

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

Notice is hereby given that a Regular Meeting of the above named Commissioners' Court will be held on the 2nd day of March, 2026 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 the minutes for the Special Meeting held at 9:00 a.m. on Monday, February 23, 2026 for approval.
2. Read for approval all monthly bills and claims submitted to the Court dated through March 2, 2026.
3. Hear the monthly Public Assistance report for January and February 2026.
4. Consider and take necessary action to approve the 2026 Public Assistance Public Notice.
5. Consider and take necessary action to approve updated guidelines for the 2026 Federal Poverty Income Limits for Public Assistance applications.
6. Consider and take necessary action concerning the Memorandum of Understanding between South Plains Community Action, Inc. Head Start and Hockley County IHC-Public Assistance to provide high quality services for SPCAA Head Start participants as needed.
7. Consider and take necessary action to accept the 2025 Racial Profiling Report related to motor vehicle stop data submitted by the Hockley County Sheriff's Office which is tabled item 5 from an agenda dated February 23, 2026.
8. Consider and take necessary action to open sealed bids submitted and to award bid for Telecommunication Services and Commissary Services at the Hockley County Jail which is tabled item 6 from an agenda dated February 23, 2026.
9. Consider and take necessary action to approve the Data & Image Sublicense Consent Agreement between Hockley County and Neumo for use in the Hockley County Clerk's office.
10. Consider and take necessary action to approve the 2026 Program Agreement for New Participant between Hockley County and Texas Association of Counties Health and Employee Benefits Pool for ACA Reporting and Tracking Service (ARTS).
11. Consider and take necessary action to approve the Continuation Certificate of Mariah Hernandez, Clerk – Justice of the Peace.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS.

BY: Sharla Baldrige
Sharla Baldrige, Hockley County Judge

Filed for Record
at _____ o'clock ____ M.

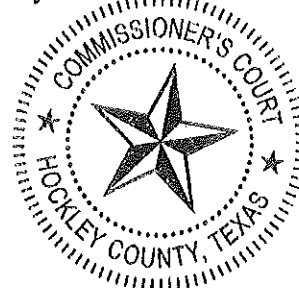
FEB 24 2026

Jennifer Palermo
County Clerk, Hockley County, Texas

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 24th day of February, 2026, and said Notice remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 24th day of February, 2026.

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

March 2, 2026

Be it remembered that on the 2nd day of March A.D. 2026, there came to be held a REGULAR Meeting of the Commissioners Court, and the court 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 Graf, second by Commissioner Wisdom, 4 Votes Yes, 0 Votes No, that the Minutes of a Special Meeting of the Commissioner's Court, held on Monday February 23, 2026, at 9:00 a.m., and be approved and stand as read.

Motion by Commissioner Wisdom, second by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that all monthly claims and bills submitted to the court dated through March 2, 2026, A.D. be approved and stand as read.

Hear monthly public assistance report for January and February 2026.

REVISED COPY

2026 MONTHLY PUBLIC ASSISTANCE LOG

JANUARY

APPLICANT		ADDRESS	CITY	REQUEST			AMOUNT	APPROVED	DENIED	REASON
LAST	FIRST			RENT	ELECT	GAS				
CANTU	RUBEN	1306 10 TH ST.	LEVELLAND			X	\$75.00	X		
GRASS	MAKENZIE	701 MLK ST., APT#114	LEVELLAND	X					X	OI
GOLIGHTLY	KAY	521 W. JEFFERSON ST.	LEVELLAND		X		\$100.00	X		
PESINA	NOVALIE	500 A&M LANE, APT#C5	LEVELLAND		X		\$100.00	X		
HERNANDEZ	RUBIE	2334 E. ELLIS	LEVELLAND	X			\$200.00	X		
MARTINEZ	ANITA	601 11 TH ST.	LEVELLAND		X		\$100.00	X		
AUSTIN	EMMA	503 REED AVE.	WHITHARRAL			X	\$100.00	X		
KITTRIDGE	LEANNE	1837 AVE I, APT.113A	LEVELLAND		X		\$43.39	X		
ANDERSON	YVONNE	701 MLK BLVD. 406	LEVELLAND		X		\$100.00	X		
SOLIS	MANUEL	1702 8 TH ST.	LEVELLAND		X		\$100.00	X		
HOPKINS	AURORA	115 MAGNOLIA ST., APT.A	LEVELLAND		X				X	OI
WOOLEY	JO ANN	400 CEDAR AVE. APT. 21	LEVELLAND		X				X	OI
CIRILO	SYLVIA	104 POPLAR STREET	LEVELLAND		X		\$100.00	X		
TIJERINA	GLORIA	701 MLK BLVD ST. APT#407	LEVELLAND	X			\$200.00	X		
				3	9	2	\$1218.39	11	3	

Respectfully Submitted by:

Cara Khekar Public Assistance Administrator

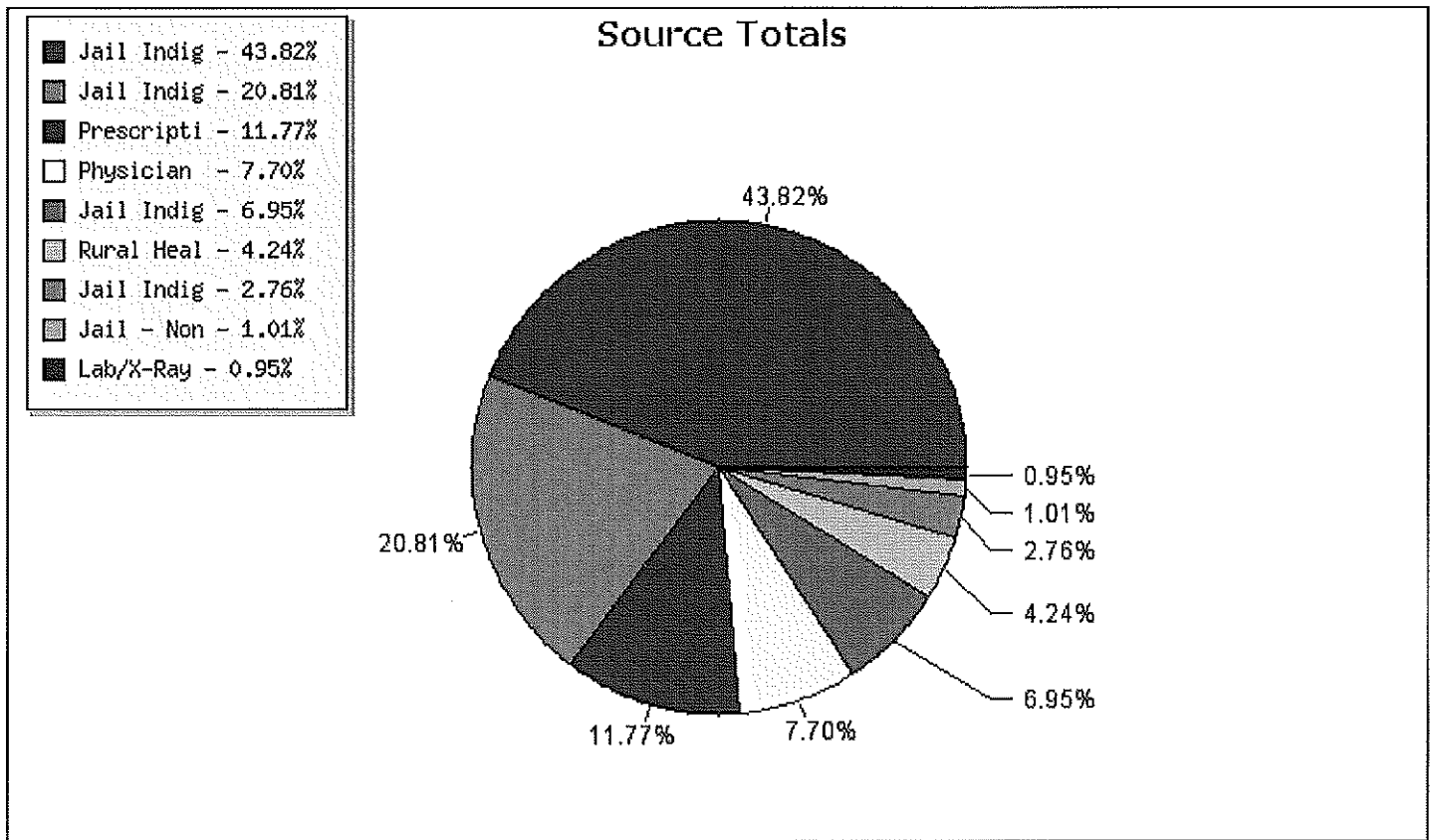
Date: 3/2/2026

REASON FOR DENIAL OF BENEFITS	
OI	Over Income
LD	Lacks required documentation
MI	Misrepresented Information
AA	All adult households with no one working and at least adult has the ability to work.

Source Totals for Batch Dates 01/01/2026 through 01/31/2026

Jail Indigent - Rural Health C	43.82%	\$3,011.40
Jail Indigent - Prescription D	20.81%	\$1,430.31
Prescription Drugs	11.77%	\$809.23
Physician Services	7.70%	\$529.54
Jail Indigent - Physician Ser	6.95%	\$477.48
Rural Health Clinics	4.24%	\$291.20
Jail Indigent - Lab/X-Ray	2.76%	\$189.56
Jail - Non-Indigent Prescripti	1.01%	\$69.07
Lab/X-Ray	0.95%	\$65.04

Total Expenditures **\$6,872.83**



Entry Statistics for Entry Dates 01/01/2026 through 01/31/2026

Clients Entered	21
Rapid Reg. Entered	9
Vendors Entered	0
Worksheets Entered	1
Invoices Entered	117

2026 MONTHLY PUBLIC ASSISTANCE LOG

FEBRUARY

APPLICANT		FIRST	ADDRESS	CITY	REQUEST			AMOUNT	APPROVED	DENIED	REASON
LAST	RENT				ELECT	GAS					
AVANT	MARIANNE	2972 N HIGHWAY 385	LEVELLAND			X	\$100.00	X			
CASTANEDA	ANTONIO	809 AVENUE F	LEVELLAND		X		\$100.00	X			
CLEWIS	JASON	416 OAK STREET	LEVELLAND		X		\$100.00	X			
DIAZ	JEREMY	305 E. MCCALLON STREET	SUNDOWN		X		\$100.00	X			
GONGORA	DAGO	701 MLK STREET #408	LEVELLAND		X		\$100.00	X			
HODGKINS	ZELINDA	701 MARTIN LUTHER KING ST. #105	LEVELLAND	X			\$200.00	X			
JUAREZ	RUBY	713 E. 3RD STREET	ANTON		X		\$100.00	X			
ORNELAS-GONZALEZ	ARELI	412 DUKE STREET	ANTON		X		\$100.00	X			
PEREZ	TABITA	2506 MOCKINGBIRD LANE	LEVELLAND		X		\$100.00	X			
STANDMIRE	RUTHIE	1101 11TH STREET	LEVELLAND		X		\$100.00	X			
VALDEBAS	BRIAN	1807 9TH STREET	LEVELLAND		X		\$100.00	X			
WILLIAMS-QUILIMACO	TRACI	1301 AUSTIN STREET	LEVELLAND			X	\$100.00	X			
					1	9	2	\$1300.00	12		

Respectfully Submitted by:

Cara Pelletier - Public Assistance Administrator

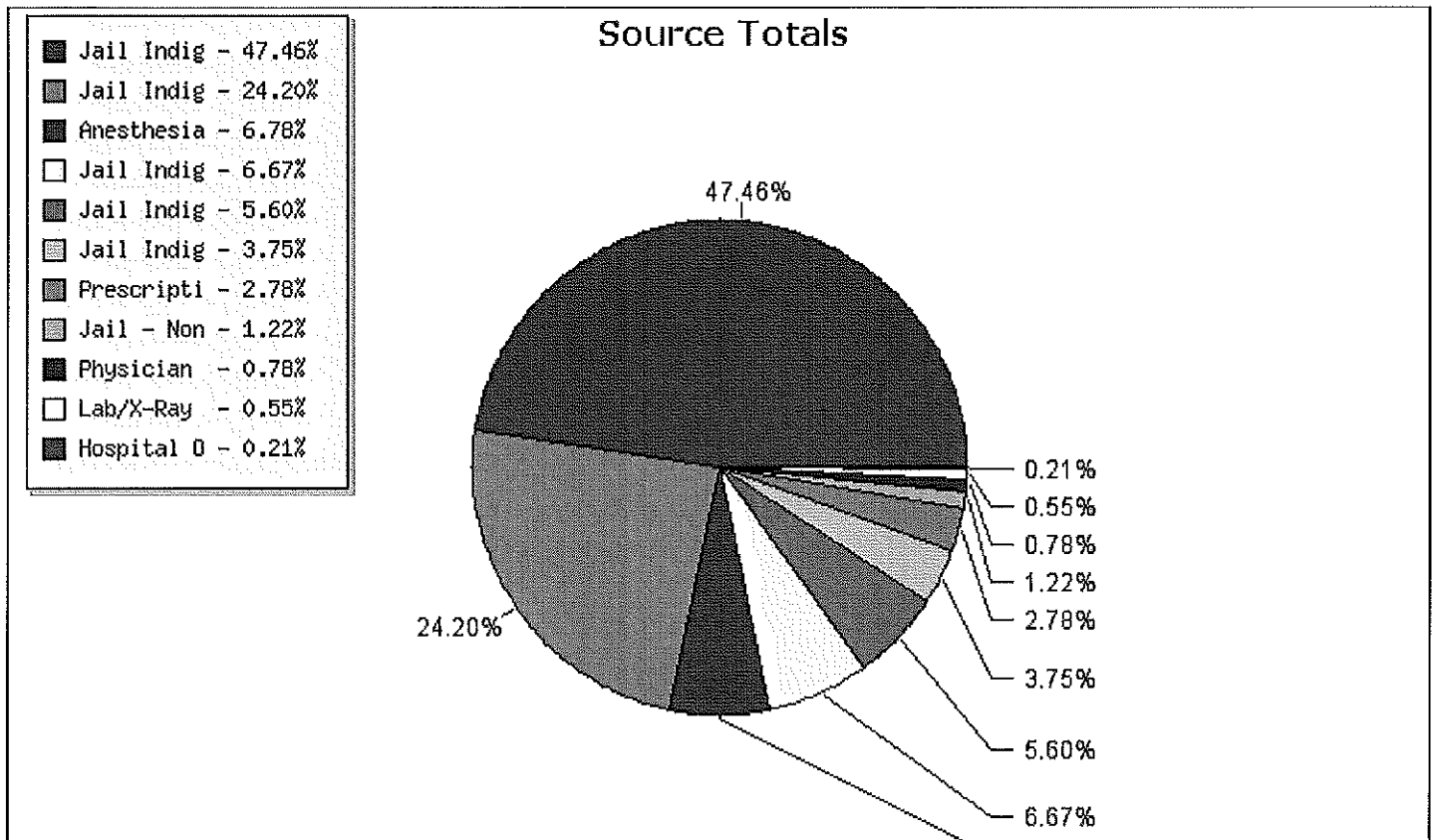
Date: 3/2/2026

REASON FOR DENIAL OF BENEFITS	
OI	Over Income
LD	Lacks required documentation
MI	Misrepresented Information
AA	All adult households with no one working and at least adult has the ability to work.

Source Totals for Batch Dates 02/01/2026 through 02/28/2026

Jail Indigent - Rural Health C	47.46%	\$3,378.90
Jail Indigent - Prescription D	24.20%	\$1,722.62
Anesthesia Services	6.78%	\$483.02
Jail Indigent - Physician Ser	6.67%	\$474.57
Jail Indigent - Lab/X-Ray	5.60%	\$398.84
Jail Indigent - Dental	3.75%	\$267.19
Prescription Drugs	2.78%	\$197.60
Jail - Non-Indigent Prescripti	1.22%	\$87.01
Physician Services	0.78%	\$55.52
Lab/X-Ray	0.55%	\$39.41
Hospital Out-Patient	0.21%	\$15.00

Total Expenditures **\$7,119.68**



Entry Statistics for Entry Dates 02/01/2026 through 02/28/2026

Clients Entered	22
Rapid Reg. Entered	7
Vendors Entered	2
Worksheets Entered	2
Invoices Entered	157

Motion by Commissioner Carter, second by Commissioner Clevenger, 4 votes yes, 0 votes no, that Commissioners Court approved the 2026 Public Assistance Public Notice. As per Hockley County public Assistance 2026 recorded below.

HOCKLEY COUNTY

INDIGENT HEALTH CARE

VETERANS SERVICE OFFICE

PUBLIC ASSISTANCE

Cara Phelan-Administrator
 Mailing Address: 802 Houston, STE. 109
 Physical Address: 811-B Austin Street-Lower Level
 Levelland, Texas 79336



Phone: 806-894-4264
 Fax: 806-894-2494
 Email: cphelan@hockleycounty.org

HOCKLEY COUNTY PUBLIC ASSISTANCE

2026 Public Notice

Eligibility for Public Assistance is based on a household income. Countable income is defined as: *Monies available to the household in the thirty-day period prior to the deadline date as determined by the Public Assistance Office.* Countable income includes but may not be limited to:

- Earned Income
- Retirement/Pension
- Child Support
- Food Stamps (SNAP)
- Social Security
- Unemployment
- Utility Reimbursements
- Other unearned income
- Contributions
- Worker's Compensation
- TANF
- Bank Accounts/Cash App Accounts

The base amount for determining eligibility for Public Assistance is 100% of the Federal Poverty Income Limits (FPIL) which are recorded in the Federal Register.

2026 Federal Poverty Income Limits (FPIL)		
Department of Health & Human Services-January 2026		
Number of people in household	100% Annual Income Limit	100% Monthly Income Limit
1	\$ 15,950.00	\$ 1,330.00
2	\$ 21,640.00	\$ 1,803.00
3	\$ 27,320.00	\$ 2,277.00
4	\$ 33,000.00	\$ 2,750.00
5	\$ 38,680.00	\$ 3,223.00
6	\$ 44,360.00	\$ 3,697.00
7	\$ 50,040.00	\$ 4,170.00
8	\$ 55,720.00	\$ 4,643.00
For each additional person	Add \$5,690.00	Add \$474.00

The 2026 Public Assistance Guidelines are posted on the **Public Information Board** inside the Hockley County Courthouse and can be found on the [Hockley County website](http://www.hockleycountytx.gov).

Motion by Commissioner Wisdom, second by Commissioner Carter, 4 votes yes, 0 votes no, that Commissioners Court approved updated guidelines for the 2026 Federal Poverty Income Limits for Public Assistance applications. As per guidelines recorded below.



HOCKLEY COUNTY PUBLIC ASSISTANCE



GUIDELINES FOR ASSISTANCE

Hockley County provides financial assistance for rent, electricity, gas, and propane. All assistance is based on financial eligibility. To determine eligibility, applicants must provide all required documentation

REQUIRED DOCUMENTATION:

The Public Assistance Office will make copies of documentation as needed.

1. Driver's License for all adults in the household.
2. Social Security Card for all adults in the household.
3. Written verification of all benefits received in the last 30 days. This includes SNAP, TANF, WIC, SOCIAL SECURITY, VA BENEFITS, WORKER'S COMP, and HOUSING ASSISTANCE.
4. Verification of **all income** received in the past 30 days. (Pay stubs, Employment Verification Form, Attorney General Statement of Child Support, Verification of Child Support Form.
5. Bank Statement or Online Banking apps showing all transactions for the past 30 days.
6. For Utility Assistance we need your most recent utility bill.
7. For Rental Assistance, we need a receipt showing rent payment from the previous month.
8. For Rental Assistance- Rent Due Notice completed and signed by the landlord.

GUIDELINES

- Guidelines for eligibility are established by the *Hockley County Commissioners Court*.
- Income limits are based on the *Federal Poverty Income Limits* set by the Federal government.
- Hockley County **does not** pay late fees, re-connect fees or deposits.
- Hockley County **does not** provide assistance for disconnected accounts.
- Utility bills and rent cannot be delinquent for more than one month.
- All payments will be paid directly to the utility company or landlord.
- Individuals may apply for assistance up to two (2) times per calendar year with a mandatory ninety (90) days in between requests for assistance.
- The maximum amount paid for utility is **\$100**.
- The maximum amount paid for rent is **\$200**.
- If you are already receiving housing assistance, you cannot receive rental assistance through Hockley County.
- If you are receiving utility assistance through another agency (SPCAA, Salvation Army, Texas Utility Assistance, etc.), you cannot receive assistance for the same utility.
- If a household cannot provide proof of income for the past 30 days, at least one adult in the household must provide proof that they have enrolled at the Texas Workforce Commission.
- Partial payments are not allowed for properties in the process of Eviction.
- **Hockley County Public Assistance is the payor of last resort. Individuals must seek assistance from other agencies first and provide proof of denial before applying for assistance through Hockley County.**

2026 Federal Poverty Income Limits (FPIL)

Number in household	INDIGENT HEALTHCARE		PUBLIC ASSISTANCE		COURT APPOINTED ATTORNEY	
	21% Annual Income	21% Monthly Income	100% Annual Income	100% Monthly Income	125% Annual Income	125% Monthly Income
1	\$ 3,352.00	\$ 279.00	\$ 15,950.00	\$ 1,330.00	\$ 19,950.00	\$ 1,663.00
2	\$ 4,544.00	\$ 379.00	\$ 21,640.00	\$ 1,803.00	\$ 27,050.00	\$ 2,254.00
3	\$ 5,737.00	\$ 478.00	\$ 27,320.00	\$ 2,277.00	\$ 34,150.00	\$ 2,846.00
4	\$ 6,930.00	\$ 578.00	\$ 33,000.00	\$ 2,750.00	\$ 41,250.00	\$ 3,438.00
5	\$ 8,123.00	\$ 677.00	\$ 38,680.00	\$ 3,223.00	\$ 48,350.00	\$ 4,029.00
6	\$ 9,316.00	\$ 776.00	\$ 44,360.00	\$ 3,697.00	\$ 55,450.00	\$ 4,620.00
7	\$ 10,580.00	\$ 876.00	\$ 50,040.00	\$ 4,170.00	\$ 62,550.00	\$ 5,213.00
8	\$ 11,701.00	\$ 975.00	\$ 55,720.00	\$ 4,643.00	\$ 69,650.00	\$ 5,804.00
For each additional person	Add \$1,193.00	Add \$99.00	Add \$5,690.00	Add \$474.00	Add \$7,100.00	Add \$592.00

Motion by Commissioner Clevenger, second by Commissioner Graf, 4 votes yes, 0 votes no, that commissioners court approved the memorandum of understanding between South Plains Community Action, Inc. Head Star and Hockley County IHC-Public Assistance to provide high quality services for SPCAA Head Start participants as needed. As per Community Partnership Agreement recorded below.



South Plains Community Action Association, Inc.
 Head Start
 P.O. Box 610, Levelland, Texas 79336
 P: (806) 894-2707 or Toll Free (800) 638.9632
 F: (806) 894-2765
www.spcaa.org

**Community Partnership Agreement
 South Plains Community Action Association Head Start
 And
 Hockley IHC-Public Assistance**

This Memorandum of Understanding (MOU) sets for terms and understanding between South Plains Community Action Association, Inc. Head Start (HS) and Hockley IHC-Public Assistance to provide high quality services for SPCAA HS participants as needed.

Background

The SPCAA HS programs are dedicated to enhancing early childhood education among low income children and families by providing quality services, and collaborating with local agencies who meet various needs of program participants. Community Partners create a collaborative environment equally beneficial for all SPCAA HS, the partnering agency and enrolled children and families.

Purpose

This MOU will establish a framework for cooperative interaction between SPCAA HS program and your agency for providing supportive services and/or referrals to children and families served by SPCAA HS and Hockley IHC-Public Assistance.

SPCAA HS agrees to:

- Refer families needing the services and assistance provided by Hockley IHC-Public Assistance
- Educate any interested employees of Hockley IHC-Public Assistance about the services SPCAA HS offers
- Announce and post Community Partners' special messages to staff and program participants

Hockley IHC-Public Assistance agrees to:

- Allow SPCAA HS to place informational publications in its offices
- Share information about SPCAA HS services with clients or staff that may benefit from services
- Provide services to SPCAA HS participants as needed

In accordance with the Head Start Program Performance Standards Subpart C 1304.41 (Community Partnerships), the SPCAA Head Start Program enters into a Community Partnership Agreement with Hockley IHC-Public Assistance.

Duration:

This MOU is at-will and may be modified by mutual consent of authorized officials from South Plains Community Action Head Start and Hockley IHC-Public Assistance. This MOU shall become effective upon signature by the authorized officials from SPCAA HS and Hockley IHC-Public Assistance and will remain in effect until November 2026.

SPCAA Contact Information:

SPCAA Head Start
 Jackie Shivers
 Family and Community Partnership Manager
 PO Box 610
 Levelland, Texas 79336
 Phone: 806-762-8815
jshivers2@spcaa.org

Hockley IHC-Public Assistance Contact Information:

Name: Cara Phelan
 Title: Supervisor
 Address: 811 Austin St B, Levelland, TX 79336
 Phone: 806-894-4264
 Email: cphelan@hockleycounty.org

	3/2/26
Partner Signature	Date
	4/7/26
SPCAA HS/EHS Director	Date
	3/7/26
SPCAA Executive Director	Date

Motion by Commissioner Graf, second by Commissioner Clevenger 4 votes yes, 0 votes no, that commissioners court approved the 2025 Racial Profiling report related to motor vehicle stop data submitted by the Hockley County Sheriff's Office which is tabled item 5 from an agenda dated February 23, 2026.as per racial profiling report recorded below.

Racial Profiling Report | Full

Agency Name: HOCKLEY CO. SHERIFF'S OFFICE
Reporting Date: 02/23/2026
TCOLE Agency Number: 219100

Chief Administrator: CHRISTOPHER W WISCHKAEMPER

Agency Contact Information:
Phone: (806) 894-3126
Email: cwischkaemper@hockleycounty.org

Mailing Address:
1310 Avenue H, Levelland, TX, 793366030

This Agency filed a full report

HOCKLEY CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the HOCKLEY CO. SHERIFF'S OFFICE from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the HOCKLEY CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the HOCKLEY CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the HOCKLEY CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the HOCKLEY CO. SHERIFF'S OFFICE policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The HOCKLEY CO. SHERIFF'S OFFICE has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: Jared Dockery
CHIEF DEPUTY

Date: 02/23/2026

Total stops: 323

Street address or approximate location of the stop

City street	126
US highway	56
County road	21
State highway	114
Private property or other	6

Was race or ethnicity known prior to stop?

Yes	2
No	321

Race / Ethnicity

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	22
White	221
Hispanic / Latino	80

Gender

Female	94
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	7
White	63
Hispanic / Latino	24
Male	229
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	15
White	158
Hispanic / Latino	56

Reason for stop?

Violation of law	4
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3

Hispanic / Latino	1
Preexisting knowledge	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Moving traffic violation	157
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	11
White	107
Hispanic / Latino	39
Vehicle traffic violation	161
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	11
White	110
Hispanic / Latino	40
Was a search conducted?	
Yes	36
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	25
Hispanic / Latino	9
No	287
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	20
White	196
Hispanic / Latino	71
Reason for Search?	
Consent	19
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	15

Hispanic / Latino	3		
Contraband	1		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	1		
Hispanic / Latino	0		
Probable	15		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	1		
White	9		
Hispanic / Latino	5		
Inventory	1		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	1		
Incident to arrest	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Was Contraband discovered?			
Yes	23	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	1	Yes 0	No 1
White	13	Yes 5	No 8
Hispanic / Latino	9	Yes 5	No 4
No	13		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	1		
White	8		
Hispanic / Latino	4		

Description of contraband	
Drugs	12
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	7
Hispanic / Latino	4
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	6
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	3
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	4
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	1
Result of the stop	
Verbal warning	33

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	19
Hispanic / Latino	12
Written warning	253
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	19
White	176
Hispanic / Latino	58
Citation	26
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	19
Hispanic / Latino	6
Written warning and arrest	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	3
Citation and arrest	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	1
Arrest	4
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	4
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	8
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	6
Hispanic / Latino	2
Violation of Traffic Law	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	2

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	323
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	22
White	221
Hispanic / Latino	80

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Motion by Commissioner Carter, second by Commissioner Graf, 4 votes yes, 0 votes no, that Commissioners Court approved to open sealed bids and to award a bid for Telecommunication Services and Commissary Services at the Hockley County jail which is tabled item 6 from an agenda dated February 23, 2026. As per Order to accept bid-Hockley County jail Telecommunication services and commissary services made by Prodigy Solutions recorded below.

THE STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

**ORDER TO ACCEPT BID – HOCKLEY COUNTY JAIL
TELECOMMUNICATION SERVICES AND COMMISSARY SERVICES**

The Commissioners' Court of Hockley County has hereby approved AND IT IS SO ORDERED that the Commissioners Court of Hockley County has hereby accepted the bid made by Prodigy Solutions for Telecommunication services and Commissary services at the Hockley County Jail.

DONE IN OPEN COURT, this the 2nd day of March, 2026, upon motion by Commissioner Larry Carter and seconded by Commissioner Seth Graf unanimously carried.

Sharla Baldrige
Sharla Baldrige, Hockley County Judge

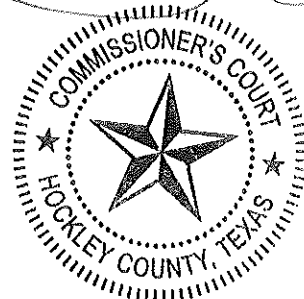
Alan Wisdom
Alan Wisdom, Commissioner, Pct 1

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



Motion by Commissioner Graf, second by Commissioner Clevenger, 4 votes yes, 0 votes no, that Commissioners Court approved the Data & Image Sublicense Consent Agreement between Hockley County and Nuemo for use in the Hockley County Clerk's Office. As per Neumo agreement recorded below.



DATA & IMAGE SUBLICENSE CONSENT
AGREEMENT

Effective Date: February 19, 2026

Neumo Contact Information:

5860 Trinity Pkwy, STE 120,
Centreville, VA 20120
Representative: Jessica Parker
T: 210-416-7237
E-Mail: jessica.parker@neumo.com

County Information:

Hockley County Clerk, TX
802 Houston Street, Suite 213
Levelland, TX 79336
Jennifer Palermo
806-894-3185

Sublicensee:

As entity signs up for county data/images

LICENSE & CONSENT: The County (indicated above) hereby licenses and provides consent to Neumo Tax & Licensing, LLC d/b/a Neumo (formerly known as GovOS) to access and sublicense its land record data, index and images (collectively, the "Records") to the "Sublicensee" indicated above, subject to the terms and conditions found at <https://neumo.com/tou-sla/>. Sublicensee has agreed to use the Records for research, will not resell the Records, and will be responsible for any misuse of the Records related to Sublicensee's use.

FINANCIAL TERMS: Neumo will retain the fees for the extract of historical records. These fees are based upon Open Records Request pricing as defined by the Attorney General.

In exchange for the license and consent granted herein, Neumo will provide the County with Neumo invoice credits equal to fifty percent (50%) of the sublicense revenue received from the Sublicensee related to the Records (the "Revenue Share"). All invoice credits will be valid for one year from the month they are issued to County hereunder.

- Go-forward Annual Credits or Payment: TBD per entity

Approved: Office of County Clerk

Name:

Sharla Baldrige

Title:

County Judge

Date:

3/2/20

Neumo Terms of Use and Service Level Agreement

1. DEFINITIONS. For purposes of the Neumo Terms of Use and Service Level Agreement (the "TOU"), the following terms have the meanings set forth below or, if defined elsewhere in the TOU, in the location of such definition.

1.1 "**Access Credentials**" means any username, identification number, password, license or security key, security token, personal identification number (PIN), or other security code, method, technology, or device used alone or in combination to verify an individual's identity and authorization to access and use the Services.

1.2 "**ACH**" means the Automated Clearing House network, a payment system governed by the Operating Rules of the National Automated Clearing House Association ("**NACHA**"), used for the electronic transfer of funds between U.S. financial institutions, including ACH debit and ACH credit transactions. References in the TOU to ACH payments or transfers include any such transactions processed through the ACH network in accordance with applicable law and NACHA Rules.

1.3 "**Aggregated Statistics**" means data and information related to Customer's use of the Services that Neumo may use in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

1.4 "**Agreement**" means these Terms of Use, together with all Order Forms executed or otherwise accepted by Customer, and any amendments made in accordance with the Agreement.

1.5 "**Authorized Users**" means Customer's employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to the Agreement, and (b) for whom access to the Services has been purchased hereunder.

1.6 "**Customer Data**" means information, data, and other content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly, from Customer or an Authorized User by or through the Services, including information derived from Customer's use of the Services. For the avoidance of doubt, Customer Data does not include Aggregated Statistics, Resultant Data, or any other information reflecting the access or use of the Services by or on behalf of Customer or any Authorized User.

1.7 "**Customer Systems**" means Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including

database management systems), and networks, whether operated directly by Customer or through the use of third-party services.

1.8 “**Documentation**” means Neumo’s user manuals, handbooks, and guides relating to the Services provided by Neumo to Customer either electronically or in hard copy form, as updated from time to time.

1.9 “**Fees**” means the fees set forth in the applicable Order Form, including any subscription fees, implementation fees, professional services fees, payment facilitation fees, and any other fees chargeable to Customer under the Agreement.

1.10 “**Government Services Portal**” means Neumo’s secure, cloud-based web application and related interfaces made available to Customer for administrative access, reporting, data exchange, and account management associated with the Services, including without limitation taxpayer listings, payment reconciliations, and fund-distribution reports. The Government Services Portal is part of the Neumo Systems and Neumo Materials, and Customer’s access to and use of the Government Services Portal are governed by the Agreement.

1.11 “**Harmful Code**” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any computer, software, firmware, hardware, system, or network, or any application or function thereof, or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Services or Neumo Systems as intended by the Agreement.

1.12 “**Order Form**” means a written document executed by the Parties that describes the Services, Term, Fees, and any other terms applicable to Customer’s access and use of the Services. Each executed Order Form is incorporated herein by reference.

1.13 “**Neumo IP**” or “**Neumo Materials**” means the Services, Specifications, Documentation, and Neumo Systems, and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, inventions, and other technologies provided or used by Neumo or any subcontractor in connection with the Services or that otherwise comprise or relate to the Services or Neumo Systems. Neumo IP includes Aggregated Statistics, Resultant Data, and any information derived from Neumo’s monitoring of Customer’s access to or use of the Services, but does not include Customer Data.

1.14 “**Neumo Systems**” means the information technology infrastructure used by or on behalf of Neumo in performing the Services, including all computers, software, hardware,

databases, electronic systems, and networks, whether operated directly by Neumo or through the use of third-party services.

1.15 “**Resultant Data**” means data and information related to Customer’s use of the Services that Neumo uses in an aggregated, anonymized, and de-identified manner, including to compile statistical and performance information related to the provision and operation of the Services.

1.16 “**Services**” means, collectively, the software-as-a-service offerings, professional services, maintenance services, support services, payment processing services, and any other products or services provided by Neumo to Customer under the Agreement, as further described in the applicable Order Form or SOW (and, where applicable, in the specific sections of the Agreement addressing such services).

1.17 “**Specifications**” means the specifications for the Services set forth in the Documentation or in the applicable Order Form.

1.18 “**SOW**” means a written document executed by both Parties that describes specific Professional Services to be provided by Neumo under an Order Form, including the applicable scope of work, assumptions, milestones, deliverables, Fees, and payment schedule. Each SOW shall be subject to and governed by the Agreement and shall be deemed incorporated herein by reference. No SOW shall be binding unless and until (a) it is executed by authorized representatives of both Parties, or (b) it is attached to and incorporated into an Order Form accepted by Customer, in which case Customer’s acceptance of the Order Form shall constitute acceptance of the attached SOW. In the event of a conflict between the terms of a SOW and an Order Form, the SOW shall control only with respect to the scope of Professional Services, deliverables, and related Fees expressly set forth therein, and the Agreement shall control in all other respects.

1.19 “**Third-Party Materials**” means materials and information, in any form or medium, including open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Neumo.

2. ACCESS AND USE OF THE SERVICES

2.1 **Incorporation of Terms of Use.** These Terms of Use are incorporated by reference into each Order Form executed or otherwise accepted by Customer (subject to limitations indicated in the Order Form). By signing or otherwise accepting an Order Form, or by accessing or using the Services, Customer acknowledges and agrees that it has read, understood, and is bound by these Terms of Use. In the event of a conflict between the terms of an Order Form and these Terms of Use, the Order Form shall govern with respect

to commercial terms (including scope of Services, Fees, payment schedules, and implementation details), and these Terms of Use shall govern with respect to all other terms and conditions.

2.2 Grant of Rights. Subject to the terms and conditions of the Agreement, Neumo hereby grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Services during the Term, solely for use by Authorized Users for Customer's internal business purposes in accordance with the Agreement and the applicable Order Form.

2.3 Documentation License. Neumo hereby grants Customer a limited, non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal purposes in connection with its use of the Services.

2.4 Service and System Control. Except as otherwise expressly provided herein, as between the Parties: (a) Neumo has and will retain sole and exclusive control over the operation, provision, maintenance, and management of the Services, the Neumo Materials, and the Neumo Systems, including the selection of hardware, software, and hosting providers, the provision of updates, enhancements, and modifications, and the engagement of subcontractors; and (b) Customer has and will retain sole responsibility for the operation, maintenance, and management of the Customer Systems and all access to and use of the Services by any Person by or through the Customer Systems or by any Authorized User.

2.5 Neumo Right to Modify. Neumo reserves the right, in its sole discretion, to make changes to the Services or Neumo Materials that it deems necessary or useful, including to: (a) maintain or enhance the quality or delivery of the Services; (b) maintain or enhance the competitive strength of, or market for, the Services; (c) improve cost efficiency or performance of the Services; or (d) comply with applicable Law.

2.6 Suspension of Services. Neumo may, directly or indirectly, and by use of a Neumo Disabling Device or any other lawful means, suspend, terminate, or otherwise deny Customer's or any Authorized User's access to or use of all or any part of the Services or Neumo Materials, without incurring any resulting obligation or liability, if: (a) Neumo receives a governmental, judicial, or law enforcement demand or order that expressly or by reasonable implication requires Neumo to do so; (b) Neumo believes, in its commercially reasonable discretion, that: (i) Customer or any Authorized User has failed to comply with any material term of the Agreement or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized hereunder; (ii) Customer or any Authorized User is, has been, or is likely to be involved in fraudulent, misleading, or

unlawful activities relating to the Services; or (iii) such suspension is necessary to protect the security, availability, or integrity of the Services or Neumo Systems; or (c) the Agreement expires or is terminated. Neumo will use commercially reasonable efforts to provide advance notice of suspension where practicable and will restore access promptly after the basis for suspension is cured.

3. USE RESTRICTIONS

3.1 Prohibited Uses. Customer shall not, and shall not permit any other Person (including Authorized Users) to, access or use the Services or Neumo Materials except as expressly permitted under the Agreement. Without limiting the foregoing, Customer shall not: (a) copy, modify, or create derivative works or improvements of the Services or Neumo Materials; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or Neumo Materials to any third party, including on or in connection with the internet or any service bureau, software-as-a-service, cloud, or other technology; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or Neumo Materials, in whole or in part; (d) bypass or breach any security device or protection used by the Services or Neumo Materials or access or use the Services or Neumo Materials other than by an Authorized User using valid Access Credentials; (e) input, upload, transmit, or otherwise provide to or through the Services or Neumo Systems any information or materials that are unlawful, injurious, or contain, transmit, or activate any Harmful Code; (f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Neumo Systems, or Neumo's provision of services to any third party; (g) remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services or Neumo Materials; (h) access or use the Services or Neumo Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party or that violates any applicable Law; (i) access or use the Services or Neumo Materials for purposes of competitive analysis, the development, provision, or use of a competing software service or product, or any other purpose detrimental to Neumo; or (j) otherwise access or use the Services or Neumo Materials beyond the scope of the authorization granted under the Agreement.

3.2 Usage Limits. Customer shall not exceed any usage limits specified in the applicable Order Form, including limits on number of Authorized Users, transaction volumes, storage allocations, or geographic restrictions. Neumo may monitor Customer's usage to ensure compliance and may charge additional Fees or suspend Services for overuse.

4. CUSTOMER RESPONSIBILITIES

4.1 General Responsibilities. Customer shall: (a) be responsible and liable for all uses of the Services and Neumo Materials resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of the Agreement; (b) ensure that all Authorized Users are aware of and comply with the Agreement; (c) obtain and maintain all Customer Systems and obtain all consents necessary for Neumo to perform the Services; (d) provide all cooperation and assistance reasonably requested by Neumo to enable Neumo to exercise its rights and perform its obligations under the Agreement; (e) comply with all laws, rules, and regulations applicable to its use of the Services, including but not limited to data privacy, data security, payment card industry standards (PCI DSS), and any applicable card network rules; (f) maintain and promptly update all account and contact information, including bank account information if Neumo is remitting funds or collecting Fees on behalf of Customer; and (g) maintain minimum technical standards for workstations, browsers, scanners, and peripherals as specified by Neumo from time to time.

4.2 Customer Data. Customer is solely responsible for the accuracy, quality, legality, and appropriateness of all Customer Data. Customer shall not provide any Customer Data that infringes, misappropriates, or violates any intellectual property right, privacy right, or other right of any third party or that violates any applicable Law.

4.3 Effect of Customer Failures. Neumo shall not be responsible or liable for any delay or failure of performance caused in whole or in part by Customer's failure to perform any of its obligations hereunder ("**Customer Failure**").

4.4 Corrective Action and Notice. If Customer becomes aware of any actual or threatened unauthorized activity prohibited by the Agreement, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control to stop the activity or threatened activity and to mitigate its effects (including discontinuing and preventing any unauthorized access and permanently deleting any improperly accessed data); and (b) notify Neumo of any such actual or threatened activity.

4.5 Distribution of Funds Changes. Customer is solely responsible for ensuring that all information relating to the distribution of funds, including without limitation designated recipients, account numbers, and allocation or distribution percentages ("**Distribution Information**"), remains accurate and up to date throughout the Term. If any change to the Distribution Information is required, Customer shall provide written notice to Neumo in accordance with Neumo's then-current distribution change procedures and using any form

or template specified by Neumo (currently referenced as the “**Distribution of Funds Change Notice Template**”). Customer acknowledges that Neumo may require up to thirty (30) calendar days from receipt of complete and accurate notice to implement such changes. Customer shall regularly review the reports made available through the applicable administrative or government services portal to confirm that all Distribution Information and any requested changes are correctly reflected, and Neumo shall not be responsible for any misdirected payments or delays resulting from inaccurate or incomplete Distribution Information provided by Customer.

5. FEES AND PAYMENT

5.1 Fees. Customer shall pay Neumo the fees set forth in the applicable Order Form and/or SOW (the “**Fees**”). Fees shall include, without limitation: (a) one-time implementation or configuration fees, which shall be invoiced and payable as specified in the applicable Order Form or SOW; (b) subscription fees for access to the Services, which unless otherwise expressly provided in an Order Form shall be invoiced annually in advance and shall be non-refundable except as expressly provided in the Agreement; (c) time-and-materials service fees, which unless otherwise expressly provided in an Order Form shall be invoiced monthly in arrears based on actual hours worked at Neumo’s then-current rates; and (d) maintenance and support fees, which unless otherwise expressly provided in an Order Form shall be invoiced annually in advance. Customer shall also reimburse Neumo for any expenses, including reasonable travel and out-of-pocket expenses, incurred in connection with the performance of services, provided that such expenses are authorized in the applicable Order Form or SOW. Unless otherwise set forth in an Order Form, all invoices are due and payable within thirty (30) days of the invoice date, in U.S. dollars, without set-off, deduction, or withholding of any kind (except as required by law).

5.2 Invoices and Payment. Neumo shall issue invoices for Fees in accordance with the applicable Order Form. Unless otherwise stated in the Order Form, Customer shall pay all invoiced amounts within thirty (30) days following Customer’s receipt of such invoice. Customer shall make all payments in U.S. dollars by wire transfer, ACH, check, or such other method of payment approved by Neumo in writing, without set-off, deduction, or withholding of any kind (except as may be required by applicable law).

5.3 Payment Facilitation. If Neumo processes payments on behalf of Customer, Neumo shall have the right to deduct its Fees and other charges from gross receipts prior to remitting net amounts to Customer. Neumo acts solely as a payment facilitator and not as a bank, trustee, or fiduciary. Customer may be required to execute additional agreements with Neumo’s third-party payment processors as a condition of using payment processing

functionality. Customer shall remain solely responsible for all refunds, chargebacks, reversals, or compliance obligations under applicable law or card network rules.

5.4 Conversion to Net Remit. If any undisputed invoice remains unpaid more than ninety (90) days from the invoice date, Neumo may convert some or all of Customer's billing terms to net remit for all current and future Services. Upon such conversion, Customer's continued use of the Services for the applicable period of time shall be conditioned on Neumo's actual receipt of applicable Fees collected on Customer's behalf (including, where applicable, amounts deducted or offset from revenues or remittances otherwise due to Customer) before any further disbursement or distribution of funds to Customer. Neumo may, in its discretion, apply any amounts owed to Customer (including revenue-share payments, credits, or distributions of funds) against overdue invoices until all outstanding amounts are satisfied. Once Customer's account is current and has remained current for at least two consecutive billing cycles, Neumo may, at its option, reinstate Customer's prior billing terms.

6. SECURITY

6.1 Neumo Security Obligations. Neumo shall implement and maintain a comprehensive written information security program that complies with applicable law and incorporates industry-recognized standards and safeguards appropriate to the sensitivity of Customer Data. Without limiting the foregoing, Neumo shall: (a) maintain SOC 2 Type II certification and provide evidence of certification upon request; (b) require multi-factor authentication for system access; (c) encrypt Customer Data at rest and in transit using no less than TLS 1.2 or equivalent; (d) maintain a documented incident response plan and notify Customer without undue delay of any confirmed security incident involving Customer Data; (e) conduct regular vulnerability scans during development and production cycles; and (f) maintain policies and procedures to assess and monitor security practices of subcontractors and service providers.

6.2 Customer Security Obligations. Customer is responsible for safeguarding its Access Credentials and ensuring that only Authorized Users have access to the Services. Customer shall implement and maintain appropriate administrative, technical, and physical safeguards to prevent unauthorized access to or use of the Services. Customer shall promptly notify Neumo of any suspected or actual breach of security involving the Services, Access Credentials, or Customer Systems.

6.3 Data Security.

(a) Neumo Commitment. Neumo maintains and regularly reviews procedures for the effective management of data security incidents. A "**Security Incident**" means any actual,

attempted, suspected, threatened, or reasonably foreseeable event that results in, or could reasonably be expected to result in, unauthorized access to, use of, disclosure of, or acquisition of Customer Data. If Neumo verifies a Security Incident that compromises or could reasonably be expected to compromise Customer Data, Neumo will notify Customer without undue delay, and in no event later than one (1) business day after discovery. Following such notification, Neumo will, at its own expense: (i) promptly investigate the Security Incident to determine its nature and scope; (ii) take all necessary steps to contain, mitigate, and remediate the Security Incident, including attempting to recover records, revoking unauthorized access, and correcting any identified vulnerabilities; (iii) provide Customer with an initial report of the Security Incident, including (to the extent then known) the nature of the incident, the categories of Customer Data involved, the identity of any unauthorized parties, the remedial measures taken, and any additional steps planned to prevent recurrence; and (iv) provide Customer with timely and material updates until resolution. Unless prohibited by law, Neumo will coordinate in good faith with Customer regarding any regulatory or individual breach notifications arising from a Security Incident.

(b) **Customer Obligations.** Customer must promptly report to Neumo any actual or suspected Security Incident involving Customer Data or Neumo Confidential Information by contacting legal@neumo.com with "Security Incident" in the subject line and providing appropriate contact information. Without limiting the foregoing, Customer shall: (i) immediately notify Neumo of any unauthorized use of Customer's account credentials, passwords, or other known or suspected security breaches; (ii) promptly report and use reasonable efforts to stop any unauthorized copying, distribution, or other misuse of content in violation of the TOU or third-party intellectual property rights; and (iii) not impersonate another user or provide false identity information in connection with use of the Services.

7. PROFESSIONAL SERVICES

7.1 Scope of Professional Services. Neumo may perform professional services for Customer, including but not limited to implementation, configuration, data migration, training, consulting, and other non-subscription services (collectively, "Professional Services"). Professional Services shall be provided only as expressly described in an Order Form or in a SOW. No services, deliverables, or results shall be implied, and Neumo shall have no obligation to perform any services not expressly set forth in an Order Form or SOW.

7.2 Performance Standard. Neumo shall perform Professional Services in a professional and workmanlike manner in accordance with generally recognized industry standards. Customer acknowledges that Professional Services are advisory in nature and may include configuration or implementation assistance, but Neumo does not warrant or represent that

Professional Services or Deliverables will be error-free, achieve Customer's specific business objectives, or be compatible with non-Neumo systems except as expressly agreed in an Order Form.

7.3 Customer Responsibilities. Customer shall: (a) provide timely access to Customer's systems, facilities, records, and personnel as reasonably necessary for Neumo to perform Professional Services; (b) provide qualified personnel, including subject matter experts, to assist with planning, testing, and acceptance of Professional Services; (c) promptly review and provide feedback on all Deliverables and materials provided by Neumo; (d) validate the accuracy and completeness of all data prior to migration or conversion and assume sole responsibility for post-migration data validation; and (e) comply with all other responsibilities expressly allocated to Customer in the applicable Order Form or SOW. Neumo shall not be liable for any delay, deficiency, or failure to perform caused by Customer's failure to perform its responsibilities ("Customer Delays"). Any such Customer Delays may result in extension of project timelines and/or adjustment of Fees.

7.4 Change Management. Any changes to the scope, schedule, assumptions, or deliverables of the Professional Services must be agreed in a written change order executed by both Parties. Neumo shall be entitled to additional Fees for changes requested by Customer. Neumo shall have no obligation to commence work on any change until the applicable change order has been executed.

7.5 Deliverables and Ownership. Any work product, configurations, or deliverables (collectively, "Deliverables") created in connection with Professional Services that are derivative of, enhancements to, or otherwise incorporate Neumo IP shall remain the sole property of Neumo. Customer shall receive only a non-exclusive, non-transferable, non-sublicensable license to use such Deliverables during the Term solely in connection with Customer's authorized use of the Services. Deliverables consisting solely of Customer Data or Customer-provided content shall remain the property of Customer.

7.6 Acceptance of Professional Services. Unless otherwise specified in the applicable Order Form or SOW: (a) each Deliverable shall be deemed accepted upon the earlier of (i) Customer's written confirmation of acceptance, or (ii) ten (10) business days following Neumo's delivery of the Deliverable if Customer has not provided a written rejection specifying in reasonable detail the material non-conformity to the agreed specifications; (b) Customer may only reject a Deliverable for material non-conformity with the agreed specifications; and (c) if Customer timely rejects a Deliverable, Neumo shall use commercially reasonable efforts to correct such non-conformity and resubmit the Deliverable for acceptance, whereupon the acceptance process shall repeat.

7.7 Fees and Expenses. Customer shall pay Neumo the Fees for Professional Services as set forth in the applicable Order Form or SOW. Unless otherwise stated in an Order Form or SOW, Professional Services shall be billed on a time and materials basis at Neumo’s then-current rates, plus reasonable travel and out-of-pocket expenses incurred in performance of the Professional Services.

7.8 Exclusions. Professional Services are separate from Neumo’s standard Support Services described in Section 8. Neumo has no obligation to provide out-of-scope services or modifications except pursuant to a written Order Form or SOW.

8. SUPPORT SERVICES

8.1 Standard Support. Neumo shall provide Customer with standard support services for the Services at no additional charge during Neumo’s normal business hours. Support shall be provided via telephone, email, or Neumo’s designated customer support portal.

8.2 Error Correction. Neumo shall use commercially reasonable efforts to correct reproducible errors or malfunctions in the Services reported by Customer. Neumo does not warrant that it will be able to correct every error, nor that the Services will operate without interruption or be error-free.

8.3 Updates. Neumo may provide updates, enhancements, modifications, or improvements to the Services (“Updates”). Neumo shall determine in its sole discretion whether any Update will be made available at no additional charge or only upon payment of additional Fees. Customer shall promptly implement any required Updates. Neumo shall not be responsible for errors or failures resulting from Customer’s failure to install required Updates.

8.4 Support Classifications. Neumo may classify support requests into severity levels based on the impact of the reported issue on Customer’s operations. Neumo shall use commercially reasonable efforts to respond within the following target times:

Severity Level:	Target Response Time (business hours):
P0 – Critical (total outage)	15 minutes
P1 – High (major functionality impaired)	2 hours
P2 – Medium (moderate impact issue)	8 hours
P3 – Low (minor issue or request)	12 hours

8.5 Optional Support. Customer may purchase enhanced support services, including 24/7 support and dedicated technical assistance, at Neumo's then-current rates.

9. MAINTENANCE SERVICES

9.1 Scope of Maintenance Services. If provided pursuant to an Order Form, and subject to Customer's compliance with the Agreement, Neumo shall make available to Customer maintenance services ("Maintenance Services"), consisting of:

(a) software maintenance, including (i) updates, enhancements, patches, and fixes made generally available by Neumo to its customers, (ii) upgrades or new releases of the Services that Neumo, in its discretion, elects to make generally available to its customers under maintenance, and (iii) modifications or adjustments reasonably necessary to ensure that the Services remain in substantial conformity with applicable laws and regulations of general applicability that directly govern the Services; and/or

(b) hardware maintenance, but only to the extent that Customer has purchased hardware maintenance coverage under an applicable Order Form. Hardware maintenance, if purchased, shall be limited to repair or replacement of covered hardware in accordance with Neumo's then-current maintenance policies and procedures, and may be satisfied by (i) replacement with refurbished equipment of like kind and quality, or (ii) referral to the applicable manufacturer's warranty or support program.

9.2 Exclusions. Maintenance Services do not include: (a) any new modules, products, or functionality for which Neumo charges a separate fee; (b) any custom development, configuration, or professional services, including but not limited to data conversion, integration, or training; (c) support or services related to Customer Systems, third-party hardware or software (other than hardware covered by a purchased maintenance plan under an Order Form), or connectivity; (d) any services required as a result of misuse, accident, negligence, modification, or damage caused by Customer, its personnel, or third parties; or (e) consumables, supplies, or peripheral equipment (such as paper, ink, or cabling).

9.3 Version Support. Neumo shall provide Maintenance Services only for the then-current release of the Services and for the immediately preceding release for a period of twelve (12) months following its replacement. Neumo shall have no obligation to maintain or support obsolete or retired versions of the Services.

9.4 Hardware Risk Acknowledgement. Customer acknowledges that hardware maintenance involves inherent risks, including delays in sourcing replacement parts and reliance on third-party manufacturers. Neumo shall not be liable for delays, unavailability

of parts, or manufacturer defects, and Customer's sole and exclusive remedy for hardware issues shall be repair or replacement as described in Section 9.1(b).

9.5 Relationship to Support Services. Maintenance Services are separate from Support Services provided hereunder. Support Services consist of technical assistance, troubleshooting, and response to reported errors. Maintenance Services consist of Neumo's ongoing updates, upgrades, compliance modifications, and (if applicable) limited hardware repair or replacement.

9.6 Supplies and Tangible Deliverables. In the event Neumo sells or provides Customer with tangible goods, printed materials, forms, envelopes, consumables, or other physical deliverables ("Supplies") in connection with the Services. Except as otherwise stated in the applicable Order Form or Exhibit:

(a) **Shipment and Risk of Loss.** Supplies shall be shipped F.O.B. Destination, and risk of loss shall pass to Customer upon delivery. Customer shall inspect all Supplies within five (5) business days after delivery and shall notify Neumo in writing of any shortage or nonconformity; failure to do so constitutes acceptance.

(b) **Limited Warranty.** Neumo warrants that Supplies will be free from material defects in workmanship and materials for thirty (30) days after delivery. Customer's exclusive remedy and Neumo's entire obligation for any breach of this warranty shall be replacement of the defective Supplies or refund of the purchase price, at Neumo's option. EXCEPT AS EXPRESSLY PROVIDED, SUPPLIES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(c) **Returns.** No Supplies may be returned without Neumo's prior written authorization. Authorized returns must be received within thirty (30) days of delivery and in resalable condition. Customer bears the cost of return shipping unless the Supplies are defective.

(d) **Limitation of Liability.** Neumo's total liability for any claim relating to Supplies shall not exceed the amount paid by Customer for the specific shipment giving rise to such claim.

(e) **Cancellations.** Once accepted by Neumo, orders for Supplies may not be cancelled or modified without Neumo's prior written consent. Customer shall reimburse Neumo for all costs incurred and commitments made prior to cancellation.

10. ON-PREMISES SOFTWARE LICENSE

10.1 License Grant. Where Neumo provides software for installation and operation within Customer's environment ("On-Premises Software"), Neumo grants Customer a limited, non-exclusive, non-transferable, perpetual (unless otherwise stated) license to use the On-

Premises Software, in object-code form only, for Customer's internal governmental operations and solely at the locations and in accordance with the license parameters specified in the applicable Order Form.

10.2 Restrictions. Customer shall not (a) copy the On-Premises Software except for two (2) archival copies; (b) modify, translate, reverse engineer, decompile, disassemble, or create derivative works thereof; (c) disclose benchmark results; (d) remove or alter proprietary notices; or (e) use the On-Premises Software for third-party processing, timesharing, or service bureau purposes.

10.3 Operating Environment. Customer shall supply and maintain all hardware, operating systems, databases, and network infrastructure meeting Neumo's published specifications. Neumo shall not be responsible for performance deficiencies caused by Customer's environment.

10.4 Third-Party Components. The On-Premises Software may include third-party runtime or middleware components licensed to Neumo. Customer shall comply with all associated third-party license terms and acknowledges that such components are provided "as is."

10.5 Maintenance and Support. Maintenance and Support for On-Premises Software shall include periodic updates and technical support for the then-current release only. Neumo shall have no obligation to support versions superseded by more than one release.

10.6 Audit Rights. Neumo may audit Customer's use of the On-Premises Software to verify compliance with license parameters and may inspect Customer's facilities upon reasonable notice during normal business hours.

10.7 Termination. Upon termination of the license, Customer shall immediately cease all use and return or destroy all copies of the On-Premises Software and certify destruction upon request.

11. CONFIDENTIALITY

11.1 Definition of Confidential Information. In connection with the Agreement, each Party (the "**Disclosing Party**") may disclose or make available to the other Party (the "**Receiving Party**") information about its business affairs, products, services, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, in any form, whether oral, written, electronic, or other, and whether or not marked or designated as "confidential" ("**Confidential Information**"). Without limiting the foregoing, (a) all Neumo Materials, including the financial terms and existence of the Agreement, are the Confidential Information of Neumo, and (b) all Customer Data is the Confidential Information of Customer. Confidential Information does

not include information that the Receiving Party can demonstrate by written records: (a) was already rightfully known to the Receiving Party without restriction on use or disclosure before receipt from the Disclosing Party; (b) was or becomes generally known to the public other than by breach of the Agreement by the Receiving Party; (c) was or is received by the Receiving Party on a non-confidential basis from a third party not under an obligation of confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information.

11.2 Open Records Laws. Neumo acknowledges that Customer may be subject to state or local public records, open government, or freedom of information laws ("**Open Records Laws**") that may require disclosure of certain documents or information. Nothing in the Agreement shall be construed to restrict Customer's obligations under such laws. If Customer receives a request that may require disclosure of Neumo's Confidential Information, Customer shall provide Neumo with prior notice of such request to the extent permitted by law, and shall cooperate with Neumo, at Neumo's expense, to seek confidential treatment of such information.

11.3 Protection of Confidential Information. Subject to Open Records Laws, the Receiving Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would use to protect its own information of like importance, but in no event less than a reasonable degree of care; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than as necessary to perform its obligations or exercise its rights under the Agreement; and (c) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives who need to know such Confidential Information for the Receiving Party to perform its obligations or exercise its rights under the Agreement and who are bound by confidentiality obligations no less restrictive than those set forth herein.

11.4 Compelled Disclosure. If the Receiving Party is required by applicable law, regulation, or legal process to disclose any Confidential Information, it shall provide the Disclosing Party with prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost, a protective order or other remedy. If the Disclosing Party waives compliance or fails to obtain such protective order, the Receiving Party may disclose only that portion of the Confidential Information that it is legally required to disclose.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 Neumo Ownership. As between the Parties, Neumo owns and retains all right, title, and interest, including all intellectual property rights, in and to the Services, Neumo Materials, Neumo Systems, Resultant Data, Aggregated Statistics, Documentation, and any modifications, enhancements, improvements, or derivative works thereof.

12.2 Customer Data. As between the Parties, Customer owns and retains all right, title, and interest, including all intellectual property rights, in and to Customer Data. Customer grants to Neumo a limited, non-exclusive, royalty-free, worldwide license to use, host, process, copy, display, and transmit Customer Data solely as necessary to provide the Services and perform Neumo's obligations under the Agreement.

12.3 Aggregated Statistics and Resultant Data. Notwithstanding anything to the contrary, Neumo may monitor Customer's use of the Services and collect, compile, and use Aggregated Statistics and Resultant Data for its lawful business purposes, including for improving the Services and developing new products or services, provided that such data does not identify Customer or any individual. Neumo shall own all right, title, and interest in and to Aggregated Statistics and Resultant Data.

12.4 Feedback. If Customer or any Authorized User provides any feedback, suggestions, ideas, enhancement requests, recommendations, or other information regarding the Services ("**Feedback**"), Customer hereby assigns to Neumo all right, title, and interest in and to such Feedback, including all related intellectual property rights. Neumo may use Feedback without restriction or obligation of any kind.

12.5 Residuals. Neumo shall be free to use for any purpose the general ideas, concepts, know-how, techniques, and skills retained in the unaided memory of its personnel who have had access to Customer's Confidential Information in the course of providing the Services, provided that Neumo does not disclose or use Customer's Confidential Information itself.

12.6 Customer Marks. Customer grants Neumo a non-exclusive, royalty-free license to use Customer's name, trademarks, and logos ("**Customer Marks**") solely for the purpose of providing the Services and for Neumo's reasonable marketing, sales, and reference purposes, subject to Customer's standard trademark usage guidelines.

13. REPRESENTATIONS AND WARRANTIES

13.1 Mutual Representations. Each Party represents and warrants to the other that: (a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation; (b) it has full corporate or governmental power and authority to enter into the Agreement, to perform its obligations hereunder, and to grant the rights granted by it under the Agreement; (c) the execution of the Agreement by its representative whose signature is

set forth on the applicable Order Form has been duly authorized by all necessary corporate or governmental action; and (d) the Agreement constitutes the legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms.

13.2 Neumo Warranties. Neumo represents and warrants that: (a) it shall perform the Services in a professional and workmanlike manner consistent with generally recognized industry standards; (b) the Services will materially conform to the Specifications described in the applicable Order Form and Documentation; and (c) it will implement and maintain the information security safeguards described in Section 6.

13.3 Customer Warranties. Customer represents and warrants that: (a) it owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data such that, as processed by Neumo in accordance with the Agreement, such Customer Data does not and will not infringe, misappropriate, or otherwise violate any intellectual property right, privacy right, or other right of any third party, or violate any applicable law; (b) it shall comply with all applicable laws, rules, and regulations in connection with its use of the Services; and (c) it has obtained all necessary approvals and consents required under applicable law to authorize its execution and performance of the Agreement.

13.4 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE TOU, ALL SERVICES AND NEUMO MATERIALS ARE PROVIDED "AS IS" AND NEUMO HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. NEUMO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEUMO DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS.

14. INDEMNIFICATION

14.1 Neumo Indemnification. Neumo shall indemnify, defend, and hold harmless Customer, its officers, directors, employees, and agents from and against any and all damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of any claim by a third party alleging that the Services, when used by Customer in accordance with the Agreement, infringe or misappropriate such third party's United States intellectual property rights. This obligation does not apply to claims arising out of: (a) Customer Data or Third-Party Materials; (b) use of the Services in combination with other products or services not provided by Neumo; (c) modifications to the Services made

by Customer or a third party; or (d) use of the Services in a manner not authorized by the Agreement.

14.2 Procedures. Customer shall promptly notify Neumo of any claim, permit the Neumo to control the defense and settlement, and cooperate as reasonably requested. Neumo shall not settle any claim without Customer's prior written consent if such settlement admits liability or imposes obligations on Customer.

14.3 Sole Remedy. This Section 14 sets forth the indemnified Party's sole and exclusive remedy and the indemnifying Party's entire liability and obligation for any claims of intellectual property infringement.

15. EXCLUSION OF CERTAIN TYPES OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL NEUMO OR ITS AFFILIATES OR LICENSORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, OR LOSS OF GOODWILL, ARISING OUT OF OR RELATING TO THE TOU OR THE SERVICES, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF NEUMO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. INSURANCE. Neumo shall maintain, at its own expense, during the Term of the Agreement and for a period of one (1) year thereafter, insurance policies with coverage amounts customary for companies of its size and industry, and no less than the following: (a) Commercial General Liability Insurance with limits of at least \$2,000,000 per occurrence; (b) Automobile Liability Insurance with limits of at least \$1,000,000 per occurrence; (c) Workers' Compensation Insurance as required by applicable law; and (d) Technology Errors and Omissions and Cyber Liability Insurance with limits of at least \$5,000,000 per claim and in the aggregate. Neumo shall, upon request, provide Customer with certificates of insurance evidencing such coverage. In addition, to the extent Customer provides Neumo with written insurance requirements applicable to contractors or vendors similarly situated, Neumo shall use commercially reasonable efforts to comply with such requirements.

17. TERM AND TERMINATION

17.1 Term. The term of the Agreement shall commence on the Effective Date of the first Order Form accepted by Customer and shall continue until terminated in accordance with this Section. Each Order Form shall specify its subscription term ("**Subscription Term**").

17.2 Termination for Convenience. Customer may, upon at least thirty (30) days' prior written notice, elect to discontinue (in whole or in part) any Services that are not Subscription Services and that are identified in an Order Form as Professional Services, or

other non-recurring or non-subscription Service components. Any such discontinuation shall be effective as of the end of the applicable notice period and shall not affect Customer's obligations with respect to (a) Fees accrued or committed prior to the effective date of discontinuation, or (b) any continuing or recurring Services not identified in the discontinuation notice.

17.3 Termination for Cause. Either Party may terminate the Agreement or an Order Form immediately upon written notice if the other Party materially breaches the Agreement and such breach is not cured within thirty (30) days after receipt of written notice describing the breach.

17.4 Termination for Nonpayment. Neumo may terminate the Agreement or any Order Form immediately if Customer fails to pay any amount due under the Agreement and such failure continues for ten (10) days after written notice of nonpayment.

17.5 Termination for Insolvency. Either Party may terminate the Agreement immediately upon written notice if the other Party (a) becomes insolvent or unable to pay its debts when due; (b) files or has filed against it a petition in bankruptcy or similar proceeding; or (c) ceases to carry on its business in the ordinary course.

17.6 Fiscal Funding Out. Customer may terminate the Agreement or any Order Form without penalty if funds are not appropriated or otherwise made available to pay the Fees. Customer shall provide at least ninety (90) days' written notice and shall remain responsible for Fees accrued prior to the effective date of termination.

17.7 Effect of Termination. Upon expiration or termination of the Agreement: (a) all rights granted to Customer hereunder shall immediately terminate; (b) Customer shall cease all use of the Services and Neumo Materials; (c) Neumo shall cease use of Customer Data and return or securely destroy such data, except that Neumo may retain archival copies as required by law or for legitimate business continuity purposes; and (d) each Party shall return or destroy all Confidential Information of the other Party, subject to legal retention requirements.

17.8 Survival. The provisions of the TOU that, by their nature, are intended to survive expiration or termination shall survive, including without limitation provisions relating to accrued payment obligations, confidentiality, data security, intellectual property rights, disclaimers, indemnification, limitations of liability, governing law, and dispute resolution. Without limiting the foregoing, the following Sections shall expressly survive expiration or termination of the TOU: Section 1 (Definitions), Section 5 (Fees and Payment), Section 6 (Security), Section 10.7 (Termination), Section 11 (Confidentiality), Section 12 (Intellectual Property Rights), Section 13 (Representations and Warranties), Section 14

(Indemnification), Section 15 (Exclusion of Certain Types of Damages), Section 17.7 (Effect of Termination), Section 17.8 (Survival), and Section 18.

18. MISCELLANEOUS

18.1 Entire Agreement. The TOU, together with all Order Forms accepted by Customer, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, and representations.

18.2 Order of Precedence. In the event of a conflict between these Terms of Use and an Order Form, the Order Form shall control with respect to Fees, scope of Services, and commercial terms, and these Terms of Use shall control with respect to all other terms.

18.3 Notices. All notices required or permitted hereunder shall be in writing and delivered personally, by nationally recognized overnight courier, by certified mail, or by email with confirmation of transmission, to the addresses set forth in the applicable Order Form or to such other address as a Party may designate.

18.4 Assignment. Neither Party may assign or otherwise transfer the Agreement, in whole or in part, without the prior written consent of the other Party; provided, however, that Neumo may assign the Agreement without Customer's consent in connection with a merger, consolidation, corporate reorganization, sale of all or substantially all of its assets, change of control, or to an affiliate capable of performing Neumo's obligations under the Agreement. Any attempted assignment in violation of this Section shall be void. Subject to the foregoing, the Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

18.5 Governing Law. The Agreement shall be governed by and construed under the laws of the state in which Customer is located, without regard to conflict of laws rules.

18.6 Force Majeure. Neither Party shall be liable for delays or failures caused by events beyond its reasonable control, including acts of God, natural disasters, acts of terrorism, labor disputes, government actions, or failures of internet or telecommunications services.

18.7 Export Compliance. Customer shall comply with all applicable export control and trade sanctions laws and shall not export or re-export any Services or Neumo Materials in violation of such laws.

18.8 Independent Contractors. The Parties are independent contractors. Nothing in the Agreement shall be construed to create any partnership, joint venture, agency, or fiduciary relationship between the Parties.

18.9 Severability. If any provision of the Agreement is determined invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

18.10 Waiver. No waiver of any right or remedy under the Agreement shall be effective unless in writing. No waiver shall constitute a continuing waiver unless expressly stated.

18.11 Acceptance of Order Forms. Customer's acceptance of an Order Form shall constitute acceptance of "the Agreement." Acceptance may occur by (a) executing the Order Form, (b) issuing a purchase order or other written confirmation referencing the Order Form, (c) obtaining the Services through an authorized reseller, purchasing agent, or procurement cooperative, or (d) accessing or using the Services. Any such action by Customer shall be deemed conclusive evidence of Customer's agreement to be bound by the terms of the applicable Order Form and Agreement.

18.12 Governmental Powers. It is understood and agreed that by execution of the Agreement, Customer does not waive or surrender any of its governmental powers.

18.13 Interlocal Purchasing Consent; Cooperative Purchasing. With the prior approval of Neumo, which may be withheld for any or no reason within Neumo's sole discretion, the Agreement may be extended to any public entity in Customer's "home-state" to purchase at an Order Form's prices and specifications in accordance with the terms stated in the Agreement. Additionally, to the extent permitted by law, the terms of the Agreement may be extended for use by other local government entities upon execution of a separate agreement, proposal, or other duly signed writing by and between Neumo and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

18.14 Third-Party Software. The Services may incorporate or require the use of third-party commercial off-the-shelf software, open-source components, or other products subject to separate license terms ("**Third-Party Software**"). Rights to use such Third-Party Software are governed solely by the applicable license agreements provided by the relevant third-party vendors, and Customer agrees to comply with those license terms. Customer's acceptance or use of any Third-Party Software shall constitute acceptance of its license terms. If Customer requests Neumo to install, configure, or enable any Third-Party Software that includes "shrink-wrap," "click-wrap," or similar electronic acceptance terms, Customer hereby authorizes Neumo to accept such terms on Customer's behalf solely for purposes of installation or activation. Neumo makes no representations or warranties regarding Third-Party Software and disclaims all liability arising from such software except to the extent expressly provided in the Agreement.

18.15 No Gratuities; Ethical Conduct. Customer shall not, and shall cause its personnel and representatives not to, offer, give, or provide any gift, gratuity, commission, or other thing of value to any employee, officer, or representative of Neumo in connection with the Agreement, other than items of nominal value customarily used for advertising or public-relations purposes. Any violation of this Section 18.15. constitutes a material breach of the Agreement. Neumo shall not, and shall cause its personnel not to, offer any such gratuity to Customer's personnel.

Motion by Commissioner Carter, second by Commissioner Graf, 4 votes yes, 0 votes no, that Commissioners Court approved the 2026 Program Agreement for New participants between Hockley County and Texas Association of Counties Health and Employee Benefits Pool for ACA Reporting and Tracking Service (ARTS). As per ACA reporting and Tracking Service (ARTS) recoded below.



TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

ACA Reporting and Tracking Service (ARTS) 2026 Program Agreement for New Participant HEBP Member (Fully Insured or ASO)

Program Services

The ARTS program includes the following services **at no cost***:

- *Measurement, Administrative, and Stability Period tracking for 2026 and notification of eligibility for part-time / variable / seasonal employees (can provide tracking back to beginning of Measurement Period if historical data is provided by county/district);*
- *Reporting for your county/district regarding the status of potential benefits-eligible employees;*
- *Production of your county/district's 1094C and 1095C forms, provided electronically* in PDF format (optional printed forms to employer or direct mail service to employees for additional fee)*
- *Transmission of your county/district's 1094C and 1095C forms to the IRS.*

*optional: printed forms mailed to employer or direct mail service to employees for additional fee(s)

Program Requirements

- 1) Participants must provide employer, payroll, employee and unpaid leave of absence (LOA) files related to the group's Health Benefits Plan in the format designated by TAC HEBP, as described on enclosed **ARTS Data File Guide**. Payroll data must be provided for each payroll cycle. Employee files must be provided, at a minimum, once per quarter. LOA files may be provided if and when applicable. This information will be used to determine:
 - a) whether individuals are eligible for a federal premium subsidy or tax credit; and
 - b) whether your entity is subject to penalties under the ACA employer mandate.
- 2) Group agrees to pay program fees as described in the **2026 ARTS Fee Schedule** in this document.

Enrollment and Data Submission Deadlines

- Please refer to the enclosed "2026 Deadlines for ARTS Files" document for details.
- Groups who wish to participate in the ARTS program must return the signed documents to TAC HEBP no later than **March 31, 2026** (or 30 days from contract date if new member of HEBP) in order to participate.
- Data file transmission to TAC HEBP must begin no later than **August 7, 2026** to avoid late fees. Please refer to the enclosed "2026 Deadlines for ARTS Files".

* Basic ARTS service fees are waived for HEBP members, but there is a cost for printed forms, and late fees will be assessed if agreement and/or data file deadlines are not met.

SB Initials



TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

ACA Reporting and Tracking Service (ARTS) HEBP Member (Fully Insured or ASO) 2026 Fee Schedule for New Participant

1	<input type="checkbox"/>	ARTS Annual Subscription Fee	*\$4.75 / form	Waived
2	<input type="checkbox"/>	Late fee for service election form (after 3/31/2026)	\$1,500	
3	<input type="checkbox"/>	Late fee for data submission (after 8/7/2026 and/or 1/8/2027)	\$3,000	If applicable, will be billed in 2027 after forms are produced
4	<input type="checkbox"/>	Optional Printed Forms** (group chooses to have TAC print forms and mail to group contact listed on page 3)	\$3 / form	If applicable, will be billed in 2027 after forms are produced
5	<input type="checkbox"/>	Optional Forms Distribution Postage (group chooses to have TAC mail printed forms directly to employees)	\$1.50 / form	If applicable, will be billed in 2027 after forms are produced
		Total Amount Due: (if zero, enter 0.00)	\$ <u>0.00</u>	

*Per 1095C form

** You are not required to provide printed forms. If you do not, the requirements for making forms available to your employees are:

- Provide a written notification to your full-time / benefits-eligible employees to let them know that printed forms will not be automatically provided to them.
- Provide a place on your County/District website where employees can request a copy of their 1095-C form.
- Upon receipt of a request, you have 30 days to respond and provide the requested form.

Note: Fees subject to change annually

JB Initials



TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

ACA Reporting and Tracking Service (ARTS) Contact Designation Form

Contracting Authority: Hockley County (Group Name) hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that any notice to, or agreement by, a Group's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Group. Each Group reserves the right to change its Contracting Authority from time to time by giving written notice to HEBP.

Name: Hon. Sharla Baldrige Title: County Judge
Address: 802 Houston Street Suite #101, Levelland, TX 79336
Phone: (806) 894-6856 Fax: (806) 894-6820
Email: sbaldrige@hockleycounty.org

Primary Contact: Main contact for data file and reporting matters pertaining to the ARTS program.

Name: Monica Grado Title: Assistant Auditor
Mailing Address: 802 Houston St Ste #103
Delivery Address (no PO Boxes): 802 Houston Street Suite #103 Levelland, TX 79336
Phone: (806) 894-6070 HIPAA Secured Fax#: (806) 894-6917
Email: mgrado@hockleycounty.org

Other Contact Emails for ARTS correspondence regarding data files, if any:
spenner@hockleycounty.org

Sharla Baldrige
Signature of County Judge or Contracting Authority

3/2/26
Date

Hon. Sharla Baldrige, County Judge
Print Name and Title

Payroll Software provider: Financial Intelligence (FI)
Software Version #: _____

Motion by Commissioner Wisdom, second by Commissioner Clevenger, 4 votes yes, 0 votes no that Commissioners Court approved the Continuation Certificate of Mariah Hernandez, Clerk-Justice of the Peace. As per Continuation certificate recorded below.



Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 67004473 briefly described as CLERK - JUSTICE OF THE PEACE, PCT # 5 COUNTY OF HOCKLEY

for MARIAH HERNANDEZ

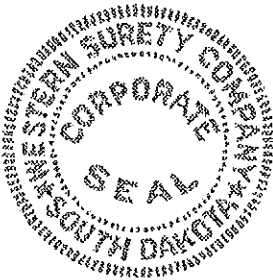
_____, as Principal, in the sum of \$ FIVE THOUSAND AND NO/100 Dollars, for the term beginning March 26, 2026, and ending March 26, 2027, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 15th day of December, 2025.

WESTERN SURETY COMPANY

By Larry Kasten
Larry Kasten, Vice President



THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sloux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One CLERK - JUSTICE OF THE PEACE, PCT # 5 COUNTY OF HOCKLEY

bond with bond number 67004473

for MARIAH HERNANDEZ

as Principal in the penalty amount not to exceed: \$5,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Larry Kasten with the corporate seal affixed this 15th day of December, 2025

ATTEST

L. Bauder
L. Bauder, Assistant Secretary



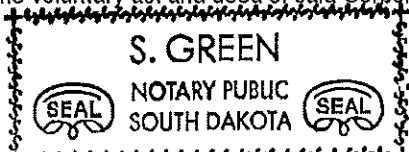
WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 15th day of December, 2025, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



S. Green
Notary Public

My Commission Expires February 12, 2027

To validate bond authenticity, go to www.enasurety.com > Owner/Obligee Services > Validate Bond Coverage.



Figure: 28 TAC § 1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Western Surety Company, Surety Bonding Company of America or Universal Surety of America

To get information or file a complaint with your insurance company or HMO:

Call: Customer Service at 1-605-336-0850
Toll-free: 1-800-331-6053

Email: uwservices@cnsurety.com
Mail: P.O. Box 5077, Sioux Falls, SD 57117-5077

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamacion o con su prima de seguro, llame primero a su compania de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en ingles) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, tambien debe presentar una queja a traves del proceso de quejas o de apelaciones de su compania de seguros o HMO. Si no lo hace, podria perder su derecho para apelar.

Western Surety Company, Surety Bonding Company of America or Universal Surety of America

Para obtener informacion o para presentar una queja ante su compania de seguros o HMO:

Llame a: Servicio al Cliente al 1-605-336-0850
Telefono gratuito: 1-800-331-6053

Correo electronico: uwservices@cnsurety.com
Direccion postal: P.O. Box 5077, Sioux Falls, SD 57117-5077

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov

Correo electronico: ConsumerProtection@tdi.texas.gov
Direccion postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

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 2nd day of March, A. D. 2026, was examined by me and approved.

Alan Wisdom
Commissioner, Precinct No. 1

[Signature]
Commissioner, Precinct No. 3

[Signature]
Commissioner, Precinct No. 2

[Signature]
Commissioner, Precinct No. 4

Sharla Baldrige
County Judge

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

