

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

Notice is hereby given that a Regular Meeting of the above named Commissioners' Court will be held on the 6<sup>th</sup> day of August, 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 Meetings of the Commissioners' Court held on Monday, July 23, 2018 and on Wednesday, July 25, 2018.
2. Read for approval all monthly bills and claims submitted to the court and dated through August 6, 2018.
3. Hear the monthly Public Assistance Report.
4. Consider and take necessary action to approve the Contract and Agreement concerning ambulance service between the City of Littlefield and Hockley County.
5. Consider and take necessary action to approve the one (1) year no cost extension contract amendments to the current FY 2018 Statewide Automated Victim Notification Service (SAVNS) contract.
6. Consider and take necessary action to approve the Texas Department of Motor Vehicle imposition of optional fees for Calendar Year 2019.
7. Consider and take necessary action to approve the Intergovernmental Lease Agreement Extension Amendment between Hockley County and the State of Texas by and through the Health and Human Services Commission.
8. Consider and take necessary action to award the bid to provide inmate meals to the Hockley County Jail.
9. Discussion concerning reinstating the Order Prohibiting Outdoor Burning.
10. Consider and take necessary action to approve to reinstate the Order Prohibiting Outdoor Burning.
11. Consider and take necessary action to approve the Plat for Phase II of the Willow Baccharis Subdivision.
12. Consider and take necessary action to approve the following five (5) road crossings for Occidental Permian all in Precinct 2: three (3) road crossings on Sagebrush Road, one (1) road crossing on Mineral Road and one (1) road crossing on Tumbleweed Road.

**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 2<sup>nd</sup> day of August, 2018, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

FILED FOR RECORD  
AT \_\_\_\_\_ O'CLOCK \_\_\_\_ M.

Dated this 2<sup>nd</sup> day of August, 2018.

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

AUG 02 2018  
*Jennifer Palermo*  
County Clerk, Hockley County, Texas

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REGULAR MEETING  
August 6, 2018

Be it remembered that on this the 6<sup>th</sup> day of August A.D. 2018, there came on to be held a Regular meeting of the Commissioners' Court, and the Court having convened in Regular session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Sharla 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 Clevenger, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on July 23<sup>rd</sup>, 2018, A. D., and July 25<sup>th</sup>, 2018 A.D., be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Votes Yes 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through August 6<sup>th</sup>, 2018, A. D. be approved and stand as read.

Rebecca Currington, Public Assistance Administrator reported her July 2018, monthly approvals and denials request for Public Assistance, as per Report recorded below.

Upon recommendation by Rebecca Currington, Public Assistance Administrator, the following list of applicants' requests for public assistance, have been approved or denied for the month of July 2018.

**APPROVED APPLICANTS**

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>	<u>REQUEST</u>	<u>AMOUNT</u>
Yvonda Wilhelm	808 Ave. H, #104	Levelland	Shelter	\$150.00
Stephanie Mosley	808 Ave. H, #106	Levelland	Shelter	\$150.00
Amy Daggett	1010 West Ave., #B	Levelland	Electric	\$ 71.56

**DENIED APPLICANTS**

The below listed applicants have been denied their public assistance request for one/more of the following reasons:

- Income of applicant(s) exceeds that of an indigent person, according to the guidelines of the Commissioners' Court of Hockley County, Texas.
- Applicant is in an all adult household in which no one is receiving Social Security due to age or disability.
- Not all money received by household, either income, available funds or contribution, was reported by household.
- Conflict of information regarding either household members or income received.
- No emergency situation exists as loss of job income was not due to illness or layoff.
- Other reason -

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>
Trema Morris	1815 McKinley	Levelland
Juline Herald	903 S. Alamo, #13	Levelland
Jessica Brown	701 MLK, #217	Levelland

**PAUPER CREMATION APPROVALS**

<u>APPLICANT / DECEASED</u>	<u>PHYSICAL ADDRESS</u>	<u>CITY</u>	<u>AMOUNT</u>

**Motion by Commissioner Clevenger, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners's Court approved the Contract and Agreement concerning Ambulance Service between the City of Littlefield and Hockley County. As per contract and agreement concerning ambulance services recorded below.**

## CONTRACT AND AGREEMENT CONCERNING AMBULANCE SERVICE

THIS AGREEMENT is made and executed by and between the **CITY OF LITTLEFIELD, TEXAS**, acting through its Mayor, ERIC TURPEN, pursuant to Resolution adopted by the City Council of the CITY OF LITTLEFIELD, at its regular meeting on the 24<sup>th</sup> day of July, 2018 (hereinafter called "Littlefield"), and **HOCKLEY COUNTY, TEXAS**, acting by and through its County Judge, SHARLA BALDRIDGE, pursuant to Resolution adopted by the Commissioners Court of the Hockley County, at a regular meeting on the 6<sup>th</sup> day of August, 2018 (hereinafter called "Hockley County"), on the following terms and conditions:

### Statement

It is the desire of Hockley County to have Littlefield provide ambulance service, which provides support for the Hockley County ambulance service for the general well-being and welfare of the citizens of Hockley County.

In order to provide such service, it is agreed that Hockley County will pay Littlefield Fifteen Thousand Six Hundred Fifty Dollars and No/100ths (\$15,650.00) per year in monthly installments. The monthly installments of One Thousand Three Hundred Four and 17/100ths Dollars (\$1,304.17) will be paid with the first monthly payment being made on or before the 5<sup>th</sup> day of January 2019 and a like payment on or before the same day of each month following next successively thereafter for the term of this Contract.

### Terms and Conditions

- (1) The responsibility for operating, contracting, maintaining, supervising, or otherwise conducting the emergency ambulance service shall be the sole responsibility of Littlefield. Provided, however, that Hockley County agrees to indemnify and hold harmless Littlefield, its agents, officers, and employees for any actions, failures, or admissions of anyone performing the ambulance service, as provided herein.
- (2) Littlefield will **not** maintain any type of facilities where ambulances are stored within the County Limits of the Hockley County, but will continue to operate out of Littlefield's facility in Littlefield, Texas. Therefore, there is a longer response time that may be necessary for the residents of Hockley County, and Hockley County hereby accepts responsibility for any damages that may be caused because of the additional time in responding to any calls.


### General Provisions

- (3) The parties agree that each party has the authority to enter into this Contract and such authority has been authorized by the governing body of the Hockley County and the City of Littlefield, respectively.
- (4) The Contract is a term of one (1) year commencing on the 1<sup>st</sup> day of January 2019 and ending on the 31<sup>st</sup> day of December 2019.


- (5) Hockley County is paying for the services provided by Littlefield from current revenues available to Hockley County. In this regard, Hockley County represents and warrants that it has budgeted from its current revenues sufficient funds to pay for the cost of the services to be provided by Littlefield.
- (6) Notwithstanding anything to the contrary herein, Littlefield shall not be obligated to perform this Contract if Littlefield does not have the resources to perform the Contract for any reason whatsoever. In the event Littlefield cannot respond or cannot perform this Contract, Littlefield will dispatch the next closest unit.
- (7) Both parties acknowledge that they are authorized to enter into this Contract pursuant to the Texas Government Code, and agree that they have complied with all provisions of such Code and other applicable laws to make this a binding Contract between both parties.
- (8) This Agreement is performable in Lamb County, Texas and the parties agree that any suit arising from this Contract and Agreement Concerning Ambulance Service shall be brought to Lamb County, Texas.
- (9) The terms of this Agreement cannot be modified except by written agreement signed by all parties hereto.

SIGNED and entered this the 6<sup>th</sup> day of August, 2018.

LITTLEFIELD, TEXAS

By:   
Eric Turpen, Michael Rangel  
Mayor Pro Tempore

HOCKLEY COUNTY, TEXAS

By:   
Sharla Baldrige, J  
Hockley County Judge

**Motion by Commissioner Carter, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved the one (1) year no cost extension contract amendments to the current FY 2018 Statewide Automated Victim Notification Service (SAVNS) contract. As per contract recorded below.**

**FIRST AMENDMENT TO  
SAVNS MAINTENANCE GRANT CONTRACT**

OAG Contract No. 1877190-01

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

**INDUCEMENTS**

**Whereas**, the OAG and GRANTEE agreed to and executed that certain Grant Contract, identified as OAG Contract No. 1877190 (the "Original Contract").

**Whereas**, the OAG and GRANTEE desire to amend the terms of the Original Contract as set forth hereinafter and intend to create a new contract consisting of the amended provision of this **FIRST AMENDMENT TO GRANT CONTRACT**, identified as the "First Amendment Contract" and the remaining unchanged provisions of the Original Contract.

**NOW, THEREFORE**, in consideration of the inducements, mutual covenants and conditions herein contained, the Parties agree as follows:

**SECTION 1. AMENDED SECTION OF ORIGINAL CONTRACT**

The OAG and GRANTEE agree to amend Section 2 of the Original Contract to read as follows:

**SECTION 2. TERM OF THE CONTRACT** This contract shall begin on September 1, 2017 and shall terminate August 31, 2019, unless it is terminated earlier in accordance with another provision of this contract.

**SECTION 2. ENTIRE AGREEMENT**

The entire agreement between the OAG and GRANTEE consists of the new provision of this First Amendment Contract and the remaining unchanged provisions of the Original Contract. No prior agreement or understanding, oral or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this contract.

**Office of the Attorney General**

**Grantee**

DocuSigned by:  
*Adrienne McFarland*  
E7D80795EB314B1...

DocuSigned by:  
*Sharla Baldridge*  
F1AC1A49CFF6470...

Authorized Official





**RE:** FY18 SAVNS Maintenance Grant Contract Coversheet

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**\*\*\* FOR OAG INTERNAL USE ONLY \*\*\***

**GCD contract number:** 1877190

**Grantee:** Hockley County

**Amount:** \$6,389.38

**Executed:** 2/28/2018

**Term:** Sept. 1, 2017–Aug. 31, 2018

**Budget coding:**

<b>ORG</b>	<b>PCA</b>	<b>Agy Obj</b>
966	10352	5137

## SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 1877190

This contract is executed between the Office of the Attorney General (OAG) and Hockley County (GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this 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 SAVNS services delivered to GRANTEE by the vendor certified by the OAG.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 15, 2013. After an evaluation of offers, the OAG identified and certified a single vendor to provide statewide automated victim notification services ("SAVNS services"). The initial term of the Vendor Certification was from September 1, 2013 to August 31, 2015. The OAG exercised its option and extended the term until August 31, 2019 (the "Vendor Renewal Certification"). The Vendor Renewal Certification is attached hereto as Exhibit C and incorporates 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, 2017 and shall terminate August 31, 2018, unless it is terminated earlier in accordance with another provision of this contract.

### SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

**3.1. Grantee Services Agreement.** GRANTEE will execute a contractual "Services Agreement" with the Certified Vendor to provide services consistent with, and subject to the limitations contained in, the OAG Vendor Certification documents. The Services Agreement shall consist of the VINE Service Agreement attached to DIR-TSO-3937 as Appendix D

(available at <http://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-TSO-3937>), as it and the related contract documents existed on September 1, 2017, as modified by the specific language provided in Exhibit B, which is attached hereto. GRANTEE acknowledges and agrees that it will only be eligible to receive grant funds under this contract if the Services Agreement includes the required modified language in Exhibit B. GRANTEE further acknowledges and agrees that no changes or modifications may be made to the Services Agreement or to any executed Services Agreement between GRANTEE and the Certified Vendor, except as permitted by OAG or as required by this contract. Moreover, GRANTEE is hereby placed on immediate financial hold, consistent with Section 9.2 of this contract, and will remain on financial hold until OAG receives an executed copy of the Services Agreement required by this section.

**3.2 Grantee Maintenance Plan.** GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate, and relevant to support the SAVNS services; verify the Certified Vendor's performance according to the 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 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 on a timely basis.

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

**3.4 Cooperation with Statewide Stakeholders.** GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE, and the other Statewide Stakeholders in the overall monitoring, inspection, and verification of the Certified Vendor's performances.

**3.5 Scope of Services.** For the purpose of this 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.

**3.6 Special Conditions.** The OAG may, at its sole discretion, impose special conditions on GRANTEE, without notice and without amending this contract. The imposition of any special conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all special conditions are satisfied.

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

**4.1.2 Cooperation; Additional Information.** GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

**4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact.** GRANTEE shall submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. Such notice shall be provided, when possible, in advance of such change, but in no event later than ten (10) business days after the effective date of such change. A change in GRANTEE's name requires an amendment to the contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with actual authority to act on behalf of GRANTEE. To change 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 other applicable requirements; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply

with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles or other recognized accounting principle.

**4.1.5 Security and Confidentiality of Records.** GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

**4.1.6 Public Information Act.** 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 must 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 from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

**4.2.3 Other Program Reports.** GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

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

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

**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 will be paid on a 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 of each fiscal year covered by the term of this contract, 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.** 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. 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 invoice GRANTEE by September 15 of each fiscal year covered by the term of this contract.
- 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 four quarters for each fiscal year covered by the term of this contract end respectively on November 30, February 28, May 31, and August 31. GRANTEE shall include a 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 for each quarter during each fiscal year covered by the term of this contract 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 each respective quarter, as defined above. The payment will be generated no later than the thirtieth (30th) day after the OAG receives a correct and complete invoice and any other information or documentation required by this contract or the OAG. If an invoice is submitted after the fifth (5th) day of any month following the end of the respective 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 respective 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 forty-five (45) days after the earlier of (1) the termination of this contract; or (2) the end of each state fiscal year covered by the term of this contract.

**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 not to be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG, in its sole discretion, may offset and deduct the amount of the overpayment from any amount owed as a reimbursement under this contract, or may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct any amount. GRANTEE and/or the Certified Vendor shall promptly refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

**4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination.** GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this 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 or 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 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 is void unless supported by a written amendment to this contract executed between OAG and GRANTEE.

**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.

**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 is 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 providing written notice to the other Party thirty (30) calendar days before the effective date of such termination.

**6.2 Termination for Cause.** In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, 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 all or some of the grant funds paid under this contract. Such funds include those funds representing the number of months of SAVNS services that were previously invoiced and paid by the OAG under this 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 all records as are necessary to fully disclose the extent of services provided under this contract for a period of seven (7) years after the later of (a) the submission of the last expenditure report required under this contract, or (b) the full and final resolution of all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving this contract. The records include, but may not be limited to, the contract, any contract solicitation documents, 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 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 OAG shall provide GRANTEE with up to five (5) business days' notice of any such examination or audit.

**7.5 State Auditor.** In addition to and without limitation on the other audit provisions of this 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@oag.texas.gov

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

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@oag.texas.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.

**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, and Other Applicable Requirements.** GRANTEE agrees to comply with all applicable federal and state laws and any other requirements, including 2 CFR Part 200, 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, including Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, which are incorporated herein by reference, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance

with 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 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. 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 Does Not Boycott Israel.** As required by Texas Government Code, section 2270.002, GRANTEE certifies, by executing this contract, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee.

**10.6 Prohibited Company.** GRANTEE certifies, by executing this contract, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, is a company with which OAG is prohibited from contracting under Texas Government Code, section 2252.152.

**10.7 Law Enforcement Funding.** To the extent applicable, GRANTEE acknowledges that, under article IX, section 4.01 of the General Appropriations Act for the term covered by this contract, funds may only be expended under this contract if GRANTEE is in compliance with all rules developed by the Commission on Law Enforcement or if the Commission on Law Enforcement has certified that GRANTEE is in the process of achieving compliance.

**10.8 Restriction on Abortion Funding.** GRANTEE acknowledges that, under article IX, section 6.25 of the General Appropriations Act for the term covered by this contract, and except as provided by that Act, funds may not be distributed under this contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a

franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

## **SECTION 11. SPECIAL TERMS AND CONDITIONS**

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

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

**GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this 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 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 GRANTEE may

copyright any original books, manuals, films, or other original material and intellectual property developed or produced out of funds obtained under this contract, subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. GRANTEE hereby grants the OAG an unrestricted 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 in the exercise of its sole discretion, any component of such intellectual property.

**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, Assignment, or Delegation 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, assign any of its rights, or delegate any of its duties under this contract without the prior written approval of the OAG. GRANTEE agrees the OAG maintains complete discretion in evaluating any request to subcontract, assign any right, or delegate any duty under this contract, and the OAG may withhold its approval for any reason or no reason. If the OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

**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.

## **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.

**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.

**OFFICE OF THE ATTORNEY  
GENERAL**

**Hockley County**

DocuSigned by:  
*Adrienne McFarland*  
E7D80795EB314B1...

DocuSigned by:  
*Sharla Baldrige*  
F1AC1A48CFF6470...

Office of the Attorney General

Printed Name: Sharla Baldrige  
Authorized Official

**SAVNS MAINTENANCE GRANT CONTRACT**

**OAG Contract No. 1877190**

**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:

<b>Event</b>	<b>Cost for Jail</b>	<b>Cost for Courts</b>	<b>Maximum Number of Months</b>	<b>Total Grant Funds SHALL NOT EXCEED</b>
<b>Standard Maintenance Phase</b>	\$5,431.48	\$957.90	12	<b>\$6,389.38</b>

**AS PROVIDED BY THIS CONTRACT, GRANTEE SPECIFICALLY UNDERSTANDS AND AGREES IT ASSIGNS 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.

**SAVNS MAINTENANCE GRANT CONTRACT**

**OAG Contract No. 1877190**

**EXHIBIT B**

The following language shall replace the current language in Section VIII of the VINE Service Agreement attached to DIR-TSO-3937 as Appendix D:

**VIII. Confidentiality.** The Service Provider shall not disclose any Confidential Information without the Customer's express, prior written permission, except to the extent that a disclosure is required by law or court order. For purposes of this paragraph, "Confidential Information" means all documents, reports, data, records, forms, and other materials obtained by the Service Provider from the Customer in the course of performing any Services (including, but not limited to, the Customer records and information): (i) that have been marked as confidential; (ii) whose confidential nature has been made known by the Customer to the Service Provider; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential. Notwithstanding the foregoing, "Confidential Information" does not include information in the public domain.

In addition, the Service Provider shall not remarket or utilize any documents, reports, data, records, forms, or other materials created or obtained in relation to the VINE System, except as consistent with the terms of the Office of the Attorney General of Texas's Vendor Renewal Certification for the Statewide Automated Victim Notification Service.

**SAVNS MAINTENANCE GRANT CONTRACT**

**OAG Contract No. 1877190**

**EXHIBIT C**



**KEN PAXTON**

ATTORNEY GENERAL OF TEXAS

**Vendor Renewal Certification  
for the  
Statewide Automated Victim Notification Service (SAVNS)**

The Office of the Attorney General (OAG) initially accepted the offer of Appriss, Inc. to perform the requested Scope of Services - Statement of Work Requirements and Terms of Conditions Applicable to Vendor Certification submitted in the original response to the Request for Offer (RFO) for Statewide Automated Victim Notification Service (SAVNS), RFO #302-14AT-SAVNS, dated May 15, 2013. The original term of certification was for the period of September 1, 2013 to August 31, 2015. The RFO allowed the OAG to extend the certification for two additional two-year terms with the first optional renewal term to begin September 1, 2015. The OAG has previously exercised the first extension.

At this time, the OAG elects to extend the Vendor Certification for the Statewide Automated Victim Notification Service to Appriss Inc. for the second and final two-year renewal allowed in the RFO. This extension will be for the period beginning September 1, 2017 to August 31, 2019 and will be based on the Pricing Model that was approved in the original RFO response and subject to funding availability.

Consistent with the OAG's authority contemplated by the RFO, the OAG issues this certification under the limitations specified herein. The OAG's certification extends only to contracts relating to the SAVNS program that utilize the VINE Services Agreement template provided by the OAG. The OAG may withdraw this certification if Appriss violates any provision in the agreement template or any restriction contained herein. With the exception of information in the public domain, Appriss may not utilize SAVNS data for any purpose other than providing or improving Appriss' own existing products and services to Law Enforcement Agencies and Government Agencies. For purposes of this paragraph, "utilize SAVNS data" includes, but is not limited to, receiving, maintaining, disseminating, retaining, or otherwise providing access to any information obtained or extrapolated from data obtained under the SAVNS program. "Government Agency" means an organization created by or pursuant to the Constitution of the United States or the constitution of a state of the United States and operated for public purposes. The term "Government Agency" shall not include any quasi-governmental entity or government-sponsored enterprise or corporation. "Law Enforcement Agency" means a Government Agency or an organizational unit within a Government Agency with authority to enforce state or federal criminal laws, which includes, but is not limited to, prevention, detection, and investigation of crime, and the apprehension and incarceration of alleged offenders.

The Vendor Certification is subject to Appriss' continued adherence to any and all requirements in the RFO and the accepted response. The OAG may terminate or modify this certification at any time for failure to comply with any requirements of the RFO or to comply with any Texas or federal law.

AGREED AND ACCEPTED:

[Signatures on file]

Adrienne McFarland  
Deputy A.G. for Criminal Justice  
Office of the Attorney General

Joshua P. Bruner  
President, Appriss Safety  
Appriss Inc.

**Motion by Commissioner Barnett, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners's Court approved the Texas Department of Motor Vehicle imposition of optional fees for Calendar Year 2019. As per Texas Department of Motor Vehicle Imposition recorded below.**



July 16, 2018

The Honorable County Judge

Re: Imposition of Optional Fees for Calendar Year 2019

Your Honor:

County commissioners courts are statutorily required to notify the Texas Department of Motor Vehicles (TxDMV) each year regarding the imposition or removal of optional fees. Notice must be made to the TxDMV each year by September 1 with new fees taking effect each year on January 1. This letter and attachments will provide information on how to submit the calendar year 2019 notification to the TxDMV. The following is a brief description of the local optional fees from Chapter 502 of the Transportation Code:

County Road and Bridge Fee (Section 502.401):

- may not exceed \$10;
- fees collected must be credited to the county road and bridge fund.

Child Safety Fee (Section 502.403):

- may not exceed \$1.50;
- revenue must be used for school crossing guard services; remaining funds must be used for programs to enhance child safety, health, or nutrition, including child abuse intervention and prevention and drug and alcohol abuse prevention.

Transportation Project Fee (Section 502.402) applies to Bexar, Cameron, El Paso, Hidalgo, and Webb counties only:

- may not exceed \$10 or \$20 for those meeting population requirements under Section (b) and (b-1);
- revenue must be used for long-term transportation projects.

Please complete the attached form, *Imposition of Optional Fees*, and return to the TxDMV. If your county will keep the same optional fees for calendar year 2019, select OPTION A. If your county will change fees, select OPTION B, and return the form with a copy of the court order.

Deadline: Please return the form on or before Monday, August 27, 2018, by email to:

**DMV\_OptionalCountyFeeUpdates@TxDMV.gov**. (please note the underscore between DMV and Optional)

If you have any questions, please contact Tiffany McGehee, Registration Services, at (512) 465-1346. Thank you for your timely response.

Sincerely,

Jeremiah Kuntz, Director  
Vehicle Titles and Registration Division  
Texas Department of Motor Vehicles

JK:TT:TM

Attachments

cc: County tax assessor-collectors

**INSTRUCTIONS:** Complete and return this form (including court orders if required) to the TxDMV via email.

Email to: *DMV\_OptionalCountyFeeUpdates@TxDMV.gov*

Please submit at your earliest convenience, but no later than **Monday, August 27, 2018.**

**County Name:**     *Hockley*    

**SELECT ONLY ONE OPTION BELOW:**

**OPTION A – No change. This county will charge the same fees in 2019.**



# TEXAS REGISTRATION FEES

EFFECTIVE January 1, 2018

EXPIRES December 31, 2018

## STATE LAW ALLOWS THE COLLECTION OF LOCAL FEES AT THE TIME OF VEHICLE REGISTRATION

Below are local fees collected with vehicle registration fees through the County Tax Assessor-Collector's office.  
The total fee on the registration renewal notice includes applicable local fees.

Anderson \$10.25	Brazos \$11.50	Coke \$10	Denton \$11.50	Freestone \$10	Harris \$11.50	Jasper \$10	Lampasas \$11.50	McLennan \$11.50	Orange \$10	Rusk \$11	Taylor \$10	Wharton \$10
Andrews \$7	Brewster \$10	Coleman \$10	DeWitt \$10	Frio \$11.50	Harrison \$11.50	Jeff Davis \$11.50	La Salle \$10	McMullen 0	Palo Pinto \$10	Sabine \$11	Terry \$10	Wheeler \$6.50
Angelina \$10	Briscoe \$10	Collin \$11.50	Dickens \$10	Gaines 0	Hartley \$10	Jefferson \$10	Lavaca \$10	Medina \$10	San Augustine \$11.50	San Antonio \$11.50	Terrell \$10	Wichita \$10
Aransas \$10	Brooks \$11.50	Collingsworth \$10	Dimmitt \$11.50	Galveston \$10	Haskell \$10	Jim Hogg \$11.50	Lee \$10	Menard \$11.50	Parker \$10	San Jacinto \$11.50	Throckmorton \$10	Wilbarger \$10
Archer \$10	Brown \$11.50	Colorado \$10	Donley \$10	Garza \$10	Hays \$10	Jim Wells \$11.50	Leon \$10	Parmer \$10	Pecos \$10	San Patricio \$11.50	Titus \$10	Willacy \$10
Armstrong \$10	Burleson \$10.75	Comal \$11.50	Duval \$10	Gillespie \$11.50	Hemphill \$5	Johnson \$11.50	Liberty \$10	Pecos \$10	Polk \$11.50	San Saba \$10	Tom Green \$11.50	Williamson \$11.50
Atascosa \$10	Burnet \$11.50	Comanche \$10	Eastland \$10	Glasscock \$10	Henderson \$10	Jones \$10	Limestone \$10	Millam \$10	Potter \$10	Schleicher \$10	Travis \$11.50	Wilson \$10
Austin \$10	Callwell \$11.50	Concho \$10	Ector \$10	Goliad \$10	Hidalgo \$20	Karnes \$10	Lipscomb \$10	Mills \$11.50	Reagan \$10	Shackelford \$10	Tyler \$11.50	Winkler \$7.50
Bailey \$10	Callahan \$10	Cooke \$10	Edwards \$11.00	Gonzales \$10	Hill \$10	Kaufman \$11.50	Live Oak \$10	Montague \$10	Rains \$11.50	Shelby \$11.50	Upshur \$10	Wood \$10
Bandera \$10	Callahan \$10	Coryell \$10	Elfs \$10	Gray \$10	Hockley \$10	Kendall \$11	Llano \$11.50	Montgomery \$10	Scurry \$10	Sherman \$10	Upton \$5	Yoakum \$10
Bascom \$10	Cameron \$21.50	Cottle \$10	El Paso \$20	Grayson \$10	Hood \$10	Kenedy 0	Loving 0	Moore \$10	Smyth \$10	Smith \$11.50	Uvalde \$10	Young \$10
Baylor \$10	Camp \$10.50	Crane 0	Erath \$10	Gregg \$9	Hopkins \$10	Kent 0	Lubbock \$10	Morris \$10	Starr \$10	Somervell \$10	Van Zandt \$11.50	Zapata \$11.50
Bee \$10	Carson \$10	Crockett \$5	Falls \$11	Grimes \$10	Howard \$10	Kerr \$10	Lynn \$10	Motley \$10	Real \$10	Stephens \$10	Val Verde \$10	Zavala \$11.50
Bell \$11.50	Cass \$10	Crosby \$10	Fannin \$10	Guadalupe \$11.50	Hale \$10	Hudspeth \$10	Madison \$10	Nacogdoches \$10	Red River \$10	Starr \$10	Van Zandt \$11.50	Zapata \$11.50
Bexar \$21.50	Castro \$10	Culberson \$10	Fayette \$10	Hale \$10	Hunt \$10	Hunt \$11	King 0	Navarro \$10	Reeves \$10	Sterling 0	Victoria \$10	
Blanco \$11.50	Chambers \$11	Dallam \$10	Fisher \$10	Hall \$10	Hunt \$11	Hunt \$11	Kimble \$10	Newton \$10	Refugio \$10	Sterling 0	Walker \$10	
Borden 0	Cherokee \$10	Dallas \$10	Floyd \$10	Hamilton \$10	Hutchinson \$10	Hutchinson \$10	Kleberg \$10	Nolan \$10	Roberts \$5	Stonewall \$10	Walker \$10	
Bosque \$10	Childress \$10	Dawson \$10	Foard \$10	Hamilton \$10	Hutchinson \$10	Hutchinson \$10	Knox \$10	Nueces \$10	Robertson \$11.50	Sutton \$10	Walker \$10	
Bowie \$10	Clay \$10	Deaf Smith \$10	Fort Bend \$11.50	Hardeman \$10	Hardin \$10	Hardin \$10	Jack \$10	Maverick \$11.50	Rockwall \$10	Suisher \$10	Washington \$10	
Brazoria \$10	Cochran \$10	Delta \$10	Franklin \$10	Hardin \$10	Hardin \$10	Hardin \$10	Jackson \$10	McCulloch \$11.50	Runnels \$10	Tarrant \$10	Webb \$20	

## PASSENGER VEHICLES / TRUCKS

**6,000 lbs. or less = \$50.75**

The annual registration fee for a passenger vehicle (including a motor bus or private bus) or truck with a gross vehicle weight of **6,000 lbs. or less is \$50.75**, plus applicable fees and local county fees.

Note: The gross vehicle weight of a truck is determined by adding the empty weight of the vehicle and the heaviest load that will be carried by the vehicle (carrying capacity) during the registration year.

## TRAILERS / TRAVEL TRAILERS

**6,000 lbs. or less = \$45.00**

The annual registration fee for a trailer or travel trailer (if the trailer requires registration) with a gross vehicle weight of **6,000 lbs. or less is \$45.00**, plus applicable fees and local county fees.

## ALL VEHICLES

**6,001 lbs. – 10,000 lbs. = \$54.00**

The annual registration fee for a vehicle with a gross vehicle weight of **6,001 lbs. – 10,000 lbs. is \$54.00**, plus applicable fees and local county fees.

Note: The gross vehicle weight of a truck is determined by adding the empty weight of the vehicle and the heaviest load that will be carried by the vehicle (carrying capacity) during the registration year.

## WEIGHT BASED REGISTRATION FEES

Vehicles 10,001 lbs. or more will pay the following registration fee\*, plus applicable and local county fees

10,001-18,000 lbs.	\$110.00
18,001-25,999 lbs.	\$205.00
26,000-40,000 lbs.	\$340.00
40,001-54,999 lbs.	\$535.00
55,000-70,000 lbs.	\$740.00
70,001-80,000 lbs.	\$840.00
Over 80,000 lbs.	Varies

\*Does not include diesel fees for commercial vehicles

## MOTORCYCLES / MOPEDS = \$30.00

The annual registration fee for a motorcycle or moped is **\$30.00**, plus applicable fees and local county fees.

TEXAS DEPARTMENT OF MOTOR VEHICLES  
VEHICLE TITLES AND REGISTRATION DIVISION  
FEE CHART 1C (REV. 1/2018)

**Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved the Intergovernmental Lease Agreement Extension Amendment between Hockley County and the State of Texas by and through the Health and Human Services Commission. As per Intergovernmental Lease Agreement Extension Amendment recorded below.**



**TEXAS**  
Health and Human  
Services

**Texas Health and Human Services Commission**

**INTERGOVERNMENTAL LEASE AGREEMENT EXTENSION AMENDMENT**

Lease: 00152  
Term: 09-1-2018 through 08-31-2021

This Agreement is made and entered into on this date, 8/14/18, by and between the LESSOR, Hockley County, and LESSEE, STATE OF TEXAS acting by and through the Health and Human Services Commission.

The occupying agency, the Texas Department of Family and Protective Services (DFPS), shall continue to occupy and remain in possession of the leased premises for a period of 36 months, from September 1, 2018 through August 31, 2021. This renewal amendment is for a period of 36 months as proposed on the initial agreement. This renewal period pertains to 7500 square feet of space at \$0.00 annual rate per square foot for a total of \$0.00 rent per month.

All other terms and conditions remain the same. This amendment is by mutual agreement between Lessee and Lessor.

LESSOR:

LESSEE:

Hockley County  
802 Houston Street Suite 101  
Levelland, Texas 79336

Health and Human Services Commission  
6302 Iola Ave  
Lubbock, TX 79424

By: Sharla Baldrige  
(Signature)

By: Roy Threadgill  
(Signature)

Judge Sharla Baldrige  
Hockley County Judge

Roy L. Threadgill, MBA  
Regional Director Administrative Services  
Health & Human Services Commission

8-6-2018  
(Date)

8/14/18  
(Date)

**Motion by Judge Baldrige, seconded by Commissioner Carter, 5 Votes Yes,  
0 Votes No, that Commissioners' Court Tabled the bid to provide inmate meals to the Hockley County  
Jail.**

**Discussion concerning reinstating the Order Prohibiting Outdoor Burning.**

**Motion by Commissioner Clevenger, seconded by Commissioner Thrash, 0 Votes Yes,  
4 Votes No, that Commissioners' Court denied reinstating the Order Prohibiting Outdoor Burning.**

**Motion by Commissioner Thrash, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved the Plat for Phase II of the Willow Baccharis Subdivision. As per Platt recorded below.**

**Motion by Commissioner Carter, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, 0 Votes No, that Commissioners' Court Consider and take necessary action to approve the following five (5) road crossings for Occidental Permian all in Precinct 2: three (3) road crossings on Sagebrush Road, one (1) road crossing on Mineral Road and one (1) road crossing on Tumbleweed Road. As per petition and order recorded below.**

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS  
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF OCCIDENTIAL PERMIAN LTD., FOR  
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

Comes now, the Petitioner, OCCIDENTIAL PERMIAN LTD., a corporation of the State of Texas, and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain 1-2" Steel Line pipelines under and across certain county roads situated in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting CO<sub>2</sub> from the Petitioner's sources of supply to Petitioner's markets.

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

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

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

DATED this 16 day of July, 2018

BY Tony Alcazar  
Tony Alcazar  
806-789-8206



BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS  
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF OCCIDENTAL PERMIAN, LTD. FOR  
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS


ORDER

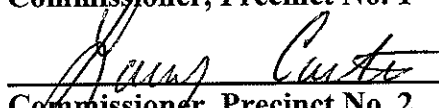
This cause coming on to be upon the petition of OCCIDENTAL PERMIAN, LTD., hereinafter referred to as "Petitioner". The Board finds that in order that Petitioner may carry out its corporate objects and powers, it is necessary for it to lay, construct, operate and maintain pipelines across certain county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

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

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

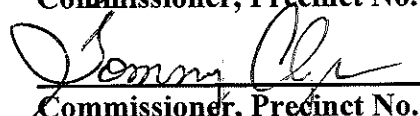
  
County Judge

  
Commissioner, Precinct No. 1

  
Commissioner, Precinct No. 2

8-6-18  
Date

  
Commissioner, Precinct No. 3

  
Commissioner, Precinct No. 4

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS  
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF OCCIDENTIAL PERMIAN LTD., FOR  
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

Comes now, the Petitioner, OCCIDENTIAL PERMIAN LTD., a corporation of the State of Texas, and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain 42" Fibre Glass pipelines under and across certain county roads situated in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting Produce Water from the Petitioner's sources of supply to Petitioner's markets.

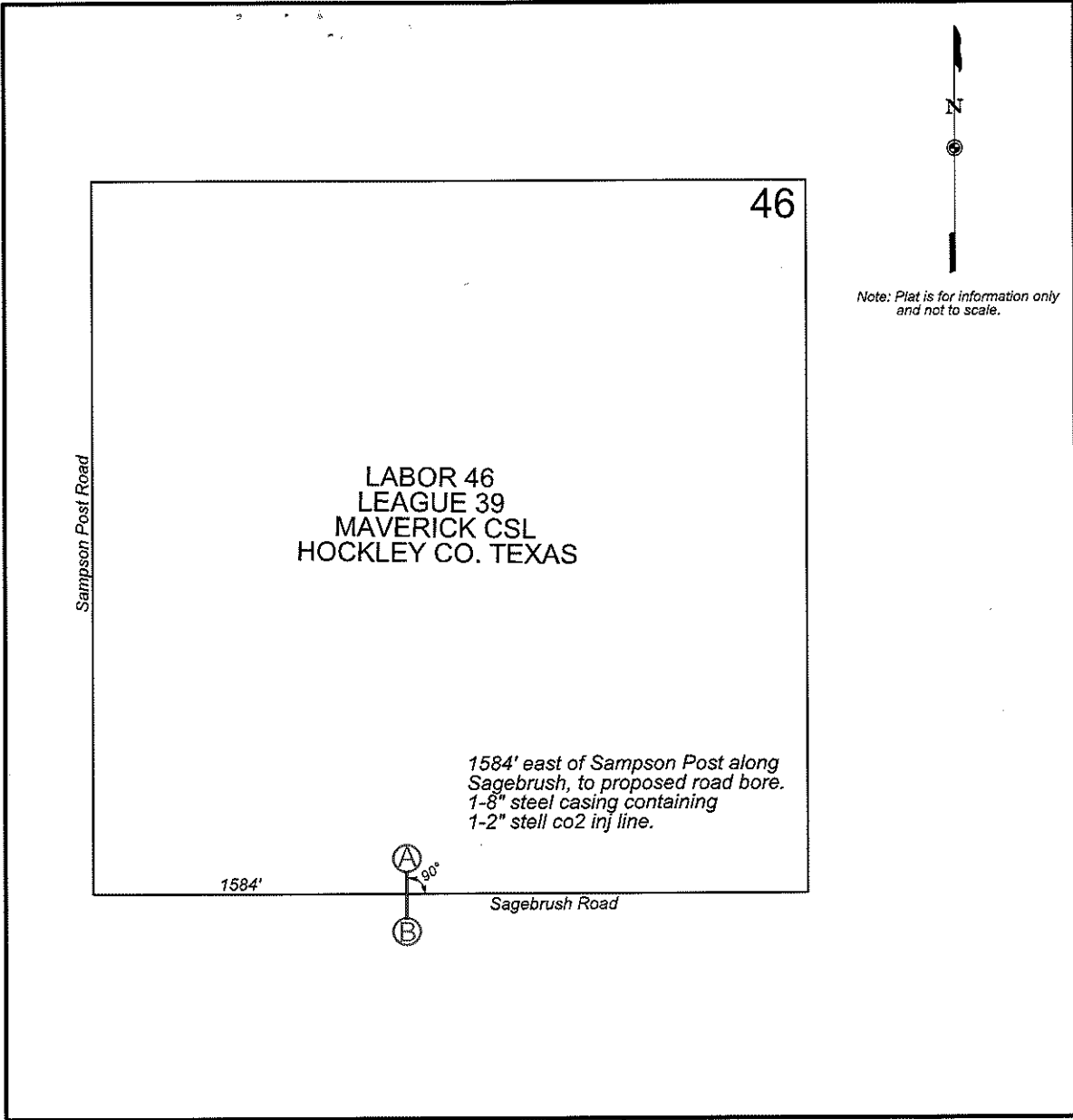
The location of the points at which Petitioner wishes to undercross said county roads with said pipelines and the general specifications are more particularly described on a map marked Exhibit "A" and general specifications marked Exhibit "B", all of which are attached hereto and made a part of this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

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

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

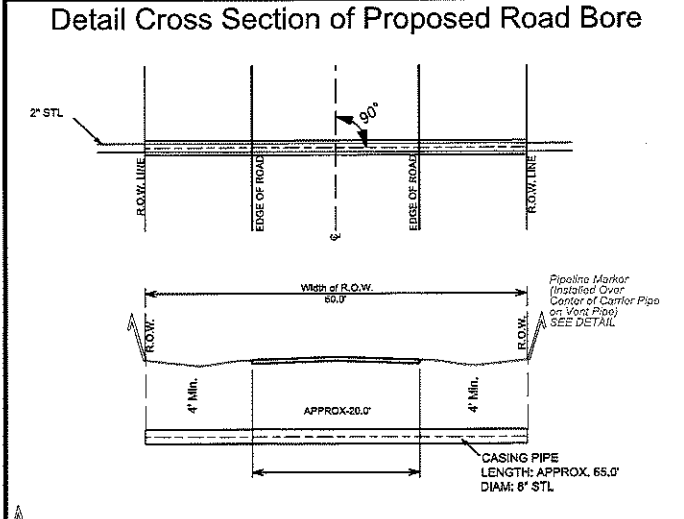
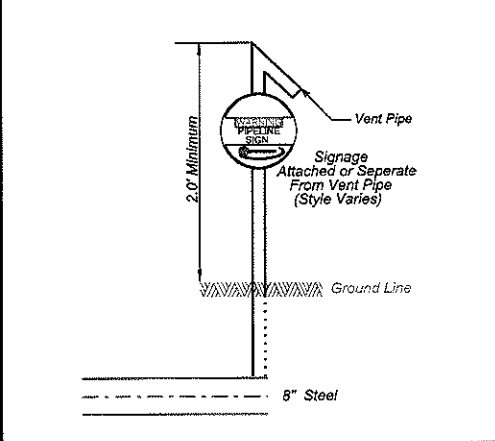
DATED this 16 day of July, 2018

BY Tony Alcazar  
Tony Alcazar  
806-789-8206



Note: Plat is for information only and not to scale.

	Latitude	Longitude
Ⓐ	33.473051N	102.520038W
Ⓑ	33.472878N	102.520040W

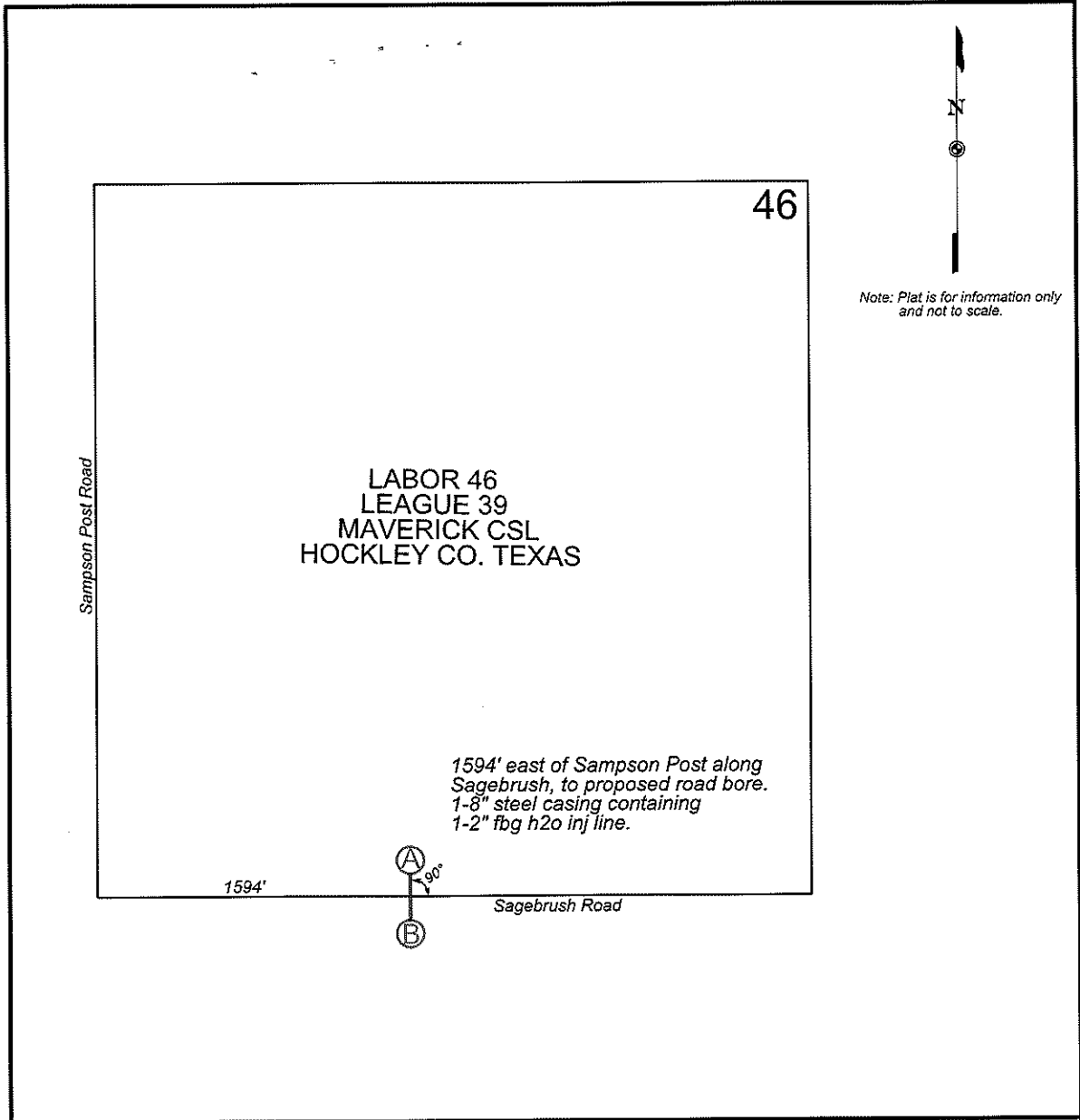


Note: Vent Pipe to be installed on each end of casing. Minimum of 2' above natural ground.

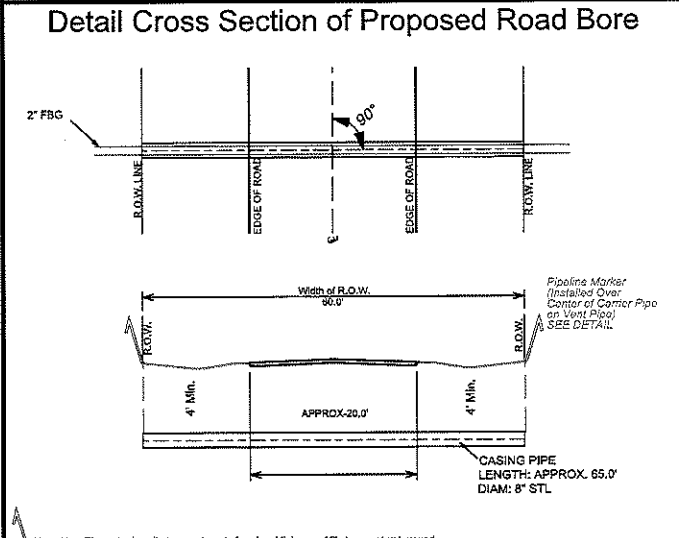
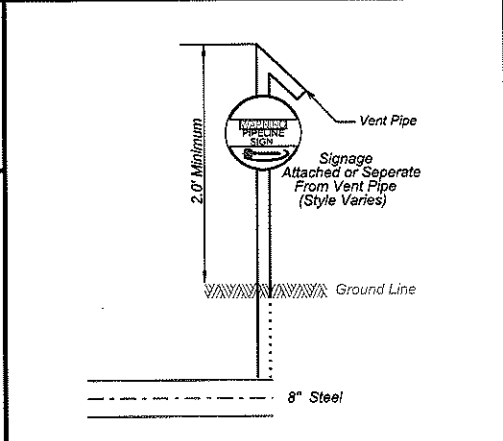


**ROAD BORE DETAILS IN  
LABOR 46, MAVERICK CSL  
LEAGUE 39, HOCKLEY CO. TEXAS**

Drawn By: Brent Sawyer WSDUCO2 Date: 7-13-2018



	Latitude	Longitude
(A)	33.473049N	102.520005W
(B)	33.472876N	102.520007W



**OXY Occidental Petroleum Corporation**

**ROAD BORE DETAILS IN  
LABOR 46, MAVERICK CSL  
LEAGUE 39, HOCKLEY CO. TEXAS**

Drawn By: Brent Sawyer WSDUC02 Date: 7-13-2018

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS  
HOCKLEY COUNTY, TEXAS

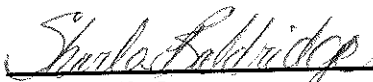
IN THE MATTER OF THE APPLICATION OF OCCIDENTAL PERMIAN, LTD. FOR  
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

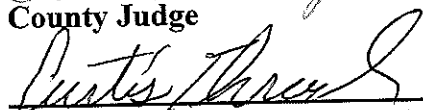
ORDER

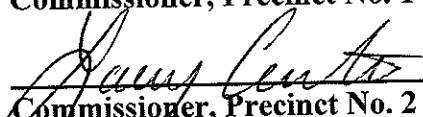
This cause coming on to be upon the petition of OCCIDENTAL PERMIAN, LTD., hereinafter referred to as "Petitioner". The Board finds that in order that Petitioner may carry out its corporate objects and powers, it is necessary for it to lay, construct, operate and maintain pipelines across certain county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

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

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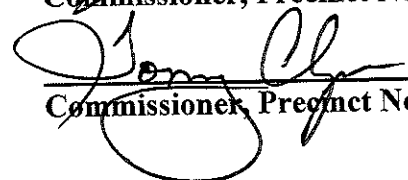
  
\_\_\_\_\_  
County Judge

  
\_\_\_\_\_  
Commissioner, Precinct No. 1

  
\_\_\_\_\_  
Commissioner, Precinct No. 2

8-6-2018  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Commissioner, Precinct No. 3

  
\_\_\_\_\_  
Commissioner, Precinct No. 4

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS  
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF OCCIDENTIAL PERMIAN LTD., FOR  
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

Comes now, the Petitioner, OCCIDENTIAL PERMIAN LTD., a corporation of the State of Texas, and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain 1-4" Steel line pipelines under and across certain county roads situated in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting Co2 from the Petitioner's sources of supply to Petitioner's markets.

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

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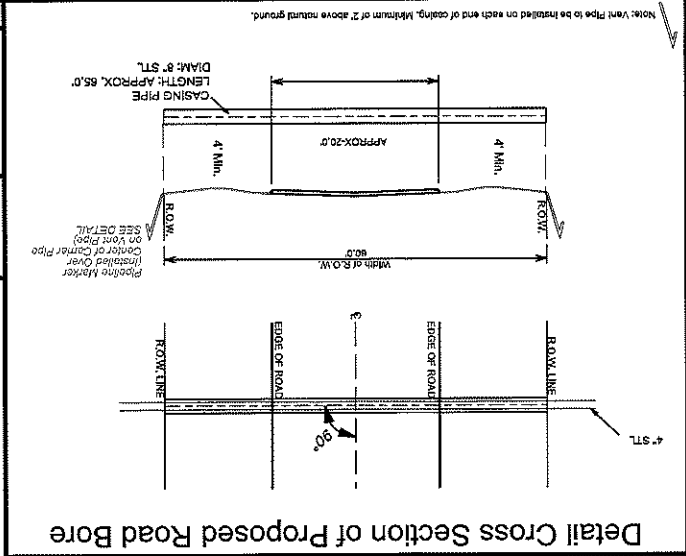
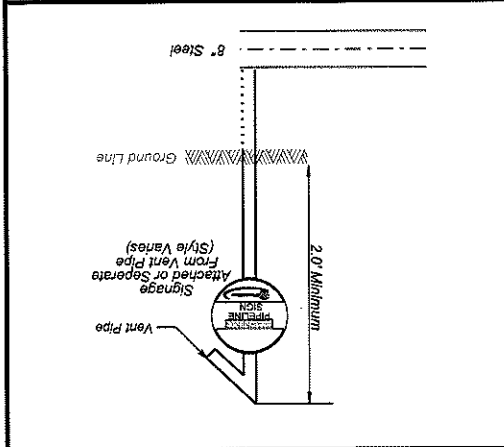
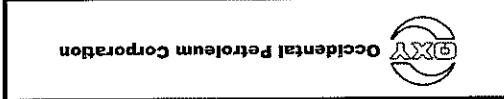
Wherefore, your Petitioner respectfully prays that your Honorable Board enter and order herein authorizing Petitioner to use and occupy the portions of the roads in Hockley County, Texas, more particularly herein above set out and described and at the locations shown and set out in said Exhibits "A"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

DATED this 16 day of July, 2018

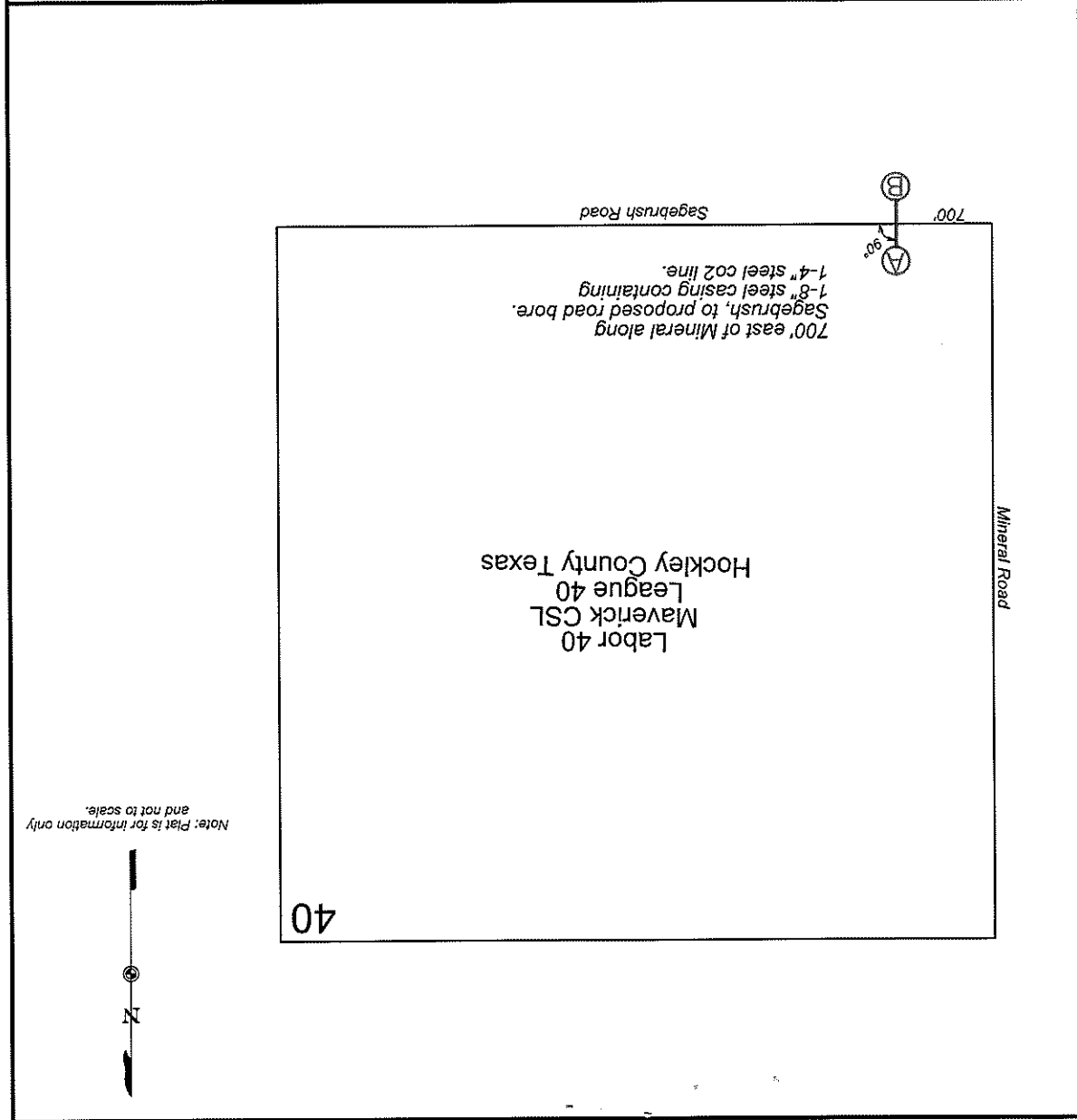
BY Tony Alcazar  
Tony Alcazar  
806-789-8206

Drawn By: Brent Sawyer WSDUC02 Date: 7-12-2018

ROAD BORE DETAILS IN  
LABOR 40, MAVERICK CSL  
LEAGUE 40, HOCKLEY CO. TEXAS



Latitude	Longitude
33.472310N	102.469509W
33.472127N	102.469512W



Note: Plan is for information only and not to scale.



BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS  
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF OCCIDENTAL PERMIAN, LTD. FOR  
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

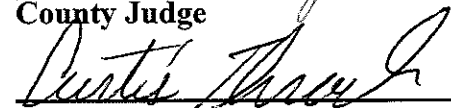
ORDER

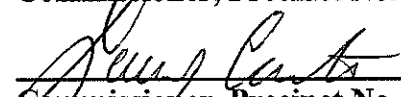
This cause coming on to be upon the petition of OCCIDENTAL PERMIAN, LTD., hereinafter referred to as "Petitioner". The Board finds that in order that Petitioner may carry out its corporate objects and powers, it is necessary for it to lay, construct, operate and maintain pipelines across certain county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

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

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2. Upon the completion of each pipelines undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said pipelines are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
3. So long as said pipelines are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said pipelines undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.
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5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
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7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.

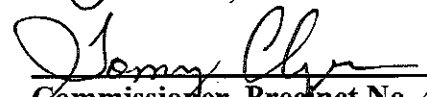
  
\_\_\_\_\_  
County Judge

  
\_\_\_\_\_  
Commissioner, Precinct No. 1

  
\_\_\_\_\_  
Commissioner, Precinct No. 2

8-6-2018  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Commissioner, Precinct No. 3

  
\_\_\_\_\_  
Commissioner, Precinct No. 4



BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS  
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF OCCIDENTIAL PERMIAN LTD., FOR  
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

Comes now, the Petitioner, OCCIDENTIAL PERMIAN LTD., a corporation of the State of Texas, and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain 1-4" steel line pipelines under and across certain county roads situated in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting Co<sub>2</sub> from the Petitioner's sources of supply to Petitioner's markets.

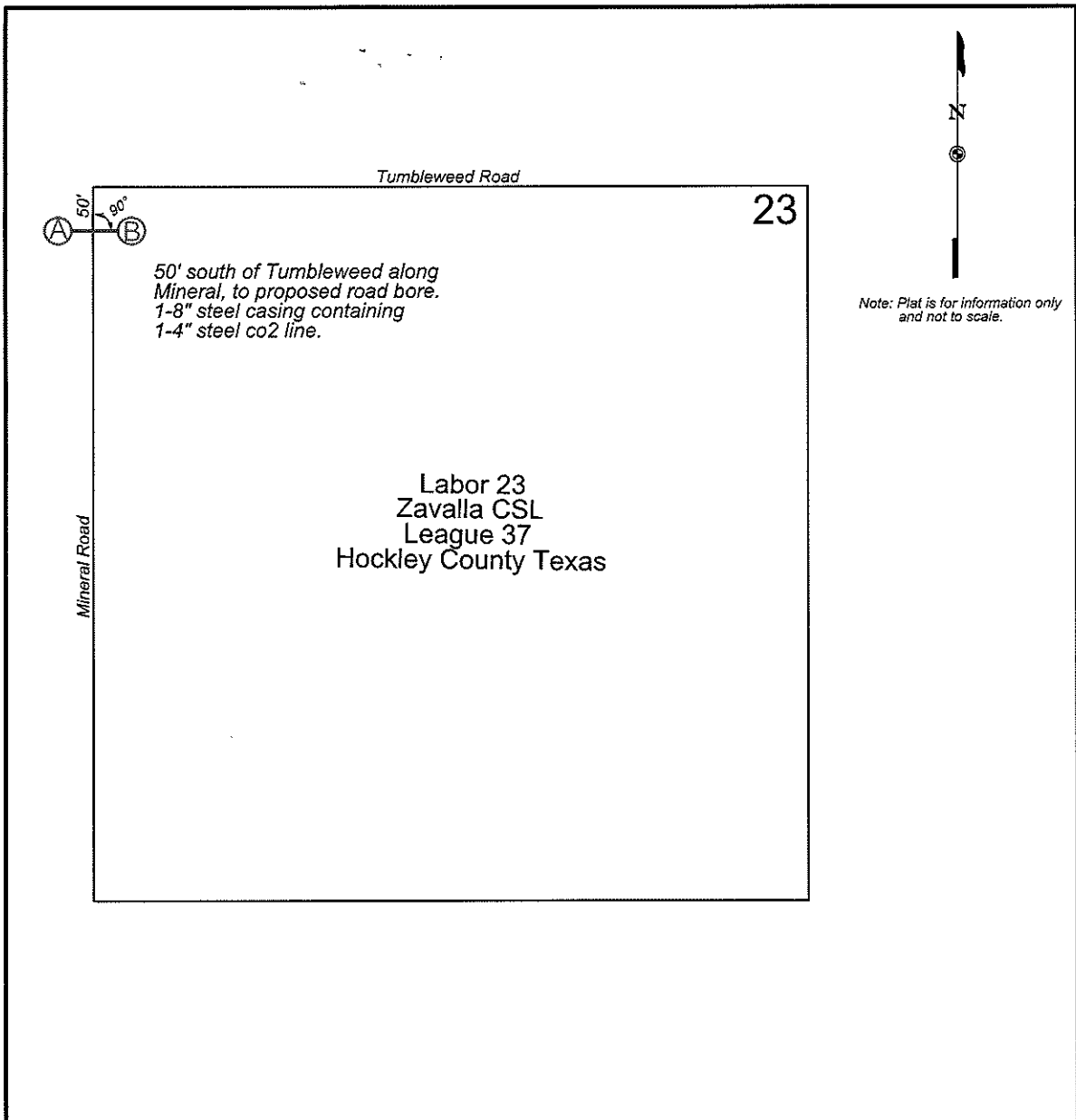
The location of the points at which Petitioner wishes to undercross said county roads with said pipelines and the general specifications are more particularly described on a map marked Exhibit "A" and general specifications marked Exhibit "B", all of which are attached hereto and made a part of this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

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

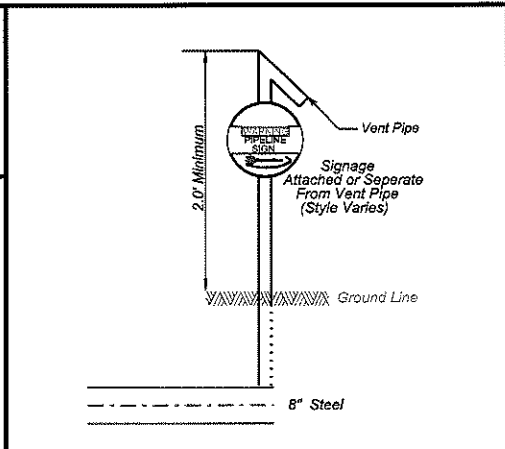
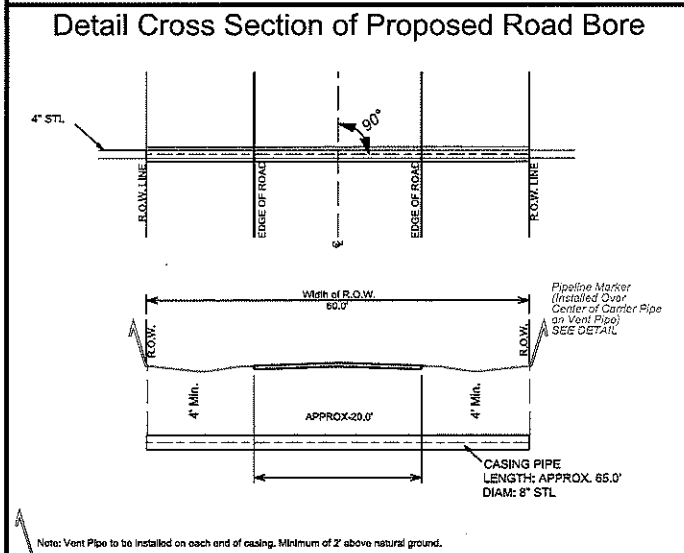
Wherefore, your Petitioner respectfully prays that your Honorable Board enter and order herein authorizing Petitioner to use and occupy the portions of the roads in Hockley County, Texas, more particularly herein above set out and described and at the locations shown and set out in said Exhibits "A"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

DATED this 10 day of July, 2018

BY Tony Alcazar  
Tony Alcazar  
806-789-8206



	Latitude	Longitude
(A)	33.438970N	102.472439W
(B)	33.438966N	102.472247W



**ROAD BORE DETAILS IN  
LABOR 23, ZAVALLA CSL  
LEAGUE 37, HOCKLEY CO. TEXAS**

Drawn By: Brent Sawyer WSDUCO2

Date: 7-12-2018

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS  
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF OCCIDENTAL PERMIAN, LTD. FOR  
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

ORDER

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

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

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Sharla Aldridge  
County Judge

Curtis Thomas  
Commissioner, Precinct No. 1

Sammy Curtis  
Commissioner, Precinct No. 2

8-6-2018  
Date

J. L. Barnett  
Commissioner, Precinct No. 3

Donna Ch...  
Commissioner, Precinct No. 4

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS  
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF OCCIDENTIAL PERMIAN LTD., FOR  
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

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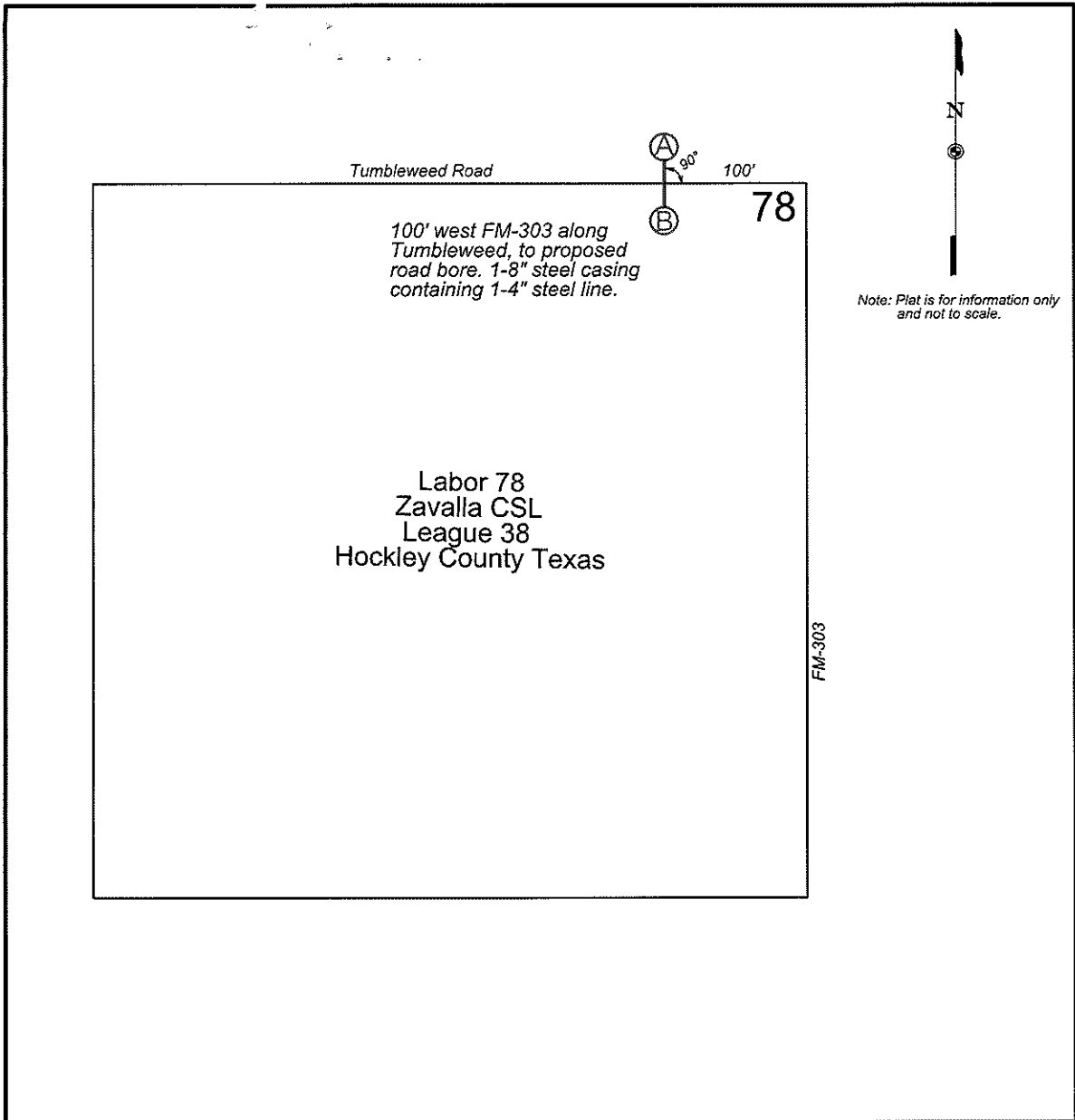
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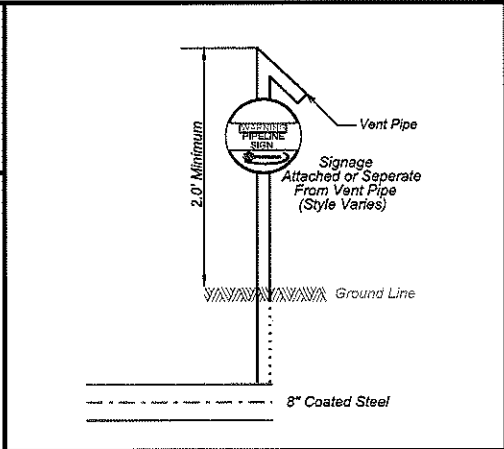
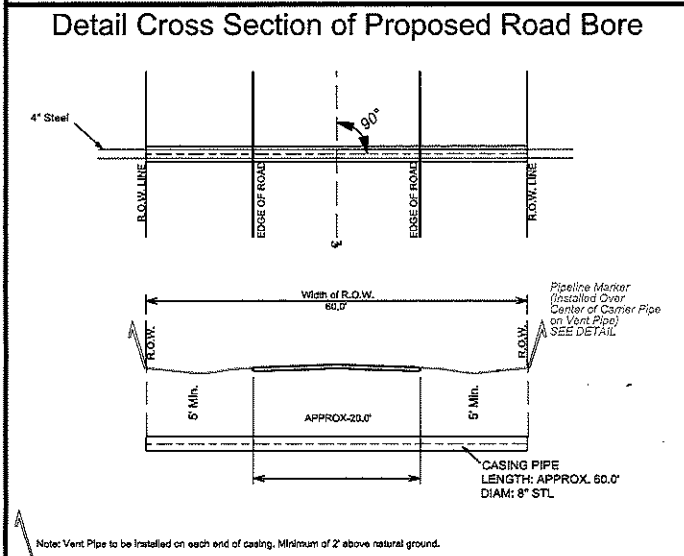
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DATED this 10 day of July, 2018

BY Tony Alcazar  
Tony Alcazar  
806-789-8206



	Latitude	Longitude
Ⓐ	33.439517N	102.490056W
Ⓑ	33.439328N	102.490062W



**ROAD BORE DETAILS IN  
LABOR 78, ZAVALLA CSL  
LEAGUE 38, HOCKLEY CO. TEXAS**

Drawn By: Brent Sawyer WSDU Date: 5-21-2018

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS  
HOCKLEY COUNTY, TEXAS


IN THE MATTER OF THE APPLICATION OF OCCIDENTAL PERMIAN, LTD. FOR  
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

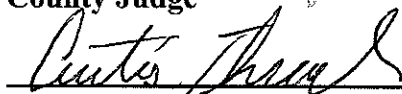
ORDER

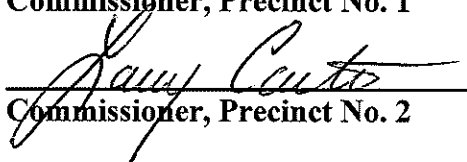
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THEREFORE, IT IS HEREBY ORDERED that, subject to the conditions herein after set forth, said Petitioner, OCCIDENTAL PERMIAN, LTD., is hereby granted permission and authority to lay, construct, operate and maintain pipelines across certain county roads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

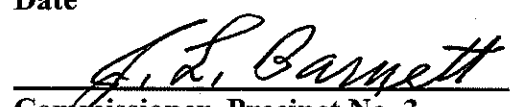
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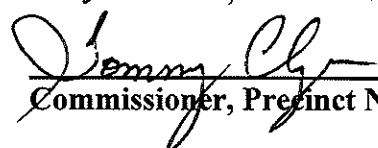
  
\_\_\_\_\_  
County Judge

  
\_\_\_\_\_  
Commissioner, Precinct No. 1

  
\_\_\_\_\_  
Commissioner, Precinct No. 2

8-6-2018  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Commissioner, Precinct No. 3

  
\_\_\_\_\_  
Commissioner, Precinct No. 4

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

The foregoing Minutes of a Commissioner's Court meeting held on the 6<sup>th</sup> day of August, A. D. 2018, was examined by me and approved.

Paula Paul  
Commissioner, Precinct No. 1

F. L. Barnett  
Commissioner, Precinct No. 3

Paula Paul  
Commissioner, Precinct No. 2

Bony Clark  
Commissioner, Precinct No. 4

Sharla Bulbridge  
County Judge

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

