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

Notice is hereby given that a Special meeting of the above named Commissioners' Court will be held on the 22<sup>ND</sup> day of August, 2016 at 10:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

- 1. Read for approval the minutes of a Regular Meeting of the Commissioners' Court held Monday, August 1, 2016.
- 2. Read for approval all monthly bills and claims submitted to the court and dated through August 22, 2016.
- 3. Consider and take necessary action to approve the Treasurer's report.
- 4. Consider and take necessary action to approve the Official Bond and Oath of Martha Gongora and Anna M. Garza.
- <sup>1</sup>5. Consider and take necessary action to approve the ad valorem tax refunds.
- 6. Consider and take necessary action to approve the proposed Fiscal Year 2016-2017 Airport Fund budget.
- 7. Consider and take necessary action to approve the resale bids for 6430 US Hwy. 84, Anton, Texas; 1404 W. Adams, Levelland, Texas; and 6811 Maine Rd., Anton, Texas.
- 8. Consider and take necessary action to approve the annual Public Notice for Indigent Health Care.
- 9. Consider and take necessary action to approve the 2017 County Holidays.
- 10. Consider and take necessary action to approve the R-13 Service Renewal Notice for Hockley County VINE \* Service.
- 11. Consider and take necessary action to approve the SAVNS Maintenance Grant Contract between the Office of the Attorney General and Hockley County.
- 12. Consider and take necessary action to approve the purchase through the Buy Board of one 2014 Caterpillar Model 924K wheel loader for use in Precinct 1.
- 13. Consider and take necessary action to approve moving the polling location for Precinct 11 from Cactus Academic Center at 500 Cactus Dr., Levelland, Texas to Ridgecrest Missionary Baptist Church at 801 S. Alamo Road, Levelland, Texas; and moving the polling location for Precinct 32 from the Hockley County Courthouse at 802 Houston St., Levelland, Texas to the Hockley County Tax Office at 624 Ave. H, Levelland, Texas.
- 14. Consider and take necessary action to approve the Hockley County Democrat Election Alternate Judges for 2016.

COMMISSIONERS' COURT	LOE HOC	KLEY (	COUNTY	, TEXAS	FILED FOR RECCHD ATO'CLOCKM.
BY: Hockley County Judge					AUG 1 8 2016
	VOL.	64	PAGE	001	County Clerk, Hockley County, Tensor

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 18<sup>TH</sup> day of August, 2016, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 18<sup>TH</sup> day of August, 2016.

Irene Gumula, 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 HOCKLEY COUNTY, TEXAS

#### SPECIAL MEETING AUGUST 22, 2016

Be it remembered that on this the 22<sup>nd</sup> day of August A.D. 2016, there came on to be held a Special meeting of the Commissioners' Court, and the Court having convened in Special session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Larry Sprowls
Curtis D. Thrash
Commissioner Precinct No. 1
I arry Carter
Commissioner Precinct No. 2
J. L. "Whitey" Barnett(ABSENT)
Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger
Commissioner Precinct No. 4

Irene Gumula, County Clerk, and Ex-Officio Clerk of Commissioners' Court when the following proceedings were bad, to-wit:

Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that the Minutes of Regular meeting of the Commissioners' Court, held on August 1, 2016, A. D., be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through August 22, A. D. 2016, be approved and stand as read.

Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the Treasurer's 2<sup>ND</sup> Qtr. 2016 Financial Report, as per Report recorded below.

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Motion by Commissioner Barnett, seconded by Commissioner Thrash,

#### TREASURER'S 2nd Qtr. 2016 FINANCIAL REPORT

THE STATE OF TEXAS COUNTY OF HOCKLEY AFFIDAVIT

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

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

The affidavit must state the amount of the cash and other assets that are in the custody of the county treasurer at the time of The examination. {LGC 114.026 {d}} Months' Ending Balance

Any interest earned that is posted by financial institutions to our accounts on the last business day of the month is included In the combined statement of receipts and disbursements.

\$37,506.22 Months' Interest Earned

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

All investments are in compliance with both the Public Eunds Tivestment Act and the Hockley County Investment Policy.

The investment strategy is passive, which maintains a liquid cash flow and safety of the investment as priority. {LGC 2256.023}

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

Filed with accompanying vouthers າວານ Treasurer klev Commissioners' Court having reviewed the freasurer's Report as presented having taken reasonable steps to ensure its accuracy and based upon presentations of the freasurer's Office approve the report, subject to the independent auditor's Review and request that it be filed with the official minutes of this meeting. (LGC 114.026(c)) In addition, the below sign ferenced.  $\{LG \theta 114.026(d)\}$ asurer's Réport complie Barnette, Audit or, Hockley County / Date Sprowls, County Judge Larry Curtis Thrash, Comm. Pct. #1 Comm. Pct absent Whitey Barnett, Comm. Pct. #3 Tommy Clevenger, Con Sworn to & Subscribed to Before Me, by the County Treasurer, the Auditor & Commissioners Court on this 22 nd day of august 2016.

Irene Gumula, County Clerk

Service Control

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

#### SECTION 1 - Cash Flow

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

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

Page 11 Certificates of Deposit

#### SECTION 2 - Investments Long Term

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

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

Investments – Funds are not immediately available & must wait white maturity

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Professional Control of the Control

#3501 was 1000

March 1980 Comment

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Programme Control

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24,611,383.16 10,008,743.18 12,489,769.15- 22,130,357.19 CASH CASH RECEIPTS DISBURSEMENTS ENDING CASH BALANCE

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TO JUNE

GEL103 PAGE 4

2016 098 CLEARING FUND CASH FUND TOTALS	2016 096 CA/DA PRE-TRIAL DIVERSION FUND CASH FUND TOTALS	2016 095 D A RESTITUTION FUND CASH/ASB FUND TOTALS	2016 094 COUNTY ATTORNEY RESTITUTION CASH/ASB FUND TOTALS	2016 093 HOCKLEY COUNTY MEDICAL FUND CASH/ASB FUND TOTALS	2016 092 HOCKLEY COUNTY COMMUNITY SUPER CASH/ASB FUND TOTALS	2016 091 JUVENILE PROBATION RESTITUTION CASH FUND TOTALS	2016 090 JUVENILE PROBATION FUND CASH/AIM ACCOUNTS RECEIVABLE FUND TOTALS	2016 089 SEIZURE PROCEEDS FUND CASH/ASB FUND TOTALS	2016 088 PAYROLL CLEARING ACCOUNT CASH/ASB FUND TOTALS	2016 087 HC JUVENILE PROBATION FEES CASH/AIM FUND TOTALS	2016 085 HOCKLEY CO GRANTS FUND CASH FUND TOTALS	2016 084 SHERIFF WORK RELEASE PROGRAM CASH FUND TOTALS	2016 083 CA THEFT OF SERVICE CASH FUND TOTALS	ACCOUNT NAME
.07	93,903.91 93,903.91	4,407.26 4,407.26	18,910.99 18,910.99	6,719.82 6,719.82	68,357.25 68,357.25	11,054.90 11,054.90	63,189.56 97.75- 63,091.81	34,050.07	145,747.09 145,747.09	13,864.49 13,864.49	44,530.09 44,530.09	1,872.50 1,872.50	4,674.54 4,674.54	BEGINNING CASH BALANCE
3,707,292.81 3,707,292.81	5,036.03 5,036.03	230.75 230.75	1,076.85 1,076.85	28.17 28.17	98,950.28 98,950.28	1,264.31 1,264.31	35,659.42 .00 35,659.42	943.09 943.09	1,158,412.91 1,158,412.91	392.66 392.66	264,102.54 264,102.54	2.35 2.35	1,864.35 1,864.35	CASH RECEIPTS
3,707,292.81- 3,707,292.81-	.00	. 00	389.00- 389.00-	328.36- 328.36-	94,906.13- 94,906.13-	.00	34,178.78- .00 34,178.78-	.00	1,302,612.83- 1,302,612.83-	.00	297,790.78- 297,790.78-	.00	1,871.78- 1,871.78-	CASH DISBURSEMENTS
. 07	98, 939.94 98, 939.94	4,638.01 4,638.01	19,598.84 19,598.84	6,419.63 6,419.63	72,401.40 72,401.40	12,319.21 12,319.21	64,670.20 97.75- 64,572.45	34, 993, 16 34, 993, 16	1,547.17 1,547.17	14, 257.15 14, 257.15	10,841.85 10,841.85	1,874.85 1,874.85	4,667.11	ENDING CASH BALANCE

2016 082 DA FORFEITURE FUND CASH FUND TOTALS	2016 081 DA TRUST ACCOUNT CASH/AIM FUND TOTALS	2016 080 FM & LR FUND CASH/AIM FUND TOTALS	2016 079 DA FEDERAL FORFEITED FUNDS CASH FUND TOTALS	2016 072 MALLET OPERATING FUND CASH/AIM FUND TOTALS	2016 071 HOCKLEY CO ROAD BOND FUND CASH/AIM TDOA/ASB FUND TOTALS	2016 070 PERMANENT IMPROVEMENT FUND CASH/ASB FUND TOTALS	2016 065 MPEC INTEREST & SINKING FUND CASH BUSINESS ELITE SAVINGS ACCT TDOA - INVESTMENT BALANCE FUND TOTALS	2016 060 I&S FUND: '88 HOSPITAL BOND CASH/ASB TODA - CD BALANCE FUND TOTALS	2016 057 SO TRAINING DONATIONS FUND CASH/ASB FUND TOTALS	2016 056 SHERIFF FEE ACCOUNT CASH FUND TOTALS	2016 055 JUSTICE OF PEACE #5 CASH FUND TOTALS	2016 054 JUSTICE OF PEACE #4 CASH FUND TOTALS	ACCOUNT NAME FUND TOTALS
17,060.44 17,060.44	13,975.27 13,975.27	4,510.83 4,510.83	43,198.91 43,198.91	258,840.35 258,840.35	21,301.59 .00 21,301.59	800,196.06 800,196.06	304,666.89 304,666.89 304,666.89	37,692.35 .00 37,692.35	2,016.10 2,016.10	1.50	25,972.46 25,972.46	472.05 472.05	BEGINNING CASH BALANCE 1,947.06
21.53 21.53	22,470.38 22,470.38	5.68 5.68	53.75 53.75	109,750.17 109,750.17	26.95 .00 26.95	1,534.63 1,534.63	22,643.54 .00 22,643.54	47.53 37,709.38 37,756.91	1,503.88 1,503.88	.00	64,116.93 64,116.93	2,083.46 2,083.46	RECEIPTS 2,225.40
73.63- 73.63-	22,470.38- 22,470.38-	.00	207.72-	213,497.81- 213,497.81-	.00	419,582.89- 419,582.89-	99,700.00- .00 .00 99,700.00-	37,709.38- .00 37,709.38-	1,350.00- 1,350.00-	.00	78,605.41- 78,605.41-	1,953.66- 1,953.66-	CASH DISBURSEMENTS 2,656.60-
17,008.34 17,008.34	13,975.27	4,516.51 4,516.51	43,044.94 43,044.94	155,092.71 155,092.71	21,328.54 .00 21,328.54	382,147.80 382,147.80	227,610.43 -00 227,610.43	30.50 37,709.38 37,739.88	2,169.98 2,169.98	1.50	11,483.98 11,483.98	601.85	CASH BALANCE 1,515.86

2016 052 JUSTICE OF PEACE #2 CASH	2016 051 JUSTICE OF PEACE #1 CASH FUND TOTALS	2016 048 COUNTY CLERK CASH FUND TOTALS	2016 047 JP5 CASH BOND ACCOUNT CASH FUND TOTALS	2016 046 COUNTY CLERK CASH BOND ACCT CASH FUND TOTALS	2016 045 SHERIFF CASH BOND ACCOUNT CASH FUND TOTALS	2016 044 JUSTICE COURT TECHNOLOGY FUND CASH FUND TOTALS	2016 043 COURTHOUSE SECURITY FUND CASH/AIM FUND TOTALS	2016 042 R&B EXTRA FEE ACCOUNT CASH/ASB FUND TOTALS	2016 041 RECORDS MANAGEMENT OFFICER CASH/AIM FUND TOTALS	2016 040 COUNTY CLERK PRESERVATION FUND CASH/AIM TDOA - CD BALANCE - ASB FUND TOTALS	2016 039 DISTRICT CLERK PRESERVATION CASH/AIM FUND TOTALS	2016 035 LIBRARY FUND CASH/AIM FUND TOTALS	2016 030 LAW LIBRARY FUND CASH/AIM FUND TOTALS	ACCOUNT NAME AUDIT CASH ON HAND FUND TOTALS
1,947.06	7, 548.70 7, 548.70	39,039.54 39,039.54	7, 334.71 7, 334.71	61,535.02 61,535.02	72,910.42 72,910.42	52,710.65 52,710.65	24, 462.15 24, 462.15	325, 734. 21 325, 734. 21	13,014.39	93,671.94 .00 93,671.94	22,829.53 22,829.53	187,489.21	23,944.82 23,944.82	BEGINNING CASH BALANCE .00 35,151.42
2,225.40	7,545.15 7,545.15	92,551.52 92,551.52	.00	.00	6,000.00	2,716.90 2,716.90	3,340.44	61,526,18 61,526,18	1,798.83 1,798.83	11,185.95 .00 11,185.95	359.99 359.99	1, 233.35 1, 233.35	770.19 770.19	CASH RECEIPTS .00 27,513.42
2,656.60-	13,389.40- 13,389.40-	101,649.71-	. 00	1,000.00-	2,500.00- 2,500.00-	2,513.82- 2,513.82-	5,343.60- 5,343.60-	303,850.00- 303,850.00-	1,220.87-	320.00- .00 320.00-	5,409.44- 5,409.44-	46,745.92- 46,745.92-	1,094.12-	CASH DISBURSEMENTS .00 15,924.35-
1,515.86	1,804.45 1,804.45	29, 941.35 29, 941.35	7,334.71 7,334.71	60,535.02 60,535.02	76,410.42 76,410.42	52,913.73 52,913.73	22,458.99 22,458.99	83,410,39 83,410,39	13,592.35	104,537.89 .00 104,537.89	17,780.08 17,780.08	141,976.64 141,976.64	23,620.89 23,620.89	ENDING CASH BALANCE .00 46,740.49

2016 025 ROAD & BRIDGE #5 CASH/AIM	2016 024 ROAD & ERIDGE #4  CASH/ASB  CASH/LATRD4  FUND TOTALS	2016 023 ROAD & BRIDGE #3  CASH/ASB  CASH/LATRD3  FUND TOTALS	2016 022 ROAD & BRIDGE #2 CASH/AIM CASH/LATRD2/AIM FUND TOTALS	2016 021 ROAD & BRIDGE #1  CASH/AIM  CASH/LAT1 AIM  FUND TOTALS	2016 017 JURY FUND CASH/AIM AUDIT CASH ON HAND FUND TOTALS	2016 016 HOCKLEY COUNTY: LEOSE FUND CASH/AIM FUND TOTALS	2016 014 INDIGENT HEALTH CARE FUND CASH/AIM FUND TOTALS	2016 013 AUTO REGISTRATION FUND CASH/AIM FUND TOTALS	2016 012 OFFICERS SALARY FUND CASH/AIM AUDIT CASH ON HAND FUND TOTALS	2016 011 AD VALOREM TAX ACCOUNT CASH/AIM CASH/TO AD VAL EXCESS CASH/BE SAVINGS TDOA - CD/PLAT FUND TOTALS	2016 010 GENERAL FUND CASH/AIM AUDIT CASH ON HAND TDOA/CD/ASB FUND TOTALS	ACCOUNT NAME
35,151.42	66, 303.74 28, 434.09 94, 737.83	473,609.99 43,887.49 517,497.48	341,992.00 90,800.55 432,792.55	184,658.21 29,332.79 213,991.00	153, 207. 65 .00 153, 207. 65	27,400.72 27,400.72	46,500.37 46,500.37	367, 034.59 367, 034.59	1,688,614.63 .00 1,688,614.63	88,766.26 5,452,178.70 0,00 8,047,139.62 13,588,084.58	4,471,008.40 .00 .00 4,471,008.40	BEGINNING CASH BALANCE
27,513.42	561,322.15 .00 561,322.15	591,590.44 .00 591,590.44	523,467.28 .00 523,467.28	519,641.69 .00 519,641.69	7,582.42 .00 7,582.42	32.02 32.02	100,028.05	111,644.46	137,004.17 .00 137,004.17	1,100,110.70 162,700.42 .00 18,187.27 .00 1,280,998.39	419,440.46 .00 .00 419,440.46	CASH RECEIPTS
15,924.35-	236,175.70- .00 236,175.70-	373,764.76- .00 373,764.76-	267,343.86- .00 267,343.86-	130,247.89- .00 130,247.89-	77,415.34- .00 77,415.34-	3,085.00-	57,371.91- 57,371.91-	412,183.87- 412,183.87-	1,070,758.66- 00 1,070,758.66-	1,100,000.00- 1,100,000.00- .00 .00 2,200,000.00-	843,282.98- .00 .00 .00 .00	CASH DISBURSEMENTS
46,740-49	391,450.19 - 28,434.09 419,884.28	691,435.67 43,887.49 735,323.16	598,115.42 90,800.55 688,915.97	574,052.01 29,332.79 603,384.80	83,374.73 .00 83,374.73	24,347.74 24,347.74	89,156.51 89,156.51	66,495.18 66,495.18	754,860.14 .00 754,860.14	88,876.96 4,514,879.12 00 8,065,326.89 12,669,082.97	4,047,165.88 .00 .00 4,047,165.88	ENDING CASH BALANCE



#### IRREVOCABLE STANDBY LETTER OF CREDIT

LETTER OF CREDIT NO.: 4317000011

EFFECTIVE DATE:

April 1, 2016

**EXPIRATION DATE:** 

May 27, 2016

BENEFICIARY:

ACCOUNT PARTY("MEMBER"):

Hockley County Denise Bohannon 802 Houston ST STE 104 Levelland, TX 79336 AimBank 337 Phelps Ave Littlefield, TX 79339

Federal Home Loan Bank of Dallas ("Bank") hereby offers its IRREVOCABLE STANDBY LETTER OF CREDIT ("Letter of Credit") in favor of the above-named Beneficiary for any sum or sums not exceeding in total U.S. \$6,000,000.00, the ("Credit Amount"), on the account of Member.

Subject to the terms and conditions herein, this Letter of Credit shall be honored by the presentment by Beneficiary of a payment request to Bank at 8500 Freeport Parkway South, Suite 600, Irving, TX 75063-2547, Attention: Member Services Department, on or before the Expiration Date noted above, in the form of Exhibit A (the "Draft") drawn under this Letter of Credit. If such payment request is received by Bank at or prior to 11:00 a.m. (Central Time) on a business day, and provided that the documents so presented conform to the terms and conditions hereof, payment shall be made to Beneficiary, or to its designee, of the amount specified, in immediately available funds, not later than 3:00 p.m. (Central Time) on the next succeeding business day. If such payment request is received by Bank after 11:00 a.m. (Central Time) on a business day, and provided that the documents so presented conform to the terms and conditions hereof, payment shall be made to Beneficiary, or to its designee, of the amount specified, in immediately available funds, not later than 3:00 p.m. (Central Time) on the second business day following receipt by the bank. As used herein "business day" shall mean any Monday, Tuesday, Wednesday, Thursday, or Friday on which the Bank is open for business.

The Draft presented for payment must be fully completed and be accompanied by this Letter of Credit.

Partial and multiple drawings are permitted hereunder, provided that drawings honored by the Bank hereunder shall not, in the aggregate, exceed the Credit Amount. The Credit Amount shall be reduced by any partial draws made under this Letter of Credit, and no portion of the Credit Amount is subject to reinstatement. A payment made by Bank pursuant to a Draft will be made from Bank's own immediately available funds, and not with any funds that belong to Member. Payments made under this Letter of Credit shall be made by wire transfer in accordance with the instructions specified by Beneficiary in the Draft.

This Letter of Credit is irrevocable and may not be transferred or assigned by Beneficiary, except with the express prior written consent of the bank. Further, this Letter of Credit is not issued and enforceable until the Effective Date, as set forth above. The Banks obligation under this Letter of Credit is its individual obligation and is in no way contingent upon reimbursement with respect thereto, or upon the Bank's ability to perfect any lien, security interest or any other reimbursement.

Except as otherwise expressly stated herein, this Letter of Credit and all matters incidental hereto shall be governed by and construed in accordance with the International Standby Practices ("ISP98"), International Chamber, of Commerce, Publication No. 590 and any revisions thereof, and as to matters not governed by the ISP98, shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to the choice of law principles included therein, the Uniform Commercial Code as adopted by the State of Texas and applicable laws of the United States of America.

Federal Home Loan Bank of Dallas

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## 4-30-2016

investment Portfolio Pledged Securities AIM BANK LITTLEFIELD, TX InTrader (piedged ) Law : 03/31/2016 As-of: 04/30/2016 2AIM 1018373

PLEDGED TO: hocks "HOCKLEY CO	YTHUC				
3128LLV86 FMLMC #2808	339 ARM	THE INDEPENDENT BANKERSBANK	2,000,000.00	04/26/2018	809,901.27
TIB 213001986		2.298 06/01/2042 305	773,644.44	01/30/2013	799,544.11
128MMSZ7 FHLMC GOLD	G18535	THE INDEPENDENT BANKERSBANK	4,800,000.00	04/29/2018	3,922,404.3
18 104040308		8.5 12/01/2029 305.	3,726,914.78	. 03/25/2015	3,941,028.2
138E4YC9 FNMA #AKO7	25	THE INDEPENDENT BANKERSBANK	2,222,500.00	04/26/2016	676,883.6
(B 164028308		3.5 02/01/2027 305	824,945.51	04/03/2013	872,994.6
138E4YC9" , " FNMA #AK07!	28	THE INDEPENDENT BANKERSBANK	3,250,000.00	04/26/2016	1,281,989;3
18 - 184028413	11 1 1 W	3.6 02/01/2027 305	1,206,332.01	01/30/2013	1,276,694.9
138EGSH8 FNMA MALOS		THE INDEPENDENT BANKERSBANK	2,600,000,00	04/25/2016	1,044,413.0
IB 184024507		4 03/01/2026 305	975,011.85	05/22/2012	1,041,680.30
138EJNE4 FNMA BALZ1	56 ARM'.	THE INDEPENDENT BANKERSBANK	2,900,000.00	04/26/2016	1,148,097.8
18 184027988		2.343 . 06/01/2042 305	1,090,323.90	01/30/2013	1,138,948.2
140EUEA3 FNMA POOL	WBC0128	THE INDEPENDENT BANKERSBANK	1,500,000.00	04/26/2016	1,523,265.2
18 163004104		3 12/01/2030 305	1,463,846.38	03/28/2016	1,526,271.0
1418AF78 : FNMA #MA 1D	89	THE INDEPENDENT BANKERSBANK	2,850,000.00	04/25/2016	1,840,865.7
IB 164027835		4 06/01/2032 305	1,424,022.42	01/30/2013	1,833,434.6
1416AH76 FNMA 6MA11	<b>53</b>	THE INDEPENDENT BANKERSBANK	4,000,000.00	04/28/2016	1,782,824.6
18 164029358		3 08/01/2022 305	1,670,918.60	01/30/2013	1,744,163.7
31416AU33 FNMA-BMA11	81	THE INDEPENDENT BANKERSBANK	4,980,000,00	04/28/2018	2,247,400.9
B 154029593		3 09/01/2022 306	2,140,478.29	01/30/2013	2,234,618.8
1418AKBO FNMA 6MA12	18	THE INDEPENDENT BANKERSBANK	3,950,000.00	04/28/2015	1,842,745.2
TIB 164029389		3 10/01/2022 305	1,785,183,11	01/30/2013	1,632,239.1
11418ATJ7 FNMA #MA14	62	THE INDEPENDENT BANKERSBANK	1,270,780.00	04/26/2016	637,949,5
TIB 219000476		3 05/01/2023 306	840,302.52	03/05/2014	668,578.9
114188081 FNMA#MA18	92	THE INDEPENDENT BANKERSBANK	6,300,000,00	D4/26/2016	3,852,229.0
RB 164038302		3 05/01/2024 305	3,531,380.67	01/05/2015	3,890,424.1
11419AY36 PNMA POQL	AE0729 .	THE INDEPENDENT BANKER GRANK	2,100,000.00	04/26/2016	617,755.6
TIP 184024028		4 .01/01/2026 305	798,121.91	05/22/2012	820,636.2

04/28/2018 Page 5 of 28 The information contained harein; while believed to be reliable, is not guaranteed.

For assistance please contact TIB investment Portfolio (656) 306-4842.



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## 5-31-2014

Investment Portfolio Pledged Securities AIM BANK LITTLEFIELD, TX

InTreder (pledged ) Leal: 04/30/2018 As-of: 05/31/2016 2AIM 1018373

Sec ID. Loc Yoket	Beautity Description Line 1: Becurity Description Line 2:		Original Face S & P	Priced	Book Value
PLEDGED TO: hocke	'HOCKLEY COUNTY				
3126LLV86	FHLMC #280839 ARM	THE INDEPENDENT BANKERSBANK	2,000,000.00	05/28/2018	774,408,50
TIB 213001985		2.3 08/01/2042 305	739,763,56	01/30/2013	788,909,90
3128MMSZ7	FHLMC GOLD G18535	THE INDEPENDENT BANKERSBANK	4,600,000.00	05/28/2016	3,861,076.7
TIB 184040305	• .	. 3.5 12/01/2029 305	3,872,754.70	03/25/2015	3,880,177.0
3138E4YC9	FNMA #AK0708	THE INDEPENDENT BANKERSBANK	2,222,500.00	05/29/2018	858,773,00
TIB 164026308		3.8 02/01/2027 305	808,195,41	04/03/2013	852,446.41
13AE4YCO	, FNMA #AK0708	THE INDEPENDENT BANKERSBANK	3,250,000,00	08/26/2018	1,262,665.6
FIB ** ::184028413		3.5 02/01/2027 305	1,178,913,42	01/30/2013	1,248,847,10
3138EG8HB	FNMA #AL0519	THE INDEPENDENT BANKERSBANK	2,500,000,00	05/26/2018	1,022,050,8
TIB 164024607		4 03/01/2028 305	954,481,68	08/22/2012	1,017,960,04
138EJNE4"	FNMA #AL2188 ARM.	THE INDEPENDENT BANKERSBANK	2,900,000,00	. 05/26/2016	1,141,170.9
18 164027988		2,344 08/01/2042 305	1,095,701.97	01/30/2013	1,137,720.9
140EUEA3	FNMA POOL #BC0128	THE INDEPENDENT BANKERSBANK	1,500,000.00	05/26/2016	1,504,674,4
FIB 163004104		3 12/01/2030 305	1,437,097,71	03/28/2018	1,508,735,94
1418AF78	FNMA #MA1089	THE INDEPENDENT BANKERSBANK	2,850,000,00	05/26/2016	1,518,843.4
IB 164027936	• • •	4 08/01/2032 305	1,402,035.50	01/30/2013	1,508,262.0
11418AH78	FNMA #MA1153	THE INDEPENDENT BANKERSBANK	4,000,000.00	05/26/2016	1,706,178.1
18 164029356		3 08/01/2022 305	1,827,298.40	01/30/2015	1,898,567.7
1418AJ33	FNMA #MA1181	THE INDEPENDENT BANKERSBANK	4,950,000,00	05/28/2016	2,192,444.3
18 164029593		5 09/01/2022 305	2,089,118.20	91/30/2013	2,175,120.9
141BAK90	FNMA #MA1218	THE INDEPENDENT BANKERSBANK	3,950,000.00	05/28/2016	1,769,621.7
TIS 164029389	•	3 10/01/2022 305	1,705,483.88	01/30/2013	1,778,035.1
1418ATJ7	FNMA #MA1462	THE INDEPENDENT BANKERSBANK	1,270,780.00	05/26/2016	848,074.8
TB 219000475		3 06/01/2023 305	629,229.14	03/05/2014	858,208.6
11419BC61	FNMA #MA 1892	THE INDEPENDENT BANKERSBANK	5,300,000.00	05/29/2018	3,580,501.2
TIB 184038302 .	-	3 05/01/2024 305	3,465,039.62	01/05/2015	3,814,951.4
1419AY35 · -	FNMA POOL AE0729	THE INDEPENDENT BANKERSBANK	2,100,000.00	05/26/2016	B06,302.5
TIB 164024025	•	4 01/01/2026 305	767,638.11	05/22/2012	808,280.0
TOTAL POR PLEDGE		rig Fece: 43,663,260,00 Current Face: 21,650	),739.07 Market: 22,648,83	3,86 🗸	Book: 22,6\$1,083,33

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\$000,000.

05/26/2016 Page 6 of 30 The information contained herein; while believed to be reliable, is not guaranteed For assistance please contact TIB investment Portfolio (888) 308-4842



Parmer

investment Portfolio Pledged Securities AIM BANK LITTLEFIELD, TX

InTrader (pledged ) Last : 05/31/2016 As-of: 06/30/2016 2AIM 1018373

LEDG	ED TO: hocke	*HOCKLEY COUNTY						
128LL	/86 ·	FHLMC #280639 ARM	THE INDE	PENDENT BA	NKERSBANK	2,000,000.00	06/27/2015	772,122.5
IB .	213001965		2,304	06/01/20		737,588.84	01/30/2013	769,584.4
128MA	ISZ7.1 184040305*	FHLMC GOLD G18535	The Proof of the Control of the Cont	PENDENT BA	Comment of the second of the second	4,800,000.00 3,615,986;21	06/27/2018 03/25/2015	3,797,130.5 3,833,980.0
138E4		FNMA #AK0708			NKERSBANK	2.222.500.00	06/27/2016	835,198.1
18	164028308		3.5	02/01/20		786,075,69	04/03/2013	834,205
		FNMA #AK0706			NKERSBANK		06/27/2016	1,221,015
18	154028413		3.5	02/01/20	27 305	7 ( 1.149,492.01	01/30/2013 <sub>001</sub>	1.219,872
138EG		FNMA #AL0519	THE INDE		NKERSBANK	2,500,000.00	06/27/2016	1,007,955.
1B	164024507	Carlotte and the state of the s	4	03/01/20		941,670.03	05/22/2012	1,005,347.
138EJ		FNMA #AL2188 ARM			NKERSBANK	2,900,000.00	08/27/2018	1,067,516
	164027988		** * * * * * * * * * * * * * * * * * *	06/01/20		1,015,848.76	01/30/2013	1,070,316
140EU 18	163004104	FNMA POOL #BC0128	I HE INDE	12/01/20	NKERSBANK	1,500,000.00 1,423,418,93	06/27/2016 03/28/2016	1,489,714. 1,498,019.
	578 BUSH P 6442	ENMA #MA1089	CONTHEUNDE		NKERSBANK	2 850,000,00	08/27/2018	1,490,262
	164027935		The State of the S	06/01/20	and the feet by the con-	1,377,676,38	01/30/2013	1,488,997
1418A		FNMA #MA1153		PENDENT BA		4,000,000.00	06/27/2016	1,653,197
18	154029358		3	08/01/20	22 305	1,577,477.92	01/30/2013	1,653,608.
	J33	FNMA#MA1181	THE INDE	PENDENT BA	NKERSBANK	4 950,000.00	06/27/2015	2,141,366
	184029593			09/01/20		2,041,410.69	01/30/2013	2,140,212
141BA		FNMA #MA1218	THE INDE	PENDENT BA		3,950,000.00	06/27/2016	1,749,206.
IB	164029389	Otherwise who have the arrange of the confirmation of the second	3	10/01/20		1,667,508.26	01/30/2013	1,748,247.
	TJ7 1219000475	FNMA #MA1452	IHEINDE	PENDENT BA	and the second transfer of the later	1,270,760,00 603,271,15	06/27/2016 03/05/2014	618,929.
14188		FNMA #MA1892	TUE INDE	PENDENT BA		5,300,000,00	06/27/2016	632,333 3,489,432
IB	164038302	THE WINDIGS	3	05/01/20		3,379,853,67	01/05/2015	3,545,208
	Y35316-00-498	FNMA POOL AE0729	THE INDE	PENDENT BA		2 100 000 00	01/03/2015	791,000
Ä	164024025	是(MM) 1200 (1835) 1835 (1835)	The state of the said	01/01/20	3A* 305	743 535 98	05/22/2012	793.789

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4,000,000,00

06/27/2016 Page 8 of 30

#### HOCKLEY COUNTY Mailet Event Center and Arena \$14,515.000 - Bond Issue - 10 Year Repayment Fund 065, Series 2009 3.04%

		Previous	Principal	Interest	Current
	FYE	Balance Outstanding	Payment Due	Payment Due	Balance Outstanding
	2010	\$17,636,079.00°	51 155 000 00	\$312 878 88	Cototanding
	PD	***	<b>A</b>	*an	\$15,871,600.00
	2011	\$15,87,1,600.00	\$1,255,000,00	<b>₹</b> \$508,100.00	
	PD		No.		\$14,108,500.00
_9	2012	\$14,108;500:00	\$1,305,000.00	\$456,900:00	
	PD		A Part of the second		\$12,346,600.00
**	2013	\$12,346,600.00	1360,000.00	\$403,600.00	94 94
57 (E)	RD #		TAN DANG	TO A SEM	\$10,583,000.00
= 1	PD =	\$10,583,000.00	451,415,000.00	\$348,100,000	\$8,819,900.00
= 4	2015	\$8,819,900.00	\$1,475,000.00	\$290,300.00	12:1 20:0 12:300:00
<u> </u>	E E E	DI THE			\$7,054,600.00
44194444444	2016	\$7,054,600,00	\$1,535,000.00	\$230,100.00	1 2
**	4	YAN HAP	AMA A	7.W. M	\$5,289,500.00
	V2017	\$5,289,500.00	\$1,595,000,00	\$167,500.00	
•	,	A SAIR			\$3,527,000.00
	*2018	\$3/527/000:00	\$1,660,000.00	\$102,400.00	
	2245		1 mm 2 mm 1 mm 1	a	\$1,764,600.00
	2019 '	\$1,764,600:00	\$1,730,000.00	\$34,600.00	
	<u> </u>	7 S 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	3.42.3 ************************************	164 8	\$0.00

\*Principal Payments Due Annually
\*\*Interest Payments are Due Semiannually

Treasurer's Financial Report

Prepared by Denise Bohannon, Hockley County Treasurer

			V.	からなない、これはない	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	100			
		i say.		Certifi	Certificates of Deposit	Sit			
	Purchase Date	Account	Bank	Beginning (**) Amount	Maturity Date	Interest Rate	Interest Paid	Month's Interest Earned	Current Bal
γPR	11/28/2011	060-1&S Hosp. Bd.	Aim	\$36,481.21 11/28/2016	11/28/2016	0.55%	Monthly	\$16.01	\$37,708.36
MAY	11/28/2011	060-I&S:Hosp: Bd.	Aim	\$36,481.21	11/28/2016	0.55%	Monthly	\$15.50	\$37,723.86
JUN	11/28/2011	060-1&S Hosp. Bd.	Aim	\$36,481.21	11/28/2016	0.55%	Monthly	\$16.02	\$37,739.88
\PR-∵∵	2/19/2014	/⊹011-AdValorem Excess	Aim	3,000,000:00 8/19/2016		97.7 X.	Monthly	\$1,940.99,	\$3,049,080.61
MAY:	1. 2/19/2014	۷/AY: ﴿ ﴿ ﴿ 2/19/2014 ﴿ ﴿ `011-AdValorem Excess ﴿ Aim ﴿ 3.000.000.00 ﴿ \$8/19/2016 إِنَّ الْمُعَالَّ	.∕Aim.'	3,000,000,00	8/19/2016	6:075% c	Monthly:	Monthly 3, 2, 31, 879 57 2 33,050,960,18	\$3,050,960 18
JUN.	2/19/2014	ῖ⊍N. 3-10000000000 - 8/19/2016 - 0.75%	Aim	3,000,000,00	÷ 8/19/2016 · ∵	0.75%	Monthly	\$1,943.42 \$3,052,903.60	\$3,052,903.60
\PR	1/26/2016	011-AdValorem	Aim	\$5,000,000.00 10/26/2016	10/26/2016	0.60%	Monthly	\$2,550.42	\$5,007,400.91
MAY	1/26/2016	011-AdValorem	Aim	\$5,000,000.00	10/26/2016	0.60%	Monthly	\$2,469.40	\$5,009,870.31
Ē	1/26/2016	011-AdValorem	Aim —	\$5,000,000.00	10/26/2016	0.60%	Monthly	\$2,552.98	\$5,012,423.29

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the Official Bond and Oath of Martha Gongora and Anna M. Garza, as per Official Bond and Oath recorded below.

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Tevas

# Western Surety Company

#### OFFICIAL BOND AND OATH

THE STATE OF TEXAS	
County of HOCKLEY	
KNOW ALL PERSONS BY THESE PRESENTS:	BOND No. OFF. 54939538
That we, Martha Gongora	, as Principal, and
WESTERN SURETY COMPANY, a corporation du Surety, are held and bound unto County for use a	ly licensed to do business in the State of Texas, as nd benefit of County Clerkis successors in office,
in the sum of Forty Thousand and 00/100	
for the payment of which we hereby bind ourselves a	nd our heirs, executors and administrators, jointly and
severally, by these presents.  Dated this12th	lay of August , 2016
THE CONDITION OF THE ABOVE OBLICATION	N IS SUCH, That whereas, the above bounder Principal
was on the 1st day of July, appointed to the office of Deputy  (Elected Appointed)	Clerk in and for Hockley
County, State of Texas, for a term of indefinite July , 2016	commencing on thelst day of
NOW THEREFORE, if the said Principal shall we quired of him by law as the aforesaid officer, 数数数数数数	ll and faithfully perform and discharge all the duties re-
	* **.
The second secon	
then this obligation to be void, otherwise to remain in	full force and effect.
number of claims which may be made against this bond,	number of years this bond may remain in force and the the liability of the Surety shall not be cumulative and the s, suits, or actions under this bond shall not exceed the t shall not be cumulative.
PROVIDED, FURTHER, that this bond may be of party to whom this bond is payable stating that, not lead the hereunder shall terminate as to subsequent acts of the	ancelled by the Surety by sending written notice to the ess than thirty (30) days thereafter, the Surety's liability Principal.
•	* Martha Gongora
	WESTERN SURETY COMPANY
	By Paul T. Bruflat, Senior Vice President
ACKNOWLEDGME	ENT OF PRINCIPAL
THE STATE OF TEXAS	
County of dockley	
Before me, Junica Similarial	on this day, personally appeared known to me to be the person whose name is subscribed to
the foregoing instrument and acknowledged to me that therein expressed.	he executed the same for the purposes and consideration
Given under my hand and seal of office at	reliand, Texas,
this 18 day of August	, <u>2016</u> .
VERONICA QUINTANILLA	Munica Danta la
SEAL NOTARY PUBLIC STATE OF TEXAS My Comm. Expires 09-22-2019	Gockley, County, Texas
Form 862 – 4-2009	64 PAGE 018 Western Surety Company 1-605-336-0850

## OATH OF OFFICE (COUNTY COMMISSIONERS and COUNTY JUDGE)

Ι,	, do solemnly swear (or affirm) that I will faithfully
the United States and of this State; and I furthermore directly paid, offered, or promised to pay, contributed, or promised any public office or employment, as a reway which I was elected; and I furthermore solemnly sweat	preserve, protect, and defend the Constitution and laws of solemnly swear (or affirm) that I have not directly nor innor promised to contribute any money, or valuable thing, and for the giving or withholding a vote at the election at ar (or affirm) that I will not be, directly or indirectly, incounty, except such contracts or claims as are expressly sue 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
	•
-	
	F OFFICE neral)
· •	•
faithfully execute the duties of the office of	, do solemnly swear (or affirm) that I will
the United States and of this State; and I furthermore a directly paid, offered, or promised to pay, contributed,	oreserve, protect, and defend the Constitution and laws of solemnly swear (or affirm) that I have not directly nor innor promised to contribute any money, or valuable thing, and for the giving or withholding a vote at the election at
,	
Sworn to and subscribed before me at of,	, Texas, this day
-	
SEAL	County, Texas
	- County, Zonas
THE STATE OF TEXAS  County of	as  Hockley County and State of Texas,
,	Date / 0 /8-22 () 2016
ATTEST:	Jake () \ ano
willing Dumula Clerk	County Judge,
County Court Darbley - County	County, Texas
V	0
THE STATE OF TEXAS	
County of	
ī	, County Clerk, in and for said County, do
hereby certify that the foregoing Bond dated the with its certificates of authentication, was filed for	r record in my office the, day of
, at	o'clock M., and duly recorded the o'clock M., in the Records of Official Bonds
of said County in Volume, on page	
WITNESS my hand and the seal of the County Cou, Texas, the day and year	art of said County, at office in
, Texas, the day and year	
	Clerk
By Deputy	County Court County
	CA pros 0 10

#### OFFICIAL BOND REQUIREMENTS

					4 COMPUTANTO
OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	", in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1.000, 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given - \$5,000 minimum, \$500,000 maximum	County	Commissioner's Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given - \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County - Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount hudgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the hond is to be given - \$5,000 minimum, \$500.000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given \$ 50,000 minimum, \$ 100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gav't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing boar wide independent scho created, in which ev payable to and approv Commissione	ol district has been rent the bond is ed by the County	Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court - \$500 minimum, \$10.000 maximum	Not Speci	fled	Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Sur	veyor	Nat. Res. Code 23.014	"faithfully perform the duties of the office."
' Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fine forfeitures, and penalties the sheriff collects for the use of the state a county; execute and return when due the process and precept lawfully directed to the sheriff, and pay to the person to whom the are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally pair voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given - \$2.500 minimum, \$100.000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimbur the county for all county funds illegally paid to him and will not vo or consent to make a payment of county funds except for a lawf purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law an promptly pay to the entitled party all money that comes into his han during the term of office."
Constable	Set by the Commissioners Court \$500 minimum – \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certifica issued by him, protect the commodities that he is registered to weig or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certifical issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

If precinct insert the number.
 Conditions.

ACKNOWLEDGMENT OF SURETY (Corporate Officer)

400-5

STATE OF SOUTH DAKOTA		
County of Minnehaha		
Before me, a Notary Public, in and for said County	y and State on this	day of
, persona	ally appeared Paul	T. Bruflat
to me known to be the identical person who subscribe to the foregoing instrument as the aforesaid officer ar free and voluntary act and deed, and as the free and and purposes therein set forth.	nd acknowledged to me that he exc	ecuted the same as his
S. EICH  SEAL NOTARY PUBLIC SEAL  SOUTH DAKOTA  My Commission Expires February 12, 2015	<u>J. E</u>	Notary Public

Figure: 28 TAC §1.601(a)(3)

#### 1 IMPORTANT NOTICE

To obtain information or make a complaint:

- 2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.
- 3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

#### 1-800-331-6053

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

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

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

#### 1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771

Web: http://www.tdi.state.tx.us

E-Mail: ConsumerProtection@tdi.state.tx.us

#### 7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### 8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

#### **AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

#### 1-800-331-6053

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety-of America:

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

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

#### 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771

Web: http://www.tdi.state.tx.us

E-Mail: ConsumerProtection@tdi.state.tx.us

#### **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Form F8365

# Western Surety Company

#### OFFICIAL BOND AND OATH

County of HOCKLEY  KNOW ALL PERSONS BY THESE PRESENTS:  BOND No. OFF. 54939539  That we, Anna M. Garza, 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 County for use & benefit of County Clerk, his successors in office, in the sum of Forty Thousand and 00/100
That we,
WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto County for use & benefit of County Clerk, his successors in office, in the sum of Forty Thousand and 00/100 DOLLARS (\$40,000.00), (NOT VALID IF FILLED IN FOR MORE THAN \$50,000.00)  for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.  Dated this
(NOT VALID IF FILLED IN FOR MORE THAN \$50,000.00)  for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.  Dated this day of August
severally, by these presents.  Dated this 12th day ofAugust, 2016  THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal
Dated this 12th day of August 2016  THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal
was on the 11th day of April , 2016, duly appointed to the office of Deputy Clerk in and for Hockley
(Blassed Associated)
(Elected-Appointed)  County, State of Texas, for a term of indefinite commencing on the 11th day of
_April, 2016
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 walks
The Control of the Co
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
ACKNOWLEDGMENT OF PRINCIPAL
THE STATE OF TEXAS
County of Hockley ss
Before me, Stay R. Schule on this day, personally appeared ANNA M. GARA, 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 Hockley County, Texas, this 15th day of August
STACY R. SCHULLE Stacy S. Scheelle
SEAL (* STATE OF TEXAS County, Texas
Form 862 - 4-2009 My Comm. Expires 02-01-2018 VOL. 64 PAGE 023 Western Surety Company 1-605-336-0850

## OATH OF OFFICE (COUNTY COMMISSIONERS and COUNTY JUDGE)

Ι,		, do solemnly swear (or affirm) that I will faithfully
the United States and of this State; and I for directly paid, offered, or promised to pay, or or promised any public office or employment which I was elected; and I furthermore so terested in any contract with or claim ag	arthermore so contributed, n nt, as a rewan lemnly swear ainst the Cou	eserve, protect, and defend the Constitution and laws of plemnly swear (or affirm) that I have not directly nor inor promised to contribute any money, or valuable thing, of for the giving or withholding a vote at the election at (or affirm) that I will not be, directly or indirectly, inanty, except such contracts or claims as are expressly ue to me as fees of office. So help me God.
		Signed
Sworn to and subscribed before me at _ of,		, Texas, this day
	•	
SEAL		County, Texas
	OATH OF (Gen	
τ .		do solemnly swear (or affirm) that I will
faithfully execute the duties of the office of	f	do solemnly swear (or affirm) that I will,
the United States and of this State; and I f directly paid, offered, or promised to pay, or promised any public office or employme which I was elected. So help me God.	urthermore s contributed, r nt, as a rewa	reserve, protect, and defend the Constitution and laws of colemnly swear (or affirm) that I have not directly nor interpromised to contribute any money, or valuable thing, and for the giving or withholding a vote at the election at Signed
Sworn to and subscribed before me at _		, Texas, this day
of,	•	
SEAL		County, Texas
this day approved in open Commissioner's	for Court.	Date Date County Judge,
County Court Atthly	County	County Judge,  County, Texas
THE STATE OF TEXAS County of	ss	
•	,	
I,	ed the was filed for	, County Clerk, in and for said County, do,, record in my office the day of
day of,	, at , at _	o'clock M., and duly recorded the o'clock M., in the Records of Official Bonds
of said County in Volume, o		
WITNESS my hand and the seal of the	•	rt of said County, at office inr last above written.
		Clerk
Ву	_ Deputy	County Court County

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$6,000.	Governor	District Judge	Gov't Code 43.002	", in the manner prescribed by law, (sithfully pay over all money than he collects or that comes into his hands for the state or a county."
County Attorney	<b>\$2,500</b> .	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that h collects or receives for any county or the state."
County Judge	\$1.000. 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the perso or officer entitled to it; pay to the county all money illegally paid to his out of county funds; and not vote or consent to pay out county fund for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given - \$5,000 minimum, \$500,000 maximum	County	Commissioner's Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given - \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"feithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term for office preceding the term for which the bond is to be given - \$5.000 minimum, \$500.000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given \$5,000 minimum, \$100,000 maximum	Gavernor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given - \$5,000 minimum, \$100,000 maximum	Governor for the use and henefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing boar wide independent scho created, in which ev payable to and approv Commissione	ol district has been ent the bond is ed by the County	Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court - \$500 minimum, \$10,000 maximum	Not Speci	ified	Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Sur	veyor	Nat. Res. Code 23.014	"faithfully perform the duties of the office."
· Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	.Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines forfeitures, and penalties the sheriff collects for the use of the state of a county; execute and return when due the process and precept lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given - \$2.500 minimum. \$100.000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the Statu Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxas imposed in the preceeding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburs the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawfu purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hand during the term of office."
Constable	Set by the Commissioners Court \$500 minimum – \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificate issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificate issued by him. protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

<sup>3.</sup> If precinct insert the number.
4. Conditions.

ACKNOWLEDGMENT OF SURETY (Corporate Officer)

Figure: 28 TAC §1.601(a)(3)

#### 1 IMPORTANT NOTICE

To obtain information or make a complaint:

- 2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.
- 3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

#### 1-800-331-6053

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

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

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

#### 1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771

Web: http://www.tdi.state.tx.us

E-Mail: ConsumerProtection@tdi.state.tx.us

#### 7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### 8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

#### **AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

#### . 1-800-331-6053

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

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

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

#### 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771

Web: http://www.tdi.state.tx.us

E-Mail: ConsumerProtection@tdi.state.tx.us

#### **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Form F8365

Motion by Commissioner Carter, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the tax refund in the amount of Six Hundred Fifty Two Dollars and Ninety Nine Cents (\$652.99) to Eliasar & Amanda Villegas, approve the tax refund in the amount of Five Hundred Eighty Six Dollars and Ninety Nine Cents (\$586.99 to Chris Pharis & Teresa Hernandez, approve the tax refund in the amount of Eight Hundred Eighty Two Dollars and Sixty Seven Cents (\$882.67) to Clay Edward Potter, approve the tax refund in the amount of Eight Hundred Forty Two Dollars and Ninety Three Cents (\$842.93) to Carlos E. Marquez, approve the tax refund in the amount of Five Hundred Sixty Five Dollars and Ninety Four Cents (\$565.94) to Coley Ray & Andrea Dawn Hitt, approve the tax refund in the amount of Five Hundred Ninety Dollars (\$594.00) to Barry Wayne & Johnnie Jones, approve the tax refund in the amount of Five Hundred Fifty Nine Dollars and Fifty Three Cents (\$559.53) to Ricky Dale & Terri Sue Dent, approve the tax refund in the amount of Six Hundred and Eight Dollars and Seventy Nine Cents (\$608.79) to Luther Brackens, as per request of Debra Bramlett, Tax Assessor/Collector.

Motion by Commissioner Clevenger, seconded by Judge Larry Sprowls, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the proposed Fiscal Year 2016-2017 Airport Fund Budget, as per Airport Fund Budget recorded below.

TO: Honorable Hockley County Judge and Hockley County Commissioners

FROM: Rick Osburn, City Manager

Erik Rejino, Assistant City Manager

DATE: July 18, 2016

ITEM: Airport Fund Budget

As you know the Levelland Municipal Airport is the jointly owned by the City of Levelland and Hockley County. For the past few decades the City has been the lead entity in the administration and daily operation of the airport, including keeping the airport's financial records. The airport financial records are maintained in a separate fund in order to facilitate accurate records for grant accounting purposes.

As we move into a new fiscal year we are planning for a major runway rehabilitation funded mostly by a grant from the Texas Department of Transportation. For the first time in the past few decades the City and the County will not be asked to inject funds into the airport to cover the required local match for the grant. Due to petroleum development at the airport a few years ago, and the resulting accumulation of royalty payments to the airport, the Airport Fund already has the local match necessary for the grant.

We are continuously looking for ways to improve the operation of the airport, and this includes the financial operations. In the past we have reported the financial condition of the airport to the County but only sought formal approval in conjunction with specific projects. We feel one way to improve financial operations is to keep the County better informed of the financial operations of the airport. The first step in doing this is to have the County Commissioners formally approved the Airport Fund budget just as the City Council does.

Attached is the proposed Fiscal Year 2016 - 2017 Airport Fund budget which we are asking you to consider and approve. Since the City's budget format is different from the County's, we will be more than glad to meet with the Commissioners to discuss and explain what is being proposed.

#### AIRPORT FUND (02) SUMMARY

	Royalties County <sup>1</sup>	Royalties City <sup>1</sup>	Operating Fund	Total Airport Funds
Balance October 1, 2015	\$101/583	\$101 583	\$ 3807400	\$283,876
Estimated Revenues FY 2015-16	\$16,000	\$16,000	\$67,041	\$99,041
Funds Available FY 2015-16	\$117,583	\$117,583	\$147,751	\$382,917
Estimated Expenditures FY 2015-16	\$0	\$0	\$124,635	\$124,635
Estimated Balance September 30, 2016 C	\$1117,583	\$117,583	\$23,116	\$258,282
Estimated Revenues FY 2016-17	\$15,000	\$15,000	\$56,900	\$86,900
Funds Available FY 2016-17	\$132,583	\$132,583	\$80,016	\$345,182
Estimated Expenditures FY 2016-17	\$0	\$0	\$134,115	\$134,115
Estimated/Balance Seotember:30:32017	V20112-582	~ 34¢4/22/58/201	######################################	SEES244-0673

#### **OPERATING REVENUE SUMMARY**

	AGTUAL 2014-2015	BUDGETED E 32015-2016 =	STIMATED P	ROJECTED
Hangar and Lot Rental	\$44,167	\$40,000	\$52,500	\$40,000
Interest	\$514	\$500	\$459	\$400
Govt. Contrib State RAMP	\$11,251	\$12,500	\$8,700	\$12,500
Hockley County	\$0	\$0	\$0	\$0
Fuel Sales Fee	\$3,939	\$4,500	\$4,400	\$4,000
Miscellaneous Revenue	\$982	\$0	\$982	\$0

<sup>&</sup>lt;sup>1</sup> The City and County each hold their 50% share of airport property royalties in their respective General funds and when needed by the airport each will transfer an equal amount back to Airport operating fund. See explanation of royalties in Program Summary.

AIRPORT #421 4200 SUPPLIES	Actual 2014-2015	Adopted Budget 2015-2016	02-AIRPC Estimated Expenditures 2015-2016	PRT FUND Proposed Budget 2016-2017
4211 Office Supplies 4213 Minor Tools	\$0 \$0	\$0 <b>\$</b> 100	\$0 \$0	\$0 \$100
4221 Chemical 4231 All Other	\$0 \$154	\$5,000 \$1,000	\$3,500 \$150	\$5,000 \$1,000
Subtotal	\$154	\$6,100	\$3,650	\$6,100
4300 MAINTENANCE				
4321 Building 4331 Other Structures/Runway	\$1,130 \$2,820	\$1,000 \$10,000	\$995 \$2,500	\$1,000 \$10,000
4351 Motor Vehicles 4361 Other Equipment	\$138 \$0	\$0 \$1,500	\$104 \$948	\$0 \$1,500
4371 Fuel System 4381 All Other (RAMP)	\$6,112 \$30,278	\$5,000 \$25,000	\$13,342 \$4,470	\$5,000 \$25,000
Subtotal	\$40,478	\$42,500	\$22,359	\$42,500
4400 SERVICES				
4412 Utilities	\$14,675	\$14,000	\$12,212	\$14,000
4421 General Insurance 4431 Professional Services 4481 All Other	\$8,824 \$3,473 \$235	\$8,162 \$5,000 \$500	\$7,741 \$3,174 \$500	\$8,515 \$5,000 \$500
Subtotal	\$27,207	\$27,662	\$23,626	\$28,015
4500 CAPITAL OUTLAY	<b>V=7,=07</b>	V2.,002	<b>410,010</b>	<b>420,010</b>
4511 Land	\$0	\$0	\$0	\$0
4521 Buildings 4531 Other Improvements	\$0 \$0	\$0 \$0	\$0 \$75,000	\$0 \$57,500
4541 Machinery & Equipment	\$0	\$0	\$0	\$0_
Subtotal	\$0	\$0	\$75,000	\$57,500
TOTAL	\$67,839	\$76,262	\$124,635	\$134,115

Notes

4531 Other Improvements

Match for TxDOT Runway Project

Motion by Commissioner Clevenger, seconded by Commissioner Carter, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the resale bid in the amount of Two Thousand Twenty Dollars (\$2020.00) to Earl R. Cole for property known as RMT, Blk. A, SW/4, Sec. 113, Tr8, AB 37, Acres 0.977 (6430 US Hwy, 84, Anton, Texas), approve the resale bid in the amount of One Hundred Dollars (\$100.) to Danny Garcia for property known as 1404 W. Adams, Levelland, Texas, approve the resale bid in the amount of Five Hundred Dollars (\$500.00) to Don Barcheers for property known as RMT, Blk A, SW/C Sec 86, AB18, Acres 0.800 (6811 Maine Rd, Anton, Texas), as per Bids recorded below.



OFFICE OF



YVONNE GIPSON CHIEF DEPUTY

email: propertytax@hockleycounty.org

#### **DEBRA C. BRAMLETT**

COUNTY TAX ASSESSOR HOCKLEY COUNTY LEVELLAND, TEXAS

TO PAY ONLINE www.co.hockley.tx.us.com

ADDRESS ALL CORRESPONDENCE TO 802 HOUSTON ST., SUITE 106 LEVELLAND, TX 79336 PHONE: (806) 894-4938

FAX: (806) 894-1102

August 15, 2016

To all Concerned Entities:

RE: RMT, BLK A, SW/4 SEC 113, TR 8, AB37, ACRES 0.977 (6430 US HWY 84)

We have received a bid in our office for the above property from Earl Cole in the amount of \$2020.00. His bid has been approved by Anton ISD. At this time I am submitting the bid to your entity for your consideration. I am enclosing a statement of all taxes due and a copy of his bid. Once you have made your decision on this bid for Mr. Cole, please let me know of your decision, so I can notify him. Thank you for your time and consideration.

Sincerely

Debra C Bramlett

Hockley County Tax Assessor Collector

Enc/

## BID FORM FOR RESALE OF PROPERTY STRUCK OFF TO HOCKLEY COUNTY TAXING ENTITIES

(DATE)	·
Earl R Cole (NAME)	2.020.00 AMT OF BID
6422 E State Rd 597 ADDRESS-P.O. BOX OR STREET	
Anton TX 793/3 CITY STATE & ZIP CODE	
PHONE NUMBER	
RMT, BLK A SWIH SEC 113, TELEGAL DESCRIPTION AND PHYSICAL LOCATION OF PI	R8, AB 37, Acres 0,977 PROPERTY
LIST ANY SPECIAL CIRCUMSTANCES CONCERNING TO	HE PROPERTY AND YOUR BID
THANK YOU FOR YOUR BID	
HOCKLEY COUNTY TAC	
	VOL. $f 64$ PAGE $f 034$

ACCT\*# R11211 DATE 08/15/2016 CR



HOCKLEY COUNTY TAX OFFICE 802 HOUSTON ST SUITE 106 LEVELLAND TEXAS 79336

Property Description TRMT, BLK A, SW/4 SEC 113, TR 8, AB37, ACRES 0.977

TOWN

LAND MKT VALUE LAND AGR VALUE

EXEMPTIONS GRANTÉ

лхдз-09-2722

HORKEY ENTERPRISE

PO BOX 2669

LUBBOCK

		A TONE IN	mg to	
	LEVY	P&Ī	ATTY FEES	AMT DUE
TAXES: 1999	972.86	2,052.73	453.84	3,479.43
TAXES 2002	1,415.53	2,477.18	647.47	4,540.18
TAXES 2003	1,440.13	2,347.41	757.50	4,545.04
TAXES 2004	1,521.86	2,298.02	763.98	4,583.86
TAXES 2005	1,403.81	1,951.30	671.02	4,026.13
TAXES 2006	1,273.78	1,617.71	578.30	3,469.79
TAXES 2007	1,088.17	1,251.39	467.91	2,807.47
TAXES 2008	600.70	618.72	243.90	1,463.32
TAXES 2009	651.97	593.29	249.05	1,494.31
TAXES 2010	622.09	491.45	222.71	1,336.25
TAXES 2011	614.86	411.95	205.36	1,232.17
TAXES 2012	601.04	330.57	186.33	1,117.94
TAXES 2013	619.17	266.23	177.08	1,062.48
TAXES 2014	618.14	191.61	161.96	971.71
TAXES 2015	662.57	125.90	157.69	946.16
	14,106.68	17,025.46	5,944.10	37,076.24
			1	

ACCT # R11211

TOTAL DUE 08/2016 TOTAL DUE 09/2016 TOTAL DUE 10/2016

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VOL.

STATEMENT OF ALL TAXES DUE

ACCT # R11211 DATE 08/15/2016 CR



HOCKLEY COUNTY TAX OFFICE OF SOZ HOUSTON'ST SUITE 106
LEVELLAND TEXAS 79336
(806) 894-4938

BREAKDOWN OF TAX DUE BY JURISDICTION

JURISDICTION LEVY P&I ATT

 JURISDICTION
 LEVY
 P&I
 ATT FEES
 TOTAL

 ANTON I S D
 9,792.86
 127.221.31
 4,120.48
 26,134.65

 HOCKLEY COUNTY
 2,443.73
 2,734.21
 1,035.61
 6,213.55

 HIGH PLAINS WTR DIST
 57.52
 64.69
 24.45
 146.66

 SOUTH PLAINS COLLEGE
 1,812.57
 2.005.25
 763.56
 4,581.38

TAX LEVY FOR THE CURRENT ROLL YEAR SAN 387.27
TAX LEVY FOR THE CURRENT ROLL YEAR 01 151.38
TAX LEVY FOR THE CURRENT ROLL YEAR 60 2.66
TAX LEVY FOR THE CURRENT ROLL YEAR 50 121.26
PTAL TAX LEVY FOR THE CURRENT ROLL YEAR 60 662.57

# OFFICE COPY

VOL. 64 PAGE 036

ND811-LR



OFFICE OF

### YVONNE GIPSON

CHIEF DEPUTY

email:

propertytax@hockleycounty.org

### **DEBRA C. BRAMLETT**

COUNTY TAX ASSESSOR HOCKLEY COUNTY LEVELLAND, TEXAS

TO PAY ONLINE www.co.hockley.tx.us.com

ADDRESS ALL CORRESPONDENCE TO 802 HOUSTON ST., SUITE 106 LEVELLAND, TX 79336 PHONE: (806) 894-4938

FAX: (806) 894-1102

August 15, 2016

To all Concerned Entities:

RE: TWELFTH (LEV), BLOCK 215, LOT 2 (1404 W. ADAMS)

We have received a bid in our office for the above property from Danny Garcia in the amount of \$100.00. His bid has been approved by City of Levelland. At this time I am submitting the bid to your entity for your consideration. I am enclosing a statement of all taxes due and a copy of his bid. Once you have made your decision on this bid for Mr. Garcia, please let me know of your decision, so I can notify him. Thank you for your time and consideration.

Sincerely

Debra C Bramlett

Hockley County Tax Assessor Collector

tra C Bramlett

Enc/



## BID FORM FOR RESALE OF PROPERTY STRUCK OFF TO HOCKLEY COUNTY TAXING ENTITIES

4-25-16 (DATE)	· · · · · · · · · · · · · · · · · · ·
Danny Garria (NAME)	AMT OF BID
PO BOX 1163 ADDRESS-P.O. BOX OR STREET	
Levelland TX 79336 CITY STATE & ZIP CODE	•
(806) 893-8395 PHONE NUMBER	
LEGAL DESCRIPTION AND PHYSICAL LOCATION OF PROP	PERTY
LIST ANY SPECIAL CIRCUMSTANCES CONCERNING THE F	PROPERTY AND YOUR BID
on led lots to Cleaning knock of	ountrees meed lots
of work and we will make s	we its alway clair
THANK YOU FOR YOUR BID	
HOCKLEY COUNTY TAC	

STATEMENT OF ALL TAXES DUE

ACCT # R17668 DATE 08/15/2016 CR



HOCKLEY COUNTY TAX OFFICE DOWN ST SUITE 106
LEVELLAND TEXAS 79336
(806) 894-4938

Property Description
TWELFTH (LEV), BLOCK 215, LOT 2

TOWN

-LEVELLAND

1.404-ADAMS

LAND MKT VALUE LAND AGR VALUE

MPR PERSONE EXEM
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EXEMPTIONS GRANTED (REMOVAL OF EXEMPT

HOCKLEY COUNTY 802 HOUSTON ST STE

LEVELLAND

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TAXES	2014	.00	.00	.00	.00
TAXES	2015	.00	.00	.00	.00
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ACCT # R17668

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TOTAL DUE 08/2016
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TOTAL DUE 10/2016
TOTAL DUE -11/20-16

64 PAGE 039 VOL.

ND811-LR

STATEMENT OF ALL TAXES DUE

ACCT # R17668 DATE 08/15/2016 CR



HOCKLEY COUNTY (TAX) OFFICE DOWN ST SUITE 106
LEVELLAND TEXAS 79336

·	BREAKDOWN OF	TAX DUE BY	JURISDICTION	Ī ———	
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TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR TO

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OFFICE OF

### **DEBRA C. BRAMLETT**

COUNTY TAX ASSESSOR HOCKLEY COUNTY LEVELLAND, TEXAS

TO PAY ONLINE www.co.hockley.tx.us.com

ADDRESS ALL CORRESPONDENCE TO 802 HOUSTON ST., SUITE 106 LEVELLAND, TX 79336 PHONE: (806) 894-4938 FAX: (806) 894-1102

August 15, 2016

propertytax@hockleycounty.org

YVONNE GIPSON CHIEF DEPUTY

email:

To all Concerned Entities:

RE: RMT, BLK A, SW/C SEC 86, AB18, ACRES 0.800 (6811 MAINE RD)

We have received a bid in our office for the above property from Don Barcheers in the amount of \$500.00. His bid has been approved by Anton ISD. At this time I am submitting the bid to your entity for your consideration. I am enclosing a statement of all taxes due and a copy of his bid. Once you have made your decision on this bid for Mr. Barcheers, please let me know of your decision, so I can notify him. Thank you for your time and consideration.

Sincerely

Debra C Bramlett

Hockley County Tax Assessor Collector

Enc/

## BID FORM FOR RESALE OF PROPERTY STRUCK OFF TO HOCKLEY COUNTY TAXING ENTITIES

(DATE)
DON Barcheers 500 (NAME) AMT OF BID
(NAME) AMT OF BID
ADDRESS-P.O. BOX OR STREET
CITY STATE & ZIP CODE
OIT STATE & ZIF CODE
906 535 5305 PHONE NUMBER
PHONE NUMBER
RMT BLK A SW/C 86, AB18 ACRES 0,800 LEGAL DESCRIPTION AND PHYSICAL LOCATION OF PROPERTY
Has Been Use for a la Duemp will cost 2000 LIST ANY SPECIAL CIRCUMSTANCES CONCERNING THE PROPERTY AND YOUR BID  To Clara
THANK YOU FOR YOUR BID
HOCKLEY COUNTY TAC

ACCT # R18104 DATE 08/15/2016 CR



STATEMENT OF ALL TAXES DUE

HOCKLEY COUNTY TAX OFFICE

802 HOUSTON ST SUITE 106
LEVELLAND TEXAS 79336

(806) 894-4938

	Property	Description	ì <del></del>			
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Motion by Commissioner Carter, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the annual Public Notice for Indigent Health Care, as per Public Notice recorded below.

### COUNTY OF HOCKLEY

### IN THE COMMISSIONERS' COURT

### OF HOCKLEY COUNTY, TEXAS

### NOTICE TO PUBLIC

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

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

Hockley County will use rules and procedures found in the County Indigent Health Care Program Handbook published by the Texas Department of Health. The handbook is available on line at <a href="http://www.dshs.state.tx.us/cihcp">http://www.dshs.state.tx.us/cihcp</a> In summary, rules are:

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

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

The effective date of the above rules and procedures is September 1, 2016.

Given under my hand and seal of said Court, this 22 h day of August, AD, 2016.

Judge Larry Sprowls, Hockley County, Texas

ATTEST:

Irene Gumula, County Clerk, and

Ex-Officio Clerk of Commissioners' Court,

Hockley County, Texas

Motion by Commissioner Carter, seconded by Commissioner Clevenger,
3 Votes Yes, 0 Votes No, that Commissioners' Court tabled the 2017 County Holidays.
Motion by Commissioner Carter, seconded by Commissioner Clevenger,
3 Votes Yes, 0 Votes No, that Commissioners' Court approve the R-13 Service Renewal
Notice for Hockley County Vine Service, as per Agreement recorded below.

### 2017 COUNTY HOLIDAYS

January 2, 2017 (Monday) New Year's Day

February 20, 2017 (Monday) President's Day

April 14, 2017 (Friday) Good Friday

May 29, 2017 (Monday) Memorial Day

July 4, 2017 (Tuesday) Independence Day

September 4, 2017 (Monday) Labor Day

November 10, 2017 (Friday) Veterans Day

November 14, 2017 (Tuesday) Election Day

November 23 & 24, 2017 (Thurs. & Fri.) Thanksgiving

December 25 & 26, 2017 (Mon. & Tues.) Christmas

### R-13 Service Agreement Renewal Notice

DATE:

August 1, 2016

**CUSTOMER NAME:** 

**Hockley County** 

LOCATION:

802 Houston Street, #101

Levelland TX 79336

**PROJECT TYPE:** 

**Hockley County VINE Service** 

ORIGINAL SERVICE AGREEMENT DATE:

June 7, 2004

**SERVICE AGREEMENT RENEWAL DATE:** 

September 1, 2016

SERVICE AGREEMENT RENEWAL TERM:

12 Months

NEXT SERVICE AGREEMENT RENEWAL DATE:

August 31, 2017

PROJECT PRICING:

\$ \$6,203.28 (Quarterly Amount \$1,550.82)

This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal. The data transmitted will be used for victim notification, and may be used in applications for law enforcement, government, security, risk management, and fraud detection purposes.

Contract Changes: None

Special Note: Please refer to the "3rd Party Vendor Fees" referenced in the attached Exhibit R-13 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

**AUTHORIZATION:** 

APPRISS, INC., BY:

Signature

8/01/2016 Date

......

Thomas R. Seigle President

Title

**CUSTOMER BY:** 

Name

Louisville, KV 40223.3848 500-561-8463 000-816-0481

VOL. 64 PAGE 048

KEEPING COMMUNITIES SAFE AND INFORMED

### Exhibit R-13 Maintenance Renewal Automated Victim Notification Services Hockley County



Couleville, KY 40223-3842 DDC-641-0452 CD3-01C-C491

THUS. SET NUMBER SYNT

Category: Pilot - Small

Subject to the terms and conditions included in the Agreement, this Exhibit R-13 Schedule of Payments shall describe the amount due to Appriss which will be paid quarterly by the Office of the Attorney General to Appriss on the County's behalf as described in 4.3.5 of the Grant Contract.

Maintenance Amount. Customer shall pay Appriss a maintenance amount for the Renewal of Services determined as follows. This Renewal will extend services through August 31, 2017.

Jail Maintenance Amount	District Court Maintenance Amount	County Court Maintenance Amount	Annual Maintenance Amount (12 Months)	Quarterly Maintenance Amount (4 Quarters)	# of Months Through 8/31/17	Total Maintenance Amount Due
\$5,273.28	\$930.00	\$0.00	\$6,203.28	\$1,550.82	12 Months	\$6,203.28

Maintenance Amount as indicated above does not include "3<sup>rd</sup> Party Vendor Fees" <sup>1</sup> include booking system vendors, IT staff or other work that is associated with any booking system change not covered under the Vendor Certification. These services are considered additional costs and will be billed by the Certified Vendor directly to the entity. Unless approved by the OAG, in writing, in advance, the "3<sup>rd</sup> Party Vendor" may not be reimbursed by the OAG's SAVNS grant program.

This email will walk you through the 2017 renewal process for the VINE (Victim Information & Notification Everyday) Program. Your current service period will end as of August 31, 2016.

Soon you should be receiving your Maintenance Contract from the OAG to cover these costs going forward for renewal through August 31, 2017. If you have any questions regarding the OAG's contracts, please contact Chris Gersbach at 512/936-1653 or email him at <a href="mailto:Chris.Gersbach@texasattorneygeneral.gov">Chris.Gersbach@texasattorneygeneral.gov</a>.

If possible we would like to have all Service Agreement Renewals and Grant Contracts back to our office no later than August 31, 2016 so we have plenty of time to process. If you are unable to make the deadline please send a quick email to let Chris and I know when to expect your documents.

In addition, we have attached a few items that will require action on your part to complete the process. A description of each and any action required follows:

- Exhibit R-13 Maintenance Renewal. This item shows the Total Renewal Amount that the OAG agrees to cover. The OAG has received a copy of this document and has confirmed the dollar amounts and expiration date.
- Exhibit R-13 Service Agreement Renewal. This agreement is between Appriss and your County. The cost of the renewal should agree with Exhibit R-13. Please 1) print and sign the attached document and return one scanned copy to Appriss to my attention at <a href="mailto:cheslin@appriss.com">cheslin@appriss.com</a> or you can mail a copy to 10401 Linn Station Road, Ste. 200, Louisville, KY 40223; 2) one copy to Chris Gersbach at the Texas Attorney General's Office MC-004 at P.O. Box 12548, Austin, TX 78711-2548 or email a scanned copy to <a href="mailto:Chris.Gersbach@texasattorneygeneral.gov">Chris.Gersbach@texasattorneygeneral.gov</a> and; 3) retain one copy for your records.

Note: The Office of the Attorney General will continue using the same reimbursement process in FY 2016 for FY 2017. All invoices should go out in the month of September but I am unable to give a specific date at this time.

If you have any questions or need additional information, please contact me at 800/816-0491 ext. 3850.

Motion by Judge Larry Sprowls, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the SAVNS Maintenance Grant Contract between the Office of the Attorney General and Hockley County, as per Contract recorded below.

# SAVNS MAINTENANCE GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HOCKLEY COUNTY

OAG Contract No. 1771112

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

#### SECTION 1. PURPOSE OF THE CONTRACT

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

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 15, 2013. After an evaluation of offers, the OAG identified and certified a single vendor to provide statewide automated victim notification services. The initial term of the Vendor Certification is from September 1, 2013 to August 31, 2015. The OAG exercised its option and extended the term until August 31, 2017. The Vendor Certification includes the offer to perform the "Requested Scope of Services—Statement of Work Requirements and Terms and Conditions Applicable to the Vendor Certification" as well as the Pricing Model as provided in the BAFO. The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

### SECTION 2. TERM OF THE CONTRACT

This contract shall begin on September 1, 2016 and shall terminate August 31, 2017, unless it is terminated earlier in accordance with Section 6 of this contract.

### SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Services Agreement. GRANTEE will execute a "Services Agreement," a contractual agreement, with the Certified Vendor to provide services consistent with the OAG Vendor Certification documents. The Services Agreement will include terms and conditions that

SAVNS Contract - FY 2017 Page 1 of 18

are intended to provide the GRANTEE such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the OAG Vendor Certification documents.

- 3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate and relevant to support the SAVNS services; verify the Certified Vendors performance according to Services Agreement; satisfactorily discharge GRANTEE's obligations as described in the Services Agreement; and identify and dedicate GRANTEE staff, resources and equipment necessary to maintain the SAVNS services in the 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 Certified Vendor as provided in the Services Agreement as well as this contract. GRANTEE will execute a Services Agreement or a Service Agreement (Renewal Notice) with the Certified Vendor, for the term of this contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis.

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

- 3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendors performances.
- 3.5 Scope of Services. For the purpose of this contract, the requirements, duties and obligations contained in Section 3 of this 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.

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

### 4.1 General Matters

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

SAVNS Contract - FY 2017 Page 2 of 18

forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

- **4.1.2** Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.
- 4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract.

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

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

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

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (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 or regulations. This provision shall not be construed as limiting the OAG's access to such

SAVNS Contract - FY 2017 Page 3 of 18 records and other information.

**4.1.6 Public Information Act.** GRANTEE acknowledges that information, documents, and communications created or exchanged in the provision of services required by this contract may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and may be subject to required disclosure in a publicly-accessible format pursuant to Section 2252.907 of the Texas Government Code.

### 4.2 Programmatic Reports

- **4.2.1 Service Reports.** GRANTEE shall submit service delivery reports, programmatic performance reports and other reports, in the appropriate 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 is required to provide a written explanation to the OAG on the quarterly statistical report for any year-to-date performance that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.
- **4.2.3** Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

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

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

### 4.3 Financial Matters

- **4.3.1** Annual Budgets. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.
- 4.3.2 Requests for Reimbursement. REFER TO SECTION 4.3.5. FOR MORE INFORMATION ON REIMBURSEMENT RIGHTS AND PROCESSES GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. OAG grant funds are paid on a

SAVNS Contract - FY 2017 Page 4 of 18

cost reimbursement basis. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this 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.

- **4.3.3** Fiscal Year End Required Reports. On or before October 15, 2016, GRANTEE will submit fiscal year end required reports.
  - a. Record of Reimbursement. GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
  - **b.** Equipment Inventory Report. GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.
- 4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted on Exhibit B (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. Unless, otherwise noted on Exhibit B (Special Conditions), GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR Part 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

### 4.3.5 Assignment Of Rights Of Payment And Reimbursement Details. THE FOLLOWING PROVISIONS SPECIFICALLY APPLY TO THIS CONTRACT:

- a. GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. GRANTEE EXPRESSLY ASSIGNS ANY AND ALL RIGHTS OF PAYMENT UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.
- b. The Certified Vendor will send its "Service Agreement Renewal Notice" (or other similar document) and invoice (either annually or quarterly which detail the amount due

SAVNS Contract - FY 2017 Page 5 of 18 for each quarter) to GRANTEE by September 1, 2016. The Certified Vendor will notify the OAG within twenty (20) days of the notices being sent that they were sent.

- c. GRANTEE shall submit an invoice to the OAG for the prior quarter by the fifth (5th) of the next month following the end of each quarter. The quarters for FY2017 end on November 30, February 28, May 31, and August 31. GRANTEE shall include verification with its invoice to the OAG stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter.
- d. The OAG will forward to the Certified Vendor the payments due to the GRANTEE from the OAG for services provided by the Certified Vendor as required by this contract.
- e. The OAG will only pay a quarterly reimbursement payment in arrears after verification from the GRANTEE that services from the Certified Vendor were provided.
- f. The OAG will process and forward payments to the Certified Vendor each quarter during FY2017 for invoices received from the GRANTEE that include the appropriate verification along with its invoice. The quarterly payment will be made for invoices received by the OAG by the fifth (5th) day of the month following the end of the quarter, as defined above. The payment will be generated no later than the thirtieth (30th) day after the fifth (5th) day of the month following the end of the quarter, as defined above. If an invoice is submitted after the fifth (5th) day of the month following the end of the quarter, the invoice may not be paid until the next quarter, as defined above. The OAG will follow up at least once with any GRANTEE that has not returned its paperwork by the designated deadline for any quarter. The OAG will contact the GRANTEE by the tenth (10th) day of the next month following the end of each quarter.
- g. If the GRANTEE does not submit the required invoice and verification prior to the quarterly deadline defined above, the OAG will process payment in accordance with Section 4.3.5(f).
- h. If GRANTEE does not submit the required invoice and verification to the OAG within forty-five (45) days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.
- 4.3.6 Close Out Invoice GRANTEE shall submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

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- 4.3.7 Refunds and Deductions. If the OAG determines that an overpayment of grant funds under this contract has occurred, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG may offset and deduct the amount of the overpayment from any amount due to be paid, but not yet paid by the OAG under this contract. The OAG may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct a specified amount. GRANTEE and/or the Certified Vendor shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.
- 4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request, however, as between the OAG and Grantee title for equipment will remain with Grantee.

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

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

### SECTION 5. OBLIGATIONS OF OAG

- 5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this 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 must be supported by a written amendment to this contract.
- **5.3** Payment of Authorized Costs. In accordance with the terms of this contract, the OAG will pay costs pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

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- 5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this contract if first executed. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this contract.
- 5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.

### SECTION 6. TERMINATION

- 6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other Party.
- 6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.
- 6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

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

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund

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all or some of the grant funds paid under this contract, for the funds representing the number of months of SAVNS services previously invoiced and paid by the OAG under this contract.

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

### SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

- 7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.
- 7.2 Records Retention. GRANTEE shall maintain and retain records for a period of seven (7) years after the contract is completed or expires, or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the contract or documents are resolved. The records include, but may not be limited to, the contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under this 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.
- 7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.
- 7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this 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 contract or through a subcontract under this 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 contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the

SAVNS Contract - FY 2017 Page 9 of 18 OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

- State Auditor. In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.
- 7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

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

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports, Notices and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, and any other reports, notices or information, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov

If requested or approved by the OAG, other programmatic reports may be submitted to:

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Program Manager – Contracts and Asset Management Division Office of the Attorney General Mail Code 005 Post Office Box 12548 Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports, Notices and Information). All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Contracts and Asset Management Division Office of the Attorney General Mail Code 005 Post Office Box 12548 Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygeneral.gov

### 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 contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.
- 9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

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- 9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this contract and/or any other appropriate sanction.
- 9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

### SECTION 10. GENERAL TERMS AND CONDITIONS

- 10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this contract.
- 10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS). Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.
- 10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE and agreed to by the OAG, in advance. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this contract.
- 10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain.

SAVNS Contract - FY 2017 Page 12 of 18 GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this 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 contract.

10.5 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 contract and currently is 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 conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

### SECTION 11. SPECIAL TERMS AND CONDITIONS

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

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

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers or any third parties. To the extent allowed by law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE OR GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this

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#### contract.

- 11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.
- 11.3 Intellectual Property. GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted an unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.
- 11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract is considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.
- 11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.
- 11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.
- 11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. OTHER THAN AS SPECIFICALLY ALLOWED IN THIS CONTRACT IN THAT GRANTEE UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS TO THE CERTIFIED VENDOR, GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment.

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- 11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.
- 11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this 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 contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

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

- 11.11 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.
- 11.12 Special Conditions. Exhibit B is attached and incorporated herein, and applicable to this contract. If any Special Conditions are imposed by the OAG, those provisions will be reflected on the attached Exhibit B.

### SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

- 12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this 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 contract.
- 12.2 Entire Agreement, including All Exhibits. This contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

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- 12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.
- 12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.
- 12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this 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 contract.
- 12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

<b>OFFICE OF TH</b>	E ATTORNEY
<b>GENERAL</b>	

HOCKLEY COUNTY

Printed Name:
Office of the Attorney General

Printed Name: Lory D. Sprowls
Authorized Official

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## SAVNS MAINTENANCE GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HOCKLEY COUNTY

OAG Contract No. 1771112

#### **EXHIBIT A**

Population Size: Small

The total liability of the OAG for any type of liability directly or indirectly arising out of this 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 contract or arising out of any performance herein shall not exceed the following:

Event			Maximum Number of Months	Total Grant Funds SHALL NOT EXCEED	
Standard Maintenance Phase	\$5,273.28	\$930.00	12	\$6,203.28	

AS PROVIDED BY THIS CONTRACT, GRANTEE SPECIFICALLY UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS UNDER THIS CONTRCT TO THE CERTIFIED VENDOR.

The maximum number of months is provided above. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

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## SAVNS MAINTENANCE GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HOCKLEY COUNTY

OAG Contract No. 1771112

### **EXHIBIT B**

### **SPECIAL CONDITIONS**

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

None

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Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 3Votes Yes, 0 Votes No, that Commissioners' Court approve the purchase from the Buy Board of one 2014 Caterpillar Model 924k wheel loader for use in Precinct 1, as per Bid recorded below.



Quote 173678-01

August 4, 2016

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

Attention: CURTIS THRASH

Dear CURTIS THRASH,

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

One (1) New CATERPILLAR Model: 924K Wheel Loaders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: C62344

SERIAL NUMBER:0PWR03221

YEAR:2014

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

Sincerely,

Brian Hutcheson Machine Sales Representative

Page 1 of 2

### **MACHINE SPECIFICATIONS**

Description

924K WHEEL LOADER HYD,3V,COUPLER READY,STD LIFT STEERING, STANDARD DIFFERENTIAL, OPEN REAR ENVIRONMENT, STANDARD WEATHER, COLD START 120V CAB, DELUXE SEAT, DELUXE RADIO, CD, DELUXE TIRES, 20.5R25 TI MXL \* L3 FENDERS, STANDARD COUNTERWEIGHT, HEAVY KIT, SERIALIZED TECHNICAL MEDIA RIDE CONTROL CAMERA, REAR VIEW LIGHTS, AUX, HALOGEN / HALOGEN GUARD, POWERTRAIN, LOWER GUARD, CRANKCASE **TOOLBOX GROUP** QUICK COUPLER, FUSION 3.8 CUBIC YAR BUCKET

**BUYBOARD Sell Price** 

\$119,750.00

Extended Warranty:

Remainder of Full Machine Coverage until 10-6-2017 or 5000 Hours (whichever comes first) Travel Time and Mileage not included

Accepted by CUBTIS THRASH

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1

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve moving the polling location for Precinct 11 from Cactus Academic Center at 500 Cactus Dr, Levelland, Texas to Ridgecrest Missionary Baptist Church at 801 S. Alamo Road, Levelland, Texas and moving the polling location for Precinct 32 from the Hockley County Courthouse at 802 Houston, St. to the Hockley County Tax Office at 624 Ave. H, Levelland, Texas, as per Letter recorded below.

July 5, 2016

To The Commissioners Court of Hockley County:

The Levelland ISD has informed the Elections Administrator of Hockley County that they will be renovating the Cactus Academic Center at 500 Cactus Dr. and no longer want us to use that location for Precinct 11 voting.

I would like to petition the Court to change the polling Location for Precinct 11 from Cactus Academic Center at 500 Cactus Dr. to Ridgecrest Missionary Baptist Church at 801 S Alamo Rd.

The County Tax Assessor has agreed to allow us to use the foyer in the new tax office as a polling place for Precinct 32 so I would also like to petition the Court to change the polling Location for Precinct 32 from the Hockley County Courthouse at 802 Houston St to The Hockley County Tax Office at 624 Ave H since the Elections Administrator will be in that building.

Thank you,

Pat Cowan Hockley County Republican Chair Motion by Commissioner Thrash, seconded by Commissioner Carter, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the Hockley County Democrat Alternate Judges for 2017, as per List of Democrat Alternate Judges recorded below.

### LIST OF HOCKLEY COUNTY DEMOCRAT ELECTION ALTERNATE JUDGES. , FOR 2017

PRECT. #	PRCT. NAM E	NAMES			
11	Ridgerest Missionary Baptist Church 801 S Alamo Rd Levelland, TX. 79336				
14	Ropesville City Hall 107 Main Street Ropesville, TX. 79358	·			
15	Gary Cain Insur. (FKA So. Smyer Coop Gin) 3392 S. St Rd 168 Smyer, TX. 79367	Linda Kahlich (234-2202) 858 Mallard Rd Lubbock, Tx 79407			
16	Christ United Methodist Church 1702 S. College Ave. Levelland, TX. 79336	Scott Rombokas (894-4349) 104 Brentwood St Levelland, Tx. 79336			
21	Mallet Event Center & Arena 2320 E. St Hwy 385 Levelland, TX. 79336				
24	Sundown High School 511 E. 7'h St.				
32	County Crthouse Comm. Crtroom 802 Houston St. Levelland, TX. 79336				
33	Pettit Gin Inc. 3121 N St. Rd 303 Pettit, TX. 79354				
35	Cactus Dr. Church of Christ 501 Cactus Dr. Levelland, TX. 79336	,			
36	TX. Health & Hu man Services 904 8', (Dept. Hu man Services) Levelland, TX. 79336				
43	Whitharral Lions Club Bldg. 2"d & Hwy 385 Whitharral, TX. 79380 Smyer, TX. 79367				
44	Anton City Hall 400 Spade Circle Anton, TX. 79313	Ricardo Garcia (997-2365) PO Box 242 Anton, TX. 79313			
45	Capitol Intermediate Library 401 E. Ellis	Joyce McCullar (894-2672) 2502 Cardinal St			
	Levelland, TX. 79336	Levelland, TX. 79336			
46	Smyer Elementary Library 401 Lincoln St.	Robert Holland (893-7890) PO Box 333			
	Sundown, TX. 79372	Smyer, TX. 79367 VOL.	64	PAGE	076

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

The foregoing Minutes of a Commissioners' Court meeting held on the 22<sup>nd</sup> day of August A.D., 2016, was as examined by me and approved.

Commissioner, Precinct No. 1

promissioner, Precinct No. 2

Commissioner, Precinet No. 3

Commissioner, Precinct No. 4

County Judge

ATTEST:

Irene Gumula, County Clerk, and Ex-Officio Clerk of Commissioners' Court, Hockley County, Texas.

TOWN COUNTY LANGUAGE