

Jan 6. 20

FILED FOR RECORD
AT _____ O'CLOCK ____ M

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

JAN 02 2020

Notice is hereby given that a Regular Meeting of the above named Commissioners' Court will be held on the 6th day of January, 2020 at 9:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

- ✓ 1. Read for approval the minutes of the Special Meeting held at 10:00 a.m. on Wednesday, December 23, 2019.
- ✓ 2. Read for approval all monthly bills and claims submitted to the Court and dated through January 6, 2020.
- ✓ 3. Consider and take necessary action to approve the 2019 audit engagement letter from Myatt, Blume and Associates, LTD, LLP. ✓
- ✓ 4. Consider and take necessary action to approve the purchase of a laptop computer for Constable, Precinct 5 out of the Justice Court Technology Fund.
- ✓ 5. Consider and take necessary action to approve the Official Bond and Oath of Jennifer Palermo, Hockley County Clerk. ✓
- ✓ 6. Consider and take necessary action to approve the Interlocal Agreement for street maintenance with Ropesville, Texas. ✓
- ✓ 7. Consider and take necessary action to approve the Interlocal Agreement for use of office space by Justice of the Peace, Precinct 1 with Ropesville, Texas. ✓

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 2nd day of January, 2020, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 2nd day of January, 2020.

Jennifer Palermo

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



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REGULAR MEETING
JANUARY 6, 2020

Be it remembered that on this the 6th day of January A.D. 2020, there came on to be held a Regular meeting of the Commissioners' Court, and the Court having convened in Special session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Sharla Baldrige	County Judge
Curtis D. Thrash	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
J. L. "Whitey" Barnett	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger Absent	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 Barnett, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on Wednesday December 23, 2019, A. D. Be approved and stand as read.

Motion by Commissioner Thrash, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners Court approved all monthly bills and claims submitted to the court and dated through January 6, 2020. Be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that Commissioners Court approved the 2019 audit engagement letter from Myatt, Blume and Associates, LTD, LLP. As per letter from Myatt, Blume, and Associates, LTD., L.L.P. recorded below.

MYATT, BLUME, AND ASSOCIATES, LTD., L.L.P.

Sham L. Myatt CPA
E. Phelps Blume CPA
Termin v. Ramirez CPA

CERTIFIED PUBLIC ACCOUNTANTS
812 9TH STREET
LEVELLAND, TX 79336
PHONE: 806-894-7324/ FAX: 806-894-8693

MEMBERS
TEXAS SOCIETY AND AMERICAN INSTITUTE
OF CERTIFIED PUBLIC ACCOUNTANTS

December 26, 2019

Honorable County Judge and Commissioners
Hockley County, Texas
Courthouse Box 10
Levelland, Texas 79336

We are pleased to confirm our understanding of the services we are to provide Hockley County, Texas for the year ended December 31, 2018. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Hockley County, Texas as of and for the year ended December 31, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Hockley County, Texas' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Hockley County, Texas' RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis;
- 2) Budgetary Comparison Schedule;
- 3) Schedule of Changes in Net Pension Liability and Related Ratios – GASB 68;
- 4) Schedule of GASB 68 Contributions;
- 5) Notes to Schedule of GASB 68 Contributions;

We have also been engaged to report on supplementary information other than RSI that accompanies Hockley County, Texas' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Combining Balance Sheet – Nonmajor Governmental Funds;
- 2) Combining Statement of Revenues, Expenditures, and Changes in Fund Balance – Nonmajor Governmental Funds;
- 3) Combining Statement of Net Assets – Nonmajor Enterprise Funds;
- 4) Combining Statement of Revenues, Expenses, and Changes in Fund Net Assets – Nonmajor Enterprise Funds;
- 5) Combining Statement of Cash Flows – Nonmajor Enterprise Funds;

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- 6) Combining Balance Sheet – Agency Funds;
- 7) Schedule of Delinquent Taxes Receivable;
- 8) Reconciliation of Current Tax Collections;
- 9) Reconciliation of Delinquent Tax Collections;
- 10) Schedule of Insurance Coverage;
- 11) Schedule of Surety Bonds.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Hockley County, Texas and other procedures we consider necessary to enable us to express such opinions. Our report will be addressed to the Honorable County Judge and County Commissioners of Hockley County, Texas. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Hockley County, Texas is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements.

However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility, as auditors, is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Hockley County, Texas' compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of Hockley County in conformity with U.S. generally accepted accounting principles based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Hockley County, Texas; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Myatt, Blume, and Associates, LTD., L.L.P. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain

audit documentation available to certain governmental regulatory agencies, the U.S. Government Accounting Office or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Myatt, Blume, and Associates, LTD., L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State of Texas. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately June 3, 2020 and to issue our reports no later than September 2, 2020, barring unforeseen circumstances. Sham Myatt is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our fee, including expenses, will not exceed \$36,000.00. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoice for this fee will be rendered at the conclusion of the audit engagement. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review is on file with the Hockley County Auditor's Office.

We appreciate the opportunity to be of service to Hockley County, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return this letter to us.

Very truly yours,

Myatt, Blume, and Associates, LTD., L.L.P.

Myatt, Blume, and Associates, LTD., L.L.P.

RESPONSE:

This letter correctly sets forth the understanding of Hockley County, Texas with Myatt, Blume, and Associates, LTD., L.L.P. concerning audit services to be performed for the fiscal year ending December 31, 2019.

By: *Sharla Buldridge*

Title Hockley County Judge

**Motion by Commissioner Barnett, seconded by Commissioner Carter, 3 Votes Yes,
0 Votes No, that Commissioners Court approved the purchase of a laptop computer for Constable,
Precinct 5 out of the Justice Court Technology Fund.**

**Motion by Commissioner Thrash, seconded by Commissioner Barnett, 3 Votes Yes,
0 Votes No, that Commissioners Court approved the Official Bond and Oath of Jennifer Palermo,
Hockley County Clerk. As per Official Oath and Bond recorded below.**

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Hockley } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 63668157

That we, Jennifer Nicole Palermo, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto ¹ County of Hockley, his successors in office, in the sum of ² Seventy-Five Thousand and 00/100 DOLLARS (\$75,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 15th day of October, 2019

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, duly elected (Elected—Appointed) to the office of County Clerk in and for ³ Hockley County, State of Texas, for a term of one year commencing on the 31st day of December, 2019

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

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

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

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

Jennifer Palermo Principal
WESTERN SURETY COMPANY
By Paul T. Buflat
Paul T. Buflat, Vice President

THE STATE OF TEXAS

County of Hockley } ss

The foregoing bond of Jennifer Nicole Palermo as
County Clerk in and for Hockley County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST:

Date 1-6 2020

Clerk

Sharla Baldridge
Hockley

County Judge,

County Court

County

County, Texas

THE STATE OF TEXAS

County of Hockley } ss

I, Jennifer Palermo, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the 6th day of January, with its certificates of
authentication, was filed for record in my office the 6th day of January, 2020, at
9:30 o'clock A. M., and duly recorded the 6th day of January, 2020, at
9:30 o'clock A. M., in the Records of Official Bonds of said County in Volume 69, on page
566-571

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

By Janice Salazar Deputy

County Court

Clerk

County

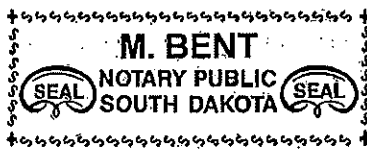
ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA } ss

County of Minnehaha

Before me, a Notary Public, in and for said County and State on this 15th day of October,

2019, personally appeared Paul T. Bruflat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



M. Bent

Notary Public

My Commission Expires March 2, 2020

OFFICIAL BOND REQUIREMENTS - continue

County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum — \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.
4. Conditions.

**Motion by Commissioner Thrash, seconded by Commissioner Barnett, 3 Votes Yes,
0 Votes No, that Commissioners Court approved the Interlocal Agreement for street maintenance with
Ropesville, Texas. As per Interlocal Agreement For Street Maintenance Between City Of Ropesville,
Texas And Hockley County, Texas recorded below.**

STATE OF TEXAS

COUNTY OF HOCKLEY

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

THIS INTERLOCAL CONTRACT is entered into this 16 day of November, 2019, by and between the COUNTY OF HOCKLEY, TEXAS, acting by and through its duly authorized representatives, the Hockley County Commissioners Court, Sharla Baldrige, County Judge (hereinafter referred to as Hockley County) and City of Ropesville, Texas acting by and through its duly authorized representative, the City Council of Ropesville, Texas, and the Mayor, (hereinafter referred to as Ropesville).

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

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

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

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

**I.
TERM**

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

**II.
TERMINATION**

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

**III.
PAYMENT FOR SERVICES**

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

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**IV.
RESPONSIBILITIES OF HOCKLEY COUNTY**

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

**V.
HOLD HARMLESS**

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

**VI.
IMMUNITY**

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

**VII.
RESOLUTION**

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

**VIII.
ENTIRE AGREEMENT**

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

**IX.
VENUE**

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

**X.
REMEDIES**

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

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

**XI.
SEVERABILITY**

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

**XII.
APPLICABLE LAW**

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

IN WITNESS WHEREOF, the parties enters into this Contract on the 16 day of December, 2019.

County of Hockley, Texas

City of Ropesville, Texas

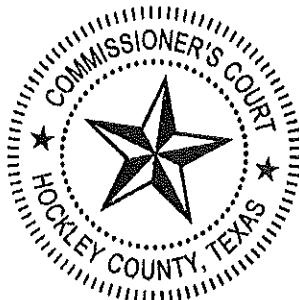
Sharla Baldrige 1-6-2020
Sharla Baldrige, County Judge

Brenda Rabel
_____, Mayor

Attest:

Jennifer Palermo
Jennifer Palermo, County Clerk

Delia Cruz
_____, Secretary



**Motion by Commissioner Thrash, seconded by Commissioner Barnett, 3 Votes Yes,
0 Votes No, that Commissioners Court approved the Interlocal Agreement for use of office space by
Justice of the peace, precinct 1 with Ropesville, Texas. As per Inter Local Agreement For Use Of Office
Space City Of Ropesville, Texas And Hockley County J.P. #1 recorded below.**

STATE OF TEXAS

COUNTY OF HOCKLEY

INTERLOCAL AGREEMENT FOR USE OF OFFICE SPACE
CITY OF ROPESVILLE, TEXAS AND HOCKLEY COUNTY J.P. #1

THIS INTERLOCAL CONTRACT is entered into this 16th day of January, 2020, by and between the Hockley County Justice of the Peace, Precinct 1, acting by and through its duly authorized representatives, the Hockley County Commissioners Court, Sharla Baldrige, County Judge (hereinafter referred to as Hockley County) and City of Ropesville, Texas acting by and through its duly authorized representative, the City Council of Ropesville, Texas, and the Mayor, (hereinafter referred to as Ropesville).

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

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

WHEREAS, the governing bodies of the above named Government Units, both being political subdivisions of the State of Texas, desire to enter into an agreement whereby Hockley County, Texas will provide to Ropesville, Texas seal coating from time to time. Material for seal coating will be at the sole expense of the City of Ropesville. Hockley County will provide the labor and equipment for the seal coating.

WHEREAS, in return for filling pot holes, grading and seal coating, which shall be mutually agreed upon by Hockley County and the City of Ropesville, the City of Ropesville agrees to provide office space which shall include internet service and electricity in the City Hall of Ropesville, Texas for the Justice of the Peace, Precinct 1 of Hockley County, Texas.

WHEREAS, Hockley County shall pay one-third (1/3) of the monthly internet bill of the City of Ropesville and one-third (1/3) of the monthly electric bill of the City of Ropesville. The City of Ropesville shall submit a copy of the bills within ten days of receipt to Hockley County for payment. Upon receipt of the bills, Hockley County shall submit payment to the City of Ropesville within ten (10) days.

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

I.
TERM

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

II. TERMINATION

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

Hockley County Judge
802 Houston St., Ste. 101
Levelland, Texas 79336

City of Ropesville
P.O. Box 96
Ropesville, Texas 79358

III. HOLD HARMLESS

Ropesville will hold Hockley County Harmless for any damages, lawsuits, attorney's fees, claims as a result of providing the seal coating service. Ropesville will reimburse Hockley County for all expense in defending itself.

IV. IMMUNITY

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

V. RESOLUTION

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

VI. ENTIRE AGREEMENT

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

VII. VENUE

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

VIII. REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any other right or

remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without first obtaining consent of the parties in writing. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

**IX.
SEVERABILITY**

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

**X.
APPLICABLE LAW**

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

IN WITNESS WHEREOF, the parties enters into this Contract on the 6th day of January, 2020.

County of Hockley, Texas

City of Ropesville, Texas

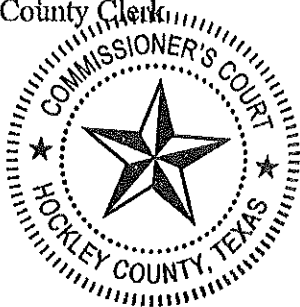
Sharla Baldridge
Sharla Baldridge, County Judge

Brenda Rabel
_____, Mayor

Attest:

Jennifer Palermo
Jennifer Palermo, County Clerk

Julia Cruz
_____, Secretary



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 6th day of January, A. D. 2020, was examined by me and approved.

Ante's Thiel
Commissioner, Precinct No. 1

J. L. Barnett
Commissioner, Precinct No. 3

Randy Crute
Commissioner, Precinct No. 2

Absent
Commissioner, Precinct No. 4

Shirley Baldrige
County Judge

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

