

**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 Monday, the 11th day of September, 2023 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 Regular Meeting of the Commissioners' Court held Monday, August 28, 2023.
2. Consider for approval all monthly bills and claims submitted to the Court dated through September 11, 2023.
3. Discussion and potential action concerning the purchase of a 2023 Chevrolet Tahoe PPV, 4x2 from Duval Chevrolet for use by the Hockley County Sheriff's Office to replace a totaled vehicle in accordance with Texas Local Government Code Section 262.024(2) and (3).
4. Consider and take necessary action to award the bid for Design-Build Firm for demolition and construction of new parking lot.
5. Discussion/potential action to make nominations for election of a member to the Hockley County Appraisal District Board of Directors 2024-2025.
6. Consider and take necessary action to approve the FY 2024 Statewide Automated Victim Notification Service (SAVNS) Grant Contract.
7. Consider and take necessary action to approve ad valorem tax refunds.

Filed for Record
at _____ o'clock ____ M.

SEP 07 2023

Jennifer Palermo
County Clerk, Hockley County, 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 7th day of September, 2023, and said Notice remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 7th day of September, 2023.

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



THE STATE OF TEXAS
COUNTY OF HOCKLEY

IN THE COMMISSIONER'S COURT
OF HOCKEY COUNTY, TEXAS

REGULAR MEETING

SEPTEMBER 11, 2023

Be it remembered that on this the 11th day of SEPTEMBER A.D. 2023, 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
Alan Wisdom	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
Seth Graf	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger	Commissioner Precinct No. 4

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

Motion by Commissioner Carter, second by Commissioner Graf, 4 votes yes, 0 votes no, that the minutes of a Regular Meeting held at 9:00 a.m. on Monday, August 28, 2023, A.D., be approved and stand as read.

Motion by Commissioner Graf, second by Commissioner Wisdom, 4 Votes Yes, 0 Votes No, that all monthly claims and bills submitted to the court and dated through September 11, 2023, A.D. be approved and stand as read.

Motion by Commissioner Carter, second by Commissioner Clevenger, 4 votes yes, 0 votes no, that Commissioners Court approved the purchase of a 2023 Chevrolet Tahoe PPV, 4x2 from Duval Chevrolet for use by the Hockley County Sheriff's Office to replace a totaled vehicle in accordance with Texas Local Government Code Section 262.024(2) and (3). As per Duval Chevrolet cost recorded below.



Hockley County Sheriff's Office

Prepared for: Hockley County Sheriff's Office via Jeremy Ross, DSS Upfit to take place at DSS Fort Worth	Contract Holder Duval Chevrolet Jared Davis (Work) 904-381-6595 jared.davis@duvalmotor.com 405 Lane Ave N Jacksonville, FL 32210	9/6/2023
--	---	-----------------

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

		Code	Equipment	OEM Price Level:	BOSO Contract Price		
Labor Hours. \$90/Hr	Parts Quantity	2023 CC10706 9C1	2023 Chevrolet Tahoe PPV, 4x2	\$ 42,365.00	\$ 43,064.02		
		OEM freight	Factory Destination	\$ 1,795.00	\$ 1,824.62		
		Exterior Paint	Black	\$ -	\$ -		
		Interior	Jet Black cloth, 40/20/40 split-bench	\$ -	\$ -		
		9C1	Police Pursuit Package	\$ -	\$ -		
		STANDARD	Backup camera, power windows, power door locks	\$ -	\$ -		
		0	1	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		1021	76106	Destination & Fuel to DSS Forth Worth (calculated from 32210 to EU zip Code)	\$ 2.00 \$ 2,042.00		
			Tag	Tag declined	\$ - \$ -		
			Warranty	Extended Warranty excluded	\$ - \$ -		
			NOTE				
UNIT COST					\$ 46,930.64		
TOTAL QUANTITY					1		
TOTAL PURCHASE					\$ 46,930.64		

Section One: VEHICLE
Section Two: FINAL DELIVERY

Motion by Commissioner Carter, second by Commissioner Graf, 4 votes yes, 0 votes no, that Commissioners court approved a bid for design-Build Firm for demolition and construction of new parking lot. As per Order To Approve Design Build Proposal recorded below.

THE STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

ORDER TO APPROVE DESIGN BUILD PROPOSAL

The Commissioners' Court of Hockley County has hereby approved AND IT IS SO ORDERED that the Commissioners Court of Hockley County hereby has accepted the proposal for Design-Build Firm for demolition and construction of new parking lot from Teinert Construction.

DONE IN OPEN COURT, this the 11th day of September, 2023, upon motion by Commissioner, Larry Carter and seconded by Commissioner, Seth Graf unanimously carried.

Sharla Baldrige
Sharla Baldrige, Hockley County Judge

Alan Wisdom
Alan Wisdom, Commissioner, Pct 1

Larry Carter
Larry Carter, Commissioner, Pct 2

Seth Graf
Seth Graf, Commissioner, Pct 3

Tommy Clevenger
Tommy Clevenger, Commissioner, Pct 4

ATTEST: Jennifer Palermo
Jennifer Palermo, County Clerk,
Ex-Officio Clerk of Commissioners
Court of Hockley County, Texas

TABLE OF CONTENTS

Hockley County Demolition & Construction of New Parking Lot

CONTENTS

CRITERION ONE

Qualifications of The Design Build Team

CRITERION TWO

Key Project Personnel

CRITERION THREE

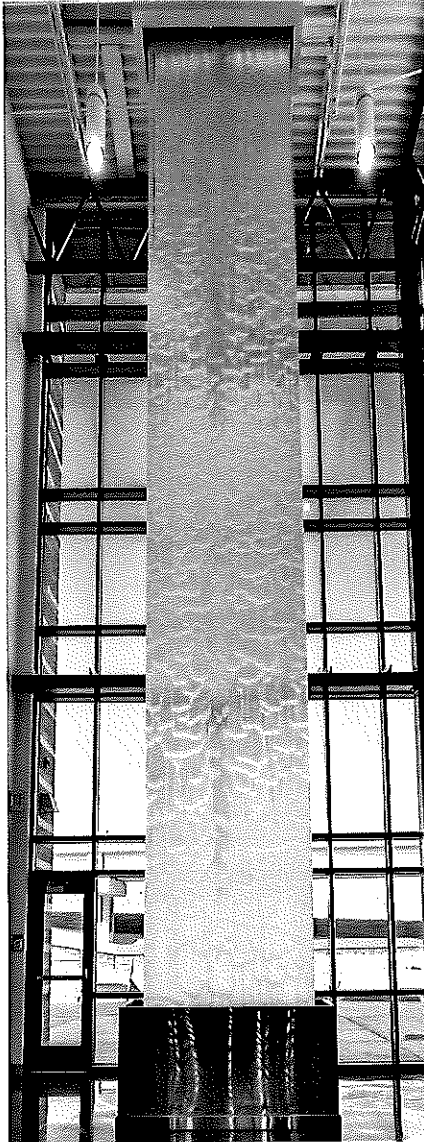
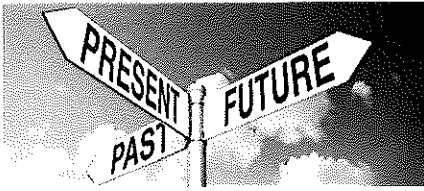
Relevant Project Experience

CRITERION FOUR

Project Approach



SECTION ONE: QUALIFICATIONS OF THE DESIGN-BUILD TEAM



Teinert Construction (A Texas Corporation) was started in Lubbock, TX by Mr. Allen Teinert in 1982 and has grown to become widely regarded as one of the premier general contractors in West Texas. Teinert's success is attributed to our ability to build trust with our clients. We build this trust by providing quality construction, on time, while delivering a positive business experience from pre-construction through warranty.

Teinert has delivered projects through various methods including lump sum bid, negotiated, construction management at-risk, design-build and job order contracting. While over half of our volume is public work, we negotiate most of our work in the private sector through referral and recommendation of past clients. Our ability to use every client as a 100% positive reference is the life blood of our success.

Our personnel have the ability to provide a variety of construction-related services as well. From pre-construction through warranty and operations, we can help our clients achieve maximum success with their projects by providing schematic estimating, cost projections, feasibility studies, constructability reviews, quality control, and warranty, operations and maintenance programs among others.

In 2012, Allen Teinert took a critical step in laying out the future for the company. Mr. Chad Henthorn was brought on to the firm as an equity partner with eventual plans to become primary owner of the company over several years. Chad came to Teinert with experience in completing hundreds of millions of dollars of construction projects in Texas and Southwestern United States. The succession plan was part of Mr. Teinert's vision to establish Teinert Construction as a company that is built to last. In 2015, Chad Henthorn completed the purchase of the company with hopes of continued success for years to come. And, in 2016, Chad brought in Daniel Horton and Jacob Kirkland as minority partners to provide day-to-day oversight of all company operations, and Daniel and Jacob still act as Project Executives to ensure that the firm is providing the best service possible.



FIRM PRINCIPALS

Daniel Horton, Vice President

Jacob Kirkland, Vice President & Corporate Secretary

Chad Henthorn, President

Stacy Lambert, Treasurer

Jerrod Kerr, Regional Director - North Texas Office

TEINERT ONE: QUALIFICATIONS OF THE DESIGN-BUILD TEAM

BUILT TO LAST



40 YEARS OF EXCELLENCE

VOLUME AND REVENUE

Teinert has not measured business by volume for five years but rather by revenue. Our current contract volume exceeds \$200,000,000. Our volume has consistently ranged between \$310MM and \$400MM for almost 3 years. Teinert's revenue (amount of work billed) for the past five years is as follows:

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

2022	\$158,900,000
2021	\$131,300,000
2020	\$121,082,000
2019	\$105,885,000
2018	\$79,900,000



TEINERT STAFF MEMBERS

- 5- Executive
- 20- Project Management
- 3- Estimating & BIM
- 39- Superintendent
- 3- Financial
- 3- Admin. & Support
- 10- Foreman & Craftsmen

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

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

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



Corporate Office

Jacob Kirkland, Vice President
1402 Crickets Ave
Lubbock, Texas 79401
Office: 806.744.2801
Mobile: 806.548.0143
Email: jacob@teinert.com
Managing Office

Fort Worth Office

Jerrod Kerr, Regional Director
401 Pitchfork Trail, Suite 719
Willow Park, Texas 76087
Office: 817.378.4055
Mobile: 806.620.9962
Email: jerrod@teinert.com

Abilene Office

Jerrod Kerr, Regional Director
935 Pine Street
Abilene, Texas 79601
Office: 325.704.1211
Mobile: 806.620.9962
Email: jerrod@teinert.com

SECTION ONE; QUALIFICATIONS OF THE DESIGN-BUILD TEAM

CLAIMS AND SUITS

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

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

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

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



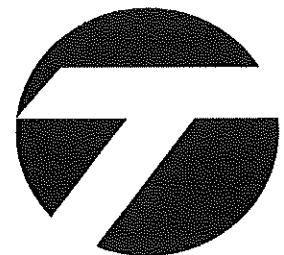
BONDING

Teinert has an available bonding capacity of \$100,000,000 with a backlog of \$220,000,000.00.

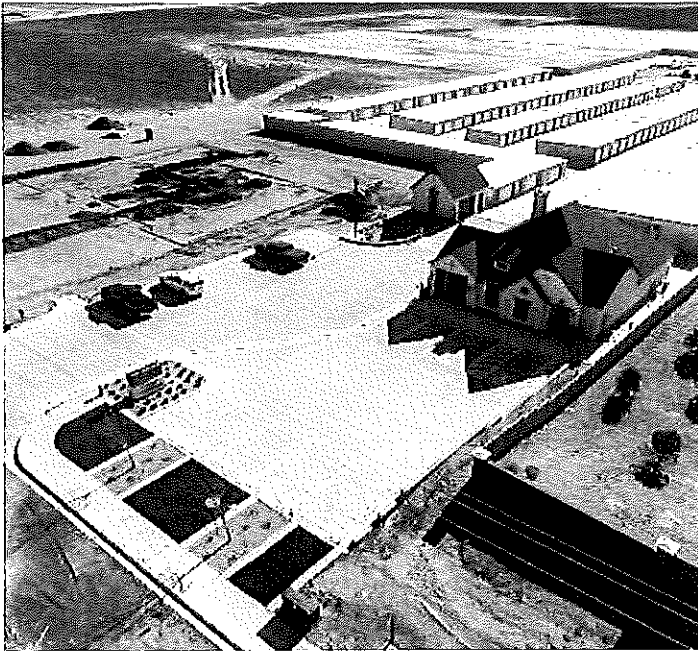
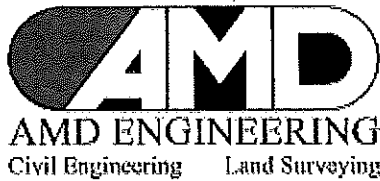
*Please see bonding letter at the end of this section.

In default on any loan agreement or financing agreement with any bank, financial institution, or other entity? NO

Has any Owner or Manager of your organization been convicted of a felony? NO



SECTION ONE: QUALIFICATIONS OF THE DESIGN-BUILD TEAM



About AMD Engineering

AMD Engineering, LLC (AMD) is a civil engineering and land surveying firm located in Lubbock primarily engaged in engineering and surveying services for municipalities, residential developments, commercial developments, government agencies and schools. AMD, established in January 2006, provides Texas with quality engineering services in a professional manner with the highest degree of integrity. AMD is committed to providing quality and timely engineering and surveying services within our client's budget and schedule limitations. AMD combines this commitment with state-of-the-art technology and engineering/surveying science to meet the challenges constantly facing their clients in today's competitive marketplace. AMD's genuine concern is for their client's mission and goals while maintaining a strong moral base.

Staff

The Staff at AMD has extensive experience with the commercial development process and has prepared Site Civil Engineering Documents for numerous projects throughout Texas. The typical Site Civil Engineering Document Package that AMD prepares includes Construction Plans and Specifications for the Site Plan, Site Dimension Plan, Site Utility Plan, Site Grading Plan, Site Details, and Storm Water Pollution Prevention Plan.

Available Staff	
Licensed Engineers	5
Registered Professional Land Surveyors	3
Engineers In Training	2
Surveyors In Training	2
Drafting Support Staff	7
Survey Support Staff	10
Clerical	2

Corporate Office

Jimmy D. McDaniel, P.E., CFM
6515 68th Street, Suite 300
Lubbock, Texas 79424
Office: 806.771.5976
Mobile: 806.786.7615
Email: jmcdaniel@amdeng.com



K&S INSURANCE
NAVIGATING RISK. ENHANCING BUSINESS.
A BALDWIN RISK PARTNER

kandsins.com

September 9th, 2023

Hockley County
802 Houston Avenue
Levelland, TX 79336

RE: Design Build for Demolition and Construction of New Parking Lot Hockley County

We are pleased to write this letter on behalf of our valued client, Allen Teinert Construction Company, dba Teinert Construction. Teinert Construction can be bonded for any single job up to \$100,000,000 with a backlog up to \$220,000,000. Teinert Construction has a bond rate of Standard "B". Teinert Construction has been a valued client for the past 12 years. Teinert Construction has a history of completing projects on time or ahead of schedule with superior workmanship and we would be happy to respond to any reasonable request for this fine company.

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

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

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

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

Sincerely,

Jeremy Barnett
Partner

CRITERION TWO: KEY PROJECT PERSONNEL



Jacob Kirkland, Vice President

Project Executive | Teinert

EDUCATION: Texas Tech University
Bachelor of Science, Construction Engineering

% OF TIME INVOLVED: 10%

15+ Years of Experience

Jacob Kirkland joined the Teinert team in 2013 after 6+ years in large-scale commercial construction with another firm in West Texas as well as time served as Director of Construction for University Medical Center. As Project Executive, Jacob oversees projects from pre-construction and estimating through completion and warranty.

Notable Projects:

The Carlton House
Hockley County Annex
SPCAA/ Spartan Transportation Levelland
Summit Center Midland
McCoy's Distribution Center Midland
Warren CAT Odessa
Natural Gas Services Group Headquarters, Midland, TX
Hampton Inn & Suites
Centennial Bank Plainview
Midland Park Central
Gebo's South Slide
Midland Community Theatre
Lubbock Meals on Wheels
Indiana Ave. Baptist Church
Odessa Regional Medical Center Women's Improvements
UMCP Family & Children's Clinic
AimBank Littlefield
UMC Angio Renovation
UMC Kitchen Relocation
UMC MOP II 3rd Floor
UMC EMS 911 Dispatch
UMC Data Center & Admin Building
UMC 3rd Floor Medical Surgery Suite
UMC 4th Floor Nuclear Medicine Suite
UMC Endoscopy Suite 4th Floor
Cogdell Medical
Community Health Center of Lubbock
Covenant Heart Center 5 Renovations
Covenant Westgate Clinic
Covenant Hospital M.O.B. 200 Renovation
Mallet Event Center

REFERENCES

UMC Patient Family & Children's Clinic

Tim McLean, Owner's Representative for UMC

Phone: 806.548.0146

Email: tim.mclean@umchealthsystem.com

Value: \$7,101,000

Completion Date: 02/2022

New 21,000 sq ft two story clinic, 22 patient rooms, imaging room and nurses station. North side is open to a drive-thru testing and treatment area.

Lubbock Meals on Wheels

Lisa Gilliland, Meals on Wheels Executive Director

Phone: 806.792.7971

Email: lisa@lubbockmow.org

Value: \$3,150,000

Completion Date: 03/2018

Demolition of existing 4,100 sf structure, new 15,000 sf concrete paving parking lot was installed where the existing structure was demolished. Project included sitework, concrete paving, new light poles, landscape & irrigation.

The Carlton House

Philip McRae, CEO of Treemont Capital

Phone: 832.790.7772

Email: pmcrae@treemontcapital.com

Value: \$37,610,867

Completion Date: 07/2022

400,000 sf 209 unit student housing complex and pre-cast concrete parking garage near the Texas Tech Campus in Lubbock, TX.



CRITERION TWO: KEY PROJECT PERSONNEL



Kain Alexander

Project Manager | Teinert

EDUCATION: Texas Tech University
Bachelor of Science, Agribusiness

% OF TIME INVOLVED: 33%

5 Years of Experience

Kain Alexander joined the Teinert team after graduating from Texas Tech University in 2018. Kain was a project intern for Teinert Construction for 2 years prior to graduation. Kain's primary responsibility will be to support the superintendent in the field by managing all submittals, RFIs, pull planning, and scheduling. Kain will also manage the financial aspects of the project.

Notable Projects:

Alliance Credit Union ITM Canopy Addition
Alliance Credit Union South Indiana
Alliance Credit Union Northwest Branch
SPCAA/ Spartan Transportation Levelland
R13 Parking Lot Expansion
Spartan Phase 3-Levelland
Plainview ISD Coronado Additions & Renovations
Plainview ISD Estacado Additions & Renovations
Plainview ISD La Mesa Elementary
Littlefield ISD
Lubbock ISD AgriStem Complex
TTU SPC Track Addition
AimBank Littlefield
First Bank & Trust Office Renovations
LDDA Office Renovations
St. Ann's Catholic Church Youth Activity Center
UMC Business Center Phase2
Indiana Ave. Baptist Church Fellowship Hall & Classroom Addition
TTU Athletic Dining Hall
TTU Frazier Alumni Pavilion
TTU Garst Tennis Courts

REFERENCES

Spartan Transportation

Brian Baker, Spartan Director of Transportation

Phone: 806.894.3800

Email: bbaker@spcaa.org

Value: \$8,300,000

Completion Date: In Progress

Spartan Transportation in Levelland, Texas is a multi-phased project that included demolition of the existing building, new structures (multiple), new concrete paving parking lots, sitework, landscaping & irrigation.

Alliance Credit Union

Clifton Johnson, Business Development Alliance CU

Phone: 806.516.4048

Email: cjohnson@alliancecutx.com

Value: \$2,657,000

Completion Date: 02/2024

We are under construction for Alliance Credit Union's Ninth branch in the Lubbock area that includes over 3,000 sf of custom architectural designed finishes and advanced ITM dispensing machine technology.

Lubbock Independent School District-AgriSTEM Building

Rob Nanz, LISD Facilities and Bond Manager

Phone: 806.798.3098

Email: robert.nanz@lubbockisd.org

Value: \$18,751,000

Completion Date: 11/2023

The complex will consist of a 300 space parking lot, classroom building, 500 seat arena, animal stalls, pens, greenhouse, kitchen, food lab and plant science wing located in Lubbock, TX.



CRITERION TWO: KEY PROJECT PERSONNEL



Ty Johnson

Project Superintendent | Teinert

EDUCATION: High School Diploma

% OF TIME INVOLVED: 100%

11 Years of Experience

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

Notable Projects:

Warren CAT Odessa

Simflo Pump & Supply Testing Facility

SPCAA/ Spartan Transportation Levelland

Metric Athletic

Beck Steel Manufacturing Assembly

Brownfield Fire Station

K&K Supply Warehouse & Office Facility

J&B Industrial Quality Control Office

Afria Brothers Dairy, Milk Barns 1-4

Afria Brothers Dairy, Cross Vent Barns 1-6

Afria Hospital Barns 1 & 2

Dumas Airport Private Hangar

Dumas Airport Commercial Hangar

CDFD Dairy Farms Free Stalls

CDFD Dairy Farms Milk Parlors 1 & 2

CDFD Dairy - Covered Pens (1 mile)

Natural Prairie Dairy Farms Free Stalls

Natural Prairie Dairy Farms Milk Parlors

Natural Prairie Dairy Farms Covered Pens (.5 mile)

Avalanche Dairy Milk Parlor

**Projects in italics were performed while Mr. Johnson was with another firm.*

REFERENCES

Spartan Transportation

Brian Baker, Spartan Director of Transportation

Phone: 806.894.3800

Email: bbaker@spcaa.org

Value: \$8,300,000

Completion Date: In Progress

Spartan Transportation in Levelland, Texas is a multi-phased project that included demolition of the existing building, new structures (multiple), new concrete paving parking lots, sitework, landscaping & irrigation.

Warren CAT Odessa

Fabian Hinojos, Warren Facilities Construction Manager

Phone: 432.210.8654

Email: fabian.hinojos@warren-equipment.com

Value: \$5,208,000

Completion Date: 02/2023

16,500 SF ground up and parking lot addition that includes new office space, break rooms, and conference rooms. Infrastructure improvements associated with this phased project includes a parts department remodel and MEP.

Simflo Testing Facility

Troy Pickering, Simflo CEO

Phone: 806.747.3411

Email: troy@simflo.com

Value: \$5,850,000

Completion Date: 12/2022

29,000 sf pre-engineered metal building surrounded by concrete parking and concrete drives. Building houses 7 trolley cranes and has office spaces, restrooms, shop area and pump testing areas located in Lubbock, TX.



CRITERION TWO: KEY PROJECT PERSONNEL



Jimmy McDaniel, P.E., CFM

Managing Member | AMD

EDUCATION: Texas Tech University
Bachelor of Science, Civil Engineering

% OF TIME INVOLVED: 20

25+ Years of Experience

Jimmy D. McDaniel is a Managing Member/ Owner and a Licensed Professional Engineer for AMD Engineering, LLC. He has worked on a wide variety of engineering projects including municipal paving and drainage, municipal water and sewer, drainage analysis reports, Department of Homeland Security Federal Emergency Management Agency submittals, wastewater treatment plant, elevated storage tanks and various site development projects.

Notable Projects:

Residential:

Bell Farms, 21 Phases
Upland Crossing, 13 Phases
Windstone at Upland, 7 Phases
Harvest, 25 Phases

Commercial:

Betenbough Office
Atmos Energy (Hereford, Plainview, Levelland)
Family Protective Services Building
Overton Hotel and Conference Center
Scoggin Dickey (Levelland)
Peoples Bank (Lubbock)
Dave and Busters (Lubbock)
AimBank (Littlefield)
Carlton House Apartments
D1 Sports Training Facility
TTU Health Sciences Center Entry Road
Legacy at South Plains Assisted Living
Haven Lubbock II

REFERENCES

Betenbough Corporate Office

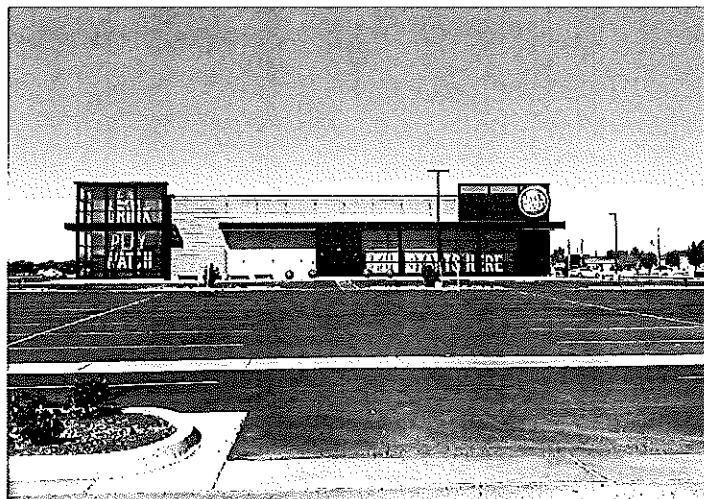
Chris Berry, Land Planning Manager for Betenbough
Phone: 806.797.9494
Email: chris@betenbough.com
Completion Date: 2024
New 41,300 sf corporate office, parking area, municipal improvements, and adjacent drainage channel.

Scoggin Dickey - Levelland

Alex Gross, AIA -Owner of JDMA Architects
Phone: 806.744.4490
Email: agross@jdmateexas.com
Completion Date: 2019
New 29, 00 sf car dealership and service area, parking area and associated vehicle storage area.

Hampton Inn & Suite

Philip McRae, CEO of Treemont Capital
Phone: 832.790.7772
Email: pmcrae@treemontcapital.com
Completion Date: 2020
Demolition of existing retail strip center and construction of municipal improvements and associated parking area.



CRITERION TWO: KEY PROJECT PERSONNEL



Cory Dulin, P.E., CFM

Managing Member | AMD

EDUCATION: Texas Tech University
Bachelor of Science, Civil Engineering

% OF TIME INVOLVED: 5

24+ Years of Experience

Mr. Dulin is a Managing Member/Licensed Professional Engineer for AMD Engineering, LLC. He has worked in both the public and private industries. Mr. Dulin has extensive experience in land planning, municipal water and sanitary sewer improvement systems, municipal paving plans, drainage analyses, survey and plat coordination, and project management for residential, multifamily, and commercial development.

Notable Projects:

Residential:

Orchard Park - 5 Phase
Lakeridge Estates - 3 Phases
Oakmont Estates - 8 Phases
Primrose Pointe - 6 Phases
Lincoln 16 - 5 Phases
Escondido Ranch – 10 Phases
Verrado Estates - 2 Phases

Commercial:

The West End (34th St and W Loop 289)
Crown Point Health Suites (nursing rehab)
Lone Star State Bank (Lubbock)
Iles-Wheatley Elementary School (LISD-Lubbock)
West End (various developments)
Conetrix Office
19th Street Work Force Housing (Lubbock)
Lubbock Christian University
Uptown West Apartments (Lubbock)
HEB (Lubbock)
Commons South (Lubbock)

REFERENCES

The West End and Commons South

Gary Andrews – GRACO Real Estate (Land Developer)

Phone: 806.441.1428

Email: gary@gracorealestate.com

Completion Date: 2024

Design on overall development plan including parking lot grading, drainage analysis, municipal water, and sewer. Coordination with franchise utility companies.

Oakmont and Orchard Park

Dr. Jewell Davis – (Residential Land Developer)

Phone: (806) 789-7909

Email: wjewelldavis@gmail.com

Completion Date: 2019

Design of overall development layout taking into consideration topographic details to best fit the existing tress on-site. Design of all municipal improvements and construction management.

19th Street Workforce Housing

Paul Stell – Stellar Development (Multifamily Developer)

Phone: (806) 771-1117

Email: paul@thestellarfamily.com

Completion Date: 2019

Multifamily development near 19th Street and Upland Avenue. Responsible for parking lot grading, drainage analysis, municipal water and sewer line design, private utilities, and franchise utility coordination.



CRITERION TWO: KEY PROJECT PERSONNEL

REFERENCES



Tyler Apple, P.E.

Project Manager | AMD

EDUCATION: Georgia Institute of Technology
Bachelor of Science, Civil Engineering

Texas Tech University
Master of Science, Civil Engineering

% OF TIME INVOLVED: 40

14+ Years of Experience

Mrs. Apple is a Licensed Professional Engineer for AMD Engineering, LLC. She has worked in both the public and private industries. Mrs. Apple has extensive experience in multifamily and commercial development, land planning, municipal water and sanitary sewer improvement systems, municipal paving plans, drainage analysis, survey and plat coordination, and project management for both commercial and residential development.

Notable Projects:

Residential:

The Hudson Apartments
La Ventana Apartments
Primrose Retirement Community
Monarch Point Apartments

Commercial:

LISD Parking Renovations (multiple locations)
Upland Heights Elementary School
Legacy Elementary School
Talkington School Theatre
Ervin Elementary School
LCU Soccer Complex
Affordable Storage (multiple locations)
Starbucks (multiple locations)
West Texas Eye Clinic
Slim Chickens (multiple locations)
Transitional Learning Center
Peoples Bank (multiple locations)
Dunkin' Donuts (multiple locations)
FedEx Ground Distribution Center

LISD Byron Martin Advanced Technology Center Parking Lot Renovation

Kevin Cockrell

Phone: (806) 559-9154

Email: kcockrell@frenship.us

Value: \$840,000

Completion Date: 2022

Design of existing parking lot, sidewalk, driveways, and structures. Design new 3.5-acre parking lot, bus lane, sidewalks, and ADA compliant travel path.

Affordable Storage - Woodrow and Quaker

Michael Postar (Owner)

Phone: (806) 771-0047

Email: postarmichael@gmail.com

Completion Date: 2023

Parking and utility improvements for a new 20-acre facility for storage, shop rental, retail store front, and RV storage.

LISD Talkington School Theatre

Stephen Drewell, AIA – MWM Architects

Phone: (832) 745-7707

Email: sdrewell@mwm-arch.com

Completion Date: 2022

Demolition of existing improvements, relocation of utilities, construction of municipal improvements, private utilities, sidewalk, and new 1-acre parking area.



CRITERION TWO: KEY PROJECT PERSONNEL



Will Stephens, P.E., CFM
Project Manager | AMD

EDUCATION: Texas Tech University
Bachelor of Science, Civil Engineering

% OF TIME INVOLVED: 50

6+ Years of Experience

Will Stephens is a Registered Professional Engineer for AMD Engineering, LLC. Mr. Stephens has experience in land planning, municipal water, and sanitary sewer, improvement systems, municipal paving plans, drainage analysis, survey and plat coordination, and project management for multiple commercial developments. With Mr. Stephen's experience in Civil Engineering services, he can ensure that your project is on schedule and within budget.

Notable Projects:

Residential:

Bacon Crest North Apartments
La Ventana Apartments
Primrose Retirement Community

Commercial:

Talkington School Theatre
Lamb County Healthcare Facilities
LCU Tennis Facility
Affordable Storage (multiple locations)
Starbucks (multiple locations)
UMC Family Clinic at 98th and Frankford
Slim Chickens (in Levelland)
Dave & Buster's
Ochiltree Hospital Additions
Chipotle (multiple locations)
Betebough Corporate Office
T-Mobile (multiple locations)
LCHS Parking Lot & Athletic Complex
HEB Feasibility Study

REFERENCES

Commons South/McCoy's Bridge & Drainage Channel

Tyler Parr

Phone: (806) 789-9740

Email: tyler@graco.dev

Value: \$750,000

Completion Date: January 2023

Design of culvert bridge crossing between Commons South Development and the Academy Parking Lot on South Quaker. Design and construction management of a culvert bridge crossing, concrete lined drainage channel, playa lake cut/fill plan, drainage analysis report, and construction management.

Fresh American Restaurant

Grant Koertner - Architect

Phone: (806) 718-6190

Email: grant@condray.com

Completion Date: 2023

Parking lot grading, drainage analysis, municipal water/sewer line design, private utilities, franchise utility coordination, and construction management for a new restaurant located at 114th Street and Memphis Ave.

19th and Loop 289 - Detention Pond & Utility Design

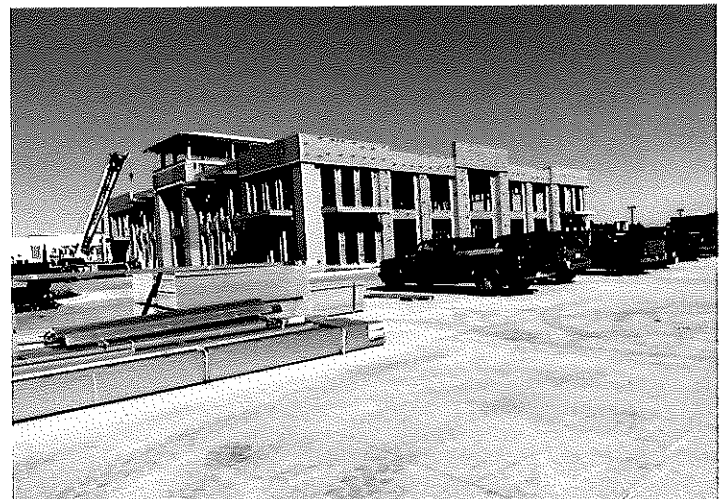
Garrett Haley - Developer

Phone: (806) 722-1022

Email: garrett@wheelhousetexas.com

Completion Date: 2022

Demolition of existing improvements, design of a 1-acre detention facility, franchise utility coordination, coordination with TxDOT on detention pond design, municipal and private utility extensions for future commercial pad sites, underground storm sewer design on 4-acres of undeveloped land at 19th Street and W Loop 289.



CRITERION TWO: KEY PROJECT PERSONNEL



Reese Wright, P.E.
Vice President | Agnew Associates

EDUCATION: Texas Tech University
Bachelor of Science, Electrical Engineering

% OF TIME INVOLVED: 10

25+ Years of Experience

Reese Wright has designed lighting, electrical power distribution, and communication systems for airports, telephone central office buildings, churches, schools, office buildings, industrial facilities and hospitals.

Notable Projects:

Lubbock Fire Station #15
Lubbock Fire Stations (8 Stations)
Levelland Fire Station
Odessa Fire Station #4, #5, #7 and #8
Odessa Central Fire Station
Odessa College Fire Training Center Lubbock International Airport, Fire Station HVAC Retrofit
City of Lubbock Animal Shelter and Adoption Center
Kelly Air Force Base, Batch Treatment Facility,
Lubbock International Airport, HVAC Renovation
Midland International Airport, New Terminal
Southwestern Bell Telephone Co., Directory Assistance Unit, Porter/Sherwood Building,
Midland Int'l Airport, Maintenance Facility
Midland Int'l Airport, Computerized SEC System Upgrade
Childress TxDOT Maintenance Facility
Lubbock Civic Center Life Safety Renovation
Sterling County Community Center HVAC Renovations
Lubbock Youth Sports Complex
Ector County Annex Elections Office
Winkler County Courthouse HVAC Modifications
Municipal Square Chiller Replacement
Midland DPS Chiller Replacement
Andrews County Arena Air Conditioning Upgrade
Reeves County Detention Center Mechanical Upgrade
Andrews City Hall Addition and Renovations, Andrews Renovations to the Maggie Trejo Super Center
City of Lubbock New City Hall Elevator
City of Lubbock Solid Waste Facility Office Expansion
Ector County Horse Stalls
City of Odessa Police Department Special Vehicle Storage
City of Odessa I.T. Room HVAC Improvements
Midland County CSCD
EC Law Enforcement Center Additions & Renovations
Sherwood Community Center Renovation

REFERENCES

Lubbock County Detention Facility

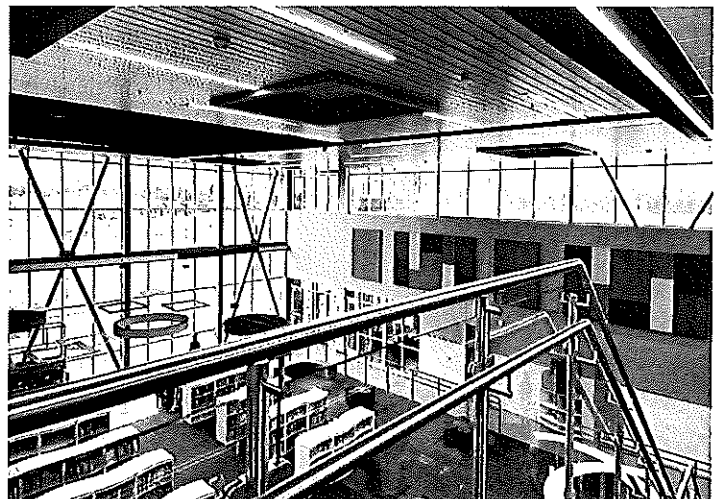
Natalie Harvill, P.E., Director of Facilities
Phone: 806.775.1003
Email: nharvill@co.lubbock.tx.us
Value: \$80,000,000
Completion Date: 07/2010
Stand-alone 350,00 sf, 1500 bed jail facility, designed for future expansion capability for 2000 inmates.

Odessa College Wood Health Science Building

Bryan Heifner, Physical Plant Director
Phone: 432.238.6375
Email: bheifner@odessa.edu
Value: \$27,000,000
Completion Date: 12/2023 (Est.)
The Wood Health Science Building is a new four-story, 90,000 sf educational facility located on the campus of Odessa College. The facility provides general classroom space, community meeting space, and is the home to the college's nursing program.

Dumas North Elementary School

Eddie Crossland, Director of Operations
Phone: 806.935.6461
Email: eddie.crossland@dumasisd.org
Value: \$28,000,000
Completion Date: 09/2023
New 130,000 sf elementary school comprised of classrooms, administration area, gymnasium, cafeteria multi purpose area and various other support spaces. One classroom wing is being constructed as a FEMA rated storm shelter that will ensure the safety of the occupants in the event of severe weather event.



CRITERION THREE: RELEVANT PROJECT EXPERIENCE



Lubbock Meals on Wheels Parking Lot

Value: \$209,906

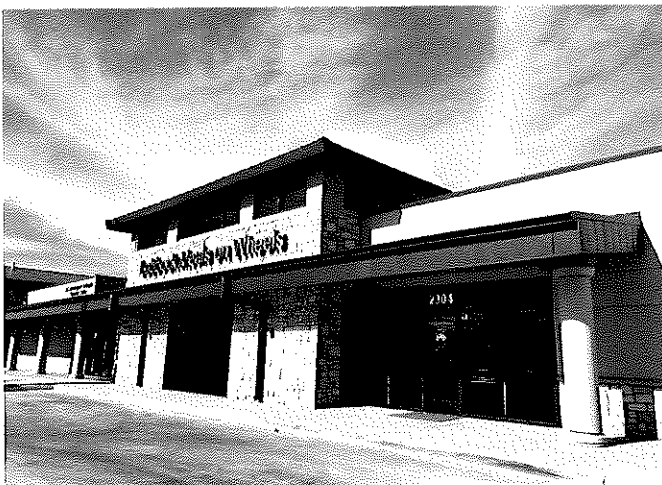
Completion Date: March 2018

Delivery: CMAR

Demolition of existing 4,100 sf structure next door to the new Lubbock Meals on Wheels in Lubbock, TX.

A new 15,000 sf concrete paving parking lot was installed where the existing structure was demolished. Project included demolition, sitework, concrete paving, new light poles, landscape & irrigation.

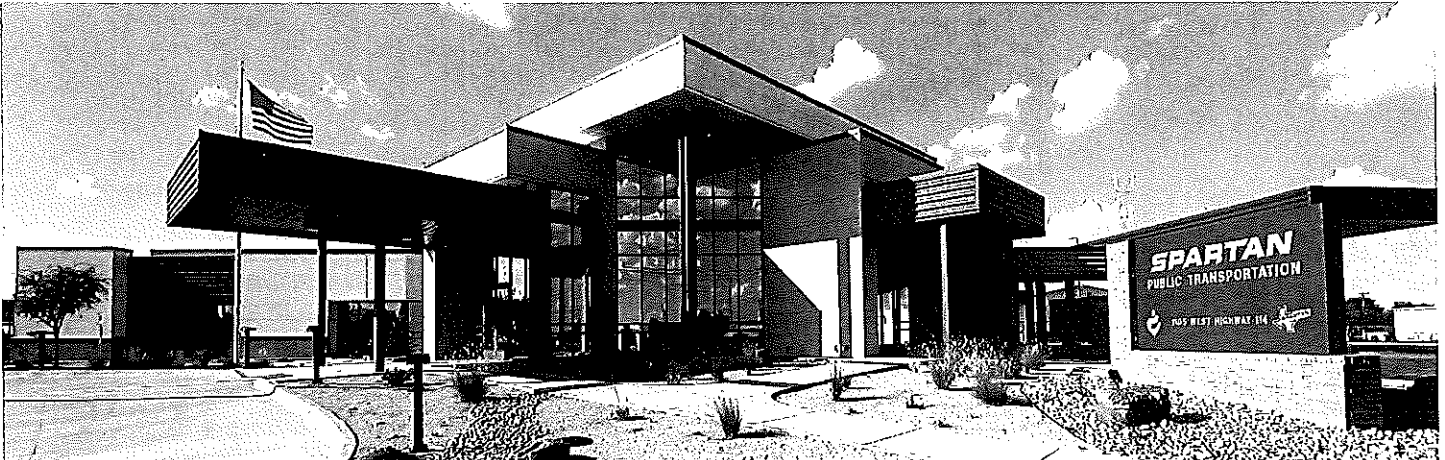
Project Challenges included demolition next to an occupied building, coordinating sitework and concrete trucks without interrupting day to day operations of Lubbock Meals on Wheels.



Reference

Lisa Gilliland
Lubbock Meals on Wheels
806.792.7971
lisa@lubbockmow.org

CRITERION THREE: RELEVANT PROJECT EXPERIENCE



SPCAA/SPARTAN Transportation Center Levelland, Texas

Value: \$8,300,000

Completion Date: In Progress

Delivery: CMAR

SPCAA/Spartan Transportation Rural Mobility Center is a transportation HUB located in Levelland, TX. Spartan was a multi-phased project that included demolition of the existing building, new structures (multiple), new concrete paving, new light poles, landscape & irrigation.

Phase 1 of this project included a 5,000 sf training facility and a 2,000 sf storage facility. Training facility includes classrooms, restrooms, bus training bay and a wash bay to clean and maintain buses.

Phase 2 of the project includes a 22,000 sf administration building with offices, conference rooms, dispatch center and ample support space for the operations.

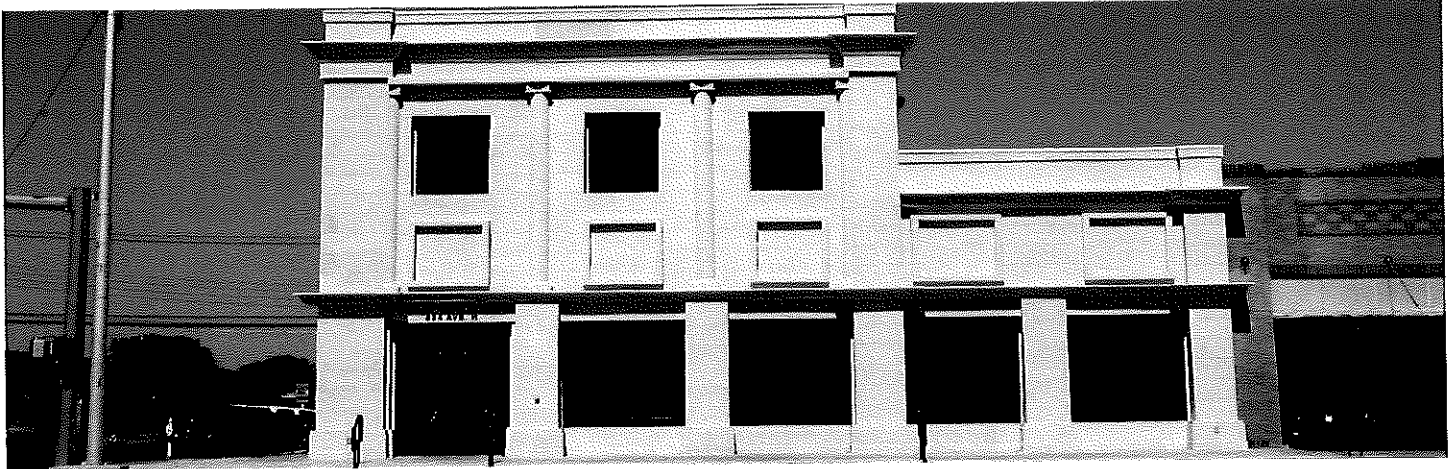


References

Brian Baker
SPARTAN
806.894.3800
bbaker@spcaa.org

O'Jay Barbee
Chapman Harvey Architects
806.749.1153
ojayb@chapmanharvey.com

CRITERION THREE: RELEVANT PROJECT EXPERIENCE



Hockley County Annex Building

Value: \$2,173,550

Completion Date: April 2016

Delivery: CMAR

The Hockley County Courthouse Office Annex building (10,106 sf) provided a facelift to an existing downtown building and tied it architecturally to the existing courthouse building. This project required extensive structural renovations to allow for two floors of office space, including a newly installed elevator.

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



References

Larry Harvey
Chapman Harvey Architects
806.749.1153
larryh@chapmanharvey.com

Larry Carter, County Commissioner
Hockley County
806.893.3339
lcarter@hockleycounty.org

CRITERION FOUR: PROJECT APPROACH

Attracting Qualified and Experienced Subcontractors

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

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

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



West Texas Chapter
Associated General Contractors of America



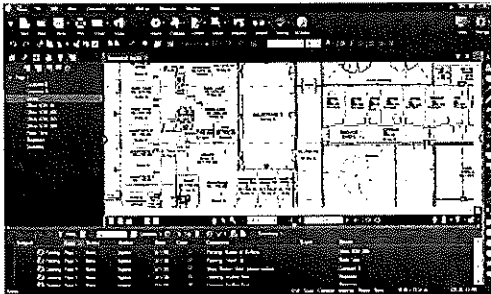
DODGE Reports



CRITERION FOUR: PROJECT APPROACH

"You helped us get so much more out of our project than we initially expected."

Michael Sullivan, CEO
Community Health Center of Lubbock



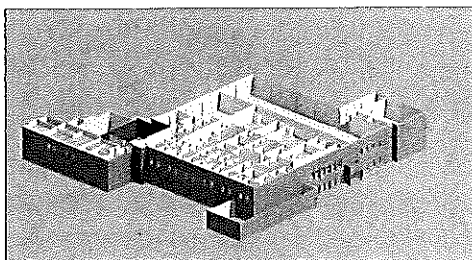
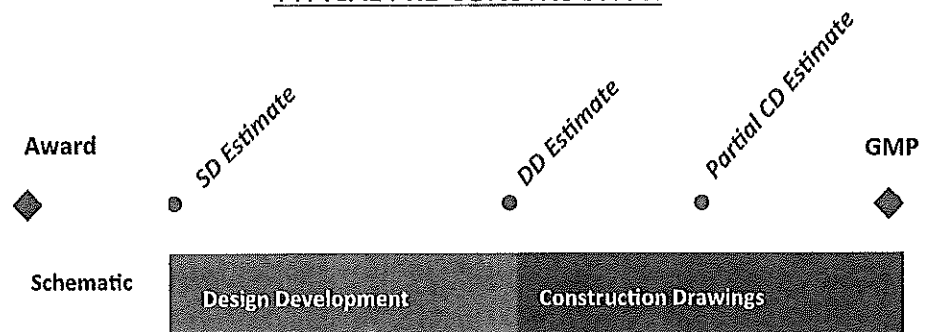
COST ANALYSIS METHODS DURING DESIGN

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

In most Construction Manager at-Risk Scenarios, the CM will prepare an initial estimate at the schematic drawing stage. This estimate is updated with each new stage of drawings (typically Design Development Drawings, 75% Construction Drawings and again at 95% Construction Drawings). Teinert prefers to adopt a collaborative project delivery, in which we work with the design team on a consistent basis to provide continuous monitoring of the project budget.

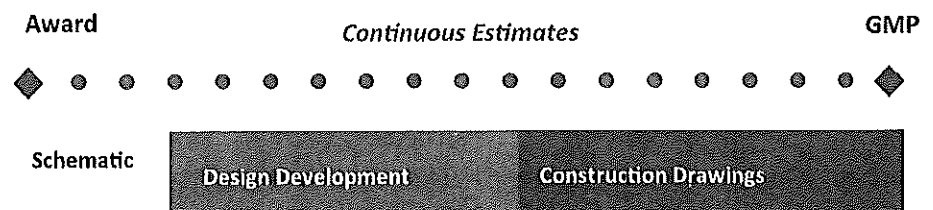


TYPICAL PRE-CONSTRUCTION



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

TEINERT - COLLABORATIVE PRE-CONSTRUCTION



CRITERION FOUR: PROJECT APPROACH

"Being a Good Steward" - Examples of Success in Cost Control

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

Kreg Robertson, AIA

UMC Business and Data Center

GMP: \$20,784,000

Final: \$20,116,000

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

Western Texas College Infrastructure Package

GMP: \$12,580,000

Final: \$12,801,000

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

Texas Tech Petroleum Engineering Renovations

GMP: \$7,413,000

Final: \$7,212,000

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

Lubbock Meals on Wheels

GMP: \$3,330,000

Final: \$3,099,000

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

United Supermarkets #555

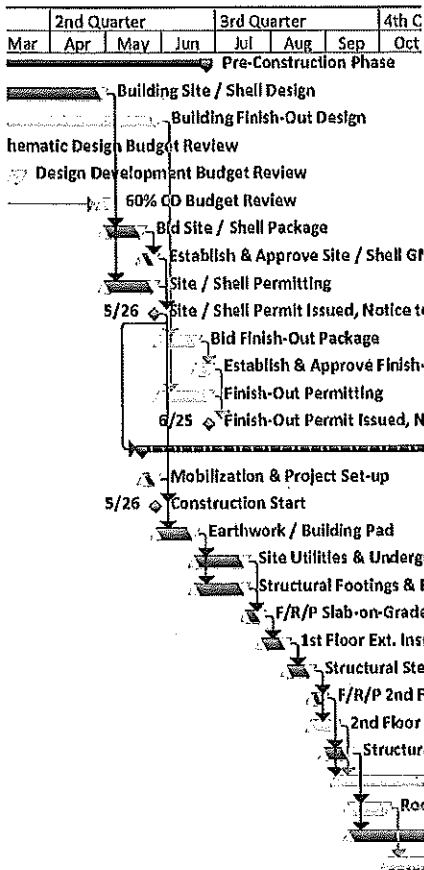
GMP: \$8,881,000

Final: \$8,752,000

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

CRITERION FOUR: PROJECT APPROACH

SCHEDULE MANAGEMENT



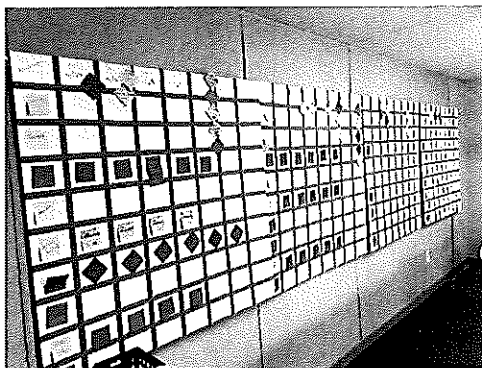
Allen Teinert has a saying that is often repeated in our day-to-day operations. "OTOB - On Time, On Budget!" Our clients will attest to our ability to consistently complete projects on time. This starts with careful planning during the pre-construction phase. Teinert uses Microsoft Project to develop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

Maintenance of Critical Path Method (CPM) Construction Schedule

Teinert believes it is paramount that the Construction Manager control the schedule and provide constant direction and monitoring of trade contractors and vendors throughout the project. The primary scheduling tool Teinert + Parkhill uses to ensure timely completion of a project is development of Critical Path Method (CPM) schedule. Teinert uses Microsoft Project, a premier construction scheduling software, to develop the project schedule. From this master CPM schedule, other scheduling tools such as Look-Aheads, Fragmented Network Schedules (Fragnets) and Task Lists are employed to manage the schedule on a closer level. Teinert develops the CPM schedule prior to Subcontractor / Vendor bidding of a CM-at Risk project. The schedule is made available to all Subcontractors and Vendors during the bidding process to ensure that they can bid the project in a manner that is conducive to timely completion of the project.

Pull Planning

Pull Planning is a lean construction practice that Teinert employs to create buy-in and accountability for trade contractors with regard to the project schedule. A pull planning schedule board (see image to the left) will be installed in the project trailer. The columns represent days, and the rows represent trade contractors. Each trade contractor is given a certain color of post-it notes that represent their activities. There will be a weekly pull planning meeting where all trade superintendents meet to conduct this exercise.



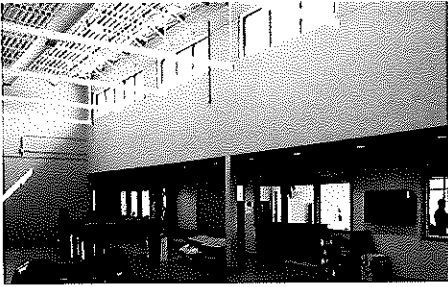
Pull Planning boards at Richardson Elementary School in Dimmitt, TX

Methods for Schedule Recovery

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

CRITERION FOUR: PROJECT APPROACH

PROJ Examples of Success in Timely Completion



Dimmitt ISD - Richardson Elementary School - \$20.5MM

DELIVERED 6 WEEKS EARLY

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



UMC Business and Data Center - \$20MM

DELIVERED 1 MONTH EARLY

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



Western Texas College Infrastructure Package - \$12.5MM

DELIVERED 3 MONTHS EARLY

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



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

START DELAYED 2.5 MONTHS DUE TO OWNER CHANGE IN SCOPE, PROJECT STILL DELIVERED ON ORIGINAL DATE

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



Centennial Elementary School Addition - \$2MM

DELIVERED 2 MONTHS EARLY

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

CRITERION FOUR: PROJECT APPROACH

"Your team responded quickly and without question. Thanks for taking care of this issue after the warranty period!"

Mike Briggs, AIA
BGR Architects



TEINERT'S APPROACH TO ADDRESSING ANY WARRANTY REQUESTS INCLUDING PROCESS USED TO DETERMINE WORK IS COMPLETED IN A TIMELY MANNER.

Teinert believes that complete Construction Management Services include full service from pre-construction through the warranty period *and beyond that*.

We begin preparing for the warranty period during construction by maintaining a log of all required operations, maintenance, record and warranty documents. We gather these items from trade contractors as early as possible, typically starting at approximately 50% project completion. This means less time gathering data when we are at the intense period of completing the project.

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

HOW TEINERT HANDLES LONG-TERM WARRANTY ITEMS THAT MAY BE REQUIRED SUCH AS DOORS, INSULATED GLAZING, ROOFING, EQUIPMENT COMPRESSORS, ETC.:

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

Motion by Commissioner Wisdom, second by Commissioner Clevenger, 4 votes yes, 0 votes no, that Commissioners court approved the nomination for election of a member to the Hockley County Appraisal District Board of Directors 2024-2025. As per Resolution to nominate Larry Carter recorded below.

THE STATE OF TEXAS

COMMISSIONERS COURT

OF

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

RESOLUTION

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

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

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

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

BE IT RESOLVED, that the Hockley County Commissioners Court met in Regular Session this the 11TH day of September, A.D., 2023, and among other business, the following was had, to-wit:

Motion by Commissioner Alan Wisdom, seconded by Commissioner Tommy Clewinger, and carried, that Larry Carter, be nominated as a candidate for the Hockley County Tax Appraisal District Board of Directors, and if elected, (or selected) shall serve on said board for the 2024-2025 term of office, representing Hockley County, Texas.

Hockley County Commissioners Court

By: Sharla Baldrige
Sharla Baldrige, County Judge

ATTEST:

Jennifer Palermo
Jennifer Palermo, County Clerk



Motion by Commissioner Wisdom, second by Commissioner Carter, 4 votes yes, 0 votes no, that Commissioners court approved the FY 2024 Statewide Automated Victim Notification Service (SAVNS) Grant Contract. As per Grant recorded below.



RE: FY 2024 SAVNS Grant Contract

Contract Number: C-01119

Grantee: Hockley County

Amount: \$6,778.54

Executed: 9/19/2023 | 10:50 AM CDT

Term: September 1, 2023 – August 31, 2024

Budget Coding:

ORG	PCA	Agy Obj
B310000	11300	5137

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. C-01119

This grant contract ("Grant 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 Grant 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 to crime victims and other interested individuals, promote public safety, and support the rights of victims of crime. To ensure a standard statewide service to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities"), including GRANTEE, the OAG makes grant funds available for eligible expenses related to SAVNS services delivered to GRANTEE by the vendor certified by the OAG.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 11, 2019. After an evaluation of offers, the OAG identified, certified, and entered into a contract with a single vendor to provide statewide automated victim notification services ("SAVNS Services"). The initial term of the OAG Vendor Certification and Service Agreement ("OAG Certification Agreement") is/was from September 1, 2019, to August 31, 2020 ("Initial Term"). On August 28, 2023, OAG exercised its right to renew the OAG Certification Agreement with the renewal term to begin on September 1, 2023, and end on August 31, 2024 ("Fourth Renewal Term"). The vendor certified to provide the services is Appriss Insights, LLC, ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

SECTION 2. TERM OF THE CONTRACT

This Grant Contract shall begin on September 1, 2023, and shall terminate August 31, 2024, unless it is terminated earlier in accordance with another provision of this Grant Contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Participating Entity Service Contract. GRANTEE shall execute a service agreement with the Certified Vendor to provide services consistent with, and subject to the limitations contained in, the OAG Certification Agreement and documents incorporated therein.

Specifically, the Participating Entity Service Contract attached hereto as Exhibit B shall be used by GRANTEE in entering into a contractual relationship with the Certified Vendor. All grant funds provided under this Grant Contract shall be conditioned on the GRANTEE's use of the exemplar Participating Entity Service Contract, as attached hereto, and in addition to any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein. GRANTEE further acknowledges and agrees that no changes or modifications may be made to the Participating Entity Service Contract or to any executed Participating Entity Service Contract between GRANTEE and the Certified Vendor, except as specifically authorized within this Grant Contract in Section 3.1.1 below, as otherwise separately authorized by the OAG in writing, or to accomplish an amendment, renewal, or extension made or otherwise exercised by GRANTEE pursuant to Section 1 therein. Notwithstanding the foregoing, GRANTEE is encouraged to negotiate and include additional terms and conditions individually tailored to meet the GRANTEE's unique needs related to the SAVNS program, only to the extent any such additional terms and conditions do not limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached hereto as Exhibit B.

3.1.1 Authorized Modifications to the Participating Entity Service Agreement. GRANTEE is hereby authorized, without additional approval of the OAG, to include additional terms, conditions, or requirements related to the following sections of the Participating Entity Service Agreement as attached hereto as Exhibit B:

- a. Section 6 Additional Services: GRANTEE may require, negotiate, and include additional terms or conditions relating to the mutual agreement, provision, and payment for Additional Services that do not otherwise modify, impact, or limit the services required under the exemplar Participating Entity Service Agreement;
- b. Section 7.1 Performance Reports: GRANTEE may require reports relating to the performance standards and requirements of the SAVNS system under the exemplar Participating Entity Service Agreement;
- c. Section 7.2 Performance Remedies: GRANTEE may require additional terms or conditions relating to the calculation and withholding mechanism for Certified Vendor's failure to meet its performance requirements the exemplar Participating Entity Service Agreement;
- d. Sections 9.2(a) and 9.2(b)(iii) Standard of Care: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- e. Sections 9.3(b), 9.3(c), and 9.3(d) Information Security: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- f. Section 9.4(b)(iv) Security Breach Procedures: GRANTEE may require

- Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- g. Section 9.5 Oversight of Security Compliance: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
 - h. Section 10.4 Exclusions: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
 - i. Section 12.1 Limitation of Liability: The Certified Vendor may request a limitation of liability to be included. It is incumbent on the GRANTEE to determine if the proposed limitation is sufficient, permissible under applicable state and local law, and whether or not to include and incorporate such limitation into the Participating Entity Service Agreement;
 - j. Section 12.2 Indemnification: GRANTEE may require, negotiate, and include additional or alternative indemnification provisions, to the extent such provisions are permissible under applicable state and local law, either in addition to or in lieu of those included within the Participating Entity Service Agreement; and
 - k. Section 14.5 Dispute Resolution: GRANTEE may require specific dispute resolution provisions compliant with its local laws, regulations, and other policies applicable to the GRANTEE.

3.1.2 Executed Copy of Financial Participating Entity Service Contract Required. GRANTEE is hereby placed on immediate financial hold, consistent with Section 9.2 of this Grant Contract, and will remain on financial hold until OAG receives an executed copy of the Participating Service Contract along with any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein in accordance with and as required by this section. To the extent the executed Participating Entity Service Contract includes any additional terms or conditions that limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached here as Exhibit B, the GRANTEE will continue to remain on financial hold until GRANTEE provides OAG an executed Participating Service Contract in accordance with and as required by this section and consistent with the exemplar Participating Entity Service Contract as attached here as Exhibit B.

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a “Maintenance Plan.” The Maintenance Plan, at a minimum, will be designed to accomplish the following: make

available offender information that is timely, accurate, and relevant to support the SAVNS Services; verify the Certified Vendor's performance according to the Participating Entity Service Contract; satisfactorily discharge GRANTEE's obligations as described in the Participating Entity Service Contract; and identify and dedicate GRANTEE staff, resources, and equipment necessary to maintain the SAVNS services in the Participating Entity Service Contract.

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 Participating Entity Service Contract as well as this Grant Contract. GRANTEE will execute a Participating Entity Service Contract with the Certified Vendor for the term of this Grant 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 Grant Contract, the requirements, duties, and obligations contained in Section 3 of this Grant Contract are collectively referred to as the "Scope of Services." As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

3.6 Special Conditions. The OAG may, at its sole discretion, impose additional requirements not specifically provided for in this Grant Contract based on a need for information, ("Special Conditions") on GRANTEE, without notice and without amending this Grant Contract. The OAG, at its sole discretion, may supplement, amend, or adjust the Special Conditions of this Grant 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 all applicable reports and 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 Grant 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 the 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 to ensure the integrity of the fiscal and programmatic management of the organization.

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 Grant 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. Information, documentation, and other material in connection with this Grant Contract or the underlying grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with OAG, the State of Texas, or any state agency pursuant to the Grant Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to OAG, the State of Texas, or any state agency.

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports to the extent requested by OAG, in a format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE shall provide a written explanation to the OAG on a quarterly basis to the extent that the performance of the SAVNS system, the Certified Vendor, or the GRANTEE varies from the projected performance thereof as provided in the Maintenance Plan required by Section 3.2 hereunder. 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. GRANTEE shall provide OAG with any and all Problem Logs at OAG's request.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this Grant Contract,

GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Quarterly Requests for Reimbursement. OAG grant funds will be paid on a cost-reimbursement basis no more frequently than quarterly pursuant to the process below. The OAG shall only reimburse actual and allowable allocable costs incurred and paid by GRANTEE during the term of this Grant Contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination or expiration of this Grant Contract. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this Grant Contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this Grant Contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

a. GRANTEE shall submit a request for reimbursement to the OAG for the prior 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 Grant Contract end respectively on November 30, February 28, May 31, and August 31.

b. GRANTEE shall include a verification with its request for reimbursement stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter and incurred the actual and allowable allocable costs for which GRANTEE seeks reimbursement.

c. If GRANTEE does not submit the required request for reimbursement and verification to the OAG within twenty (20) days of the next month following the end of any 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.

4.3.3 Limited Pre-Reimbursement Funding to GRANTEE. Notwithstanding Section 4.3.2 above, the OAG, may, at its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:

a. A fully executed Participating Entity Services Agreement with the Certified Vendor for the time period covered by this Grant Contract;

b. An invoice from the Certified Vendor which includes the dates covered under this Grant Contract;

c. A completed OAG form “Verification of Continuing Production Record” which shall be provided by the OAG upon request;

d. An invoice to the OAG that complies with the requirements of the OAG; and

- e. A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.

4.3.4 Fiscal Year End Required Reports. GRANTEE shall submit fiscal year-end required reports that shall be received by the OAG on or before September 20 of each year covered by the term of this Grant Contract. The year-end reports shall include the following:

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
- b. **Equipment Inventory Report.** To the extent the purchase of equipment is authorized under this grant and GRANTEE purchases equipment is purchased with grant funds. 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.

4.3.5 Annual Independent Financial Audit Report.

GRANTEES that are required to undergo a Single Audit must complete and submit the Single Audit of the complete program and/or organization and management letter of the audit findings within nine months of the end of the fiscal year of the agency. The audit will meet Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 and Texas Grant Management Standards (TxGMS) requirements. GRANTEES whose expenditures require the completion of a Single Audit, must submit a Single Audit to the OAG, an Annual Independent Financial Audit will not satisfy the audit requirement. GRANTEES that are required to undergo an Annual Independent Financial Audit by statute, regulation, or organizational policy must submit the Annual Financial Audit of the complete program and/or organization and management letter of the audit findings if requested by the OAG. GRANTEES who do not meet the expenditure threshold of the Single Audit and are not required by statute, regulation, or organizational policy to complete an Annual Audit, are not required to submit an Annual Audit to the OAG.

4.3.6 Close Out Invoice GRANTEE shall submit a final invoice not later than twenty (20) days after the earlier of (1) the termination of this Grant Contract; or (2) the end of each state fiscal year covered by the term of this Grant Contract.

4.3.7 Refunds and Deductions. If the OAG determines that an overpayment of grant funds under this Grant Contract has occurred, such as payments made inadvertently, pre-reimbursement payments that were not expended, or payments made but later determined not to be actual and allowable allocable costs, 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 Grant 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 Grant Contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request; however, as between the OAG and GRANTEE title for equipment will remain with GRANTEE.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this Grant Contract 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 Grant 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.

4.3.10 Debts and Delinquencies. GRANTEE agrees that any payments due under the Grant Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

4.4 Notification of Change in Jail Management System and/or Court Management System. GRANTEE shall submit written notice to the OAG of any change in the following: Jail Management System and/or Court Management System Vendor, Jail Management System and/or Court Management System software or version of software, or any change in the hardware supporting these systems (router, hard drive, etc.) that may impact the transference of data to the SAVNS Vendor. Such notice for change in management vendors or software shall be provided at least sixty (60) days in advance of such change. Notice of change in hardware supporting the systems must occur as soon as possible after the issue occurred that caused the need for replacement but prior to replacement.

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 Grant Contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability is void unless supported by a written

amendment to this Grant Contract executed between OAG and GRANTEE.

5.3 Payment of Authorized Costs. The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this Grant Contract. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

Notwithstanding the foregoing, should GRANTEE wish to alter the scope of the grant or change the goals of the grant by adding or eliminating goals which were included in the GRANTEE's final "Scope of Services" included in Section 3 above, such alteration or change may only be achieved by a written, duly executed amendment to this Grant Contract.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this Grant Contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this Grant Contract is first executed. GRANTEE agrees that nothing in this Grant Contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this Grant Contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this Grant Contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) 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 Grant Contract. **GRANTEE agrees that notwithstanding any other provision of this Grant 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 Grant Contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this Grant 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, or if the OAG receives financial reporting which indicates high financial risk, 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 Grant Contract.

Termination of this Grant Contract for any reason or expiration of this Grant Contract shall not release the Parties from any liability or obligation set forth in this Grant Contract that is expressly stated to survive any such termination or 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 Grant 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 Grant 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 Grant Contract. Such funds include those funds representing the number of months of SAVNS services that were previously invoiced and paid by the OAG under this Grant Contract.

6.5 Notices to Certified Vendor. Any termination of this Grant 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 Grant 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 Grant Contract.

7.2 Records Retention. GRANTEE shall maintain and retain records for a period of seven (7) years after the Grant Contract is completed or expires, or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Grant Contract or documents are resolved. The records include, but may not be limited to, the Grant Contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under the Grant Contract, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered. OAG may, at its discretion, direct GRANTEE to retain documents for a longer period of time or transfer certain grant records to OAG custody when it is determined the records possess longer term retention value. GRANTEE must include the substance of this clause in all subcontracts.

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 Grant Contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this Grant Contract or through a subcontract under this Grant Contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this Grant Contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' notice of any such examination or audit.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this Grant Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this Grant Contract or indirectly through a subcontract under this Grant Contract. The acceptance of funds by GRANTEE or any other entity or person directly under this Grant Contract or indirectly through a subcontract under this Grant Contract acts as acceptance of the authority of the 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 Grant Contract. GRANTEE also represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

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 Grant Contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate the proper methods for the delivery of information to the OAG by GRANTEE. The OAG generally requires submission of information via email. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this Grant Contract including but not limited to semi-annual statistical reports, annual performance reports, financial status reports, requests for reimbursement, Annual Compiled Financial Statement Report, and any other reports, notices or information must be submitted in the manner directed by the OAG. The manner of delivery may be subject to change during the term of the Grant Contract, in the sole discretion of the OAG.

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate, and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this Grant Contract, the OAG, 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 Grant 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, indicators of financial risk, or reports of conflict of interest or potential/actual fraud, waste, and abuse, 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 Grant Contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, GRANTEE remains responsible for complying with the Grant 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 Grant Contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, including 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this Grant Contract. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement applies.

10.2 Uniform Grant Management Act, TxGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies including Texas Government Code, Chapter 783, and the Texas Grant Management Standards (TxGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, which are incorporated herein by reference, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with TxGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE represents and warrants that performance under the Grant Contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future

employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. Further, GRANTEE represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the Grant Contract or grant, GRANTEE shall promptly notify the OAG. 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 Grant Contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract.

10.5 Does Not Boycott Israel. To the extent required by Texas Government Code Section 2271.002, GRANTEE represents and warrants, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this Grant Contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee. For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Sec. 808.001(1).

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

10.7 Restriction on Abortion Funding. GRANTEE acknowledges that, under article IX, section 6.24 of the General Appropriations Act for the term covered by this Grant Contract, and except as provided by that Act, funds may not be distributed under this Grant Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

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 Grant 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 PERMISSIBLE UNDER THE TEXAS CONSTITUTION AND LAWS PROMULGATED THEREUNDER, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS OAG AND THE STATE OF TEXAS, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OAG. OAG AND GRANTEE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, social media posting, public service announcement, or public service disclosure relating to this Grant Contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

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 Grant 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, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

GRANTEE shall obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the GRANTEE's obligations to the OAG under this Grant Contract. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG such rights, GRANTEE shall promptly bring such refusal to the attention of the OAG Program Manager for the Grant Contract and not proceed with the agreement in question without further authorization from the OAG.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this Grant Contract is considered program income. Unless otherwise required under the terms of this Grant Contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, 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 Grant Contract term; program income not expended in this Grant Contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this Grant Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Grant 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. GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this Grant Contract without the prior written approval of the OAG. OAG shall maintain the complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any duty under this Grant Contract, and the OAG may withhold its approval for any reason or no reason. In the event OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Grant Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Contract and that the OAG shall not

be liable in any manner to GRANTEE's subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this Grant Contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this Grant Contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue.

This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the OAG.

GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue of the suit, action or proceeding.

11.11 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this Grant Contract who will be working on any matter covered by this Grant Contract.

11.12 No Use of Grant Money for Lobbying. GRANTEE shall not use any grant funds provided by OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office. GRANTEE represents and warrants that OAG'S payments to GRANTEE and GRANTEE'S receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

11.13 Dispute Resolution Process. The dispute resolution process provided for in Chapter 2009 of the Texas Government Code shall be used to resolve any dispute arising under this Grant Contract including specifically any alleged breach of the Contract by OAG.

11.14 Child Support Obligation Affirmation. GRANTEE represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract,

bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.”

11.15 Excluded Parties. GRANTEE certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

11.16 Executive Head of a State Agency Affirmation. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, GRANTEE certifies that it is not (1) the executive head of the OAG, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of the OAG, (3) a person who employs a current or former executive head of the OAG.

11.17 Political Polling Prohibition. GRANTEE represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

11.18 Financial Participation Prohibited Affirmation. Under Section 2155.004(b) of the Texas Government Code, GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that the contract may be terminated and all payments withheld if this certification is inaccurate.

11.19 Human Trafficking Prohibition. Under Section 2155.0061 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that this contract may be terminated and all payments withheld if this certification is inaccurate.

11.20 Prior Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that this contract may be terminated and all payments withheld if this certification is inaccurate.

11.21 Cybersecurity Training Program. All GRANTEES must complete a cybersecurity training. If the GRANTEE is a local unit of government, GRANTEE represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If the GRANTEE has access to any state computer system or database, GRANTEE shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with Section 2054.5192 of the

Government Code.

11.22 Debarment and Suspension. GRANTEE certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

11.23 Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations. GRANTEE represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

11.24 Legal Authority. GRANTEE represents that it possesses legal authority to enter into this Grant Contract. A resolution, motion or similar action has been duly adopted or passed as an official act of the GRANTEE'S governing body, authorizing the execution of the Grant Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of GRANTEE to act in connection with the Grant Contract and to provide such additional information as may be required.

11.25 Limitations on Grants to Units of Local Government. GRANTEE acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- a. Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
- b. Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- c. Sections 2113.012 and 2113.101 of the Texas Government Code

11.26 Open Meetings. If the GRANTEE is a governmental entity, GRANTEE represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

11.27 COVID-19 Documentation. Pursuant to Texas Health and Safety Code, Section 161.0085(c), a business in this state may not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business. To the extent applicable, Grantee represents and warrants that it is in compliance with Texas Health and Safety Code, Section 161.0085 and is eligible, pursuant to that section, to receive a grant or otherwise enter into a contract payable with state funds.

11.28 Public Camping Ban. GRANTEE certifies that it has not received a final judicial

determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code § 364.003. If GRANTEE is currently being sued under the provisions of Local Government Code § 364.003, or is sued under this section at any point during the duration of this grant, GRANTEE must immediately disclose the lawsuit and its current posture to the OAG.

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

11.30 Discrimination Prohibited. To the extent applicable, in accordance with Section 2105.004 of the Texas Government Code, GRANTEE represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

11.31 Force Majeure. Neither GRANTEE nor OAG shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, epidemics or pandemics, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

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 Grant Contract. To the extent the terms and conditions of this Grant Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Contract.

12.2 Entire Agreement, including All Exhibits. This Grant 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 Grant Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Grant Contract, including all exhibits.

12.3 Amendment. This Grant Contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this Grant Contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this Grant Contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. It is the intent and agreement of the Parties to this Grant Contract that the resulting Grant Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of the Grant Contract will 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 Grant Contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Grant Contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this Grant Contract only in their official capacity.

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

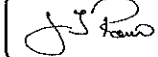
12.8 False Statements. GRANTEE agrees and acknowledges that if GRANTEE signs the Grant Contract with a false statement or it is subsequently determined that GRANTEE has violated any of the representations, warranties, guarantees, certifications, or affirmations included in the Grant Contract, or any documents submitted in connection with the Grant Contract, then GRANTEE will be in default under the Grant Contract and OAG may terminate or void the Grant Contract.

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

**OFFICE OF THE ATTORNEY
GENERAL**

Hockley County

DocuSigned by:

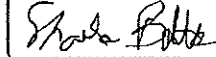


F33DA093DEBC4E9...

Printed Name: Josh Reno

Office of the Attorney General

DocuSigned by:



E200F4A1AEF849F...

Printed Name: Sharla Baldrige

Authorized Official

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. C-01119

EXHIBIT A

Population Size: Small

The total liability of the OAG for any type of liability directly or indirectly arising out of this Grant Contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this Grant Contract or arising out of any performance herein shall not exceed the following:

Annual Cost for Jail	Annual Cost for Courts	MAXIMUM REIMBURSABLE COSTS
\$5,762.25	\$1,016.29	\$6,778.54

The annual costs listed above will be billed by the Vendor on a quarterly basis pursuant to the terms of Participating entity Service Agreement (Exhibit B). The OAG is not obligated to pay for services prior to the commencement or after the termination of this Grant Contract.

EXHIBIT B

FOURTH CONTRACT RENEWAL PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)

Contract No.

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts (“Participating Entities”);

WHEREAS OAG certified and contracted with **Appriss Insights, LLC. (“Vendor”)** as the statewide vendor to provide SAVNS to each of the Participating Entities (“OAG Certification Agreement”);

WHEREAS [NAMED ENTITY] as a Participating Entity and VENDOR executed a Participating Services Agreement identified as Contract No. [INSERT CONTRACT NUMBER] under which VENDOR would provide SAVNS to [NAMED ENTITY] (the “Contract”);

WHEREAS SECTION 1 of the Contract permitted the [NAMED ENTITY] to, in its sole and absolute discretion, renew the Contract, for four (4) additional one (1) year renewal terms (each a “Renewal Term”) to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG exercised its option to renew the OAG Certification Agreement, extending the term thereof to August 31, 2024;

NOW, THEREFORE, THIS **FOURTH CONTRACT RENEWAL** is exercised by [NAMED ENTITY] as follows:

The Contract terminated on August 31, 2022, and was renewed through August 31, 2023. The Contract is hereby renewed, with this Fourth Contract Renewal Term (“Fourth Renewal Term”) to begin on September 1, 2023 and end of August 31, 2024. Pursuant to Section 1 of the Contract, this Fourth Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the incorporated Documents as defined in Section 2 therein.

[NAMED ENTITY] by:

Signature

Date

Name

Title

Acknowledged by Appriss Insights, LLC.

Signature

Date

Name

Title

Certificate Of Completion

Envelope Id: 503ADF14655F466BA35A151EA8C09B0E
Subject: Please DocuSign: FY 2024 SAVNS Grant Contract
Template ID:
Template ID Usage Tracking:
Division Designed Templates:
Template ID Usage Tracking - List 2:
Division Designed Templates - List 2:
Source Envelope:
Document Pages: 25
Certificate Pages: 7
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
Lauren Sellers
PO Box 12548
Austin, TX 78711-2548
Lauren.Sellers@oag.texas.gov
IP Address: 204.64.24.2

Record Tracking

Status: Original
8/29/2023 11:41:44 AM

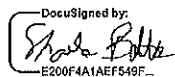
Holder: Lauren Sellers
Lauren.Sellers@oag.texas.gov

Location: DocuSign

Signer Events

Sharla Baldrige
sbaldrige@hockleycounty.org
Security Level: Email, Account Authentication
(None)

Signature



Signature Adoption: Drawn on Device
Using IP Address: 216.75.249.226

Timestamp

Sent: 8/29/2023 11:42:03 AM
Viewed: 9/7/2023 11:04:41 AM
Signed: 9/11/2023 10:16:12 AM

Electronic Record and Signature Disclosure:
Accepted: 9/7/2023 11:04:41 AM
ID: dfbb892c-1374-4e22-a757-13f0beaed02d

Alisha Jackson
Alisha.Jackson@oag.texas.gov
Division Chief, Grants Administration Division
Signing Group: Grants Administration Division Chief
Security Level: Email, Account Authentication
(None)

Completed

Using IP Address: 172.56.94.0

Sent: 9/11/2023 10:16:15 AM
Viewed: 9/11/2023 10:19:43 AM
Signed: 9/11/2023 10:20:00 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ryan Fisher
Ryan.Fisher@oag.texas.gov
Intergovernmental Relations - Director
Office of the Attorney General of Texas
Signing Group: Crime Victim Services - Director
Security Level: Email, Account Authentication
(None)

Completed

Using IP Address: 204.64.24.2

Sent: 9/11/2023 10:20:02 AM
Viewed: 9/12/2023 6:28:42 PM
Signed: 9/12/2023 6:28:50 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Anastasia Broadfoot
anastasia.broadfoot@oag.texas.gov
Signing Group: GCD Attorneys
Security Level: Email, Account Authentication
(None)

Completed

Using IP Address: 70.113.19.251

Sent: 9/12/2023 6:28:52 PM
Viewed: 9/13/2023 9:40:33 AM
Signed: 9/13/2023 9:40:59 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events

Summer Puente
Summer.Puente@oag.texas.gov
Signing Group: Budget Analysts (Non-CS)
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

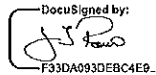
Signature Completed

Using IP Address: 75.175.207.91

Timestamp

Sent: 9/13/2023 9:41:01 AM
Viewed: 9/13/2023 10:45:50 AM
Signed: 9/13/2023 10:45:53 AM

Josh Reno
Josh.Reno@oag.texas.gov
Deputy Attorney General for Criminal Justice
Office of the Attorney General of Texas
Signing Group: Deputy Attorney General for Criminal Justice
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign



Signature Adoption: Pre-selected Style
Using IP Address: 208.180.251.82

Sent: 9/13/2023 10:45:56 AM
Viewed: 9/18/2023 10:41:37 AM
Signed: 9/19/2023 10:50:23 AM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Accounting - DocuSign Contracts
ACC_DocuSign_Contracts@oag.texas.gov
Victoria Ojeda
Victoria.Ojeda@oag.texas.gov
Christina Cisneros
Christina.Cisneros@oag.texas.gov
Signing Group: Accounting - DocuSign Contracts
Inbox
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign



Sent: 9/19/2023 10:50:27 AM

GCD Contracts
GCDContracts@oag.texas.gov
GCD Contracts
Office of the Attorney General
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign



Sent: 9/19/2023 10:50:28 AM

GAD Contract Box
GADContracts@oag.texas.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign



Sent: 9/19/2023 10:50:29 AM

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

8/29/2023 11:42:04 AM

Certified Delivered

Security Checked

9/18/2023 10:41:37 AM

Signing Complete

Security Checked

9/19/2023 10:50:23 AM

Completed

Security Checked

9/19/2023 10:50:29 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Office of the Attorney General (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Electronic signature

An electronic signature is an electronic identifier, created by a computer, attached to or logically associated with an electronic record, executed or adopted by a person with the intent and with the actual authority to sign the record. Your electronic signature has the same legal force and effect as a manual signature. Your electronic signature constitutes your signature, acceptance, and agreement as if you signed in writing.

Security standards

DocuSign provides security assurance with enterprise-wide ISO 27001:2013 certification, xDTM compliance, as well as SSAE 16, SOC 1 Type 2, SOC 2 Type 2 reports. DocuSign delivers data confidentiality with application level AES 256 bit encryption.

Sending information to and receiving information from us

The Public Information Act, chapter 552 of the Texas Government Code, applies to all information we send and receive. The Public Information Act protects information from public disclosure if it is confidential by any law or rule. If we receive a written request for information, the Public Information Act requires us to publicly disclose requested information that is not confidential by law or rule or otherwise excepted from public disclosure. If you receive any information from us in error, you are not authorized to read, print, retain, copy, or disseminate the information. Any information you receive in error may be confidential information that cannot be disclosed without violating the criminal provisions of the Public Information Act or Texas Penal Code section 39.06. If you receive information in error, please immediately send an e-mail to servicedesk@oag.texas.gov to notify us of the error and delete all copies of the information you received.

Getting paper copies

At any time, you may request from us a paper copy of any record we provided or made available electronically to you through the DocuSign system. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Office of the Attorney General

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: servicedesk@oag.texas.gov

To advise Office of the Attorney General of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at servicedesk@oag.texas.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Office of the Attorney General

To request delivery from us of paper copies of the notices and disclosures we previously provided to you electronically, you must send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Office of the Attorney General

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer time to process.

Required hardware and software

Supported Browsers:	DocuSign supports the latest stable release (except where noted) of the following browsers: Chrome, Firefox, Safari, Internet Explorer 11+, Windows Edge
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum (for desktops and laptops
Enabled Security Settings:	Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection. Firewall settings must allow access to the following server: https://docucdn-a.akamaihd.net . DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Office of the Attorney General as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made

available to me by Office of the Attorney General during the course of my relationship with you.

Motion by Commissioner Carter, second by Commissioner Clevenger 4 votes yes, 0 votes no, that Commissioners court approved ad Valorem tax refund in the amount of the one thousand seven hundred one dollars and twenty-six cents (\$1,701.26) to McMahan Justin Lark & Catherine Jean

Approved ad valorem tax refund in the amount of eight hundred seventy-six dollars and ninety-one cents (\$876.91) to Polvado Grayson Kyle & Kylee

Approved ad valorem tax refund in the amount of one thousand three hundred forty dollars and seventy-one cents (\$1,340.71) to Fullen Melinda

Approved ad valorem tax refund in the amount of one thousand ninety-three dollars and eighty-five cents (\$1,093.85) to Rincones Joshua

Approved ad valorem tax refund in the amount of five hundred twenty-six dollars and seventy-four cents (\$526.74) to Estrada Matthew Noel

Approved ad valorem tax refund in the amount of eight hundred forty-four dollars and twenty cents (\$844.20) to Garcia Rene Jesse Jr & Maria B

Approved ad valorem tax refund in the amount of nine hundred ninety-eight dollars and twenty-four cents (\$ 998.24) to Samarron Santiago Jr & Adriana

Approved ad valorem tax refund in the amount of five hundred ninety-seven dollars and fifty-one cents (\$597.51) to Sehon Joshua Conrad

Approved ad valorem tax refund in the amount of one thousand eighty dollars and twenty-six cents (\$1,080.26) to Rodriguez Brennen & Stephanie

Approved ad valorem tax refund in the amount of one thousand two hundred twenty dollars and ninety-eight cents (\$1,220.98) to Moreno Santos M

Approved ad valorem tax refund in the amount of five hundred ninety-eight dollars and seventy-nine cents (\$598.79) to De La Fuente Antastacia

Approved ad valorem tax refund in the amount of five hundred eighty-three dollars and eighty-seven cents (\$583.87) to Schooler Sallye S

Approved ad valorem tax refund in the amount of eight hundred fifty-two dollars and eighty-one cents (\$852.81) to Family Dollar Stores of Texas LP

As per Debbie Bramlett Tax Assessor

**HOCKLEY COUNTY
TAX ASSESSOR COLLECTOR**
624 AVE H SUITE 101
LEVELLAND, TX 79336
806-894-4938

PAY TO THE
ORDER OF

08/25/2023

\$

\$1,701.26

1701

26

DOLLARS

MCPAHAN JUSTIN LARK & CATHRINE JEAN
111 HARTFORD
LEVELLAND, TX 79336-9754

MEMO

AUTHORIZED SIGNATURE



⑈020812⑈ ⑈111319367⑈9999820487⑈

HOCKLEY COUNTY

TAX ASSESSOR COLLECTOR

20812

20812

08/25/2023

\$1,701.26

MCPAHAN JUSTIN LARK & CATHRINE JEAN
111 HARTFORD
LEVELLAND, TX 79336-9754

HOMESTEAD EXEMPTION

ACCOUNT NUMBER / PROPERTY LOCATION / AMOUNT
R71608 / 0000111 HARTFORD AVE / 1,701.26
Reference/Loan #:

*Homestead for
2021 & 2022*

HOCKLEY COUNTY

TAX ASSESSOR COLLECTOR

20812

20812

08/25/2023

\$1,701.26

MCPAHAN JUSTIN LARK & CATHRINE JEAN
111 HARTFORD
LEVELLAND, TX 79336-9754

HOMESTEAD EXEMPTION

ACCOUNT NUMBER / PROPERTY LOCATION / AMOUNT
R71608 / 0000111 HARTFORD AVE / 1,701.26
Reference/Loan #:

**HOCKLEY COUNTY
TAX ASSESSOR COLLECTOR**
824 AVE H SUITE 101
LEVELLAND, TX 79336
806-894-4936

FIRST BANK & TRUST
www.firstbanktexas.com
MEMBER FDIC

20806

88-1934/1113

CHECK NUMBER

PAY TO THE
ORDER OF

08/25/2023

\$

\$876.91

876

91

DOLLARS

POLVADO GRAYSON KYLE & KYLEE
132 ARANSAS AVE
LEVELLAND, TX 79336-8001

MEMO

AUTHORIZED SIGNATURE

MP

⑈020806⑈ ⑆111319347⑆9999820487⑈

HOCKLEY COUNTY

TAX ASSESSOR COLLECTOR

20806

20806

08/25/2023

\$876.91

POLVADO GRAYSON KYLE & KYLEE
132 ARANSAS AVE
LEVELLAND, TX 79336-8001

HOMESTEAD EXEMPTION

ACCOUNT NUMBER / PROPERTY LOCATION / AMOUNT
R25910 / 0000132 ARANSAS AVE / 876.91
Reference/Loan #:

*Homestead for
2022*

HOCKLEY COUNTY

TAX ASSESSOR COLLECTOR

20806

20806

08/25/2023

\$876.91

POLVADO GRAYSON KYLE & KYLEE
132 ARANSAS AVE
LEVELLAND, TX 79336-8001

HOMESTEAD EXEMPTION

ACCOUNT NUMBER / PROPERTY LOCATION / AMOUNT
R25910 / 0000132 ARANSAS AVE / 876.91
Reference/Loan #:

**HOCKLEY COUNTY
TAX ASSESSOR COLLECTOR**
624 AVE H SUITE 101
LEVELLAND, TX 79336
806-894-4938

FIRST BANK & TRUST
www.firstbanktexas.com
MEMBER FDIC

20804
08-1934/1113
CHECK AMOUNT

PAY TO THE
ORDER OF

08/25/2023

\$ 1,340.71

1340

71

DOLLARS

FULLEN MELINDA
PO BOX 543
SUNDOWN, TX 79372-0543

MEMO

AUTHORIZED SIGNATURE

⑈020804⑈ ⑆111319347⑆9999820487⑈

HOCKLEY COUNTY

TAX ASSESSOR COLLECTOR

20804

20804

08/25/2023

\$1,340.71

FULLEN MELINDA
PO BOX 543
SUNDOWN, TX 79372-0543

HOMESTEAD EXEMPTION

ACCOUNT NUMBER / PROPERTY LOCATION / AMOUNT
R25130 / 0003541 MAVERICK RD / 1,340.71
Reference/Loan #:

for 2022

HOCKLEY COUNTY

TAX ASSESSOR COLLECTOR

20804

20804

08/25/2023

\$1,340.71

FULLEN MELINDA
PO BOX 543
SUNDOWN, TX 79372-0543

HOMESTEAD EXEMPTION

ACCOUNT NUMBER / PROPERTY LOCATION / AMOUNT
R25130 / 0003541 MAVERICK RD / 1,340.71
Reference/Loan #:

**HOCKLEY COUNTY
TAX ASSESSOR COLLECTOR**
824 AVE H SUITE 101
LEVELLAND, TX 79336
800-894-4936

FIRST BANK & TRUST
www.firstbanktexas.com
MEMBER FDIC

20800
88-1934/1113
CHECK ARMOR

PAY TO THE
ORDER OF

08/25/2023

\$

\$1,093.85

1093

85

DOLLARS

RINCONES JOSHUA
311 MICHAEL ST
LEVELLAND, TX 79336-2501

MEMO

AUTHORIZED SIGNATURE

⑈020800⑈ ⑆111319347⑆9999820487⑈

HOCKLEY COUNTY

TAX ASSESSOR COLLECTOR

20800

20800

08/25/2023

\$1,093.85

RINCONES JOSHUA
311 MICHAEL ST
LEVELLAND, TX 79336-2501

HOMESTEAD EXEMPTION

ACCOUNT NUMBER / PROPERTY LOCATION / AMOUNT
R16490 / 0000311 MICHAEL ST / 1,093.85
Reference/Loan #:

*Homestead
2021-2022*

HOCKLEY COUNTY

TAX ASSESSOR COLLECTOR

20800

20800

08/25/2023

\$1,093.85

RINCONES JOSHUA
311 MICHAEL ST
LEVELLAND, TX 79336-2501

HOMESTEAD EXEMPTION

ACCOUNT NUMBER / PROPERTY LOCATION / AMOUNT
R16490 / 0000311 MICHAEL ST / 1,093.85
Reference/Loan #:

**HOCKLEY COUNTY
TAX ASSESSOR COLLECTOR**

624 AVE H SUITE 101
LEVELLAND, TX 79336
806-894-4938

PAY TO THE
ORDER OF

08/25/2023

\$

\$526.74

526

74

DOLLARS

ESTRADA MATTHEW NOEL
111 12TH ST
LEVELLAND, TX 79336-5517

MEMO

AUTHORIZED SIGNATURE

⑈020799⑈ ⑆111319347⑆9999820487⑈

HOCKLEY COUNTY

TAX ASSESSOR COLLECTOR

20799

20799

08/25/2023

\$526.74

ESTRADA MATTHEW NOEL
111 12TH ST
LEVELLAND, TX 79336-5517

HOMESTEAD EXEMPTION

ACCOUNT NUMBER / PROPERTY LOCATION / AMOUNT
R16084 / 0000111 TWELFTH ST / 526.74
Reference/Loan #:

for 2022

HOCKLEY COUNTY

TAX ASSESSOR COLLECTOR

20799

20799

08/25/2023

\$526.74

ESTRADA MATTHEW NOEL
111 12TH ST
LEVELLAND, TX 79336-5517

HOMESTEAD EXEMPTION

ACCOUNT NUMBER / PROPERTY LOCATION / AMOUNT
R16084 / 0000111 TWELFTH ST / 526.74
Reference/Loan #:



**HOCKLEY COUNTY
TAX ASSESSOR COLLECTOR**

624 AVE H SUITE 101
LEVELLAND, TX 79336
806-894-4938

PAY TO THE
ORDER OF

08/25/2023

\$

\$844.20

844

20

DOLLARS

GARCIA RENE JESSE JR & MARIA B
101 HILL CIR
LEVELLAND, TX 79336-6837

MEMO

AUTHORIZED SIGNATURE



⑈020798⑈ ⑆111319347⑆9999820487⑈

HOCKLEY COUNTY

TAX ASSESSOR COLLECTOR

20798

20798

08/25/2023

\$844.20

GARCIA RENE JESSE JR & MARIA B
101 HILL CIR
LEVELLAND, TX 79336-6837

HOMESTEAD EXEMPTION

ACCOUNT NUMBER / PROPERTY LOCATION / AMOUNT

R15615 / 0000101 HILL CIR / 844.20

Reference/Loan #:

*Homestead
for 2022*

HOCKLEY COUNTY

TAX ASSESSOR COLLECTOR

20798

20798

08/25/2023

\$844.20

GARCIA RENE JESSE JR & MARIA B
101 HILL CIR
LEVELLAND, TX 79336-6837

HOMESTEAD EXEMPTION

ACCOUNT NUMBER / PROPERTY LOCATION / AMOUNT

R15615 / 0000101 HILL CIR / 844.20

Reference/Loan #:

**HOCKLEY COUNTY
TAX ASSESSOR COLLECTOR**

824 AVE H SUITE 101
LEVELLAND, TX 79336
806-894-4938

PAY TO THE
ORDER OF

08/25/2023

\$

\$998.24

998

24

DOLLARS

SAMARRON SANTIAGO JR & ADRIANA
1714 9TH ST
LEVELLAND, TX 79336-4212

MEMO

AUTHORIZED SIGNATURE

⑈020789⑈ ⑆111319347⑆9999820487⑈

HOCKLEY COUNTY

TAX ASSESSOR COLLECTOR

20789

20789

08/25/2023

\$998.24

SAMARRON SANTIAGO JR & ADRIANA
1714 9TH ST
LEVELLAND, TX 79336-4212

HOMESTEAD/OVER 65 EXEMPTION

ACCOUNT NUMBER / PROPERTY LOCATION / AMOUNT
R12198 / 0001714 NINTH ST / 998.24
Reference/Loan #:

*Exemptions
Remove Lin
Error*

HOCKLEY COUNTY

TAX ASSESSOR COLLECTOR

20789

20789

08/25/2023

\$998.24

SAMARRON SANTIAGO JR & ADRIANA
1714 9TH ST
LEVELLAND, TX 79336-4212

HOMESTEAD/OVER 65 EXEMPTION

ACCOUNT NUMBER / PROPERTY LOCATION / AMOUNT
R12198 / 0001714 NINTH ST / 998.24
Reference/Loan #:



**HOCKLEY COUNTY
TAX ASSESSOR COLLECTOR**
624 AVE H SUITE 101
LEVELLAND, TX 79336
806-894-4938

PAY TO THE
ORDER OF

08/25/2023

\$

\$597.51

597

51

DOLLARS

SEHON JOSHUA CONRAD
3606 ANGLE IRON
LEVELLAND, TX 79336

MEMO

AUTHORIZED SIGNATURE

⑈020787⑈ ⑆111319347⑆9999820487⑈

HOCKLEY COUNTY

TAX ASSESSOR COLLECTOR

20787

20787

08/25/2023

\$597.51

SEHON JOSHUA CONRAD
3606 ANGLE IRON
LEVELLAND, TX 79336

HOMESTEAD EXEMPTION

ACCOUNT NUMBER / PROPERTY LOCATION / AMOUNT
R101858 / 0003606 ANGLE IRON RD / 597.51
Reference/Loan #:

Homestead for 2022

HOCKLEY COUNTY

TAX ASSESSOR COLLECTOR

20787

20787

08/25/2023

\$597.51

SEHON JOSHUA CONRAD
3606 ANGLE IRON
LEVELLAND, TX 79336

HOMESTEAD EXEMPTION

ACCOUNT NUMBER / PROPERTY LOCATION / AMOUNT
R101858 / 0003606 ANGLE IRON RD / 597.51
Reference/Loan #:

**HOCKLEY COUNTY
TAX ASSESSOR COLLECTOR**

824 AVE H SUITE 101
LEVELLAND, TX 79336
806-894-4938

FIRST BANK & TRUST
www.firbanktexas.com
MEMBER FDIC

20786

88-1934/1113

CHECK AMOUNT

PAY TO THE
ORDER OF

08/25/2023

\$

\$1,080.26

1080

26

DOLLARS

RODRIGUEZ BRENNEN & STEPHANIE
106 BUTCH ST
LEVELLAND, TX 79336-2802

MEMO

AUTHORIZED SIGNATURE

⑈020786⑈ ⑆111319347⑆9999820487⑈

HOCKLEY COUNTY

TAX ASSESSOR COLLECTOR

20786

20786

08/25/2023

\$1,080.26

RODRIGUEZ BRENNEN & STEPHANIE
106 BUTCH ST
LEVELLAND, TX 79336-2802

HOMESTEAD EXEMPTION

ACCOUNT NUMBER / PROPERTY LOCATION / AMOUNT

R09625 / 0000106 BUTCH ST / 1,080.26

Reference/Loan #:

Homestead

for 2021 & 2022

HOCKLEY COUNTY

TAX ASSESSOR COLLECTOR

20786

20786

08/25/2023

\$1,080.26

RODRIGUEZ BRENNEN & STEPHANIE
106 BUTCH ST
LEVELLAND, TX 79336-2802

HOMESTEAD EXEMPTION

ACCOUNT NUMBER / PROPERTY LOCATION / AMOUNT

R09625 / 0000106 BUTCH ST / 1,080.26

Reference/Loan #:



**HOCKLEY COUNTY
TAX ASSESSOR COLLECTOR**

624 AVE H SUITE 101
LEVELLAND, TX 79336
806-894-4938

PAY TO THE
ORDER OF

08/25/2023

\$

\$1,220.98

1220

98

DOLLARS

MORENO SANTOS M
107 MIKE ST
LEVELLAND, TX 79336-2819

MEMO

AUTHORIZED SIGNATURE

⑈020785⑈ ⑆111319347⑆9999820487⑈

HOCKLEY COUNTY

TAX ASSESSOR COLLECTOR

20785

20785

08/25/2023

\$1,220.98

MORENO SANTOS M
107 MIKE ST
LEVELLAND, TX 79336-2819

HOMESTEAD EXEMPTION

ACCOUNT NUMBER / PROPERTY LOCATION / AMOUNT
R08607 / 0000107 MIKE ST / 1,220.98
Reference/Loan #:

*Add Homestead
for*

HOCKLEY COUNTY

TAX ASSESSOR COLLECTOR

20785

20785

08/25/2023

\$1,220.98

MORENO SANTOS M
107 MIKE ST
LEVELLAND, TX 79336-2819

*2021 &
2022*

HOMESTEAD EXEMPTION

ACCOUNT NUMBER / PROPERTY LOCATION / AMOUNT
R08607 / 0000107 MIKE ST / 1,220.98
Reference/Loan #:

**HOCKLEY COUNTY
TAX ASSESSOR COLLECTOR**
624 AVE H SUITE 101
LEVELLAND, TX 79336
806-894-4938

PAY TO THE
ORDER OF

08/25/2023

\$

\$598.79

598

79

DOLLARS

DE LA FUENTE ANASTACIA
104 BOBBY ST
LEVELLAND, TX 79336-2857

MEMO

AUTHORIZED SIGNATURE

⑈020783⑈ ⑆111319347⑆9999820487⑈

HOCKLEY COUNTY

TAX ASSESSOR COLLECTOR

20783

20783

08/25/2023

\$598.79

DE LA FUENTE ANASTACIA
104 BOBBY ST
LEVELLAND, TX 79336-2857

HOMESTEAD EXEMPTION

ACCOUNT NUMBER / PROPERTY LOCATION / AMOUNT
R05922 / 0000104 BOBBY ST / 598.79
Reference/Loan #:

Homestead

for 2022

HOCKLEY COUNTY

TAX ASSESSOR COLLECTOR

20783

20783

08/25/2023

\$598.79

DE LA FUENTE ANASTACIA
104 BOBBY ST
LEVELLAND, TX 79336-2857

HOMESTEAD EXEMPTION

ACCOUNT NUMBER / PROPERTY LOCATION / AMOUNT
R05922 / 0000104 BOBBY ST / 598.79
Reference/Loan #:



**HOCKLEY COUNTY
TAX ASSESSOR COLLECTOR**
624 AVE H SUITE 101
LEVELLAND, TX 79336
806-894-4938

PAY TO THE
ORDER OF

08/25/2023

\$

\$583.87

583

87

DOLLARS

SCHOOLER SALLYE S
407 HOLLY ST
LEVELLAND, TX 79336-5721

MEMO

AUTHORIZED SIGNATURE



⑈020781⑈ ⑆111319347⑆9999820487⑈

HOCKLEY COUNTY

TAX ASSESSOR COLLECTOR

20781

20781

08/25/2023

\$583.87

SCHOOLER SALLYE S
407 HOLLY ST
LEVELLAND, TX 79336-5721

HOMESTEAD EXEMPTION

ACCOUNT NUMBER / PROPERTY LOCATION / AMOUNT
R04165 / 0000407 HOLLY ST / 583.87
Reference/Loan #:

*Homestead
for 2022*

HOCKLEY COUNTY

TAX ASSESSOR COLLECTOR

20781

20781

08/25/2023

\$583.87

SCHOOLER SALLYE S
407 HOLLY ST
LEVELLAND, TX 79336-5721

HOMESTEAD EXEMPTION

ACCOUNT NUMBER / PROPERTY LOCATION / AMOUNT
R04165 / 0000407 HOLLY ST / 583.87
Reference/Loan #:

**HOCKLEY COUNTY
TAX ASSESSOR COLLECTOR**

624 AVE H SUITE 101
LEVELLAND, TX 79336
806-894-4938

PAY TO THE
ORDER OF

08/25/2023

\$

\$852.81

852

81

DOLLARS

FAMILY DOLLAR STORES OF TEXAS LP
P O BOX 59365
SCHAUMBURG, IL 60159-0365

MEMO

AUTHORIZED SIGNATURE

⑈020779⑈ ⑆111319347⑆9999820487⑈

HOCKLEY COUNTY

TAX ASSESSOR COLLECTOR

20779

20779

08/25/2023

\$852.81

FAMILY DOLLAR STORES OF TEXAS LP
P O BOX 59365
SCHAUMBURG, IL 60159-0365

PROTEST RE-CALCULATION

ACCOUNT NUMBER / PROPERTY LOCATION / AMOUNT
P34194 / 0000702 COLLEGE AVE / 852.81
Reference/Loan #:

*Arbitration Value
for 2022*

HOCKLEY COUNTY

TAX ASSESSOR COLLECTOR

20779

20779

08/25/2023

\$852.81

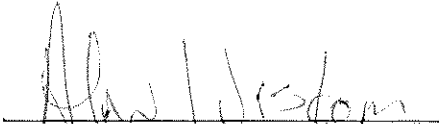
FAMILY DOLLAR STORES OF TEXAS LP
P O BOX 59365
SCHAUMBURG, IL 60159-0365

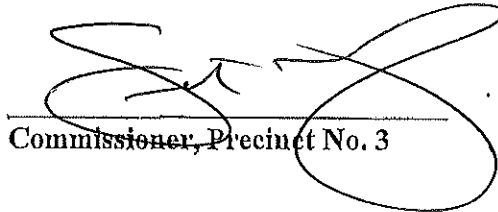
PROTEST RE-CALCULATION

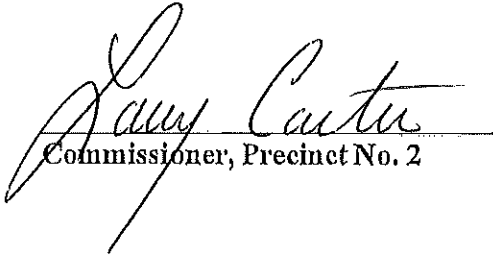
ACCOUNT NUMBER / PROPERTY LOCATION / AMOUNT
P34194 / 0000702 COLLEGE AVE / 852.81
Reference/Loan #:

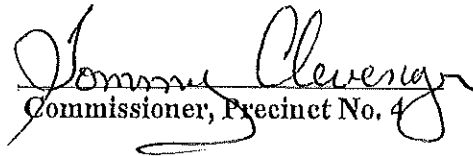
There being no further business to come before the Court, the Judge declared
Court adjourned, subject to call.

The foregoing Minutes of a Commissioner's Court meeting held on the 11th
day of September, A. D. 2023, was examined by me and approved.

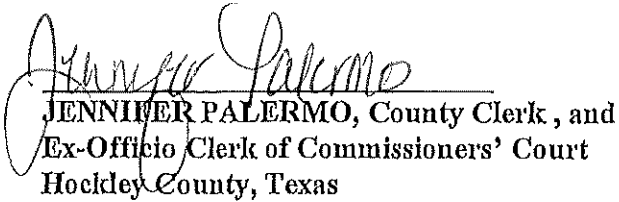

Commissioner, Precinct No. 1


Commissioner, Precinct No. 3


Commissioner, Precinct No. 2


Commissioner, Precinct No. 4


County Judge


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