

FROM HOCKLEY COUNTY CLERK'S OFFICE  
QUESTIONS: 806-894-3185

DATE: *November 26, 2018*

SUBJECT: *Special Mtg.*

DIRECTIONS: *Post To Comm. Crt.*

NOV 21 2018

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

*Jennifer Palermo*  
County Clerk, Hockley County, Texas

Notice is hereby given that a Special Meeting of the above named Commissioners' Court will be held on the 26th day of November, 2018 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 the Special Meeting of the Commissioners' Court held Monday, November 19, 2018.
2. Read for approval all monthly bills and claims submitted to the court and dated through November 26, 2018.
3. Consider and take necessary action to approve the Texas Department of Transportation Grant for 2018-2019 Routine Airport Maintenance Program.
4. Consider and take necessary action concerning Resolution No. 2018-30 as to the proposed three month extension of the Fire Service Agreement made between Hockley County and the City of Levelland.
5. Consider and take necessary action to approve Interlocal Agreements for street maintenance with Anton, Texas, Ropesville, Texas, Smyer, Texas and Sundown, Texas.
6. Consider and take necessary action to approve the County Information Resources Agency Services Agreement between Hockley County and Texas Association of Counties.
7. Discussion and review of the proposed Courthouse Security procedures.

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

BY: *Sharla Baldrige*  
Sharla Baldrige, Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 21<sup>st</sup> day of November, 2018, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 21<sup>st</sup> day of November, 2018.

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



SPECIAL MEETING  
November 26, 2018

Be it remembered that on this the 26<sup>th</sup> day of November A.D. 2018, there came on to be held a Special Meeting of the Commissioners' Court, and the Court having convened in Special Session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Sharla Baldrige	County Judge
Curtis D. Thrash	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
J. L. "Whitey" Barnett	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger	Commissioner Precinct No. 4

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

Motion by Commissioner Carter, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on November 19<sup>th</sup>, 2018, A.D. Be approved and stand as read.

Motion by Commissioner Clevenger, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners Court approved all monthly bills and claims submitted to the court and dated through November 26th, 2018. Be approved and stand as read.

**Motion by Commissioner Carter, seconded by Commissioner Barnett, 4 Votes Yes,  
0 Votes No, that Commissioners Court approved the Texas Department of Transportation Grant for  
2018-2019 Routine Airport Maintenance Program. As per Certificate of Airport Fund recorded below.**

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M1905LVLN

The City of Levelland, Texas and The County of Hockley does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

Sponsor: The City of Levelland, Texas

Sponsor: The County of Hockley, Texas

By: Barbara Punner

By: Shirley Salbridge

Title: Mayor

Title: Hockley County Judge

Date: 11/7/2018

Date: 11-26-18

Certification of State Single Audit Requirements

We, \_\_\_\_\_, and \_\_\_\_\_  
(Designated Representative) (Designated Representative)

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

Barbara Punner

Signature

Mayor

Title

11/7/2018

Date

Shirley Salbridge

Signature

Hockley County Judge

Title

11-26-2018

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M1905LVLN

The City of Levelland, Texas and The County of Hockley, Texas, designates, Erik Rejino, City manager  
(Name, Title)

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

Sponsor: The City of Levelland, Texas

Sponsor: The County of Hockley, Texas

By: Barlow Pinner

By: Shirley Aldridge

Title: Mayor

Title: Hockley County Judge

Date: 11/7/2018

Date: 11-26-2018

DESIGNATED REPRESENTATIVE

Mailing Address: City of Levelland  
P.O. Box 1010  
Levelland, TX 79336

Overnight Mailing Address: City of Levelland  
1709 Ave H  
Levelland, TX 79336

Telephone Number: (806) 894-0113

Fax Number: (806) 894-0119

Email Address: erejino@levellandtexas.org

**Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the Resolution No. 2018-30 as to the proposed three month extension of the Fire Service Agreement made between Hockly County and the city of Levelland. As per Fire Service Agreement Extension recorded below.**

**FIRE SERVICES AGREEMENT EXTENSION**

1. The City of Levelland, Texas and Hockley County hereby agree to extend the Fire Services Agreement entered into by the parties on December 18, 2017, and set to expire on November 30, 2018, an interlocal agreement governing the provision of fire services by the City of Levelland Fire Department within Hockley County but outside the municipal limits of the City.

2. The parties agree to extend the term of the above this Agreement for three (3) months beginning on December 1, 2018 and terminating on February 28, 2019 at which time the Agreement will expire on its own terms without the necessity of further action being taken by either party.

3. This Agreement Extension states the entire agreement of the parties with respect to the matters discussed herein, and all other terms and conditions not specifically amended by this Extension shall remain in full force and effect. By executing this Extension, the parties approve and ratify the terms and conditions of the underlying contract described above and agree to be bound by its terms and conditions including all rights, responsibilities, obligations and liabilities associated therewith.

4. This Extension may not be amended or modified in any respect except by a written instrument duly executed by all of the parties to the contract.

Executed this 30th day of November, 2018.

**CITY OF LEVELLAND, TEXAS**

**HOCKLEY COUNTY**

Barbra Pinner  
Barbra Pinner, Mayor

Sharla Baldrige  
Sharla Baldrige, County Judge

ATTEST:

ATTEST:

Beth A. Walls  
Beth A. Walls, TRMC, IPMA-HR SCP  
City Secretary

Jennifer Nicole Palmero  
Jennifer Nicole Palmero  
County Clerk



**Motion by Commissioner Clevenger, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners Court approved Interlocal Agreements for street maintenance with Anton, Texas, Ropesville, Texas, Smyer, Texas and Sundown, Texas. As per Interlocal Agreement for Street Maintenance Between Anton, Ropesville, Smyer and Sundown Texas recorded below.**

STATE OF TEXAS

COUNTY OF HOCKLEY

**INTERLOCAL AGREEMENT FOR STREET MAINTENANCE BETWEEN CITY OF ANTON, TEXAS AND HOCKLEY COUNTY, TEXAS**

THIS INTERLOCAL CONTRACT is entered into this 5<sup>th</sup> day of November, 2018, by and between the COUNTY OF HOCKLEY, TEXAS, acting by and through its duly authorized representatives, the Hockley County Commissioners Court, Sharla Baldrige, County Judge (hereinafter referred to as Hockley County) and City of Anton, Texas acting by and through its duly authorized representative, the City Council of Anton, Texas and the Mayor, (hereinafter referred to as Anton).

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code, as amended: and Section 251.012 of the Texas Transportation Code: and

WHEREAS, the governing bodies of the above named Government Units find that the undertaking is necessary for the benefit of the public and that each party has the legal authority to provide the governmental function or service which is the subject matter of this Contract and Government Units find that the performance of this Contract is in the common interest of both parties; and

WHEREAS, the governing bodies of the above named Government Units, both being political subdivisions of the State of Texas, desire to enter into an agreement whereby Hockley County, Texas will provide to Anton, Texas Street Maintenance.

FOR AND IN CONSIDERATION of the mutual undertaking hereinafter set forth and for adequate consideration given, the above named Government Units agree as follows:

**I.  
TERM**

This agreement shall become effective upon the date of execution by the last party signing the Agreement and shall continue in full force and effect for one year.

**II.  
TERMINATION**

It is further agreed by and between the parties hereto that either party shall have the right to terminate this Agreement for any reason without penalty upon sixty (60) days written notice to the other party of such intention to terminate.

**III.  
PAYMENT FOR SERVICES**

Payment shall be made by Anton to Hockley County, Texas.

**IV.  
RESPONSIBILITIES OF HOCKLEY COUNTY**

Hockley County will provide construction, improvements, maintenance or repair of Anton City streets that are an integral part of the County road system and to accomplish a County purpose. The streets maintained by Hockley County are for County business.

**V.  
HOLD HARMLESS**

Anton will hold Hockley County Harmless for any damages, lawsuits, attorney's fees, claims as a result of providing the Street Maintenance service. Anton will reimburse Hockley County for all expense in defending itself. Anton will provide a liability insurance policy to cover all damages, expenses, claims and attorney's fees.

**VI.  
IMMUNITY**

It is expressly understood and agreed that, in the execution of this Contract, neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

**VII.  
RESOLUTION**

This Agreement shall be executed by the duly authorized official(s) of each party.

**VIII.  
ENTIRE AGREEMENT**

This Contract embodies the entire agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.

**IX.  
VENUE**

The parties to this Agreement agree and covenant that this Agreement will be enforceable in Hockley County, Texas and that if legal action is necessary to enforce this Agreement exclusive venue will lie in Hockley County, Texas.

**X.  
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every

other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without first obtaining consent of the parties in writing. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

**XI.  
SEVERABILITY**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XII.  
APPLICABLE LAW**

This agreement is entered into subject to the laws of the State of Texas.

IN WITNESS WHEREOF, the parties enter into this Contract on the 5<sup>th</sup> day of November, 2018.

County of Hockley, Texas

City of Anton, Texas

Sharla Baldrige 11-26-18  
Sharla Baldrige, County Judge

Blake Cate  
BLAKE CATE, Mayor

Attest:

Jennifer Palermo  
Jennifer Palermo, County Clerk

Lisa Richardson  
Lisa Richardson, Secretary

STATE OF TEXAS

COUNTY OF HOCKLEY

**INTERLOCAL AGREEMENT FOR STREET MAINTENANCE BETWEEN CITY OF  
ROPESVILLE, TEXAS AND HOCKLEY COUNTY, TEXAS**

THIS INTERLOCAL CONTRACT is entered into this 13<sup>th</sup> day of November, 2018, by and between the COUNTY OF HOCKLEY, TEXAS, acting by and through its duly authorized representatives, the Hockley County Commissioners Court, Sharla Baldrige, County Judge (hereinafter referred to as Hockley County) and City of Ropesville, Texas acting by and through its duly authorized representative, the City Council of Ropesville, Texas, and the Mayor, (hereinafter referred to as Ropesville).

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code, as amended: and Section 251.012 of the Texas Transportation Code: and

WHEREAS, the governing bodies of the above named Government Units find that the undertaking is necessary for the benefit of the public and that each party has the legal authority to provide the governmental function or service which is the subject matter of this Contract and Government Units find that the performance of this Contract is in the common interest of both parties; and

WHEREAS, the governing bodies of the above named Government Units, both being political subdivisions of the State of Texas, desire to enter into an agreement whereby Hockley County, Texas will provide to Ropesville, Texas Street Maintenance.

FOR AND IN CONSIDERATION of the mutual undertaking hereinafter set forth and for adequate consideration given, the above named Government Units agree as follows:

**I.  
TERM**

This agreement shall become effective upon the date of execution by the last party signing the Agreement and shall continue in full force and effect for one year.

**II.  
TERMINATION**

It is further agreed by and between the parties hereto that either party shall have the right to terminate this Agreement for any reason without penalty upon sixty (60) days written notice to the other party of such intention to terminate.

**III.  
PAYMENT FOR SERVICES**

Payment shall be made by Ropesville to Hockley County, Texas.

**IV.  
RESPONSIBILITIES OF HOCKLEY COUNTY**

Hockley County will provide construction, improvements, maintenance or repair of Ropesville City streets that are an integral part of the County road system and to accomplish a County purpose. The streets maintained by Hockley County are for County business.

**V.  
HOLD HARMLESS**

Ropesville will hold Hockley County Harmless for any damages, lawsuits, attorney's fees, claims as a result of providing the Street Maintenance service. Ropesville will reimburse Hockley County for all expense in defending itself. Ropesville will provide a liability insurance policy to cover all damages, expenses, claims and attorney's fees.

**VI.  
IMMUNITY**

It is expressly understood and agreed that, in the execution of this Contract, neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

**VII.  
RESOLUTION**

This Agreement shall be executed by the duly authorized official(s) of each party.

**VIII.  
ENTIRE AGREEMENT**

This Contract embodies the entire agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.

**IX.  
VENUE**

The parties to this Agreement agree and covenant that this Agreement will be enforceable in Hockley County, Texas and that if legal action is necessary to enforce this Agreement exclusive venue will lie in Hockley County, Texas.

**X.  
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be

waived without first obtaining consent of the parties in writing. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

**XI.  
SEVERABILITY**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XII.  
APPLICABLE LAW**

This agreement is entered into subject to the laws of the State of Texas.

IN WITNESS WHEREOF, the parties enters into this Contract on the 13<sup>th</sup> day of November, 2018.

County of Hockley, Texas

City of Ropesville, Texas

Sharla Baldrige 11-26-18  
Sharla Baldrige, County Judge

Brenda Rabel  
\_\_\_\_\_, Mayor

Attest:

Jennifer Palermo  
Jennifer Palermo, County Clerk

Delia Cruz  
\_\_\_\_\_, Secretary

STATE OF TEXAS

COUNTY OF HOCKLEY

**INTERLOCAL AGREEMENT FOR STREET MAINTENANCE BETWEEN CITY OF SMYER, TEXAS AND HOCKLEY COUNTY, TEXAS**

THIS INTERLOCAL CONTRACT is entered into this 18<sup>th</sup> day of OCTOBER, 2018, by and between the COUNTY OF HOCKLEY, TEXAS, acting by and through its duly authorized representatives, the Hockley County Commissioners Court, Sharla Baldrige, County Judge (hereinafter referred to as Hockley County) and City of Smyer, Texas acting by and through its duly authorized representative, the City Council of Smyer, Texas and the Mayor, (hereinafter referred to as Smyer).

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code, as amended: and Section 251.012 of the Texas Transportation Code: and

WHEREAS, the governing bodies of the above named Government Units find that the undertaking is necessary for the benefit of the public and that each party has the legal authority to provide the governmental function or service which is the subject matter of this Contract and Government Units find that the performance of this Contract is in the common interest of both parties; and

WHEREAS, the governing bodies of the above named Government Units, both being political subdivisions of the State of Texas, desire to enter into an agreement whereby Hockley County, Texas will provide to Smyer, Texas Street Maintenance.

FOR AND IN CONSIDERATION of the mutual undertaking hereinafter set forth and for adequate consideration given, the above named Government Units agree as follows:

**I.  
TERM**

This agreement shall become effective upon the date of execution by the last party signing the Agreement and shall continue in full force and effect for one year.

**II.  
TERMINATION**

It is further agreed by and between the parties hereto that either party shall have the right to terminate this Agreement for any reason without penalty upon sixty (60) days written notice to the other party of such intention to terminate.

**III.  
PAYMENT FOR SERVICES**

Payment shall be made by Smyer to Hockley County, Texas.



**IV.  
RESPONSIBILITIES OF HOCKLEY COUNTY**

Hockley County will provide construction, improvements, maintenance or repair of Smyer City streets that are an integral part of the County road system and to accomplish a County purpose. The streets maintained by Hockley County are for County business.

**V.  
HOLD HARMLESS**

Smyer will hold Hockley County Harmless for any damages, lawsuits, attorney's fees, claims as a result of providing the Street Maintenance service. Smyer will reimburse Hockley County for all expense in defending itself. Smyer will provide a liability insurance policy to cover all damages, expenses, claims and attorney's fees.

**VI.  
IMMUNITY**

It is expressly understood and agreed that, in the execution of this Contract, neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

**VII.  
RESOLUTION**

This Agreement shall be executed by the duly authorized official(s) of each party.

**VIII.  
ENTIRE AGREEMENT**

This Contract embodies the entire agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.

**IX.  
VENUE**

The parties to this Agreement agree and covenant that this Agreement will be enforceable in Hockley County, Texas and that if legal action is necessary to enforce this Agreement exclusive venue will lie in Hockley County, Texas.

**X.  
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every

other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without first obtaining consent of the parties in writing. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

**XI.  
SEVERABILITY**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XII.  
APPLICABLE LAW**

This agreement is entered into subject to the laws of the State of Texas.

IN WITNESS WHEREOF, the parties enter into this Contract on the 18<sup>th</sup> day of OCTOBER, 2018.

COUNTY OF HOCKLEY, TEXAS

Sharla Baldrige 11-26-18  
Sharla Baldrige, County Judge

City of Smyer, Texas

Mary Beth Sims  
\_\_\_\_\_, Mayor

Attest:

Jennifer Palermo  
Jennifer Palermo, County Clerk

Jeanne Beard  
City Secretary



CITY OF SMYER  
P.O. BOX 203  
SMYER, TEXAS 79367

STATE OF TEXAS

COUNTY OF HOCKLEY

**INTERLOCAL AGREEMENT FOR STREET MAINTENANCE BETWEEN CITY OF  
SUNDOWN, TEXAS AND HOCKLEY COUNTY, TEXAS**

THIS INTERLOCAL CONTRACT is entered into this \_\_\_\_\_ of \_\_\_\_\_, 2018, by and between the COUNTY OF HOCKLEY, TEXAS, acting by and through its duly authorized representatives, the Hockley County Commissioners Court, Sharla Baldrige, County Judge (hereinafter referred to as Hockley County) and City of SUNDOWN, Texas acting by and through its duly authorized representative, the City Council of SUNDOWN, Texas and the Mayor, (hereinafter referred to as SUNDOWN).

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code, as amended: and Section 251.012 of the Texas Transportation Code: and

WHEREAS, the governing bodies of the above named Government Units find that the undertaking is necessary for the benefit of the public and that each party has the legal authority to provide the governmental function or service which is the subject matter of this Contract and Government Units find that the performance of this Contract is in the common interest of both parties; and

WHEREAS, the governing bodies of the above named Government Units, both being political subdivisions of the State of Texas, desire to enter into an agreement whereby Hockley County, Texas will provide to SUNDOWN, Texas Street Maintenance.

FOR AND IN CONSIDERATION of the mutual undertaking hereinafter set forth and for adequate consideration given, the above named Government Units agree as follows:

**I.  
TERM**

This agreement shall become effective upon the date of execution by the last party signing the Agreement and shall continue in full force and effect for one year.

**II.  
TERMINATION**

It is further agreed by and between the parties hereto that either party shall have the right to terminate this Agreement for any reason without penalty upon sixty (60) days written notice to the other party of such intention to terminate.

**III.  
PAYMENT FOR SERVICES**

Payment shall be made by SUNDOWN to Hockley County, Texas.

**IV.  
RESPONSIBILITIES OF HOCKLEY COUNTY**

Hockley County will provide construction, improvements, maintenance or repair of SUNDOWN City streets that are an integral part of the County road system and to accomplish a County purpose. The streets maintained by Hockley County are for County business.

**V.  
HOLD HARMLESS**

SUNDOWN will hold Hockley County Harmless for any damages, lawsuits, attorney's fees, claims as a result of providing the Street Maintenance service. SUNDOWN will reimburse Hockley County for all expense in defending itself. SUNDOWN will provide a liability insurance policy to cover all damages, expenses, claims and attorney's fees.

**VI.  
IMMUNITY**

It is expressly understood and agreed that, in the execution of this Contract, neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

**VII.  
RESOLUTION**

This Agreement shall be executed by the duly authorized official(s) of each party.

**VIII.  
ENTIRE AGREEMENT**

This Contract embodies the entire agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.

**IX.  
VENUE**

The parties to this Agreement agree and covenant that this Agreement will be enforceable in Hockley County, Texas and that if legal action is necessary to enforce this Agreement exclusive venue will lie in Hockley County, Texas.

**X.  
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without first obtaining consent of the parties in writing. Forbearance or indulgence by

either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

**XI.  
SEVERABILITY**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XII.  
APPLICABLE LAW**

This agreement is entered into subject to the laws of the State of Texas.

IN WITNESS WHEREOF, the parties enter into this Contract on the 13 day of November, 2018.

County of Hockley, Texas

City of Sundown, Texas

Sharla Baldrige 11-26-18  
Sharla Baldrige, County Judge

Jonathan Strickland  
Jonathan Strickland, Mayor

Attest:

Jennifer Palermo  
Jennifer Palermo, County Clerk

Lora Dickey  
City, Secretary

**Motion by Judge Baldrige, seconded by Commissioner Thrash, 5 Votes Yes,  
0 Votes No, that Commissioners Court approved the County Information Resources Agency Services  
Agreement between Hockley County and Texas Association of Counties. As per County Information  
Resources Agency Service Agreement recorded below.**

Hockley



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**COUNTY INFORMATION RESOURCES AGENCY  
SERVICES AGREEMENT**

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This Services Agreement is entered into between the County Information Resources Agency (CIRA) and the undersigned local government or governmental entity (Member), effective \_\_\_\_\_, 20 .

**FINDINGS:**

1. CIRA is an interlocal entity as authorized by the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791 to provide certain technology services to its members.
2. Member is a local government or governmental entity that has executed an Interlocal Participation Agreement with CIRA and would like to obtain technology services from CIRA.
3. Member's governing body approved execution of a Services Agreement with CIRA on 11-26, 2018.

**AGREEMENT:**

In consideration of the mutual covenants and agreements set forth below, CIRA and the Member agree as follows:

**1. GENERAL TERMS AND CONDITIONS**

**1.1 Definitions.**

- 1.1.1 "Member" includes the Member and all officials and employees who use CIRA Services.
- 1.1.2 "Services" means a CIRA-sponsored or -provided service authorized by this Agreement.

1.1.3 "TAC" means the Texas Association of Counties.

1.1.4 "User" includes any person authorized by Member to use CIRA email or other Services.

## **1.2 Scope and conflict.**

These General Terms and Conditions apply to the entire Agreement. If there is a conflict between this section and the specific terms and conditions for a particular Service, the individual terms and conditions govern. If the relationship between the terms is unclear the General Terms and Conditions will govern.

## **1.3 Authorized use.**

Member may use CIRA-provided Services for a public purpose only and not for any private pecuniary gain. Member agrees not to use a CIRA Service to conduct a business or activity or solicit the performance of an activity that is prohibited by law. Member agrees to use the Services only for lawful purposes and in accordance with this Agreement. CIRA may amend its policies and guidelines at any time without notice to the Member.

## **1.4 Abuse of Services and CIRA's rights.**

1.4.1 Prohibited activity. Activity that interrupts the normal use of the CIRA server or system for other CIRA Members is considered to be abuse of system resources and is prohibited. Examples of service abuse include spawning dozens of processes, or consuming excessive amounts of memory or CPU for long periods of time. Depending on the severity of the conduct or consequences, CIRA may issue a User that abuses the system an email warning or suspend the Member's or a User's account without notice. If CIRA determines that the abuse or misuse is unintentional, it may rescind a User's suspension.

1.4.2 Reporting required. Member must report to CIRA any information it has or obtains related to a current or past violation of CIRA policies or guidelines resulting in abuse of Services.

1.4.3 Investigation and action authorized. CIRA may investigate any reported violation of this Agreement or CIRA policies or guidelines and take any action that it deems appropriate and reasonable under the circumstance to protect CIRA servers and systems, Members or third parties. CIRA will not access or review the contents of any email or similar stored electronic communications except as required or permitted by applicable law or legal process.



1.4.4 Public information. Member also understands that information stored on CIRA servers and systems incident to use of CIRA Services may be subject to disclosure under the Public Information Act, Government Code Chapter 552.

1.4.5 Content restriction or removal. CIRA may, but is not obligated to, restrict or remove from its servers any content that violates this Agreement or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or that potentially violates any laws. If CIRA becomes aware that a Member or User has violated this Agreement or related policies or guidelines, third party rights or laws, CIRA may immediately take action, including:

- (a) issuing a warning;
- (b) suspending or terminating a Service;
- (c) restricting or prohibiting use of content hosted on CIRA's servers or systems; and
- (d) disabling or removing any hypertext link to third-party websites, any information or content distributed or made available for distribution through a Service, or other content not supplied by CIRA that, in CIRA's sole discretion, may violate a law or infringe on a third-party right or that otherwise exposes or potentially exposes CIRA to civil or criminal liability.

1.4.6 Editorial control. CIRA's rights under this Agreement do not obligate CIRA to monitor or exert editorial control over information or content made available by a Member for distribution through a Service.

## 1.5 Security.

1.5.1 Password protection. SECURITY IS THE RESPONSIBILITY OF EVERYONE. Member and each authorized User agree to keep individual passwords secure and not disclose individual passwords to any other person for any reason with the exception of a CIRA representative if User requests technical support. If a User believes that the security of a password has been compromised, it is the User's responsibility to change the password to prevent unauthorized access to an account. If a User loses or cannot remember a password, the User must contact CIRA immediately to request that the password be reset.

1.5.2 Security breach. Member and its Users are solely responsible for any security breaches affecting Member accounts. If a Member's account is

responsible for or involved in an attack on or unauthorized access into another server or system, CIRA may terminate the account and Services without notice.

1.5.3 Policy compliance. If a Member's failure to comply with the CIRA service agreement causes damage to a CIRA or third-party account, another Member, or CIRA systems, CIRA may hold the Member responsible for the costs incurred by CIRA to correct the security breaches and restore the servers or systems.

## **1.6 Intellectual Property.**

1.6.1 Compliance with copyright and other laws. Member agrees not to infringe or violate the rights of any third party, including any intellectual property rights, or violate any applicable law or regulation. Member agrees not to upload or transmit copyrighted materials using CIRA Services without the permission of the copyright holder or as otherwise permitted by law. Member is solely responsible for ensuring that it has the authorization necessary to publish or enable hypertext links from its website to other third-party websites.

1.6.2 CIRA's rights. CIRA retains exclusive proprietary rights to all materials it uses to provide Service under this Agreement, including:

- (a) computer software in object code and source code form;
- (b) data or information developed or provided by CIRA or its suppliers or agents under this Agreement;
- (c) know-how, methodologies, equipment, or processes used by CIRA to provide Services; and
- (d) copyrights, trademarks, patents, trade secrets, and any other proprietary rights related to the Services.

## **1.7 Disclaimer.**

1.7.1 No warranties. CIRA makes no warranties of any kind, either express or implied, for the Services it provides. CIRA disclaims any warranty of merchantability or fitness for a particular purpose. CIRA will not be responsible for any direct, indirect or consequential damages that may result from the use of its Services including loss of data resulting from delays, non-delivery or interruption in service. CIRA exercises no control over, and accepts no responsibility for, the content of the information passing through CIRA's servers, host computers, network hubs or the Internet. ALL SERVICES PERFORMED UNDER THIS AGREEMENT ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING ANY FAILURE BECAUSE OF COMPUTER HARDWARE OR COMMUNICATION SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CIRA

DOES NOT MAKE AND DISCLAIMS, AND MEMBER WAIVES ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

1.7.2 No liability. CIRA is not liable for any temporary delay, outages or interruptions of a Service, nor is CIRA liable for any damages resulting from a delay, outage or interruption. CIRA is not liable for unauthorized access to, or alteration, theft, or destruction of the website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devices, if resulting from the action of Members officials, employees or agents, or a third party authorized by Member. CIRA is liable for unauthorized access to, or alteration, theft, or destruction of the website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devices, if resulting from the action of CIRA's employees or agents, or a third party authorized by CIRA. CIRA's liability for any reason or any cause of action, including breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts is limited to three times the amount of annual fees actually paid to CIRA by Member under this Agreement.

#### **1.8 Indemnification and defense.**

Each party (Indemnitors) will indemnify and defend the other party and its officers, directors, employees, agents, successors and assigns (Indemnitees) from and against all claims, liabilities, damages and losses including without limitation attorneys' fees and costs arising out of or resulting from any claim brought or made by any third party against any Indemnitees and arising from: (i) any alleged or actual violation or infringement by Indemnitor of any copyright or other intellectual property of a third party in connection with this Agreement; (ii) death or injury to the extent caused by the negligence or willful misconduct of the Indemnitor, or any of Indemnitor's agents, employees or contractors; (iii) damage to, or loss or destruction of, any real or tangible personal property to the extent caused by the negligence or willful misconduct of the Indemnitor, its affiliates, or any of Indemnitor's or its affiliates' agents, employees or contractors; (iv) any violation of applicable law by the Indemnitor after the Effective Date; or (vi) any breach by the Indemnitor of any of its representations and warranties under the Agreement.

In claiming any indemnification under this provision, the Indemnitee shall promptly provide the Indemnitor with written notice of any claim that the Indemnitee believes falls within the scope of this provision. The Indemnitee may, at its own expense assist in the defense if it so chooses, provided that: (1) the Indemnitor shall control such defense and all negotiations relative to the settlement of any claim; and (2) any settlement intended to bind the Indemnitee shall not be final without the Indemnitee's written consent, which shall not be unreasonably withheld.

**1.9 Notice.**

All notices and communications under this agreement must be sent in writing to the following by United States Postal Service, hand delivery or email:

**To CIRA:**

**The County Information Resources Agency**  
c/o Texas Association of Counties  
1210 San Antonio Street  
Austin, Texas 78701  
Attn: CIRA Manager  
support@cira.state.tx.us

**To Member:**

To the Member Contact specified on the signature page.

**1.10 Term and Termination.**

1.10.1 Term. The term of this Agreement is from the effective date to December 31 of the same year. The Agreement will automatically renew annually for one-year terms beginning January 1 and ending December 31, unless terminated as provided in this section.

1.10.2 Agreement termination. Either party may terminate this Agreement at any time following 30-days written notice to the other party.

1.10.3 Service termination. Either party may terminate a Service at any time following 30-days written notice to the other party. If Member terminates a Service without cause, Member will not be entitled to a refund of fees paid under this Agreement. If CIRA fails to perform a Service under this Agreement and fails to cure the defect within 30 days of receiving written notice of the failure by the Member, Member may terminate for cause. If Member terminates this agreement for cause as provided in this section, Member will be entitled to

return of any fees paid for Services that have not been rendered at the time of termination.

**1.11 Applicable Law.**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Venue is in Travis County, Texas.

**1.12 Severability.**

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected.

**1.13 Amendment.**

Except as provide in Section 1.3, Authorized Use, this Agreement may not be amended or modified except in writing, as authorized by the governing bodies of CIRA and the Member.

**1.14 Third Party Rights.**

This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

**1.15 Assignment.**

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**1.16 Payment terms.**

CIRA will invoice Member for services under this Agreement as follows: (1) monthly for email; and (2) annually for websites. Member will pay within 30 days of receipt of invoice, unless other payment arrangements are approved in writing by CIRA. If Member fails to make a payment when due, CIRA may: (1) suspend services; and (2) charge a service charge of one percent per month on the total amount due or the maximum legal rate allowed by law, whichever is less. CIRA may recover legal costs, including attorney fees, if collection activities are required to collect outstanding fees under this Agreement.

## 2. TERMS AND CONDITIONS FOR EMAIL SERVICES.

### 2.1 Email storage.

A Member may not allow its employees to store personal emails on the email server, and should require employees to promptly delete personal email after it is sent or received. Member-related email should not be stored on the email server for more than 90 days.

### 2.2 Email deletion.

Member understands and agrees that CIRA may purge any *deleted* email that has been on the email server for more than 90 days after it has provided Member with 60 day notice that it intends to purge email, including the date of the purge. CIRA may purge any other email may be purged after one year, following 60 day notice to the Member that it intends to purge email.

### 2.3 Email backup.

CIRA Services under this agreement do not include making backup copies of email, and CIRA is not responsible for retrieving deleted or purged emails.

### 2.4 Records retention.

CIRA is not responsible for ensuring that the Member's officials and employees comply with applicable records retention laws and policies. **Member understands and agrees that it is the Member's obligation to ensure that emails subject to records retention requirements are retained in a format other than on the email server for an appropriate period of time.**

### 2.5 Email Administrator.

Member shall designate a person who will manage the Member's email accounts and perform the duties set forth below. CIRA will provide training to an Email Administrator as necessary to facilitate Member use of CIRA Services and to promote compliance with CIRA policies and guidelines. The frequency and content of any training provided under this section will be at CIRA's discretion.

### 2.6 Responsibilities of Email Administrator.

Responsibilities of the Email Administrator include:

2.6.1 Developing and implementing a procedure for determining which employees who will be allowed to use the available email accounts.

2.6.2 Maintaining a record of the name of each email User and a copy of each User's Individual User Agreement.

2.6.3 Resetting passwords and emphasizing the importance of proper security measures in the use of the password.

2.6.4 Assisting email account Users with complying with applicable records retention requirements and schedules and any Member policies regarding records management.

2.6.5 Adding, modifying and deleting email accounts in compliance with applicable records retention schedules and records management plans.

2.6.6 Notifying an individual User before deleting an email account to provide an opportunity for preservation of email off of the email server.

2.6.7 Configuring email programs on a Member's computers as necessary to access the email server.

## **2.7 E-mail Terms and Conditions; Individual User's Obligations.**

As a condition of a Member receiving email Service, each User authorized by the Member must agree to abide by the CIRA email terms and conditions by executing the form attached as Exhibit B and delivering it to the Member's Email Administrator. A User periodically may be required, prior to log in, to confirm the User's agreement to abide by CIRA's email terms and conditions. Member understands that a User's failure to confirm his or her agreement to abide by CIRA's email terms and conditions may result in the User's inability to access an email account. CIRA may change the terms and conditions for email Service and use as necessary to protect CIRA, its network, and its Members and their resources. To the extent practical, CIRA will promptly notify Member of any changes made to CIRA's email terms and conditions. CIRA will post the current version of the applicable terms and conditions on the CIRA website at [www.cira.state.tx.us](http://www.cira.state.tx.us).

## **2.8 Email security.**

2.8.1 Maintaining the security and integrity of the Member's e-mail system is VERY IMPORTANT and is EVERYONE'S RESPONSIBILITY.

2.8.2 Member agrees not to share an individual e-mail account or password with anyone. Alias, office, or department accounts may be shared but Users are strongly encouraged to limit access or use of the account to only those officials or employees who need access to perform their job duties.

2.8.3 Member agrees not to share email passwords with anyone. Technical exception will apply if the User requests assistance from a CIRA representative.

2.8.4 Each User's email password will be required to meet certain requirements set by CIRA for security purposes, and Member agrees to comply with those standards when establishing or changing an email password.

2.8.5 Member agrees to prohibit Users from leaving an email password in plain view on or near a computer.

### **2.9 Email Support.**

2.9.1 CIRA staff will provide basic email support and assistance to Member. CIRA staff is not liable for implementation or support for third-party mail client programs such as Outlook, Thunderbird, MacMail, etc. CIRA staff will provide instruction and settings for Email account setup, troubleshoot send and receive errors and password assistance. Member is responsible for support beyond these parameters. CIRA does not provide support for software applications, computer hardware, or operating systems for a User's computer.

## **3. TERMS AND CONDITIONS FOR WEBSITE SERVICES.**

### **3.1 Internet domain name.**

Member may authorize CIRA to obtain or host the Member's Internet domain name, by completing the form attached as Exhibit C. For example, the standard format for a county's Internet domain name is www.co. [county name].tx.us.

### **3.2 Internet service.**

CIRA does not provide a Member with Internet access as a part of its website Service. Member must make arrangements with an Internet provider for Internet access.

### **3.3 Server storage.**

CIRA will provide a Member with storage space on CIRA's server to house the data and files that constitute the Member's website. If a Member permits a specific department to operate a separate website, CIRA will also host that website at an additional charge for each website as provided in Exhibit A.



### **3.4 CIRA and TAC logos and links.**

Member agrees to allow CIRA to place CIRA and Texas Association of Counties (TAC) logos on the Member's website home page and to include a link to both the TAC and CIRA websites on the Member's home page.

### **3.5 Website accessibility and Service interruption.**

Except as provided below, CIRA will ensure that Member's website is accessible to third parties via the World Wide Web portion of the Internet 24 hours a day, seven days a week. At its sole discretion, CIRA may conduct maintenance and repair to its servers and systems which may result in a temporary loss of website accessibility or Service. Additionally, equipment failure may cause a temporary loss of website accessibility or Service. Member agrees that CIRA is not liable for any loss or interruption of website accessibility or Service regardless of the cause of interruption.

### **3.6 Content posting.**

3.6.1 CIRA is not responsible for providing or posting website content unless that Service is specifically selected on Exhibit A. If Member determines website content and posts directly to its website, it agrees to use the content management software authorized or provided by CIRA.

3.6.2 If Member elects for CIRA to manage website content for Member's website, then the scope for website content management will follow these guidelines:

- (a) CIRA will post all state mandated documents submitted by Member.
- (b) CIRA will update staff information and all basic text updates requested by Member
- (c) CIRA will post all photos, graphics and documents that are appropriate and submitted by Member.
- (d) Any edit request submitted by Member that is deemed a customization of the website will be subject to a customization fee and is not included in the annual content management fee. A CIRA representative will notify Member of potential charge and discuss the edit request in depth with Member before implementation.

3.6.3 Member is responsible for compliance with all statutory posting requirements for its website, regardless of whether CIRA is providing website maintenance service.

3.6.4 CIRA performs content management updates during the following business hours: Monday through Friday 8am to 5pm. Website posting requests received after 5pm will be processed on the following business day. In order to comply with Government Code §551.056, member is solely responsible for timely submission of materials to CIRA for purposes of compliance with statutory imposed deadlines; e.g. 72 hour notice for commissioners court agendas. Emergency meeting notifications will be posted promptly after actual receipt by a CIRA staff member.

3.6.5 Member is responsible for submitting time-sensitive posting requests to CIRA in a timely manner. CIRA is not responsible for failure to comply with legal mandate if Member submits a posting request outside the window of time required by the State of Texas.

3.6.6 Customization of county websites. If a member requests a website update that will alter the appearance of the website beyond the standard template, it will be considered a customization of the website, and the Member will be charged accordingly.

### **3.7 Third-party content.**

Member understands and agrees that Member and its individual Users are responsible for:

- (a) acquiring any authorization necessary for hypertext links to third-party web sites;
- (b) ensuring the accuracy of materials posted on the website, including third-party material; and
- (c) ensuring that the posted content does not infringe or violate any right, including an intellectual property right, of any third party.

### **3.8 Prohibited content.**

Member agrees not to place or allow a User to place on the website any content or materials that:

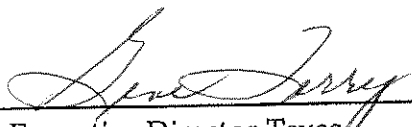
- (a) could be seen as obscene, threatening, or malicious;
- (b) violates an applicable law or regulation;
- (c) infringes on a proprietary, contract, or other third-party right, including an intellectual property right; or
- (d) is designed to cause damage or harm to a computer or computer system accessing the website, including interruption of service.

**4. ADDITIONAL SERVICES.**

**4.1** CIRA may offer Member services in addition email and website services as agreed to in writing by both parties in an addendum to this Agreement. Payment terms for any additional services will be included in the negotiated terms.


EXECUTED effective as of the date specified above:

**COUNTY INFORMATION RESOURCE AGENCY**

By:   
Executive Director Texas  
Association of Counties

Date: 11/28/18

**MEMBER:**

By:   
Sharla Baldrige  
[printed name]

Date: 11-26-2018

Hockley County Judge  
[title]

**MEMBER'S CONTACT:**

Name: Sharla Baldrige  
Title: Hockley County Judge  
Telephone Number: 806-894-6856  
Email Address: sbaldrige@hockleycounty.org  
Physical Address: 802 Houston St.  
Ste. 101  
Levelland, TX 79336

**MEMBER EMAIL ADMINISTRATOR:**

Name: Dustin Precure  
Title: IT Administrator  
Telephone Number: (806) 894-1110  
Email Address: dprecure@hockleycounty.org  
Physical Address: 802 Houston St. Ste #103  
Levelland TX 79336

## Exhibit A: Email & Website Services Pricing

### Email Services:

#### 1. Basic Email Account

**\$2.00 Per Email, Per Month**

- Rackspace Email
- Anti-virus and spam filters built-in
- Access email using mobile device, Rackspace Webmail or Outlook

#### 2. Hosted Microsoft Exchange Email Account

**\$10.00 Per Email, Per Month**

- Rackspace Hosted Microsoft Exchange Email
- Multi-layer spam and virus protection
- Microsoft Outlook Web App (OWA) to access email using mobile device
- Free ActiveSync for iPhone, Android and Windows Mobile devices
- Share contacts, tasks, calendars and folders

### Website Services:

#### 1. Standard Website Package

**\$800.00 Per Year; Annual Hosting Fee**

- Pre-Designed Website Template
  - Standard Color Options
  - Logo
  - Member Name added to header
- Titanium Lite Content Management System (CMS)
- Website Setup and Project Management

#### 2. Premium Website Package

**\$3,995.00 One-Time Setup Fee + Additional Pricing (varies)**

- Custom Designed Website Templates
- Titanium Content Management System (CMS)
- Website Setup and Project Management

- Online Training Session for Content Managers
- Optional CMS Modules Available Upon Request (i.e. blogs module, database module, custom site search engine, mobile website, etc.)
- One Year Website Hosting Included (*Note: The free year of hosting begins when the project starts, not when the website goes "live". Annual hosting fees vary based on package selections, including optional CMS modules.*)

## **ADDITIONAL WEBSITE SERVICES**

### **Website Content Management**

**\$725.00 Per Year**

- CIRA maintains member's website, including website postings, website edits and website updates.
- Member is responsible for providing content for CIRA to post to the member's website.
- Member is responsible for maintaining compliance with the mandated posting requirements set forth by the Texas Legislature (see Attachment A), along with providing content to CIRA in a timely manner.
- Member has the option to edit and update the website.

### **Website Content Migration**

**\$50.00 Per Hour**

- Migrate content from another website to a standard or premium website.
- Migrate content from a standard website to a premium website.
- Auto Migration Tool – The auto-migration tool will migrate all existing content to a premium website. Pricing varies. This option is only available to counties that upgrade from one EzTask product to another, it is not compatible with websites that do not utilize the EzTask platform.

### **Website Content Customization**

**\$50.00 Per Hour**

- If a member requests a website update that will alter the appearance of the website or if the request is beyond the scope of normal posting procedure, the member will incur a website customization charge.

**Exhibit B: Email Terms and Conditions; Individual User's Agreement.**

As a condition of receiving access to the email Service provided by the County Information Resources Agency (CIRA), I understand and agree that:

1. I must comply with CIRA's email terms and conditions as attached to this agreement;
2. The email terms and conditions may be revised by CIRA from time to time and that the current version of the applicable terms and conditions is the version be posted on the CIRA website:  
[www.cira.state.tx.us](http://www.cira.state.tx.us);
3. I may periodically be required, before I am allowed to log into my email account, to confirm my agreement to abide by CIRA's terms and conditions;
4. My failure to confirm my agreement to abide by CIRA's email terms and conditions may result in CIRA's refusal to allow me access to my email account;
5. I will keep my password secure and not disclose it to any other person **for any reason**
6. If I believe that the security of my password has been compromised, I will immediately change it to prevent unauthorized access to my email account; and
7. If I lose or cannot remember my password, I will immediately contact CIRA to request that my password be reset.

SIGNED the \_\_\_ day of \_\_\_\_\_, 20 .

USER:

\_\_\_\_\_  
Printed Name: \_  
Title: \_\_\_\_\_  
Email address: \_\_\_\_\_

**Version: [2018]**

Exhibit C: Internet Domain Name Authorization Form for a County.

<Insert Date>

Dear CIRA Manager,

On behalf of <insert county name> County, Texas, I hereby authorize the County Information Resources Agency (CIRA) to register our Internet domain name as co.[county].tx.us and to host our domain.

As County Judge of <insert county name> County, Texas, I have authorized the CIRA Manager to act on behalf of <insert county name> County, Texas in the registration of this domain.

Additionally, I confirm the County's agreement and recognition of Neustar as the authorized entity to manage the delegation process on behalf of <insert county name> County, Texas.

Please register the following administrative and technical contacts for this domain:

Administrative Contact: CIRA Manager  
County Information Resources Agency  
P.O. Box 2131  
Austin, TX 78768-2131  
Phone: 512-478-8753  
Fax: 512-479-1807  
e-mail: [support@cira.state.tx.us](mailto:support@cira.state.tx.us)

Technical Contact: CIRA Manager  
County Information Resources Agency  
P.O. Box 2131  
Austin, TX 78768-2131  
Phone: 512-478-8753  
Fax: 512-479-1807  
e-mail: [support@cira.state.tx.us](mailto:support@cira.state.tx.us)

Sincerely,  
<insert signature block>



Exhibit D: CIRA Service Order Form.

Member Name: Hockley County

Please place an "X" in the box next to the service you would like to use. For Email Service please indicate the number of Email accounts.

**EMAIL SERVICES**

- Basic Email service - \$2.00 per Email account per month
  
  - Exchange Email service- \$10.00 per Email account per month  
*Mobile Sync is included with the Exchange Email service.*
  
  - Mobile Sync - \$1.00 per Email account per month
- 

**WEBSITE SERVICES**

- Standard Website Package  
Package includes standard website template and website hosting- \$800.00 a year.
  
- Custom Website Package  
Package pricing starts at \$3,995.00 and includes one year of website hosting. The free year of hosting begins when the project starts, not when the website goes "live". Annual hosting fees vary based on package selections, including optional CMS modules.
  
- Additional Service Options:**
- Website Content Management - \$725.00 a year
  
- Website Content Customization - \$50.00 an hour
  
- Website Content Migration - \$50.00 an hour

Authorized Signature: Sharla Baldrige  
Printed Name: Sharla Baldrige  
Title: Hockley County Judge

**Discussion and review of the proposed Courthouse Security procedures.**

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

The foregoing Minutes of a Commissioner's Court meeting held on the 26<sup>th</sup> day of November, A. D. 2018, was examined by me and approved.

Curtis Thomas  
Commissioner, Precinct No. 1

J. L. Barnett  
Commissioner, Precinct No. 3

Jamy Carter  
Commissioner, Precinct No. 2

Jamie Clever  
Commissioner, Precinct No. 4

Sharla Balbridge  
County Judge

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

