldrige

Title: County Judge

Date: 9-16-2025

KINETIC BUSINESS

DocuSigned by:

 Signature: C41788E3CAD7400...

Printed Name: Dawn Rorie

Title: Director

Date: 9/16/2025

This offer is voidable by Kinetic Business if not signed and returned by 10/18/2025.



Location Summary

Location Name	Monthly Recurring Charges	One-Time Charges	Gratuities
HOCKLEY COUNTY OF	\$1,495.69	\$0.00	\$0.00

Location Detail

Location Name	HOCKLEY COUNTY OF	Account Number	171909
Location Address	802 HOUSTON Street , LEVELLAND, TX 79336	Service Order Type	Existing Customer

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$1,495.69

Monthly Recurring Charges

Product	Qty	Unit Price	Total Price
Advantage Business Lines			
FSLC	7	\$9.20	\$64.40
POTS Lines	7	\$10.00	\$70.00
Common Voice Features			
900/976 Block	1	\$0.00	\$0.00
International Block	1	\$0.00	\$0.00
Non Published Listing	1	\$5.50	\$5.50
Internet Service			\$704.00
DEDICATED INET BANDWIDTH-500M	1	Included	
Internet Service (500.0 Mbps)	1	Included	
STATIC IP BLOCK OF 8	1	\$23.00	\$23.00
Internet Service			\$385.00
DEDICATED INET BANDWIDTH-200M	1	Included	
Internet Service (200.0 Mbps)	1	Included	
STATIC IP BLOCK OF 8	1	\$23.00	\$23.00
Services			
EXTENDED AREA SERVICE BUS	4	\$2.95	\$11.80
Services			
EAS-MANUAL TRUNK	3	\$3.50	\$10.50
Services			
EXPANDED LOCAL CALLING	7	\$7.00	\$49.00
Services			
BILLED NUMBER SCREENING	1	\$3.50	\$3.50
Services			
BUS BLK TIME GOTO LINE LD	6	\$10.00	\$60.00
Services			



	GOV 3M/768K, VOICE, FLEX 2YR	1	\$74.99	\$74.99
Services				
	CALLER ID NAME AND NUMBER-BUS	1	\$11.00	\$11.00
			Total	\$1,495.69

Motion by Commissioner Clevenger, second by Commissioner Wisdom, 4 votes yes, 0 votes no, that Commissioners Court approved the FY 2026 Statewide Automated Victim Notification Service (SAVNS) Grant Contract.

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. C-02700

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

SECTION 1. PURPOSES OF THIS GRANT 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 selected by the OAG to provide victim notification services.

The OAG entered into a contract with a single vendor to provide statewide automated victim notification services ("SAVNS Services"). The initial term of the OAG SAVNS Services Contract is from September 1, 2025, to August 31, 2026 ("Initial Term"). The SAVNS vendor selected by the OAG to provide victim notification services is SylogistGov, Inc. using their Integrated Victim Services Suite (IVSS) solution.

SECTION 2. TERM OF THIS GRANT CONTRACT

This Grant Contract shall begin on September 1, 2025, and shall terminate August 31, 2026, 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 Services Agreement. GRANTEE shall execute a service agreement with the OAG's SAVNS vendor to provide services consistent with, and subject to the limitations contained in, the OAG SAVNS Services Contract and documents incorporated therein. Specifically, the Participating Entity Services Agreement attached hereto as Exhibit B shall be used by GRANTEE in entering into a contractual relationship with the OAG's SAVNS vendor. All Grant Funds provided under this Grant Contract shall be conditioned on the GRANTEE's use of the exemplar Participating Entity Services Agreement, 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 Services Agreement, or to any executed Participating Entity Services Agreement between GRANTEE and the OAG's SAVNS 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 Services Agreement attached hereto as Exhibit B.

3.1.1 Executed Copy of Financial Participating Entity Services Agreement 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 Entity Services Agreement along with any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 2 therein in accordance with and as required by this section. To the extent the executed Participating Entity Services Agreement includes any additional terms or conditions that limit or otherwise conflict with the exemplar Participating Entity Services Agreement, attached here as Exhibit B, the GRANTEE will continue to remain on financial hold until GRANTEE provides OAG an executed Participating Entity Services Agreement in accordance with and as required by this section and consistent with the exemplar Participating Entity Services Agreement 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 OAG's SAVNS vendor's performance according to the Participating Entity Services Agreement; satisfactorily discharge GRANTEE's obligations as described in the Participating Entity Services Agreement; and identify and dedicate GRANTEE staff, resources, and equipment necessary to maintain the SAVNS services in the Participating Entity Services Agreement.

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 OAG's SAVNS vendor as provided in the Participating Entity Services Agreement as well as this Grant Contract. GRANTEE will execute a Participating Entity Services Agreement with the OAG's SAVNS vendor for the term of this Grant Contract. GRANTEE will verify that offender data (the jail and court data elements used by the SAVNS system) is entered accurately and on a timely basis in accordance with established business processes.

GRANTEE will allow on-site monitoring visits to be conducted by the OAG or the OAG's authorized representative(s).

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 OAG's SAVNS 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, in 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 also supplement, amend, or adjust any Special Conditions imposed on GRANTEE. The imposition of any Special Conditions places GRANTEE on immediate financial hold, consistent with section 9.2 of this Grant Contract, without further notice, until all Special Conditions are satisfied.

3.7 SylogistGov, Inc., Integrated Victim Services Suite (IVSS) Training. GRANTEE shall complete IVSS training via self-paced training materials to ensure jail and court staff can enter offender data when the automated data transfer connections are inoperable. GRANTEE will ensure staff are knowledgeable of the IVSS capabilities and seek assistance from the OAG SAVNS vendor or the OAG's Crime Victim Services Division, when required, to troubleshoot outages, audit data, or confirm reporting tools.

3.8 Integrated Victim Services Suite Enrollment. The OAG's SAVNS vendor uses the Integrated Victim Services Suite (IVSS) system as the database for victim notifications in Texas. GRANTEE must register applicable staff in the online notification system as elevated access persons using organizational email addresses. There must be at least one individual registered as an administrator and an Emergency Operations Person (EOP) to contact in case of outages or other issues. The EOP can be changed and/or updated by contacting the OAG SAVNS vendor or the OAG's Crime Victim Services Division.

3.9 IVSS Review and Monitoring. GRANTEE must review offender information in the IVSS system quarterly 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 IVSS must also be reviewed quarterly to verify that prohibited case information is not visible to registered victims. GRANTEE must work with the OAG 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 provide to the OAG all applicable reports and forms as specified by the OAG. GRANTEE shall ensure that it provides each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and documents that GRANTEE is required to provide to the OAG shall be promptly sent. The OAG may require additional information from GRANTEE upon request.

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 GRANTEE Contact. GRANTEE must 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 under applicable law. Such notice must 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; provided, however, that such notice concerning a new address or main telephone number must be provided at least thirty (30) calendar days in advance of any such change.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with legal authority to act on behalf of GRANTEE. To change the Grant Program 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, without limitation: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures; compliance with 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 terms, provisions, or other requirements referenced in this Grant Contract shall not constitute a defense or basis for waiving or failing to comply with such terms, provisions, or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include, without limitation: 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 (GAAP) 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, regulations, or other applicable requirements. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.1.6 Texas Public Information Act. Information, documentation, and other material in connection with this Grant Contract or the underlying Grant Program may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Texas 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 the OAG, the State of Texas, or any other State agency pursuant to this 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 the OAG, the State of Texas, or any other 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 OAG's SAVNS vendor, or the GRANTEE varies from the projected performance thereof as provided in the Maintenance Plan required by section 3.2 above. In addition to the written explanation, GRANTEE must 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 this Grant Contract or self-evaluations of performance and other reports requested by the OAG in an 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 the OAG with any and all Problem Logs at the OAG’s request.

4.3 Financial Matters

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

4.3.2 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 OAG’s SAVNS 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 OAG’s SAVNS 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 billing period by the twentieth day (20th) of the next month following the end of the billing period. The four quarters for each State fiscal year covered by the term of this Grant Contract end respectively on November 30, February 28, May 31, and August 31. The two biannual periods for each State fiscal year covered by the term of this Grant Contract end respectively on February 28 and August 31.

b. GRANTEE shall include a verification with its request for reimbursement stating that the GRANTEE received the services from the OAG’s SAVNS vendor during the preceding billing period 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 billing period, 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 OAG’s SAVNS vendor. The OAG will not be responsible for collection efforts on behalf of the OAG’s SAVNS vendor.

4.3.3 Limited Pre-Reimbursement Funding to GRANTEE. Notwithstanding section 4.3.2 above, the OAG, may, in 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 OAG's SAVNS vendor for the time period covered by this Grant Contract;
- b. An invoice from the OAG's SAVNS 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 must submit fiscal year-end required reports to 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 State fiscal year.
- b. **Equipment Inventory Report.** To the extent the purchase of equipment is authorized under this Grant Contract and GRANTEE purchases equipment with Grant Funds, GRANTEE will submit a 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 ("Equipment Inventory Report").

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 (9) months of the end of the GRANTEE's fiscal year. The audit will meet Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR Part 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 must submit a final invoice no 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, then the OAG may seek a refund from GRANTEE and/or the OAG's SAVNS 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 require a payment directly from GRANTEE and/or the OAG's SAVNS vendor rather than offset and deduct any amount. GRANTEE and/or the OAG's SAVNS vendor must 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; and Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with Grant 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 (in addition to the Equipment Inventory Report called for in section 4.3.4(b) above); 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 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 must 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 this 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, or Abuse to the OAG. GRANTEE must have a policy in place to prevent, detect, and remedy incidences of fraud, waste, or abuse and provide a copy of the policy to the OAG upon request. In the event of any actual, attempted, or suspected fraud, waste, or abuse of Grant Funds the GRANTEE discovers, the GRANTEE shall notify the OAG within five (5) business days of discovery.

For purposes of this Grant Contract: (i) fraud includes, without limitation, the deliberate misuse or misapplication of Grant Funds; (ii) waste includes, without limitation, the extravagant, careless, or needless expenditure of Grant Funds; and (iii) abuse includes, without limitation, the misuse of one's title, position, or authority to obtain a personal benefit or to attempt to damage another individual. GRANTEE understands that the failure to notify the OAG within the required timeframe of actual, attempted, or suspected fraud, waste, or abuse may result in the termination of this Grant Contract. GRANTEE also agrees to report any actual, attempted, or suspected fraud, waste, or abuse of Grant Funds to the State Auditor's Office pursuant to section 7.5 of this Grant Contract.

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 (5) business days of discovery. Failure to report in the required timeframe may result in termination of this Grant Contract.

4.5.3 Reporting of Data Security Incidents. GRANTEE agrees to notify the OAG of any data security incident that has or may impact GRANTEE's ability to complete the services and deliverables, or otherwise fully perform its responsibilities under this Grant Contract within five (5) business days of discovery. Failure to report in the required timeframe may result in termination of this Grant Contract.

For purposes of this Grant Contract, a data security incident is an event or action that could or does jeopardize the confidentiality, integrity, or availability of information relevant to GRANTEE's participation in the Grant Program.

4.5.4 Conduct Unbecoming. GRANTEE warrants that during the term of this Grant Contract, and in relation to GRANTEE's participation in the Grant Program, neither GRANTEE nor GRANTEE's agents will take any act or make any representation that would constitute an actual or potential conflict of interest with the OAG, reasonably create the appearance of impropriety, bring discredit to the OAG, or be against the interest of the State of Texas. GRANTEE acknowledges that violation of this section may result in termination of this Grant Contract. GRANTEE agrees that exhibiting a lack of good character (for example, without limitation,

dishonesty, falsifying records, theft, fraud, abuse of authority, malfeasance, or failure to report unethical or illegal behavior) is prejudicial to the proper use of public funds. GRANTEE certifies that GRANTEE and GRANTEE's agents will perform the duties called for by this Grant Contract in a professional manner, and with the highest degree of integrity, consistent with the purposes of the Grant Program.

4.5.5 Criminal or Civil Indictment, Charges, or Convictions. GRANTEE warrants that neither its principals, agents, nor any other individual involved with the daily operations or oversight of GRANTEE and/or the Grant Funds or services provided under the Grant Program are (a) presently under indictment or otherwise criminally or civilly charged by any governmental entity (federal, state, local, or international) for crimes or offenses related to fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, perjury or making other criminally or civilly liable false statements, receiving stolen property, deceptive trade practices, antitrust violations, data security or privacy violations, or any crime or violation of any kind whatsoever in connection with obtaining, attempting to obtain, or performing a publicly funded transaction or contract (whether by grant, appropriation, or any other funding source at any level of federal, state, or local government), or (b) have been convicted, indicted, or charged with any such offenses, crimes, or violations within the three (3) calendar years preceding the effective date of this Grant Contract. GRANTEE represents and warrants that it will notify the OAG in writing within five (5) business days of any changes to the representations or warranties in this section and understands that failure to so timely update the OAG would be a material breach of this Grant Contract and grounds for termination. Pursuant to sections 4.3.7 and 9.2 of this Grant Contract, any Grant Funds that GRANTEE obtained improperly must be refunded to the OAG (or may be offset by the OAG in its sole discretion), and the OAG may place GRANTEE on a financial hold pending review of any change in circumstances under this section.

SECTION 5. OBLIGATIONS OF THE OAG

5.1 Monitoring. The OAG will monitor 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 the 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 up to the maximum liability set forth in Exhibit A. 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 ten percent (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 Grant 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, including 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) awarded and/or appropriated to the OAG. GRANTEE agrees that, for the purpose of this Grant Contract, the Grant Funds, if any, received from the OAG are limited by the term of each State fiscal biennium and by specific appropriation authority to, and the spending authority of, the OAG. **GRANTEE agrees that notwithstanding any other provision of this Grant Contract, if the OAG is not awarded or appropriated the Grant Funds, or if the OAG does not receive the awarded or appropriated funds for this Grant Program, or if the funds awarded or 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 GRANTEE any remaining balance on this Grant Contract.**

SECTION 6. TERMINATION

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

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions, and provisions of this Grant Contract, or if the OAG receives financial reporting which indicates high financial risk, the OAG may, upon written notice to GRANTEE, immediately terminate all or any part of this Grant Contract.

6.2.1 Termination for Failure to Maintain Financial Viability. The OAG may terminate this Grant 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 this Grant Contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy and is in addition to any other rights and remedies provided in equity,

by law, or under this Grant Contract.

Termination, 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 expiration, or by its nature would be intended to be applicable following any such termination or expiration. 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 (Obligations of GRANTEE), 5 (Obligations of the OAG), 7 (Audit Rights; Records Retention), 11 (Special Terms and Conditions), and 12 (Construction of Grant Contract and Amendments).

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this Grant Contract is accomplished, then the OAG may require the GRANTEE and/or the OAG's SAVNS vendor to refund all or some of the Grant Funds paid under this Grant Contract. Such funds include those funds representing the number of months of SAVNS services that were previously invoiced and paid by the OAG under this Grant Contract.

6.5 Notices to OAG's SAVNS vendor. Any termination of this Grant Contract will also be forwarded by the terminating Party to the OAG's SAVNS 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 shall also maintain any records deemed necessary by the OAG, the 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 this 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 this 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 this 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. The OAG may, in its discretion, direct GRANTEE to retain documents for a longer period of time or transfer certain records to the OAG's custody when it is determined the records possess longer term retention value. GRANTEE must include the substance of this clause in all subcontracts related to the Grant Program.

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, verify contractually required performances, and establish individual accountability for any action that could potentially cause the generation or modification of, or access to, 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 ("SAO") 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 SAO, 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 SAO must provide the SAO with access to any information it considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the SAO 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 SAO 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 SAO.

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 the 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 the 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, without limitation, 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 this 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, in its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase in 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 this Grant 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 are in the best interest of the State of Texas.

9.2 Financial Hold. The OAG may, in its sole discretion, place GRANTEE on a financial hold, immediately and without first requiring a corrective action plan, in the event of any of the following circumstances: failure to comply with submission deadlines for required reports, invoices, or other requested information, indicators of financial risk; conflict(s) or suspected conflict(s) of interest; a change in the circumstances detailed in sections 4.5.4 or 4.5.5 of this Grant Contract; or potential or actual fraud, waste, and abuse. No reimbursements will be processed until all information requested by the OAG is submitted and approved by the OAG. If GRANTEE is placed on financial hold, the OAG, in 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 any financial hold, the OAG, in its sole discretion and with no obligation to require a corrective action plan first, may impose sanctions, including, without

limitation, one or more of the following: 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 this Grant Contract's terms and conditions. Corrective action plans, financial holds, and/or sanctions do not excuse or operate as a waiver of any prior failure to comply with this Grant Contract. GRANTEE is charged with full knowledge of all terms, conditions, and other requirements of this Grant Contract and all documents incorporated herein, and ignorance of any terms, conditions, or other requirements referenced in this Grant Contract and all documents incorporated herein shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

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, 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 controls.

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 also 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 Dealings with Public Servants; Disclosure of Conflicts. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic

opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. Further, GRANTEE represents and warrants that in the administration of the Grant Funds, it will comply with all conflict of interest prohibitions and disclosure requirements required by any applicable laws, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of this Grant Contract or GRANTEE's participation in the Grant Program, GRANTEE shall promptly notify the OAG. GRANTEE will establish safeguards to prohibit its principals, employees, and other agents 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 or other change in circumstances relevant to this section 10.4.

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 (if allowable). For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Section 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.

10.8 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits, and authorizations necessary to perform the responsibilities of this Grant Contract and currently is, and will remain, in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, the Texas

Comptroller of Public Accounts, and federal governmental bodies related to GRANTEE's right to operate and/or conduct business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinances or state or federal laws.

10.9 Restriction on Immigration Services. GRANTEE shall not use any Grant Funds for the provision of assistance with immigration related services (including, without limitation, any time spent by employees that is invoiced to the OAG for reimbursement under this Grant Contract). GRANTEE represents and warrants that the OAG's payments to GRANTEE and GRANTEE's receipt of Grant Funds under this Grant Contract, or other awarded or appropriated funds related to the Grant Program, shall not be used for immigration related services. Failure to comply with this section 10.9 would be a material breach of this Grant Contract and grounds for termination. Pursuant to section 4.3.7 of this Grant Contract, any Grant Funds that GRANTEE obtained improperly must be refunded to the OAG (or may be offset by the OAG in its sole discretion).

10.10 No Agency Status Between the Parties. Neither GRANTEE nor GRANTEE's employees are agent(s) or representative(s) of the OAG or the Attorney General of Texas by virtue of this Grant Contract. The OAG and its employees are not agents of GRANTEE, and will not act on behalf of GRANTEE, pursuant to this Grant Contract. As such, neither GRANTEE nor the OAG will represent itself or its employees as an agent of the other Party to its employees or to third parties. All persons furnished, used, retained, or hired by or on behalf of GRANTEE or, if applicable, any of GRANTEE's contractors/subcontractors shall be considered solely the employees or agents of GRANTEE or GRANTEE's contractors/subcontractors. GRANTEE is not a partner of, or part of any joint venture, or joint enterprise with, the OAG or the State of Texas by virtue of this Grant Contract or their performance hereunder

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Indemnification.

GRANTEE and/or its contractors or subcontractors, as applicable, are responsible for all types of claims whatsoever due to actions or performance under this Grant Contract, including, without limitation, 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 THE 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 THIS GRANT CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THIS 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 CONCURRENCE FROM THE OAG. THE 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 or the Attorney General of the State of Texas, directly or indirectly, nor may GRANTEE authorize anyone else to do so, 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 (Texas Government Code Chapters 551 and 552, respectively).

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, wholly or partially, out of funds obtained under this Grant Contract, subject to a 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 are authorized by the OAG) 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 this Grant Contract and not proceed with the agreement in question without further authorization from the OAG Grants Administration Division.

11.4 Program Income. Gross income directly generated from 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 Contract, and the Program Income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report Program Income in accordance with the OAG's reporting instructions. GRANTEE must expend Program Income during the Contract Term, and any Program Income not expended during the Contract Term must 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 support the activities that are the subject of this Grant Contract.

11.6 No Solicitation or Receipt of Funds on Behalf of the 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; and GRANTEE's Oversight Responsibilities. 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. The OAG shall maintain 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. Any attempted subcontracting, assignment, or delegation in violation of this provision will be void and without effect.

In the event the 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 contractor(s)/subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that its contractor(s)/subcontractor(s) perform in accordance with the terms, conditions, and specifications of their contracts, subcontracts, 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 expressly agree that no provision of this Grant Contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This Grant Contract 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 Grant Contract 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 is improper.

11.11 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this 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 the 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 the OAG'S payments to GRANTEE and GRANTEE'S receipt of appropriated or other funds under this Grant Contract or Grant Program 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 this Grant Contract by the OAG.

11.14 Child Support Obligation Affirmation. Under Section 231.006 of the Texas Family Code, GRANTEE certifies that it is not ineligible to receive the specified Grant Funds and hereby acknowledges that this Grant Contract may be terminated and payment withheld if this certification is inaccurate. 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 twenty-five percent (25%) 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 (4) years before the date of this Grant Contract was the executive head of the OAG, or (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 Grant Contract is not ineligible to receive the specified contract or Grant Funds and acknowledges that the contract may be terminated and all payments withheld if this certification is inaccurate.

11.19 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 Grant Contract is not ineligible to receive this Grant Contract or Grant Funds and acknowledges that this Grant Contract may be terminated and all payments withheld if this certification is inaccurate.

11.20 Cybersecurity Training Program. All GRANTEES must complete a cybersecurity training. If 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 OAG pursuant to and in accordance with Section 2054.5192 of the Texas Government Code.

11.21 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.

11.22 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.

11.23 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 this 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.

11.24 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, article 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

11.25 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 meetings of a governmental body to be open to the public, except as otherwise provided by law.

11.26 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 Section 364.003. If GRANTEE is currently being sued under the provisions of Local Government Code Section 364.003, or is sued under that Section at any point during the duration of this Grant Contract, GRANTEE must immediately disclose the lawsuit and its current posture to the OAG.

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

11.28 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.

11.29 Force Majeure. Neither GRANTEE nor the OAG shall be liable to the other for any delay in, or failure of performance of, any requirement included in this 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.

11.30 Executive Order GA-55 Prohibiting All Forms of Race Discrimination. GRANTEE certifies that it will comply with the color-blind guarantee of both the Texas and United States Constitutions by ensuring, without limitation, that all GRANTEE rules, policies, employment practices, communications, curricula, services provided, use of Grant Funds, participation in the Grant Program, and any other organizational actions, treat people equally, regardless of race.

11.31 Former Agency Employees. GRANTEE represents and warrants that none of its employees including, but not limited to, those authorized to provide services under this Grant

Contract, were former employees of the OAG during the twelve (12) month period immediately prior to the date of execution of this Grant Contract.

11.32 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. In accepting Grant Funds, the GRANTEE:

- a. represents and warrants that GRANTEE neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described herein; and
- b. certifies that if GRANTEE discovers or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to the OAG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so OAG.

11.33 Disclosure of Prior State Employment. In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, GRANTEE certifies that it does not employ an individual who has been employed by the OAG or another agency at any time during the two (2) years preceding the submission of the Grant Application or, in the alternative, GRANTEE has disclosed in its Grant Application the following: (i) the nature of the previous employment with the OAG or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

SECTION 12. CONSTRUCTION OF GRANT CONTRACT AND AMENDMENTS

12.1 Construction of the Grant Contract. The provisions of section 1 above 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, and Order of Precedence. This Grant Contract, including all exhibits (if any) and documents incorporated by reference, 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 (if any) and documents incorporated by reference. In the event of a conflict between the provisions of this Grant Contract document and any Exhibits, or other documents incorporated herein by reference, the following order of precedence applies: (1) the OAG SAVNS Services Contract; (2) Exhibit B, Participating Entity Services Agreement (Service Agreement);

(3) this Grant Contract and Exhibit A.

12.3 Amendment. This Grant Contract shall not be modified or amended except in writing, signed by authorized representatives of 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 Severability and 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 this Grant Contract will continue in full force and effect.

12.5 No Implied 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 executing and performing this Grant Contract only in their official capacities.

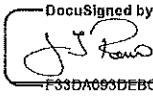
12.7 Signature Authority. The undersigned Parties represent and warrant that the individuals submitting this document are authorized to sign such documents on behalf of the respective Parties.

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 this Grant Contract, or any documents submitted in connection with this Grant Contract, then GRANTEE will have breached this Grant Contract and the OAG may exercise any of its rights associated with such circumstances including, without limitation, termination of this Grant Contract for cause.

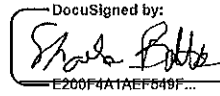
IN WITNESS HEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS GRANT CONTRACT.

**OFFICE OF THE ATTORNEY
GENERAL**

Hockley County

DocuSigned by:

F33DA093DEBC4E9...

Printed Name: Josh Reno
Office of the Attorney General

DocuSigned by:

E200F4A1AEF649F...

Printed Name: Sharla Baldrige
Authorized Official

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. C-02700

EXHIBIT A

Population Size: 21,399 Pricing Tier: 8

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 District Court	Annual Cost for County Court	MAXIMUM REIMBURSABLE COSTS
\$5,452.24	\$1,180.24		\$6,632.48

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.

Motion by Commissioner Graf second by Commissioner Wisdom, 4 votes yes, 0 votes no, that Commissioners Court approved to nominations for election of a member to the Hockley County Appraisal District. As per Resolution 2025-6 that Larry carter and Buddy Moore be nominated as candidates recorded below.

THE STATE OF TEXAS

COMMISSIONERS COURT

OF

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

RESOLUTION – 2025-6

WHEREAS, Texas state law requires a single appraisal district to be established in each county; and

WHEREAS, Hockley County has established such appraisal district of which Hockley County is part; and

WHEREAS, Texas Property Tax Code 6.03 also establishes that Counties may place in nomination names of individuals for the single appraisal district board of directors; and

WHEREAS, the Hockley County Commissioners Court desires to place in nomination one to five names; and

BE IT RESOLVED, that the Hockley County Commissioners Court met in Regular Session this the 15TH day of September, A.D., 2026, and among other business, the following was had, to-wit:

Motion by Commissioner Seth Grief, seconded by Commissioner Alan Wisdom, and carried, that Laury Carter and Buddy Moore be nominated as candidates for the Hockley County Tax Appraisal District Board of Directors, and if elected, (or selected) shall serve on said board for the 2026-2027 term of office, representing Hockley County, Texas.

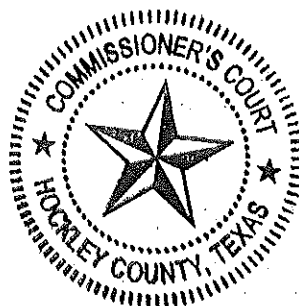
SO RESOLVED on September 15, 2025.

Hockley County Commissioners Court

By: Sharla Baldrige
Sharla Baldrige, County Judge

ATTEST:

Jennifer Palermo
Jennifer Palermo, County Clerk



Motion by Commissioner Clevenger, second by Commissioner Carter, 4 votes yes, 0 votes np
that Commissioners Court approved the Sheriff and Constable Fees for 2026. As per Order to approve
2026 Sheriff and Constable fees recorded below.

THE STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

ORDER TO APPROVE 2026 SHERIFF AND CONSTABLE FEES

It is the order of the Commissioners' Court of Hockley County that the 2026 Sheriff and Constable Fees are hereby approved.

DONE IN OPEN COURT, this the 15th day of September, 2025, upon motion by Commissioner, Tommy Clevenger, seconded by Commissioner, Larry Carter and unanimously carried.

Sharla Baldrige
Sharla Baldrige, Hockley County Judge

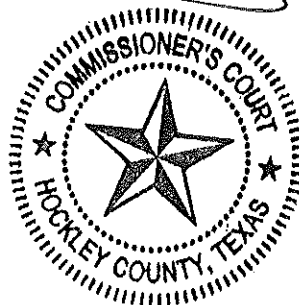
Alan Wisdom
Alan Wisdom, Commissioner, Pct 1

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



HOCKLEY COUNTY 2026 SHERIFF'S AND CONSTABLE'S FEES

NOTICES:

Supboenas	\$100.00
Supboena-Duces Tecum	\$100.00
Deposition Subpoena	\$100.00
Summons	\$100.00
Forcible Detainer	\$100.00
Writ of Attachment (Person)	\$150.00
Writ of Attachment (Property)	\$200.00
Writ of Garnishment	\$200.00
Writ of Sequestration	\$200.00
Writ of Possession	\$200.00
Writ of Re-Entry	\$200.00

OTHER SERVICES FEES:

Writ of Execution	\$200.00
Writ of Restitution	\$200.00
Writ of Habeas Corpus	\$175.00
Writ of Injunction	\$175.00
All other Writs	\$175.00
Small Claims Citation	\$100.00
Justice Court Citation	\$100.00
Personal Citation	\$100.00
Citation Scire Facias	\$100.00
Citation by Posting	\$ 85.00
All other Courts' Citations	\$100.00
Notice to Show Cause	\$100.00
Precept to Serve	\$100.00
Order of Sale	\$200.00
Tax Warrant	\$200.00

FOR EXECUTING EACH MENTAL:

Illness Warrant	\$175.00
Distress Warrant	\$175.00
Abstract of Judgment	\$ 85.00
Temporary Restraining Order	\$ 85.00
Temporary Protective Order	\$ 85.00
Judgment Nisi	\$ 85.00
Criminal Warrants	\$ 75.00
Capias	\$ 75.00
Capias Pro Fines	
Felonies & Misdemeanors	\$ 75.00
Bailiff's fee for each civil case tries in District Court	\$150.00

POSTING OF NOTICES:

Seizures & Sales	\$ 40.00
Preparation of Notice of Sale	\$ 40.00
All Writs and/or Order involving the Seizure of Property, Sale of Property, or the Enforcement of a Judgment that exceeds four hours in the execution or enforcement of such Writ/Order will be assessed an additional fee per officer of \$35.00 per hour for each hour or portion thereof.	

Commission to be collected for a Sheriff's Sale:

First \$100.00, 10%; over \$100.00, but not exceeding \$1,000.00, 6%; over \$1,000.00, but not exceeding \$5,000.00, 3%; all sums over \$5,000.00, but not exceeding \$300,000.00, 2%

ESTRAY FEE:

Impounding/Hauling Large Animal (Cattle, Horses, Ostrich, Emu, Llama, etc.)	\$125.00
Impounding/Hauling Large Animal each additional animal	\$ 50.00
Impounding/Hauling Small Animal (Goats, Sheep, etc.) Five (5) or less	\$125.00
Impounding/Hauling Small Animal each additional animal (over 5)	\$ 50.00
Boarding & Feeding Large Animal Per day/per animal	\$100.00
Boarding & Feeding Small Animal Per/day/per animal	\$ 25.00
Release Fee per Animal	\$ 25.00

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

SHERIFF'S OFFICE FEES:

Bond Agent I.D. Card	\$ 10.00
Reports (offense, book-in)	\$ 15.00
Mug Shot (new Photo)	\$ 10.00
For Executing a Deed to each Purchaser of real estate under the Execution of Order of Sale	\$100.00
For Executing a Bill of Sale to each Purchaser of personal property under Execution of Order of Sale, when demanded by Purchaser	\$100.00

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

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

ADDRESS:

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

Motion by Commissioner Carter, second by Commissioner Clevenger, 4 votes yes, 0 votes no that commissioner Court approved the bid for Design-Build Firm for demolition and renovation of the Hockley County Elections office to be located at 710 Ave H. As per Oder to approve acceptance of proposal regarding 710 Ave H, from Tienert Construction recorded below.

THE STATE OF TEXAS
COUNTY OF HOCKLEY

COMMISSIONERS' COURT
HOCKLEY COUNTY, TEXAS

**ORDER TO APPROVE ACCEPTANCE OF PROPOSAL
REGARDING 710 AVE. H**

The Commissioners' Court of Hockley County has hereby approved AND IT IS SO ORDERED that the Commissioners Court of Hockley County hereby has accepted the proposal from Tainert Construction for the Design-Build Firm for the demolition and renovation of the Hockley County Elections Office to be located at 710 Ave. H.

DONE IN OPEN COURT, this the 15th day of September, 2025, upon motion by Commissioner, Larry Carter and seconded by Commissioner, Tommy Clevenger 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

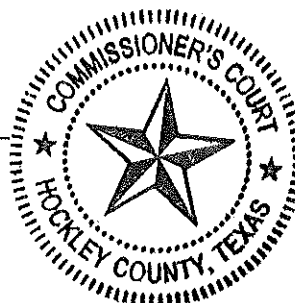
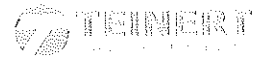


Table of Contents



1. Qualifications of the Design-Build Team
2. Key Project Personnel
3. Relevant Project Experience
4. Project Approach



QUALIFICATIONS OF THE DESIGN-BUILD TEAM

Teinert Construction is a Texas Corporation that has been in business since 1982.

Volume And Revenue

Teinert has not measured business by volume for five years but rather by revenue. Our current contract volume exceeds \$700,000,000. Our volume has consistently ranged between \$410MM and \$700MM for almost 3 years. Teinert's revenue (amount of work billed) for the past five years is as follows:

Revenue (billings rounded to nearest \$100k) for last 5 Years:

2024	\$292,400,000
2023	\$189,100,000
2022	\$158,900,000
2021	\$131,300,000
2020	\$121,082,000

Teinert Staff Members

- 5. Executive
- 31. Project Management
- 5. Estimating & BIM
- 69. Superintendent
- 4. Financial
- 6. Admin. & Support
- 15. Foreman & Craftsmen

BUILT TO LAST



40+ YEARS OF EXCELLENCE

In Teinert's 40+ years of business, we have gathered a variety of construction experience. Teinert has built, altered or added on to various types of facilities including (but not limited to):

- Educational Facilities
- Manufacturing / Warehouse Facilities
- Multi-Family / Multi-Resident Facilities
- Athletic Facilities
- Health Care & Dental Facilities
- Commercial Office & Retail Facilities
- Hospitality Facilities
- Worship Facilities
- Municipal & County Facilities
- Laboratory and Research Spaces



Corporate Office

Chad Henthorn, CEO
1402 Crickets Ave
Lubbock, Texas 79401
O. 806.744.2801
M. 806.548.0153
E. daniel@teinert.com

Midland Office

Jacob Kirkland, COO
24 Smith Rd, Ste 170
Midland, Texas 79705
O. n/a
M. 806.548.0143
E. jacob@teinert.com

Abilene Office

JD Coffee, Project Executive
935 Pine Street
Abilene, Texas 79601
O. 325.704.1211
M. 682.262-8965
E. jcoffee@teinert.com

Fort Worth Office

Jerrold Kerr, Executive Vice President
3202 Collinsworth
Fort Worth, Texas 76107
O. 817.378.4055
M. 806.620.9962
E. jerrod@teinert.com

Name of Firm

**Allen Teinert Construction Co., Inc.
dba Teinert Construction**

Form of Business

Corporation

Year in Business as Present Company

43 Years

Names of Any Previous Companies Under Which You Operated

Teinert Commercial Building Services (1982-2018)

Corporation, List Primary Officers

- Chief Executive Officer: Chad Henthorn
- Chief Operations Officer: Jacob Kirkland
- Chief Financial Officer: Stacy Lambert
- President: Daniel Horton
- Executive Vice President: Jerrod Kerr

Address of Corporate Office

**1402 Crickets Ave
Lubbock, Texas 79401**

Address of Managing Office

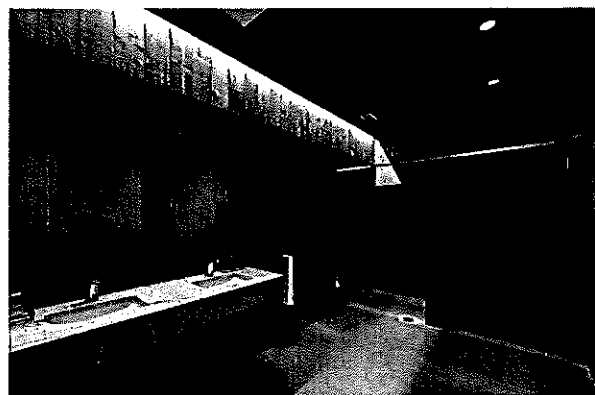
**1402 Crickets Ave
Lubbock, Texas 79401**

Primary Contact for This RFQ

**Jacob Kirkland, COO
Office: (806) 744-2801
Mobile: (806) 548-0143
Email: jacob@teinert.com**

Bonding Capacity

Please see attached bonding letter



Claims and Suits

Teinert was forced to file a claim with a private client in 2020 due to non-payment by said client. Client requested a promissory note as judgment, to which Teinert agreed. Terms of the note were agreed to promptly, and the claim was settled without litigation. Teinert has never had litigation with an Owner or design professional.

Teinert Construction has no pending litigation, arbitration, or administrative complaints by a municipal or government entity.

Teinert Construction has never been party to litigation with any Owners or Architects.

Teinert Construction has never failed to fulfill the terms of a contract with an Owner. **Teinert has never failed to complete a project or to fulfill the terms of any contract.**

In default on any loan agreement or financing agreement with any bank, financial institution, or other entity?

No

Has any Owner or Manager of your organization been convicted of a felony?

No





The Baldwin Group

September 8, 2025

Hockley County

RE: Allen Teinert Construction Company, dba Teinert Construction – Bond Reference Letter -
CONSTRUCTION MANAGEMENT-AT-RISK (CMAR) SERVICES FOR
Hockley County Elections Office-Demolition and Renovation

We are pleased to write this letter on behalf of our valued client, Allen Teinert Construction Company, dba Teinert Construction. Teinert Construction can be bonded for any single job up to \$150,000,000 with a backlog up to \$300,000,000. Teinert Construction has a bond rate of Standard "B". Teinert Construction has been a valued client for the past 14 years. Teinert Construction has a history of completing projects on time or ahead of schedule with superior workmanship and we would be happy to respond to any reasonable request for this fine company.

The surety's approval of such a request would be conditioned upon applicable underwriting considerations at the time of the bond request. This letter is not an assumption of liability. We have issued this letter only as a bonding reference request by our client. Teinert Construction has all insurance required per the bid specs.

The providing surety company is Westfield Insurance Company, which is rated "A (Excellent) XV" by A.M. Best rating service, which is the recognized leader in rating property/casualty companies. Westfield Insurance Company appears on the Department of the Treasury Circular 570 as one of those "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies."

We highly recommend Allen Teinert Construction Company, dba Teinert Construction for your next project.

If you have any questions, please feel free to call me.

Sincerely,

Jeremy Barnett
Partner

KEY PROJECT PERSONNEL

Organizational Chart



Jacob Kirkland
COO
Pre-Construction Director



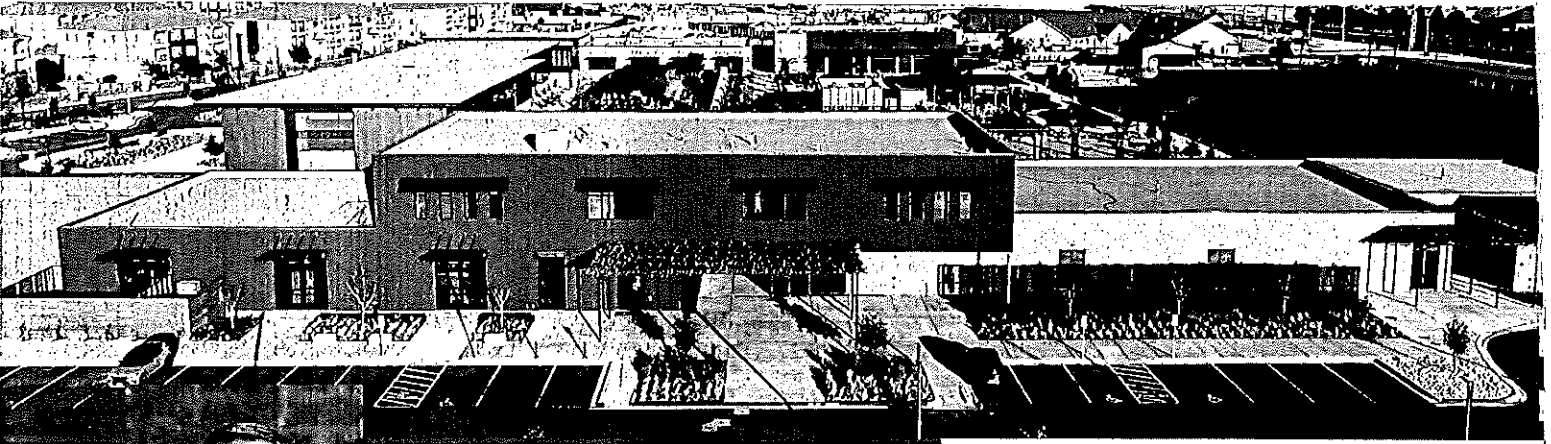
Parker Hutchens
Project Executive



Ryan Farquhar
Project Manager



Ty Johnson
Project Superintendent



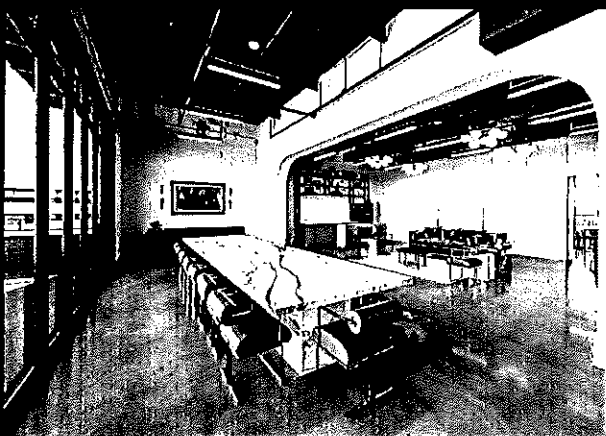
Jacob Kirkland
Chief Operations Officer
Pre-Construction Director

18 Years Experience

Jacob Kirkland joined the Teinert team in 2013 after 6+ years with a large-scale commercial construction firm in West Texas as well as time served as a Director of Construction for University Medical Center. As Chief Operating Officer, Jacob oversees the day to day operations of the company from all facets including pre-construction, construction and closeout. He maintains all financial oversight of the project and works directly with the project team to ensure timely completion, quality control, safety and the ultimate successful completion of the project.

Project Experience

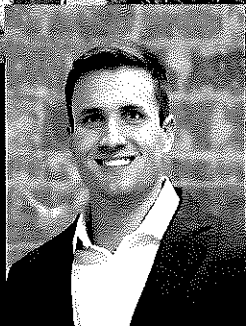
- Hockley County Annex
- Hockley County Parking Lot
- Hockley County Jail Renovation
- Inn Town Lofts Lubbock
- Suddath Warehouse Lubbock
- Forrest Oil Midland
- Scythian Energy BSA Building Renovation
- Alliance Credit Union ITM Quaker Lubbock
- ABC Bank Flagship Lubbock
- Lubbock National Bank Headquarters Quaker
- Centennial Bank Plainview
- Betenbough Office Building Lubbock
- McCoy's Distribution Center Midland
- UMC-Multiple Projects
- Covenant-Multiple Projects
- Midland Community Theatre
- The Saltus Lubbock
- Warren CAT Addition Odessa
- Summit Center Midland
- South Plains Electric Warehouse Lubbock
- The Good Shed Midland
- Natural Gas Services Group Headquarters Midland
- Spartan Transportation
- Midland Central Park



Treemont Capital · 832.790.7772 · pmcrae@treemontpartners.com

CHCL · 806.765.2611 · msullivan@chcl.tachc.org

UMC · 806.548.0146 · tim.mclean@umchealthsystem.com



Parker Hutchens
Project Executive

12 Years Experience

As Project Executive, Parker manages projects from pre-construction through completion and warranty. Parker is the primary contact on the project and is in charge of all coordination with the Owners, Architects, Engineers and Subcontractors. He maintains all financial oversight of the project including billing and cost control and he works with the Project Superintendents to ensure timely completion, quality control, safety and the ultimate successful completion of the project.

Project Experience

- Hockley County Jail Renovation
- Scythian Energy BSA Building Renovation
- Inn Town Lofts
- Double Eagle Suite Remodel
- TTU Federal Credit Union Operations Center
- Warren CAT Addition Odessa
- Albertson's Market Carlsbad
- United Supermarkets #656 Andrews
- Alliance Credit Union NW Branch
- Lubbock National Bank Headquarters
- Lubbock National Bank 82nd Street Renovation
- The Saltus Lubbock
- TTU Civil Engineering Lab Renovations
- High Plains Surgery Center Lubbock
- Midland Community Theatre
- McCoy's Distribution Center Midland
- Odessa Regional Medical Center
- Winkler County Hospital
- Childress Regional Medical Center
- Metric Athletic
- SPC Natatorium Renovation
- UMC-Multiple Projects
- Animal Medical Center Vet Clinic
- Covenant Renovations



References

- Zach Sawyer
UMC 806.392.6268 · zach.sawyer@umchealthsystem.com
- Sherry Riordan
Childrens Health · 469.371.9026 · sherry.riordan@childrens.org
- Chet Lange
McCoy's Building Supply · 512.395.6644 · chet.lange@mccoys.com



Project Manager
4 Years Experience

Ryan Farquhar joined the Teinert team in 2022 as an intern while completing his degree at Texas Tech University. Ryan had prior construction experience working for an insulation subcontractor. As the project engineer, Ryan will handle the bulk of the project documentation, will work with the superintendent on scheduling and material procurement, and will be a source of support in the field to ensure timely completion of the project.

Project Experience

- Hockley County Jail Renovation
- Warren CAT Addition Odessa
- SPC Natatorium Renovation
- City Bank Front Lobby Remodel
- Lubbock National Bank Headquarters
- Lubbock National Bank 82ns Street Renovation
- Alliance Credit Union Indiana Branch
- Alliance Credit Union Northwest Branch
- Alliance Quaker ITM
- Covenant Decontamination Alteration
- Albertsons Market #656
- United Supermarket #655 Andrews
- TTU Civil Engineering Lab Renovation
- Covenant Relational Health Outpatient Renovation
- Community Health Center of Lubbock
- Covenant IR #2 Remodel
- Parkview Pediatric Dentistry
- Texas Tech National Ranching Heritage Center
- Texas Tech Rip Griffin Park Expansion and Renovation
- McCoy's Building Supply Lubbock
- McCoy's Distribution Center Midland
- Golf Course Road Church of Christ
- Midland Community Theatre



Parkview Pediatric Dentistry • 806.570.5288 • zach@parkviewdentistry.com

Amarillo National Bank • 806.345.9765 • sean.fuqua@anb.com

CHCL of Lubbock • 806.765.2611 • msullivan@chcl.tachc.org



Ty Johnson
Project Superintendent
15 Years Experience

TY Johnson joined the Teinert team in 2016 after several years as a Superintendent in large-scale construction projects. As Project Superintendent, Ty is responsible for all field coordination with the Owner, end user, and subcontractors to ensure timely and proper completion of the project. He will provide day-to-day oversight and direction for all personnel on the job site. Ty is also responsible for job site safety and quality control. Ty will ensure that the products, materials and services provide meet or exceed the project specifications, and he will work to make sure that safety is paramount for all personnel on the project.

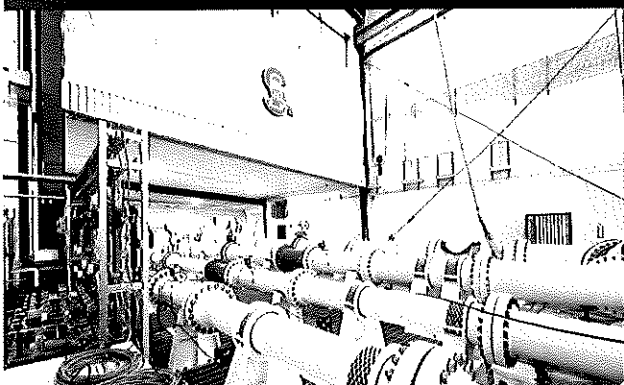
Project Experience

- DFA Lubbock Milk Testing Facility
- Warren CAT Addition Odessa
- Simflo Pump & Supply Testing Facility
- SPARTAN Transportation Hub Phase II & Phase II
- Beck Steel Manufacturing Assembly
- Browfield Fire Station
- K&K Supply Warehouse & Office Facility
- J&B Industrial Quality Control Office
- *Afria Brothers Dairy, Milk Barns 1-4*
- *Afria Brothers Dairy, Cross Vent Barns 1-4*
- *Afria Brothers Dairy, Barns 1 & 2*
- *Dumas Airport Private Hangar*
- *Dumas Airport Commercial Hangar*
- *CDFD Dairy Farms Free stalls*
- *CDFD Dairy Farms Milk Parlor 1 & 2*
- *CDFD Dairy- Covered Pens (1 Mile)*
- *Natural Prairie Dairy Farms Free Stalls*
- *Natural Prairie Dairy Farms Milk Parlors*
- *Natural Prairie Dairy Farms Covered Pens (.5 mile)*
- *Avalanche Dairy Milk Parlor*

**Projects in italics were performed while with another firm*

References

- Jason Ables
DFA Milk • 325.725.0574 • jables@dfamilk.com
- Troy Pickering
Simflo • 806.747.3411 • troy@simflo.com
- Brian Baker
Spartan • 806.894.3800 • bbaker@spcaa.org



RELEVANT PROJECT EXPERIENCE



HOCKLEY COUNTY ANNEX

The Hockley County Courthouse Office Annex building (10,106 sf) provided a facelift to an existing downtown building and tied it architecturally to the existing courthouse building.

This project required extensive structural renovations to allow for two floors of office space, including a newly installed elevator.

The exterior façade has a stone coat veneer to compliment the historic look of downtown Levelland. This veneer was originally specified to be a stone panel product. The manufacturer went bankrupt in the middle of the project, and Teinert found an alternative product that provided the same look while giving a savings to the County.

Value:

\$2,173,550

Delivery:

CMAR

Completion Date:

April 2016



References

Larry Harvey

Chapman Harvey

806.749.1153

larryh@chapmanharvey.com

Larry Carter

Hockley County

806.893.3339

lcarter@hockleycounty.org



Lubbock County Sheriff's Office

The Lubbock County Sheriff's office is a conversion of the old county jail in downtown Lubbock into a new office building for Lubbock County Law Enforcement.

This phase included gutting and renovating the entire 90,000 sq ft first floor of the existing facility and building new stairwells and elevator shafts to the second floor that will be built out in the future.

The project includes holding cells, the original sally port, various offices, conference areas and control center. Challenges presented by this project included installation of two new elevator shafts through the existing pre-cast concrete T-beam slab.

A two-story atrium area was also created through this same slab. Careful coordination also had to be done to install the new central plant in the existing basement area.

Value:

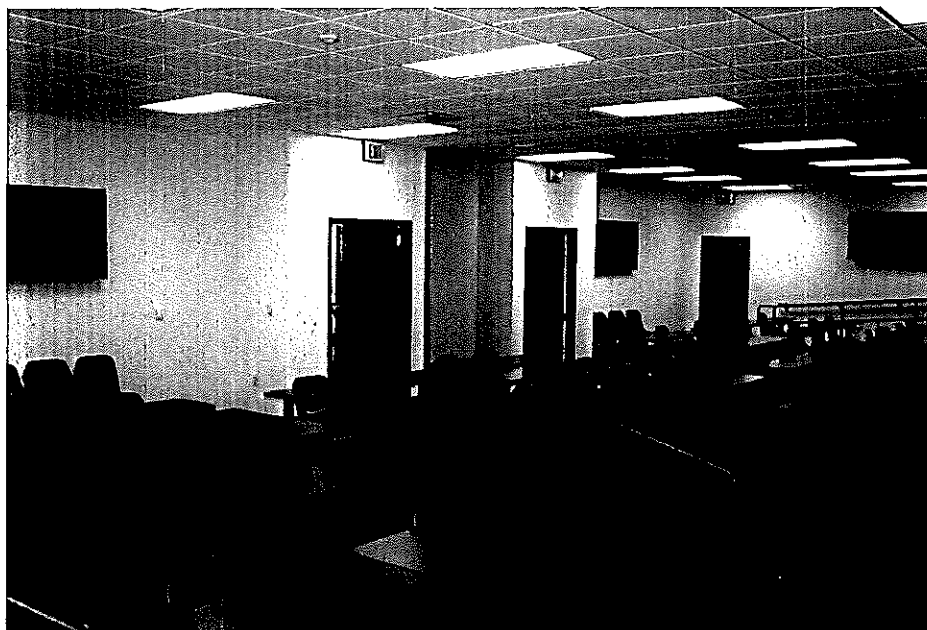
\$8,105,000

Delivery:

CSP

Completion Date:

March 2017



References

Larry Harvey

Chapman Harvey

806.749.1153

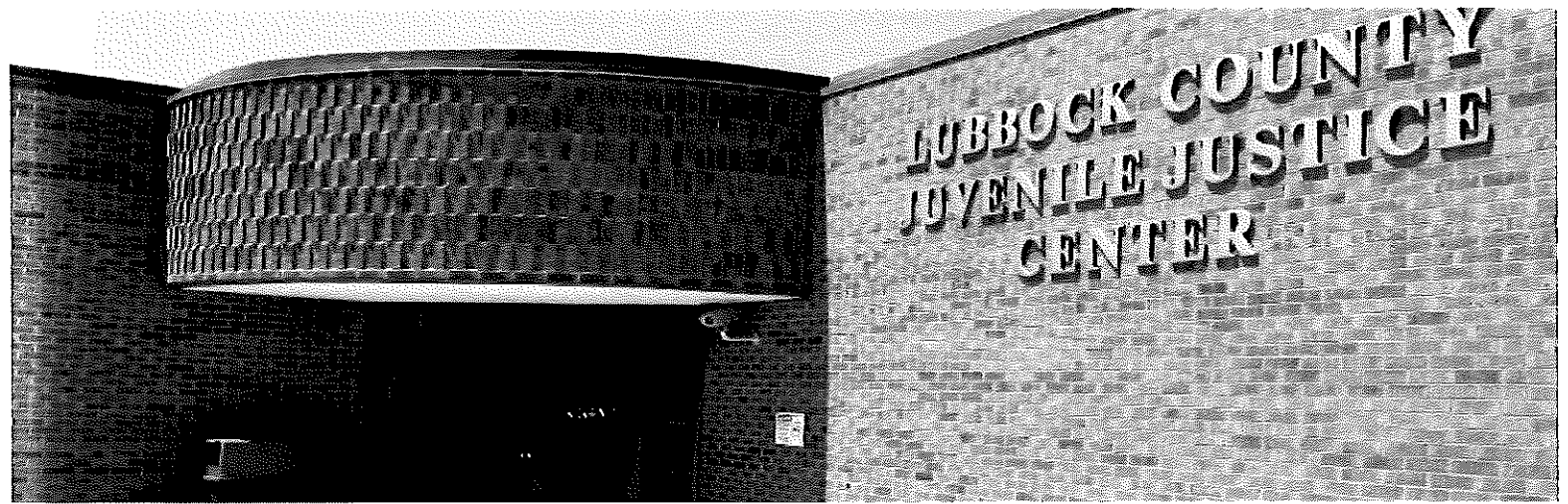
larryh@chapmanharvey.com

Natalie Harvill

Lubbock County

806.775.1003

nharvill@co.lubbock.tx.us



Lubbock County Juvenile Center Renovation

The Lubbock County Juvenile Justice Center Renovation is an approximate 11,634 sq ft existing facility.

The renovation includes 14 new holding cells as well as 9,147 sq ft of administrative and support offices.

Value:

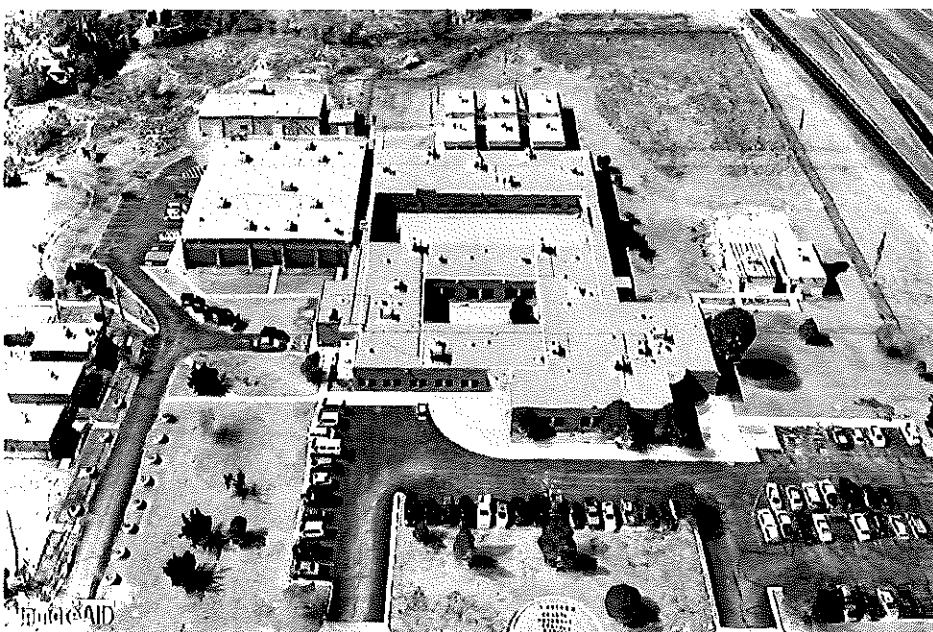
\$2,280,000

Delivery:

CSP

Completion Date:

July 2021



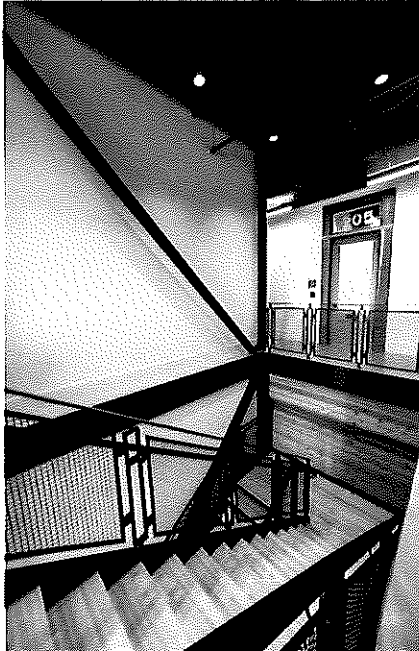
Reference

Natalie Harvill

Lubbock County

806.775.1003

nharvill@co.lubbock.tx.us



Attracting Qualified and Experienced Subcontractors

Teinert begins the process of working with qualified MEP trade contractors during the design phase. We use the expertise of our close trade partners to help budget and specify the project. This generates early interest in the project.

When it is time to put the project out for bid to trade contractors, we approach this in 2 arenas. We cast a wide net by advertising the project in the Associated General Contractors and local publications for the surrounding region. We also use our bidding database at BuildingConnected to send individual invites to all the trade contractors in the region.

However, the key to getting the proper trade contractors involved is picking up the phone and having straight communication with targeted partners that we know have the experience and manpower to do the job. We will have an internal bidder's list that we use to call and email regularly throughout the bid process. In our experience, good old-fashioned conversation and relationships have the most success when recruiting the right trade partners.



BUILDINGCONNECTED

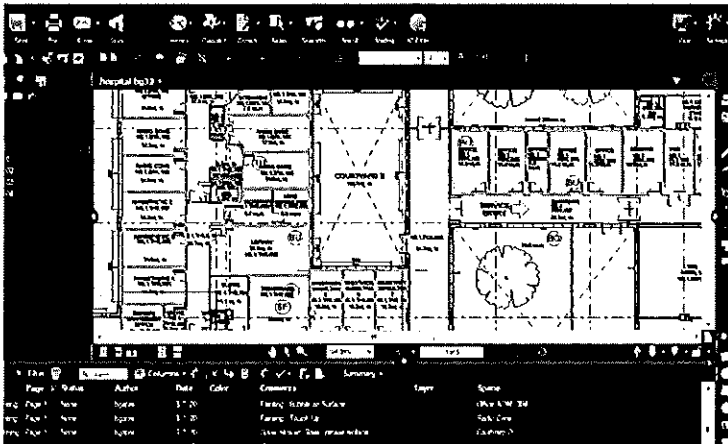


West Texas Chapter

Associated General Contractors of America



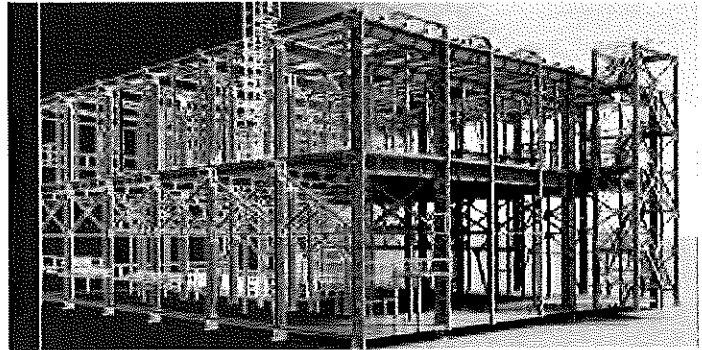
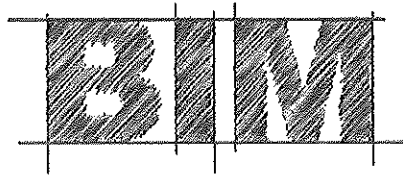
Teinert Construction is widely regarded for providing comprehensive pre-construction services. Teinert believes in providing comprehensive conceptual estimating with a great amount of detail. This provides the owner and architect with accurate information in order that the scope of the project can be maximized. Pre-construction cost analysis and constructability reviews are the foundation of a successful project.



Cost Analysis Methods

Teinert is prepared to begin cost analysis at even the earliest schematic stages of project planning. Our participation in the hard-bid construction market provides us with a database of real-time construction costs, and we use this information to help provide accurate, reliable conceptual and pre-construction estimating as part of our Construction Management Services.

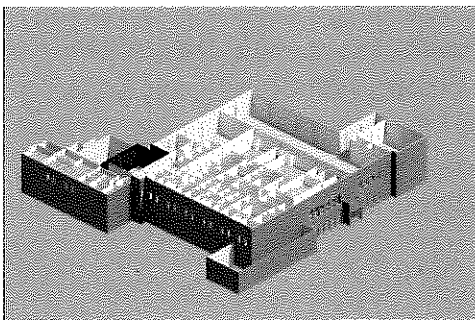
In most Construction Manager at-Risk Scenarios, the CM will prepare an initial estimate at the schematic drawing stage. This estimate is updated with each new stage of drawings (typically Design Development Drawings, 75% Construction Drawings and again at 95% Construction Drawings). Teinert prefers to adopt a collaborative project delivery, in which we work with the design team on a consistent basis to provide continuous monitoring of the project budget. Teinert prefers to use their ability to participate in Building Information Modeling to collaborate with the design team to provide a much more frequent update to the project budget (see case study on the following page).



Teinert has consistently tried to embrace the use of technology like BIM and Bluebeam while sticking to a “ruler and highlighter” approach to understanding the project. Technology helps us be efficient, but it is only as good as the information within it. We work to gain a complete understanding of the project, including embracing the end user’s needs and mission for the facility. Using a combination of quantity take-off from the BIM model and 2D take-offs with Bluebeam Revue, our electronic estimating software, Teinert will provide a quantitative takeoff of all scopes of work during the pre-construction estimating phase. Our estimates will show quantities and unit prices in order that architect can confirm the accuracy of their drawings, or the project team can quickly analyze using alternate materials for particular items that are very costly. Bluebeam Revue also allows Teinert to provide detailed color-coded copies of the drawings that show what materials have been taken off in what locations. We can quickly change surface areas, etc. to analyze the costs of materials that are changed.

Case Study - Collaboration During Pre-Construction

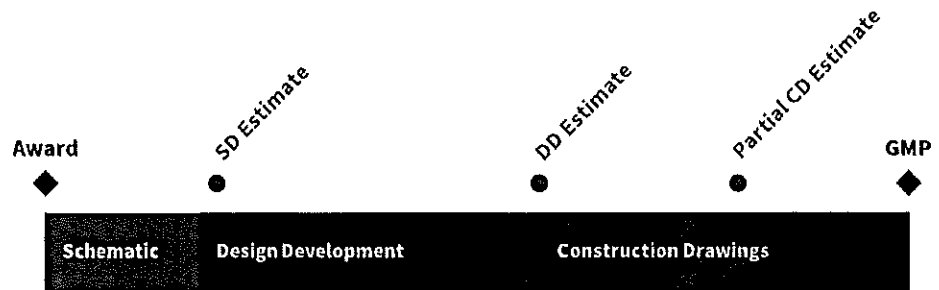
During pre-construction of the Texas Tech University Industrial Engineering Renovation, Teinert and the Architect has a weekly BIM model upload meeting, where the Architect issued an updated model to Teinert, and the team discussed developments in the design process. Teinert then used the model to quickly update the project budget. This helped bring the project in with less than 2% of the original budget. Teinert and the Architect’s collaboration not only helped meet the budget, it helped maximize the scope of the project due to constant updating and collaboration. Here’s an illustration of our proposed collaborative pre-construction vs. typical.



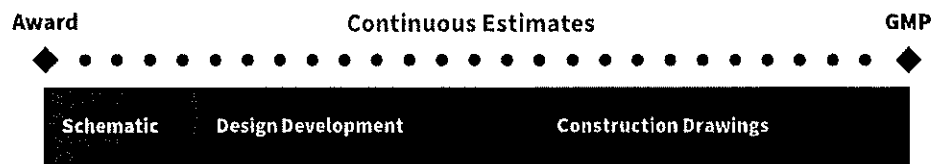
This is a 3D Model that Teinert recently used for clash detection and material takeoff on the TTU Petroleum Engineering Renovation.

Teinert Construction is widely regarded for providing comprehensive pre-construction services. Teinert believes in providing comprehensive conceptual estimating with a great amount of detail. This provides the owner and architect with accurate information in order that the scope of the project can be maximized. Pre-construction cost analysis and constructability reviews are the foundation of a successful project.

Typical Pre-Construction



Teinert Collaborative Pre-Construction



Cost Control Measures During Design & Construction

In addition to providing comprehensive estimating services, Teinert will perform constructability reviews with each issue of the drawings. Teinert gains participation from subcontractors as well as the project superintendent to assist in reviewing the drawings to ensure that the building will be constructed in the most efficient way possible without sacrificing quality. A report will be provided for the review giving a plan sheet-by-plan sheet (and spec section-by-spec section) account of items that either present possible issues or could possibly use consideration of alternate methods of construction.

“Being a Good Steward” - Examples of Success in Cost Control

UMC Business and Data Center

GMP: \$20,784,000

Final: \$20,116,000

Teinert worked with the design team to find an alternative mechanical system for the office areas. After performing life cycle analysis vs. upfront cost, we were able to change part of the building systems and give a significant amount of money back to the Owner.

Western Texas College Infrastructure Package

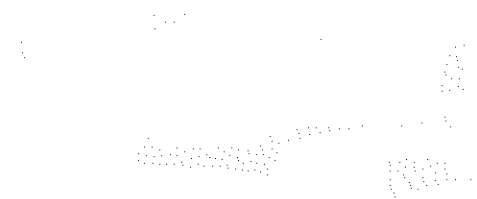
GMP: \$12,580,000

Final: \$12,801,000

Teinert worked with the electrical and HVAC contractors to find better routing for electrical primaries and revised mechanical room layouts. This saved the Owner enough to add \$300,000 in added scope and still get almost \$80,000 back at completion.

“[Teinert does] so much work before the project ever gets started and are one of the few contractors I’ve worked with that actually know what a “buy out” is and give money back to the owner at the end of the project.”

Kreg Robertson, AIA Parkhill



Texas Tech Petroleum Engineering Renovations

GMP: \$7,413,000

Final: \$7,212,000

Cost control was critical for this 7-phase project as funding became available at different times. Teinert worked with the design team to ascertain refurbishment vs. replacement of several mechanical items, and we developed a phasing plan that minimized mobilization.

Lubbock Meals on Wheels

GMP: \$3,330,000

Final: \$3,099,000

This two-phased project experienced a lot of Owner-directed changes as they remained operational throughout construction. Teinert's discipline with cost and constant cost feed back to the Owner allowed them to increase their scope and still save over \$230,000.

United Supermarkets #555

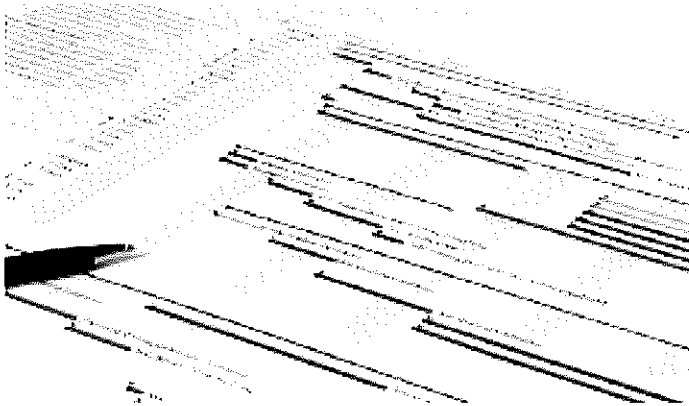
GMP: \$8,881,000

Final: \$8,752,000

Careful monitoring of cost and maximizing efficiency on Owner-Furnished, Contractor-Installed items provided almost \$130,000 in savings.

TEINERT HAS NEVER HAD A GMP INCREASE FOR ANYTHING OTHER THAN ADDITIONAL SCOPE ADDED BY THE OWNER (OFTEN SPURRED BY INITIAL SAVINGS CREATING SAID OPPORTUNITY).





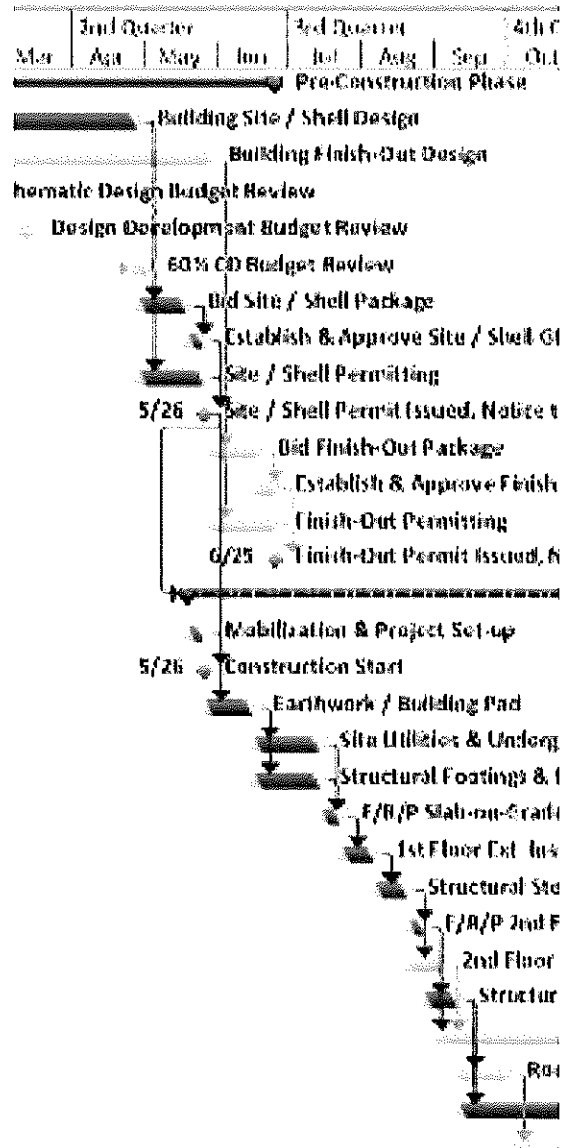
Schedule Management

Allen Teinert has a saying that is often repeated in our day-to-day operations. "OTOB - On Time, On Budget!" Our clients will attest to our ability to consistently complete projects on time. This starts with careful planning during the pre-construction phase. Teinert uses Outbuild to develop a Critical Path Method (CPM) schedule, and the Project Superintendent knows how to use the CPM schedule as a tool to ensure timely completion.

Maintenance of Critical Path Method Construction Schedule

Teinert believes it is paramount that the Construction Manager control the schedule and provide constant direction and monitoring of trade contractors and vendors throughout the project. The primary scheduling tool Teinert uses to ensure timely completion of a project is development of Critical Path Method (CPM) schedule. Teinert uses Outbuild, a premier construction scheduling software, to develop the project schedule. From this master CPM schedule, other scheduling tools such as Look-Aheads, Fragmented Network Schedules (Fragnets) and Task Lists are employed to manage the schedule on a closer level. Teinert develops the CPM schedule prior to subcontractor / Vendor bidding of a CM-at Risk project. The schedule is made available to all Subcontractors and Vendors during the bidding process to ensure that they can bid the project in a manner that is conducive to timely completion of the project. Teinert will incorporate and track several items in the CPM schedule that typically include (but may not be limited to):

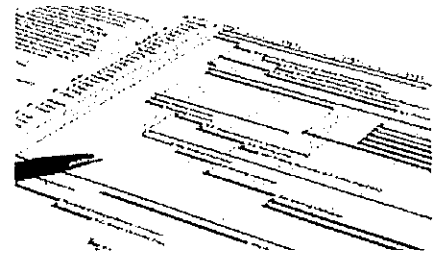
- Pre-Construction Activities
- Start Milestones
- Submittal Review Times and associated Material Lead Times
- Anticipated Weather Days
- Intermediate Milestones (inspection dates, dry-in, partial completion dates, etc.)
- Construction Activities
- Owner's Activities
- Commissioning Activities
- Completion Milestones
- Punch List and Close-Out Activities



By incorporating these activities in the schedule, Teinert manages not only construction activities, but also indirect activities that have an impact on construction time. The schedule is updated on a bi-weekly basis at a minimum throughout the course of the project, and each update is carefully analyzed.

Look Aheads

“Look-Ahead” schedules are portions of the CPM schedule that Teinert uses to evaluate activities that are in place or scheduled to begin in the near future. Typically, a Three Week Look-Ahead is reviewed with subcontractors on a weekly basis throughout construction to manage the schedule at a closer level. Close management of the activities at hand or starting in the near future is crucial to ensuring that the overall project schedule stays on track.



Pull planning boards at Richardson Elementary School in Dimmitt, TX.

Pull Planning: The Key to Schedule Execution

Teinert uses pull planning, a simple yet very effective tool, to ensure that our master CPM schedule is met. Pull planning done by hold a weekly meeting in the jobsite trailer with all trade foremen / superintendents present. We typically have 3 large boards with seven columns, each representing a week of the upcoming three weeks. Each trade contractor has their own color of Post-it note in which they will write down what their daily activity will be for the next three weeks.

In these meetings, the trades are required to coordinate the upcoming three weeks in a manner that ensures the project schedule is met. Once the meeting is complete, the information on the boards is transferred into electronic format and sent to ALL trades, whether on site or not. This method of scheduling provides several benefits that ensure timely completion:

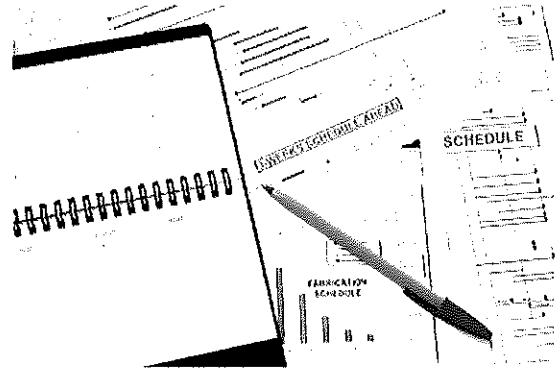
- It creates accountability with trade partners amongst their peers.
- It creates accountability with trade supervisors as they are physically writing down what they are to be doing over the upcoming weeks. It's easy to hold their feet to the fire when they do not meet their planned production.
- It helps bring to light any constraints that might prevent the schedule from being made such as lead times, selections needed from the client, outside entities such as utility companies, etc. These issues can be resolved before they are a problem.
- It eliminates excuses for missing the schedule due to consistent communication.

Teinert has used pull planning to overcome many set-backs such as intense weather delays, or unexpected lead times. During the post-COVID shut-down, Teinert was able to maintain schedule on many projects despite material shortages or delays because we used pull planning to devise “work-arounds.”

Task Lists

A project schedule must be managed on a closer level as a project nears completion. Teinert typically employs the use of Task Lists during the final 20% of a project to manage activities.

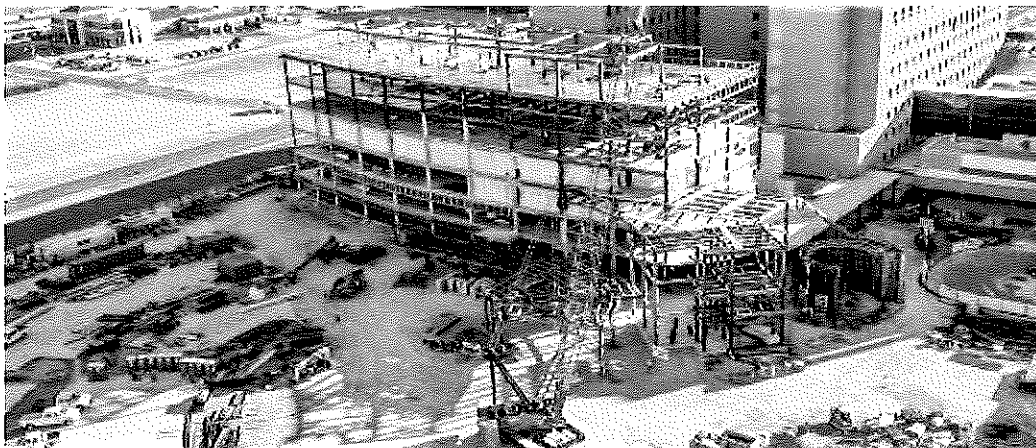
The Task List has specified activities or milestones that each subcontractor must achieve down to the day, half day and even to the hour when required. The Task List is reviewed on a more frequent basis than any of the scheduling tools and may even be reviewed multiple times in a day toward the end of the project. It is a critical tool that Teinert employs to maintain control of the project schedule by sequencing specific work flow and site management of subcontractors and tradesmen.



Pull Planning schedules and Task Lists are not only used for critical or detailed portions of the work or exclusively during the last 20% of a project. Teinert may manage trade contractors and vendors that are behind schedule during any particular phase by creating Fragnet schedules and task lists that are specific to their work. The Fragnet or task list may be monitored on a daily or even hourly basis to ensure that delinquent trade contractor or vendor is recovering from their schedule deficit. Use of these tools also helps Teinert determine what means to direct the delinquent trade contractor or vendor to employ (i.e., see Methods for Schedule Recovery below).

Methods for Schedule Recovery

Teinert uses all of the tools listed above not only to maintain project schedule but also to recover from schedule delays. It is critical to accurately update and maintain the project schedule to provide a true assessment of whether a project (or certain portions thereof) is behind. By properly maintaining a CPM schedule and using Look-Aheads, Teinert can quickly determine when construction is not tracking as necessary.



ON TIME ON BUDGET! - Examples of Success in Timely Completion

Western Texas College Infrastructure Package - \$12.5MM

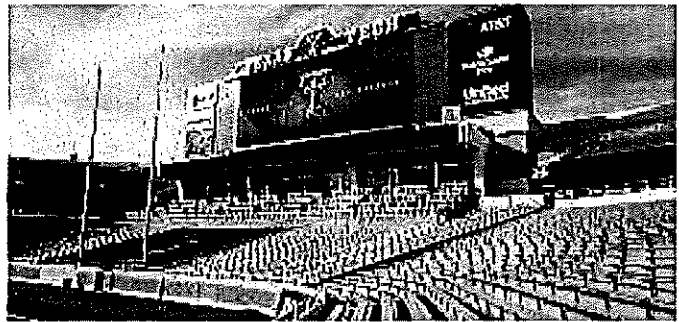
Delivered 3 months early

Project Manager Jerrod Kerr took this project (which was originally to be 2 phases), added a 3rd phase that the Owner elected to do with savings from the GMP, and still delivered the entire project 2 months early. Teinert worked with the college to coordinate alternate classroom locations and expedite work. The college did their part by moving classes in areas temporarily, and Teinert was able to deliver the entire two-year project 3 months early.

Jones AT&T Stadium North End Zone Addition & Renovation - \$4MM

Start delayed 2.5 Months due to owner change in scope, project still delivered on original date

When the Texas Tech Athletics department made a decision to completely change the seating concept of this project late in the design phase, it delayed the original start of this project by over 2 months. Teinert developed a multi-shift work plan that allowed the project to take on the additional scope and still be complete for the 2016 football season.



Dimmitt ISD- Richardson Elementary School - \$20.5MM

Delivered 6 weeks early

Teinert used pull planning to overcome 70+ days of weather delays and over \$500,000 of Owner-added scope from budget savings. This pushed the contractual completion date to September 21, 2018, but the teachers moved in the first week of August.



JUMC Business and Data Center - \$20MM

Delivered 1 month early

Teinert used pull planning to deliver this project a month prior to the substantial completion date, and Teinert returned over \$400,000 to the Owner in savings from our analysis and value engineering of mechanical systems.



Centennial Elementary School Addition - \$2MM

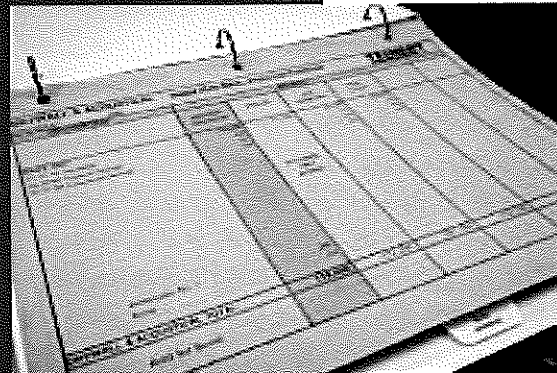
Delivered 2 months early

Teinert's careful coordination of two separate additions led to a workflow that allowed for completion 2 months prior to the contractual date.



Our discussion on cost control on the previous pages demonstrates our willingness to be transparent and accurate in our cost control. That Section describes HOW we keep our numbers complete and accurate.

The other key to successful CM at-Risk costing is **TRANSPARENCY**. Our GMP Binder will come complete with copies of all bid tabulations by trade (see photo on the left) and copies of all subcontractor and vendor bids. These binders will be given to the Owner and Architect.



Change Requests

Teinert strongly believes that one of the keys to being an effective Construction Manager is properly tracking cost contingencies. Teinert will track the Contingency Balance through a Contingency Log. We will track any fund balances in real time. Change Request pricing will include detailed back-up from all subcontractors and vendors to whom the change in scope applies. The Project Manager will be able to provide status of any contingency items at any given time the Owner should request, and a copy of the Contingency Log will be included with each monthly application for payment. The Contingency Log is also reviewed at every progress meeting. Teinert believes that 100% of any unused contingency funds and other cost savings should be returned to the Owner.



Q18 Detail
Issued 1/1/2013

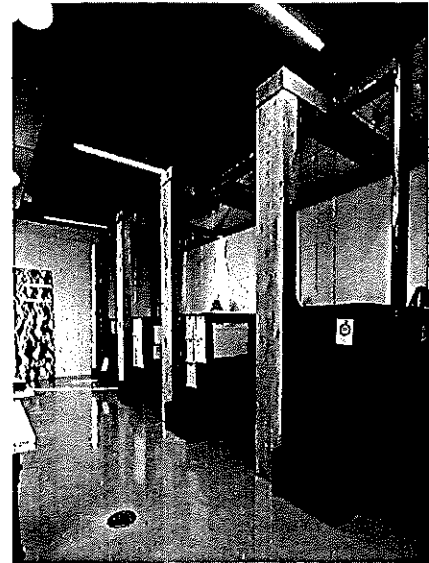
ALL CHANGE LOG As of 1/1/2013

No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	DATE	STATUS	REMARKS
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002	Architect's Office	Hour	100	\$100.00	\$10,000.00	1/1/13	Open	
003	Architect's Office	Hour	100	\$100.00	\$10,000.00	1/1/13	Open	
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052	Architect's Office	Hour	100	\$100.00	\$10,000.00	1/1/13	Open	
053	Architect's Office	Hour	100	\$100.00	\$10,000.00	1/1/13	Open	
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078	Architect's Office	Hour	100	\$100.00	\$10,000.00	1/1/13	Open	
079	Architect's Office	Hour	100	\$100.00	\$10,000.00	1/1/13	Open	
080	Architect's Office	Hour	100	\$100.00	\$10,000.00	1/1/13	Open	
081	Architect's Office	Hour	100	\$100.00	\$10,000.00	1/1/13	Open	
082	Architect's Office	Hour	100	\$100.00	\$10,000.00	1/1/13	Open	
083	Architect's Office	Hour	100	\$100.00	\$10,000.00	1/1/13	Open	
084	Architect's Office	Hour	100	\$100.00	\$10,000.00	1/1/13	Open	
085	Architect's Office	Hour	100	\$100.00	\$10,000.00	1/1/13	Open	
086	Architect's Office	Hour	100	\$100.00	\$10,000.00	1/1/13	Open	
087	Architect's Office	Hour	100	\$100.00	\$10,000.00	1/1/13	Open	
088	Architect's Office	Hour	100	\$100.00	\$10,000.00	1/1/13	Open	
089	Architect's Office	Hour	100	\$100.00	\$10,000.00	1/1/13	Open	
090	Architect's Office	Hour	100	\$100.00	\$10,000.00	1/1/13	Open	
091	Architect's Office	Hour	100	\$100.00	\$10,000.00	1/1/13	Open	
092	Architect's Office	Hour	100	\$100.00	\$10,000.00	1/1/13	Open	
093	Architect's Office	Hour	100	\$100.00	\$10,000.00	1/1/13	Open	
094	Architect's Office	Hour	100	\$100.00	\$10,000.00	1/1/13	Open	
095	Architect's Office	Hour	100	\$100.00	\$10,000.00	1/1/13	Open	
096	Architect's Office	Hour	100	\$100.00	\$10,000.00	1/1/13	Open	
097	Architect's Office	Hour	100	\$100.00	\$10,000.00	1/1/13	Open	
098	Architect's Office	Hour	100	\$100.00	\$10,000.00	1/1/13	Open	
099	Architect's Office	Hour	100	\$100.00	\$10,000.00	1/1/13	Open	
100	Architect's Office	Hour	100	\$100.00	\$10,000.00	1/1/13	Open	

Tracking Contingencies & Allowances

Another key to proper accounting of CM at-Risk contracts is properly tracking the balances of contingencies and allowances. Teinert prefers to keep a single-source change log to track all expenditures from contingencies and allowances. This log will be the epicenter for all costs that go from uncommitted to committed during construction.

The change log will clearly list the status of any proposed expenditures, the date the proposed expenditure came about, the source of the proposed expenditure (i.e. Owner, field condition, RFI, etc.), the amount of the official Proposed Change Order (PCO), its approval status, and the funding source that will be used to fund the PCO. This log will be reviewed at all weekly project meetings and included as backup documentation for the pay application. Again, Teinert believes that transparency is paramount in demonstrating proper stewardship of funds.



Applications For Payment

Teinert believes the key to making the pay application process a success on CM at-Risk contracts lies in two elements: SIMPLICITY, and TRANSPARENCY. If we are entrusted to be the Construction Manager, we want to demonstrate that we are being good stewards of your funds.

Format

Teinert believes that the format of our pay application should be simple. We will properly assemble an AIA G702 Application for Payment and AIA G703 Continuation sheet as required by the contract. We then endeavor to make our continuation sheet simple and clear. We identify all costs by their category (General Conditions, Insurance, Bonds, Uncommitted Costs, and Committed costs).

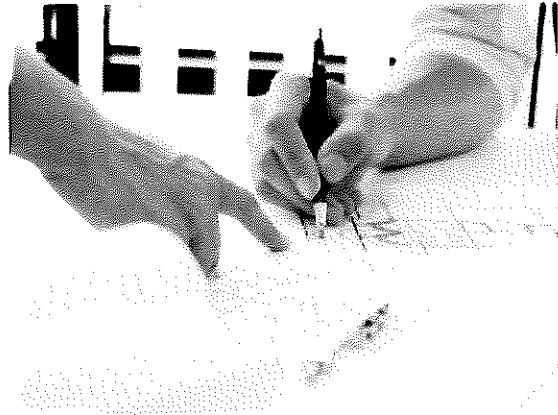
Our preference is to have only one line item per Subcontract or Purchase Order that directly corresponds to said Subcontract or P.O.. We then provide the actual Subcontractor or Vendor's invoice along with ours as back-up and additional breakdown of costs. In fact, Teinert typically provides invoice back-up with each application for payment for all cost-of-work items as defined by Section 5 of the proposed AIA 133 CM@R Agreement. We want our pay applications to essentially be a clear and simple summary of the monthly billing, but we include complete back-up so that any questions the approver may have should be able to be answered by reviewing the attached documents. This helps ensure that

1. The application is easy to understand at a macro and micro level.
2. There is no over or under-billing with relation to subs and suppliers.
3. Teinert is properly accounting for the construction funds, so that the Owner truly gets 100% returned on unused funds.

Quality Assurance Methods

The Teinert Quality Control Director, Zach Allen, will provide independent monitoring of Quality on all Teinert projects. It is said that "Zach doesn't work for Teinert, he works for the plans and specifications." While he will provide management and high-level monitoring of Quality, all Teinert Superintendents are responsible for ensuring quality control at the primary level. It is part of their day-to-day job duties, and they use two primary tools in this endeavor:

- Trade Contractor Preparatory Meetings
- Deficiency Reports



Trade Contractor Preparatory Meetings

Before any subcontractors begin work on site, the Superintendent and Project Manager will hold a preparatory meeting. The purpose of this meeting is to review the subcontractor's scope of work and all associated requirements that the contract documents hold for that scope of work. A representative of the subcontractor responsible for the project will sign the meeting agenda verifying that they understand said requirements.

Deficiency Reports

Whenever the Superintendent observes work in the field that is not in conformance with the contract documents or Teinert's standard of quality, he will issue a deficiency report (also enclosed in this section of the RFP). This report specifically points out work that does not meet the requirements of the contract documents while specifically pointing to the specification or drawing that gives said requirements. While the Superintendent typically issues a deficiency report, any supervisory personnel within the Teinert organization can issue one if necessary. Copies of all deficiency reports are given to the managing Vice President and the QA & Safety Coordinator. The subcontractor will be given a deadline to remediate the non-confirming work. If the deadline is not met, the subcontractor may be party to withholding payment, supplementation (at the subcontractor's expense), or any other remedies available within Teinert's subcontract agreement to bring the work into conformance.

30-day Close-out Plan

The final piece of Teinert's Quality Control Plan is close-out. A copy of Teinert's comprehensive 30-day close-out plan can be provided upon request. It is our goal to have all final documentation, as-builts, warranties, O&M manuals, training videos, commissioning reports, etc. Complete and turned in to the project team no later than 30 days after substantial completion.

Teinert's Approach To Addressing Any Warranty Request's Including Process Used To Determine Work Is Completed In A Timely Manner.:



Our
Warranty
EXCEEDS
Industry
Standards

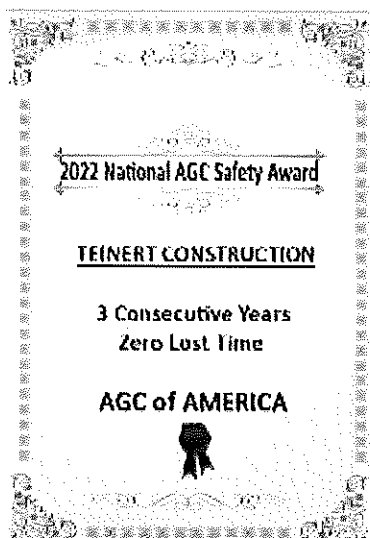
★ ★ ★

We then keep a warranty log of all items that are reported as warranty items, the date they were reported, the date they were resolved, and any special notes. This helps us assure items are resolved in a timely manner, and it helps us track “repeat issues” that may be the manifestation of a bigger or separate issue.

Teinert does not believe in a one-year warranty. If you have an issue down the line that is a true warranty item, we will take care of it. Roof systems are typically specified to have an NDL Warranty of 15+ years, and we go to work for our clients on equipment warranty issues such as compressors, etc.

WARRANTY LDO
 PRINCE OF WALES LEAD PAPERWORK
 Subsequent Comparison 10-20-15

[illegible]



Safety

We work with a third party safety company to help maintain our "Culture of Safety" that we work to promote in everything we do in the field. Whether it is in-the-field inspections or crew training, they have offered a complete range of professional on-site safety services for a combined 70+ years. The company is considered a trusted source for safety training, consultation, and equipment.

We require that all Supervisory Personnel obtain their OSHA 10-hour card. Teinert has also implemented a comprehensive safety and health plan that exceeds OSHA standards.

Safety Philosophy

- That a safe place of work, safe equipment, and proper equipment are provided.
- Provide a safe and accident free work environment on our projects for workers, pedestrians and the traveling public.
- A formal documented inspection of all job sites is performed regularly.
- That supervision and training are given to all staff members.
- That all employees and other persons entering the work site understand and accept their responsibility to promote a safe and healthy place of work.
- Health and Safety Management on site will be the responsibility of the contract Project Manager or other senior staff members assigned to the project.
- All incidents or accidents are reported directly to the jobsite supervisor who then informs Management.
- Management will encourage early return to work of any injured employee by assisting with rehabilitation and / or temporary change of duties as applicable.
- There is a management commitment to continuous improvement in all health and safety matters.

EXPERIENCE MODIFICATION RATIO (EMR)

- 2025 .66
- 2024 .70
- 2023 .72
- 2022 .97
- 2021 .97
- 2020 .88

Subcontractor, Supplier, Vendor Relationships

Teinert has offices in Lubbock, Midland, Abilene and Fort Worth, TX. While local subcontractors will likely provide the best pricing for much of the project, regional and even nationwide pricing will also be important. Furthermore, Teinert has worked all over West, North, and Central Texas. Not only can we leverage our relationships with local subcontractors, but we can leverage relationships with subcontractors from other areas to ensure that our client is getting their best value.



We have a regional database of trade partners that covers the entire southwestern United States.

When searching for trade partners we'll make sure you're covered both locally and regionally. Attracting quality subcontractors is standard practice for Teinert. We would rival our subcontractor relationships against anyone.

Through the use of Building Connected and PlanHub, we have reach that goes to the entire region with only a few clicks of a button. However, we still do things the old fashioned way as well.

We never underestimate the value of picking up the telephone and calling our most trusted subcontractors to talk about our project. We do this more consistently than our competitors, and the results speak for themselves.



Teinert uses a variety of software to manage our projects:



- Sage Contractor 100 for Accounting and Contract Changes



- Raken for daily reports, documentation and punch lists



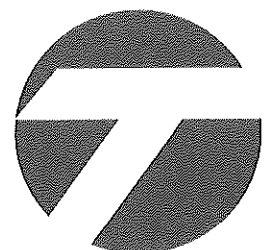
- Bluebeam Revu for contract document updating (document as-builts as we go)



- OUTBUILD for Scheduling
- OUTBUILD for our documented 3-week lookahead from pull planning meetings

We use our own proprietary logs and spreadsheets for tracking contingencies, RFI's and submittals. We have found that this is our most nimble way to adapt to our clients' needs, and it eliminates "double entry" when we are requested to use a clients' software.

We often create an online project file on dropbox to allow access to these documents. Also, our clients can follow daily reporting, photos, etc. on our Raken app.



Motion by Commissioner Wisdom, second by Commissioner carter, 4 votes yes, 0 votes no, that Commissioners Court approved the Continuation Certificate for Elsa C Cavazos, Jailer Hockley County Sheriff's office, the Official Bond and Oath for Melissa Lynn land Hodge, Deputy Tax Collector, Hockley County Tax Assessor/Collectors Office and the Official Bond and oath for Angela Nicole Campos, Deputy Clerk, Hockley County Tax Assessor/Collectors Office. As per Bonds recorded below.

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Hockley

} ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 73750337

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

Dated this 5th day of September, 2025.

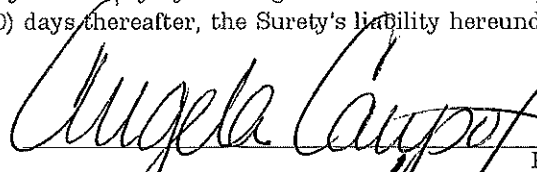
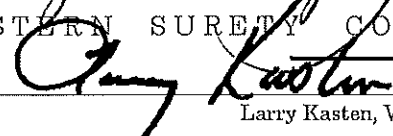
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 20th day of August, 2025, duly Appointed (Elected—Appointed) to the office of Deputy Clerk in and for 3 Hockley County, State of Texas, for a term of Indefinite ~~year~~ commencing on the 20th day of August, 2025.

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

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

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

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


Principal
WESTERN SURETY COMPANY
By 
Larry Kasten, Vice President

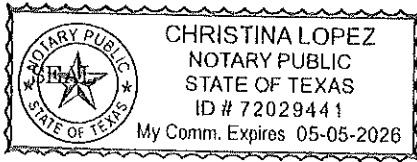
ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Hockley } ss

Before me, Christina Lopez on this day, personally appeared Angela Nicole Lopez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Cleveland, Texas, this 1st day of September, 2025.



Christina Lopez
Hockley County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

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

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____,

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

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

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____,

SEAL

_____ County, Texas

THE STATE OF TEXAS

County of Hockley } ss

The foregoing bond of Angela Nicole Campos as
Deputy Clerk in and for Hockley County Tax Office County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST:

Jennifer Palermo Clerk
County Court Hockley County

Date 9-15, 2025
Sharla Baldrige County Judge,
Hockley County, Texas

THE STATE OF TEXAS

County of Hockley } ss

I, Jennifer Palermo, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the 15th day of September, 2025, with its certificates of
authentication, was filed for record in my office the 15th day of September, 2025, at
9:00 o'clock A. M., and duly recorded the 15th day of September, 2025, at
9:00 o'clock A. M., in the Records of Official Bonds of said County in Volume _____, on page
_____.

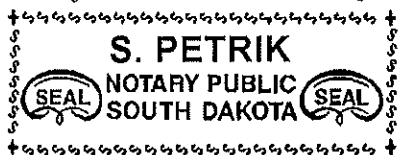
WITNESS my hand and the seal of the County Court of said County, at office in Lewinham,
Texas, the day and year last above written.

By Tammy Doolen Deputy
County Court Hockley County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA } ss
County of Minnehaha

Before me, a Notary Public, in and for said County and State on this 5th day of September,
2025, personally appeared Larry Kasten to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



My Commission Expires August 11, 2028

S. Petrik
Notary Public

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

One Deputy Clerk Hockley County Tax Office

bond with bond number 73750337

for Angela Nicole Campos

as Principal in the penalty amount not to exceed: \$ 10,000.00.

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

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

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

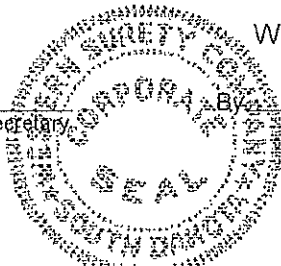
"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 5th day of September,
2025.

ATTEST

L. Bauder

L. Bauder, Assistant Secretary



WESTERN SURETY COMPANY

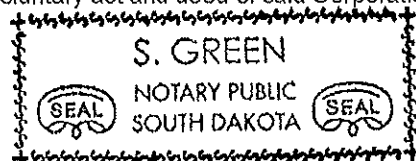
Larry Kasten

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 5th day of September, 2025, before me, a Notary Public, personally appeared
Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



S. Green

Notary Public

My Commission Expires February 12, 2027

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Hockley } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 71963442

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

Dated this 2nd day of September, 2025.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on
the _____ day of _____, _____, duly Appointed
(Elected—Appointed)
to the office of Deputy Tax Collector in and for Hockley County, State of Texas, for
a term of one year commencing on the 28th day of August, 2025.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of
him by law as the aforesaid officer, ~~and shall~~ ⁴

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

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

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

Melissa Lynn Land Hodge Principal
WESTERN SURETY COMPANY
By Larry Kasten
Larry Kasten, Vice President

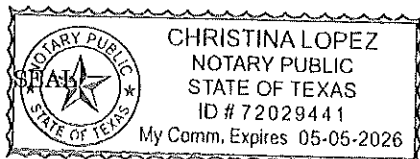
ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Haskell } ss

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

Given under my hand and seal of office at Cleveland, Texas, this 9th day of September, 2025.



Christina Lopez
Haskell County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

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

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____,

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

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

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____,

SEAL

_____ County, Texas

THE STATE OF TEXAS

County of Hockley } ss

The foregoing bond of Melissa Lynn Land Hedge as
Deputy Tax Collector in and for _____ County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST:

Jennifer Palermo Clerk
County Court Hockley County

Date 9-15, 2025
Sharla Baldrige County Judge,
Hockley County, Texas

THE STATE OF TEXAS

County of Hockley } ss

I, Jennifer Palermo County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the 15th day of September, 2025, with its certificates of
authentication, was filed for record in my office the 15th day of September, 2025, at
9:00 o'clock A. M., and duly recorded the 15th day of September, 2025, at
9:00 o'clock A. M., in the Records of Official Bonds of said County in Volume _____, on page
_____.

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

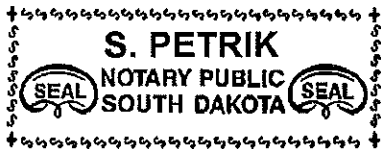
By Tammy Doshier Deputy
County Court _____ County

Jennifer Palermo Clerk
County Court Hockley County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA } ss
County of Minnehaha

Before me, a Notary Public, in and for said County and State on this 2nd day of September,
2025, personally appeared Larry Kasten to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



My Commission Expires August 11, 2028

S. Petrik
Notary Public

Figure: 28 TAC § 1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Western Surety Company, Surety Bonding Company of America or Universal Surety of America

To get information or file a complaint with your insurance company or HMO:

Call: Customer Service at 1-605-336-0850

Toll-free: 1-800-331-6053

Email: uwservices@onasurety.com

Mail: P.O. Box 5077, Sioux Falls, SD 57117-5077

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamacion o con su prima de seguro, llame primero a su compania de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en ingles) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, tambien debe presentar una queja a traves del proceso de quejas o de apelaciones de su compania de seguros o HMO. Si no lo hace, podria perder su derecho para apelar.

Western Surety Company, Surety Bonding Company of America or Universal Surety of America

Para obtener informacion o para presentar una queja ante su compania de seguros o HMO:

Llame a: Servicio al Cliente al 1-605-336-0850

Telefono gratuito: 1-800-331-6053

Correo electronico: uwservices@onasurety.com

Direccion postal: P.O. Box 5077, Sioux Falls, SD 57117-5077

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electronico: ConsumerProtection@tdi.texas.gov

Direccion postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

One Deputy Tax Collector Hockley County Tax Assessor

bond with bond number 71963442

for Melissa Lynn Land Hodge

as Principal in the penalty amount not to exceed: \$ 10,000.00.

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

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

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 2nd day of September, 2025.

ATTEST

L. Bauder

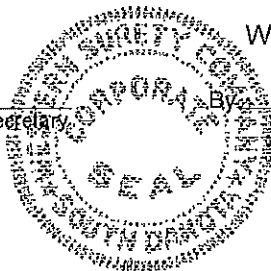
L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

Larry Kasten

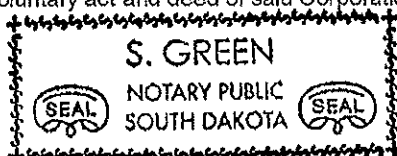
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 2nd day of September, 2025, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



S. Green

Notary Public

My Commission Expires February 12, 2027

To validate bond authenticity, go to www.enasurety.com > Owner/Obligee Services > Validate Bond Coverage.





Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 65614751 briefly described as JAILER COUNTY OF HOCKLEY COUNTY JUDGE
for ELSA C. CAVAZOS
_____, as Principal,
in the sum of \$ FIVE THOUSAND AND NO/100 Dollars, for the term beginning August 30, 2025, and ending August 30, 2027, subject to all the covenants and conditions of the original bond referred to above.

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

Dated this 15th day of July, 2025.



WESTERN SURETY COMPANY

By Larry Kasten
Larry Kasten, Vice President

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

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

One JAILER COUNTY OF HOCKLEY COUNTY JUDGE

bond with bond number 65614751

for ELSA C. CAVAZOS

as Principal in the penalty amount not to exceed: \$5,000.00

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

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

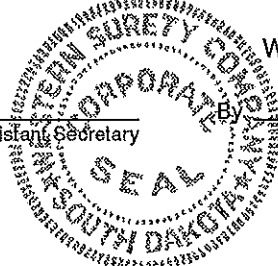
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"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Larry Kasten with the corporate seal affixed this 15th day of July, 2025.

ATTEST

L. Bauder
L. Bauder, Assistant Secretary



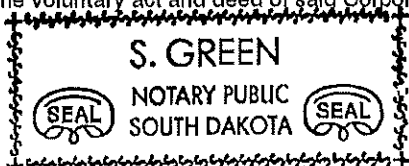
WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 15th day of July, 2025, before me, a Notary Public, personally appeared
Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



S. Green
Notary Public

My Commission Expires February 12, 2027

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



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

The foregoing Minutes of a Commissioner's Court meeting held on the 15th
day of September, A. D. 2025, was examined by me and approved.

Alan Wisdom
Commissioner, Precinct No. 1

[Signature]
Commissioner, Precinct No. 3

[Signature]
Commissioner, Precinct No. 2

[Signature]
Commissioner, Precinct No. 4

Sharla Baldrige
County Judge

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

