

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

Notice is hereby given that a Special meeting of the above named Commissioners' Court will be held on the 26th day of February, 2018 at 10:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

1. Read for approval the minutes of a Special Meeting of the Commissioners' Court held Monday, February 12, 2018 at 10:00 a.m.
2. Read for approval all monthly bills and claims submitted to the court and dated through February 26, 2018.
3. Consider and take necessary action to approve the Treasurer's Quarterly Financial Report.
4. Consider and take necessary action to approve the Community Partner Program Memorandum of Understanding between the Health and Human Services Commission and Hockley County.
5. Consider and take necessary action to approve the Hockley County Library to apply for two (2) grants available through the Texas State Library & Archives Commission.
6. Consider and take necessary action to approve the Interlocal Agreement between Hockley County and the Lubbock County Sheriff's Office for housing of inmates.
7. Consider and take necessary action to approve a Memorandum of Understanding between the Hockley County Sheriff's Office and Starcare Specialty System related to mental health services for criminal justice involved individuals.
8. Consider and take necessary action to approve a Tax Deed for 110 Igoe Ave., Anton, Texas and a Tax Deed for 1605 Malachi, Sundown, Texas.
9. Consider and take necessary action to approve Ad Valorem tax refunds.
10. Presentation of the refurbished Hockley County Commissioner's Court, Book 1 by Irene Gumula, Hockley County Clerk to the Court.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

BY: Sharla Baldridge
Sharla Baldridge, Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 23RD day of February, 2018, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

FILED FOR RECORD
AT 10 O'CLOCK M.

Dated this 23RD day of February, 2018.

Irene Gumula

Irene Gumula, County Clerk, and Ex-Officio
Clerk of Commissioners' Court, Hockley County, Texas

FEB 23 2018

Irene Gumula

County Clerk, Hockley County, Texas

VOL. 66

PAGE 288

THE STATE OF TEXAS
COUNTY OF HOCKLEY

IN THE COMMISSIONER'S COURT
OF HOCKLEY COUNTY, TEXAS

SPECIAL MEETING
FEBRUARY 26th , 2018

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

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

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

Motion by Commissioner Carter, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on February 12th, 2018, A. D., be approved and stand as read.

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

Motion by Commissioner Carter, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Treasurer's Quarterly Financial Reports, as per Treasurer's Quarterly Financial Report recorded below.

4th
TREASURER'S 3rd QTR. 2017 FINANCIAL REPORT

THE STATE OF TEXAS
COUNTY OF HOCKLEY
AFFIDAVIT

The Treasurer's Quarterly Report includes, but is not limited to, money received and disbursed; debts due to (if known) and owed By the county; and all other proceedings in the treasurer's office that pertain to the Financial Standing of Hockley County. {LGC 114.026(a)(b)}

The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled; any adjustments Have been noted.

The affidavit must state the amount of the cash and other assets that are in the custody of the county treasurer at the time of The examination. {LGC 114.026 (d)}

\$19,738,852.97 Months' Ending Balance

Any interest earned that is posted by financial institutions to our accounts on the last business day of the month is included In the combined statement of receipts and disbursements.

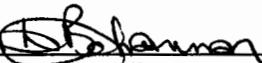
\$60,244.08 Months' Interest Earned

The Treasurer's Quarterly Report has been submitted and the Bank Reconciliation is pending review by Auditor. {LGC 114.026(b)}

All investments are in compliance with both the Public Funds Investment Act and the Hockley County Investment Policy. The investment strategy is passive, which maintains a liquid cash flow and safety of the investment as priority. {LGC 2256.023}

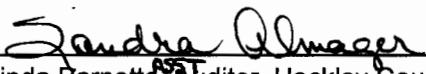
Therefore, Denise Bohannon, County Treasurer of Hockley County, Texas, who being fully sworn, upon oath says that the within And foregoing report is true and correct to the best of her knowledge.

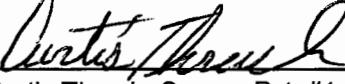
Filed with accompanying vouchers this 19 day of Feb, 2018.


Denise Bohannon, Treasurer, Hockley County

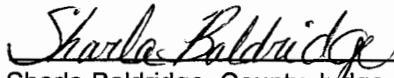
Commissioners' Court having reviewed the Treasurer's Report as presented, having taken reasonable steps to ensure its accuracy and based upon presentations of the Treasurer's Office approve the report, subject to the independent auditor's Review and request that it be filed with the official minutes of this meeting. {LGC 114.026(c)}

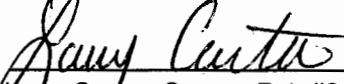
In addition, the below signatures affirm that the Treasurer's Report complies with statutes as referenced. {LGC 114.026(d)}

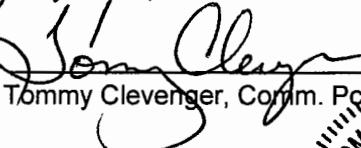

Linda Barnett, Auditor, Hockley County / Date


Curtis Thrash, Comm. Pct. #1


Whitey Barnett, Comm. Pct. #3

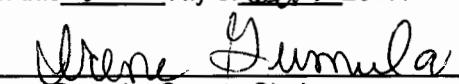

Sharla Baldridge, County Judge


Larry Carter, Comm. Pct. #2


Tommy Clevenger, Comm. Pct. #4



Sworn to & Subscribed to Before Me, by the County Treasurer, the Auditor & Commissioners' Court
on this 26th day of Feb. 2017.


Irene Gumula, County Clerk

Treasurer's Financial Report
Prepared by Denise Bohannon, Hockley County Treasurer

SECTION 1 – Cash Flow

Pages 1-5 Combined Statement of Cash Receipts and Disbursements
Includes Interest and Bank Service Charge

Page 6-8 Bank Collateral
Pledged Securities the Banks have pledged on behalf of Hockley County

Page 9 Bond Indebtedness – Mallet Event Center

Page 10 Certificates of Deposit

SECTION 2 – Investments Long Term

Per the Public Funds Investment Act and the Hockley County Investment Policies, the Investments Report is required on a Quarterly Basis. However, in an effort to keep the Commissioners' Court informed *available* Information is provided on a Monthly basis.

All investments are in compliance with both the Public Funds Investment Act and the Hockley County Investment Policy. The investment strategy is passive, which maintains a liquid cash flow and safety of The investment as priorities. {GC 2256.023}

Investments – Funds are not immediately available – must wait until maturity

DATE 02/16/2018 09:03 COMBINED STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS FROM OCTOBER TO DECEMBER GEL103 PAGE 5

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
GRAND TOTALS	<u>18,397,570.06</u>	<u>15,956,152.89</u>	<u>14,614,869.98-</u>	<u>19,738,852.97</u>

DATE 02/16/2018 09:03 COMBINED STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS FROM OCTOBER TO DECEMBER GEL103 PAGE 4

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2017 083 CA THEFT OF SERVICE CASH FUND TOTALS	5,487.82	1,031.49	1,154.00-	5,365.31
2017 084 SHERIFF WORK RELEASE PROGRAM CASH FUND TOTALS	1,896.61	6.87	.00	1,903.48
2017 085 HOCKLEY CO GRANTS FUND CASH FUND TOTALS	13,507.45	45.01	2,590.24-	10,962.22
2017 087 HC JUVENILE PROBATION FEES CASH/ASB FUND TOTALS	15,304.43	55.69	.00	15,360.12
2017 088 PAYROLL CLEARING ACCOUNT CASH/ASB FUND TOTALS	1,861.29	844,453.71	844,359.11-	1,955.89
2017 089 SEIZURE PROCEEDS FUND CASH/ASB FUND TOTALS	30,280.11	110.19	.00	30,390.30
2018 090 JUVENILE PROBATION FUND CASH/ASB ACCOUNTS RECEIVABLE FUND TOTALS	48,388.32	92,728.16	86,555.55-	54,560.93
2017 091 JUVENILE PROBATION RESTITUTION CASH FUND TOTALS	28,526.91	1,911.80	.00	97.75-
2018 092 HOCKLEY COUNTY COMMUNITY SUPER CASH/ASB FUND TOTALS	26,222.51	140,476.18	74,690.45-	92,008.24
2017 093 HOCKLEY COUNTY MEDICAL FUND CASH/ASB FUND TOTALS	5,421.44	15.87	1,160.00-	4,277.31
2017 094 COUNTY ATTORNEY RESTITUTION CASH/ASB FUND TOTALS	25,295.06	1,527.96	535.89-	26,287.13
2017 095 D A RESTITUTION FUND CASH/ASB FUND TOTALS	5,074.95	18.44	.00	5,093.39
2017 096 CA/DA PRE-TRIAL DIVERSION FUND CASH FUND TOTALS	118,296.04	3,625.64	.00	121,921.68
2017 098 CLEARING FUND CASH FUND TOTALS	.09	3,207,672.58	3,207,672.58-	.09

293

DATE 02/16/2018 09:03 COMBINED STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS FROM OCTOBER TO DECEMBER GEL103 PAGE 3

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
ACCOUNT NAME FUND TOTALS	BEGINNING CASH BALANCE 422.86	CASH RECEIPTS 1,716.40	CASH DISBURSEMENTS 1,354.40-	ENDING CASH BALANCE 784.86
2017 054 JUSTICE OF PEACE #4 CASH FUND TOTALS	1,053.15	6,861.40	6,394.60-	1,519.95
2017 055 JUSTICE OF PEACE #5 CASH FUND TOTALS	13,848.29	73,649.31	67,648.98-	19,848.62
2017 056 SHERIFF FEE ACCOUNT CASH FUND TOTALS	1.50	.00	.00	1.50
2017 057 SO TRAINING DONATIONS FUND CASH/ASB FUND TOTALS	2,195.18	5,017.34	.00	7,212.52
2017 060 I&S FUND: '88 HOSPITAL BOND CASH/ASB TDOA - CD BALANCE FUND TOTALS	279.77	66.26	.00	346.03
2017 065 MPEC INTEREST & SINKING FUND CASH BUSINESS ELITE SAVINGS ACCT TDOA - INVESTMENT BALANCE FUND TOTALS	193,493.10	2,719.21	.00	196,212.31
2017 070 PERMANENT IMPROVEMENT FUND CASH/ASB FUND TOTALS	333,612.77	853,744.74	.00	1,187,357.51
2017 071 HOCKLEY CO ROAD BOND FUND CASH/CLAIM TDOA/ASB FUND TOTALS	21,577.22	78.52	.00	21,655.74
2017 072 MALLETT OPERATING FUND CASH/CLAIM FUND TOTALS	593,412.45	111,437.30	178,435.79-	526,413.96
2017 079 DA FEDERAL FORFEITED FUNDS CASH FUND TOTALS	27,212.18	98.29	207.72-	27,102.75
2017 080 FM & LR FUND CASH/CLAIM FUND TOTALS	4,569.10	16.61	.00	4,585.71
2017 081 DA TRUST ACCOUNT CASH/CLAIM FUND TOTALS	11,312.38	17,134.00	17,134.00-	11,312.38
2017 082 DA FORFEITURE FUND CASH FUND TOTALS	18,410.57	66.98	.00	18,477.55

294

DATE 02/16/2018 09:03 COMBINED STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS FROM OCTOBER TO DECEMBER GEL103 PAGE 2

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
AUDIT CASH ON HAND				
FUND TOTALS	45,455.21	16,502.42	18,635.69-	43,322.94
2017 030 LAW LIBRARY FUND	19,352.15	936.08	2,385.26-	17,902.97
CASH/AIM FUND TOTALS	19,352.15	936.08	2,385.26-	17,902.97
2017 035 LIBRARY FUND	87,070.94	922.32	48,375.27-	39,617.99
CASH/AIM FUND TOTALS	87,070.94	922.32	48,375.27-	39,617.99
2017 039 DISTRICT CLERK PRESERVATION	9,077.97	1,961.77	.00	11,039.74
CASH/AIM FUND TOTALS	9,077.97	1,961.77	.00	11,039.74
2017 040 COUNTY CLERK PRESERVATION FUND	59,495.90	10,349.11	.00	69,845.01
CASH/AIM				
TDOA - CD BALANCE - ASB	59,495.90	10,349.11	.00	69,845.00
FUND TOTALS	59,495.90	10,349.11	.00	69,845.00
2017 041 RECORDS MANAGEMENT OFFICER	14,557.72	2,378.36	1,123.97-	15,812.11
CASH/AIM				
FUND TOTALS	14,557.72	2,378.36	1,123.97-	15,812.11
2017 042 R&B EXTRA FEE ACCOUNT	56,015.91	46,849.75	.00	102,865.66
CASH/ASB				
FUND TOTALS	56,015.91	46,849.75	.00	102,865.66
2017 043 COURTHOUSE SECURITY FUND	31,527.71	3,516.94	222.00-	34,822.65
CASH/AIM				
FUND TOTALS	31,527.71	3,516.94	222.00-	34,822.65
2017 044 JUSTICE COURT TECHNOLOGY FUND	39,075.69	2,950.14	2,387.87-	39,637.96
CASH				
FUND TOTALS	39,075.69	2,950.14	2,387.87-	39,637.96
2017 045 SHERIFF CASH BOND ACCOUNT	77,409.42	3,000.00	10,500.00-	69,909.42
CASH				
FUND TOTALS	77,409.42	3,000.00	10,500.00-	69,909.42
2017 046 COUNTY CLERK CASH BOND ACCT	57,401.02	100.00	2,616.00-	54,885.02
CASH				
FUND TOTALS	57,401.02	100.00	2,616.00-	54,885.02
2017 047 JP5 CASH BOND ACCOUNT	4,234.71	.00	.00	4,234.71
CASH				
FUND TOTALS	4,234.71	.00	.00	4,234.71
2017 048 COUNTY CLERK	30,269.03	82,720.66	87,661.02-	25,328.67
CASH				
FUND TOTALS	30,269.03	82,720.66	87,661.02-	25,328.67
2017 051 JUSTICE OF PEACE #1	4,958.00	12,870.13	14,226.03-	3,602.10
CASH				
FUND TOTALS	4,958.00	12,870.13	14,226.03-	3,602.10
2017 052 JUSTICE OF PEACE #2	422.86	1,716.40	1,354.40-	784.86
CASH				

DATE	02/16/2018	09:03	COMBINED STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS FROM OCTOBER	TO DECEMBER	GEL103	PAGE
ACCOUNT NAME			BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2017 010 GENERAL FUND			2,585,557.42	5,793,925.96	833,380.25-	7,546,103.13
CASH/AIM			.00	.00	.00	.00
AUDIT CASH ON HAND			.00			
TDOA/CD/ASB			.00			
FUND TOTALS			2,585,557.42	5,793,925.96	833,380.25-	7,546,103.13
2017 011 AD VALOREM TAX ACCOUNT						
CASH/AIM						
CASH/T/O AD VAL EXCESS						
CASH/B/E SAVINGS						
TDOA - CD/AIM BANK						
TDOA - CD/ PLAT						
FUND TOTALS			9,939,569.44	3,639,207.58	7,014,716.00-	6,564,061.02
2017 012 OFFICERS SALARY FUND						
CASH/AIM						
AUDIT CASH ON HAND						
FUND TOTALS			1,984,193.46	180,028.24	1,153,388.13-	1,010,833.57
1,984,193.46				.00	.00	.00
2017 013 AUTO REGISTRATION FUND						
CASH/AIM						
FUND TOTALS			28,214.98	102.67	.00	28,317.65
28,214.98				.00		
2017 014 INDIGENT HEALTH CARE FUND						
CASH/AIM						
FUND TOTALS			28,312.31	51,422.19	74,436.49-	5,298.01
28,312.31				.19	.49-	.01
2017 016 HOCKLEY COUNTY: LEOSE FUND						
CASH/AIM						
FUND TOTALS			25,188.51	91.67	.00	25,280.18
25,188.51				.67		
2017 017 JURY FUND						
CASH/AIM						
AUDIT CASH ON HAND						
FUND TOTALS			136,002.94	4,709.23	129,502.91-	11,209.26
136,002.94				.23	.91-	.00
2017 021 ROAD & BRIDGE #1						
CASH/AIM						
CASH/LATR1 AIM						
FUND TOTALS			285,028.13	13,271.03	255,821.11-	42,478.05
37,935.63				.03	.00	.46,538.47
322,963.76				.00		
322,963.76				.00		
2017 022 ROAD & BRIDGE #2						
CASH/AIM						
CASH/LATR2/ AIM						
FUND TOTALS			438,002.30	23,225.47	155,346.95-	305,880.82
91,703.39				.47	.00	.00,306.23
529,705.69				.00		
529,705.69				.00		
2017 023 ROAD & BRIDGE #3						
CASH/ASB						
CASH/LATRD3						
FUND TOTALS			302,164.37	650,499.54	132,110.48-	820,553.43
52,490.33				.54	.00	.61,093.17
354,654.70				.00		
354,654.70				.00		
2017 024 ROAD & BRIDGE #4						
CASH/ASB						
CASH/LATRD4						
FUND TOTALS			305,673.05	13,914.32	187,825.24-	131,762.13
37,036.93				.32	.00	.45,639.77
342,709.98				.00		
342,709.98				.00		
2017 025 ROAD & BRIDGE #5						
CASH/AIM						
FUND TOTALS			45,456.21	16,502.42	18,635.69-	43,322.94
45,456.21				.42	.69-	

Investment Portfolio Pledged Securities
 AIM BANK
 LITTLEFIELD, TX

InTrader (pledged)
 Last : 09/30/2017
 As-of: 10/31/2017
 2AIM 1018373

Sec ID	Loc	Ticket	Security Description Line 1		Rate	Maturity	Grp	Original Face S & P		Book Value Market Value
			Security Description Line 2					Part/Curr Face Moody	Priced Pledged	
PLEDGED TO: hockc *HOCKLEY COUNTY										
3128MMSZ7		FHLMC GOLD G18535	THE INDEPENDENT BANKERSBANK		4,800,000.00					2,689,754.38
TIB 164040305		FHLMC #G30926	3.5 12/01/2029 305		2,598,556.13					2,707,431.66
3132J4HC6		FHLMC #K91056	THE INDEPENDENT BANKERSBANK		3,500,000.00					2,962,183.67
TIB 163004717		FHLMC #K91056	3.5 04/01/2036 305		2,815,588.02					2,920,219.30
3132LMBZ8		FNMA #AK0706	THE INDEPENDENT BANKERSBANK		7,175,000.00					4,591,953.23
TIB 164046120		FNMA #AK0706	3.5 09/01/2033 305		4,414,473.93					4,584,851.08
3138E4YC9		FNMA #AK0706	THE INDEPENDENT BANKERSBANK		2,222,500.00					567,888.62
TIB 164028308		FNMA #AK0706	3.5 02/01/2027 305		536,606.49					557,066.33
3138E4YC9		FNMA #AK0706	THE INDEPENDENT BANKERSBANK		3,250,000.00					830,237.21
TIB 164028413		FNMA #AL0519	3.5 02/01/2027 305		784,688.91					814,607.69
3138EGSH8		FNMA #AL0519	THE INDEPENDENT BANKERSBANK		2,500,000.00					734,033.55
TIB 164024507		FNMA POOL #BC0128	4 03/01/2026 305		690,002.58					725,822.24
3140EUEA3		FNMA POOL #BC0128	THE INDEPENDENT BANKERSBANK		1,500,000.00					1,224,257.41
TIB 163004104		FNMA #890773	3 12/01/2030 305		1,180,550.09					1,210,397.78
31410LT69		FNMA POOL AE0729	THE INDEPENDENT BANKERSBANK		3,000,000.00					2,856,026.59
TIB 204074493		FNMA #MA1089	3 09/01/2036 305		2,834,034.09					2,862,786.81
31418AF78		FNMA #AE8224	THE INDEPENDENT BANKERSBANK		2,850,000.00					1,094,499.37
TIB 164027395		FNMA POOL AE0729	4 06/01/2032 305		1,014,450.46					1,074,061.06
31419AY35		FNMA #AE8224	THE INDEPENDENT BANKERSBANK		2,100,000.00					546,373.14
TIB 164024025		FNMA #AE8224	4 01/01/2026 305		516,247.96					543,045.98
31419KD69		FNMA #AE8224	THE INDEPENDENT BANKERSBANK		6,000,000.00					2,247,638.86
TIB 204076176		PLEASANTON TX ISD BQ GO	4 12/01/2040 305		2,122,608.54					2,248,042.27
728874LG1		FNA 2012-M9 A2	3 08/15/2021 400		330,000.00 AAA					350,546.51
TIB 204064655		FNA 2012-M9 A2	3 08/10/2016		330,000.00					350,080.50
3136A72D3			1,742,000.00							1,645,704.08
TIB 158017617			2,482 04/25/2022 800		1,599,966.76					1,609,566.08
TOTAL FOR PLEDGE ID hockc		Orig Face: 40,966,500.00			Current Face: 21,437,773.96			Market: 22,207,978.78		Book: 22,341,096.62



Investment Portfolio Pledged Securities
 AIM BANK
 LITTLEFIELD, TX

InTrader (pledged)
 Last : 10/31/2017
 As-of: 11/30/2017
 2AIM 1018373

Sec ID	Loc	Ticket	Security Description Line 1	Security Description Line 2	Safekeeping Agent	Maturity	Gtp	Original Face S & P Par/Curr Face Moody	Priced	Book Value Market Value
PLEDGED TO: hockc *HOCKLEY COUNTY										
3128MMSZ7		FHLMC GOLD G18535	THE INDEPENDENT BANKERSBANK		4,800,000.00	11/27/2017		2,606,489.15		
TIB	164040305	FHLMC #G30926	3.5	12/01/2029 305	2,520,282.43	03/25/2015		2,619,672.89		
3132J4HC6		FHLMC #G30926	THE INDEPENDENT BANKERSBANK		3,500,000.00	11/27/2017		2,930,232.24		
TIB	163004717	FHLMC #K91056	3.5	04/01/2036 305	2,786,936.39	12/01/2016		2,901,912.45		
3132LMBZ8		FHLMC #K91056	THE INDEPENDENT BANKERSBANK		7,175,000.00	11/27/2017		4,511,483.42		
TIB	164046120	FNMA #AK0706	3.5	09/01/2033 305	4,339,685.67	07/12/2017		4,524,568.30		
3138E4YC9		FNMA #AK0706	THE INDEPENDENT BANKERSBANK		2,222,500.00	11/27/2017		554,343.31		
TIB	164028308	FNMA #AK0706	3.5	02/01/2027 305	523,949.49	04/03/2013		543,299.18		
3138E4YC9		FNMA #AK0706	THE INDEPENDENT BANKERSBANK		3,250,000.00	11/27/2017		810,435.29		
TIB	164028413	FNMA #AL0519	3.5	02/01/2027 305	766,180.35	01/30/2013		794,344.12		
3138EGSH8		FNMA #AL0519	THE INDEPENDENT BANKERSBANK		2,500,000.00	11/27/2017		717,764.76		
TIB	164024507	FNMA POOL #BC0128	4	03/01/2026 305	674,963.83	05/22/2012		708,608.03		
3140EUEA3		FNMA POOL #BC0128	THE INDEPENDENT BANKERSBANK		1,500,000.00	11/27/2017		1,206,365.94		
TIB	163004104	FNMA #B890773	3	12/01/2030 305	1,164,046.01	03/28/2016		1,193,413.82		
31410LT69		FNMA #B890773	THE INDEPENDENT BANKERSBANK		3,000,000.00	11/27/2017		2,786,733.36		
TIB	204074493	FNMA #MA1089	3	09/01/2036 305	2,765,537.91	03/21/2017		2,808,694.02		
31418AF78		FNMA #MA1089	THE INDEPENDENT BANKERSBANK		2,850,000.00	11/27/2017		1,082,704.19		
TIB	164027935	FNMA POOL AE0729	4	06/01/2032 305	1,003,726.57	01/30/2013		1,063,710.56		
31419AY35		FNMA POOL AE0729	THE INDEPENDENT BANKERSBANK		2,100,000.00	11/27/2017		533,562.88		
TIB	164024025	FNMA #AE8224	4	01/01/2026 305	504,316.93	05/22/2012		526,748.06		
31419KD69		FNMA #AE8224	THE INDEPENDENT BANKERSBANK		6,000,000.00	11/27/2017		2,230,659.79		
TIB	204076176		4	12/01/2040 305	2,108,543.64	08/14/2017		2,236,526.48		
728874LG1		PLEASANTON TX ISD BQ	THE INDEPENDENT BANKERSBANK		330,000.00 AAA	11/27/2017		350,105.46		
TIB	204064655	GO	3	08/15/2021 400	330,000.00	08/10/2016		345,800.40		
3136A72D3		FNA 2012-M9 A2	THE INDEPENDENT BANKERSBANK		1,742,000.00	11/27/2017		1,642,055.44		
TIB	158017617		2.482	04/25/2022 800	1,597,275.67	08/10/2016		1,607,588.96		
TOTAL FOR PLEDGE ID hockc		Orig Face: 40,969,500.00		Current Face: 21,085,444.89		Market: 21,874,797.27		Book: 21,962,985.23		



Investment Portfolio Pledged Securities
AIM BANK
LITTLEFIELD, TX

InTrader (pledged)
Last : 11/30/2017
As-of: 12/31/2017
2 AIM 1018373

Sec ID	Loc	Security Description Line 1		Safekeeping Agent		Original Face S & P Par/Curr Face Moody	Priced Pledged	Book Value Market Value
		Ticker	Description Line 2	Maturity	Rate			
PLEDGED TO: hockc *HOCKLEY COUNTY								
3128MM527	TIB	164040305	FHLMC GOLD G18535	THE INDEPENDENT BANKERSBANK	4,800,000.00	12/27/2017	2,574,236.75	
3132J4HC6	TIB	163004717	FHLMC #G30926	3.5 12/01/2029	2,491,129.97	03/25/2015	2,576,669.87	
3132KF3F7	TIB	165005948	FHLMC #V61698	3.5 04/01/2036	3,500,000.00	12/27/2017	2,911,838.12	
3132LMBZ8	TIB	164046120	FHLMC #K91056	3.5 07/01/2032	2,770,902.89	12/01/2016	2,872,222.98	
3138E4YC9	TIB	164028308	FNMA #AK0706	3.5 09/01/2033	5,000,000.00	12/27/2017	4,963,277.62	
3138E4YC9	TIB	164028413	FNMA #AK0706	3.5 02/01/2027	4,844,854.35	12/22/2017	4,933,012.82	
3138EGSH8	TIB	164024507	FNMA #POOL #BC0128	3.5 02/01/2027	7,175,000.00	12/27/2017	4,464,726.81	
3140EUEA3	TIB	163004104	FNMA #AL0519	3.5 02/01/2027	4,296,866.35	07/12/2017	4,459,453.16	
31410LT69	TIB	204074493	FNMA #POOL #AE0729	4 03/01/2026	2,222,500.00	12/27/2017	537,084.67	
31418AF78	TIB	164027935	FNMA #MA1089	4 12/01/2030	507,773.55	04/03/2013	523,723.30	
31419AY35	TIB	164024025	FNMA #POOL #AE0729	3 06/01/2032	3,250,000.00	12/27/2017	785,204.52	
728874LG1	TIB	204064655	PLEASANTON TX ISD BQ GO	3 08/15/2021	742,526.01	01/30/2013	765,849.61	
3138A72D3	TIB	158017617	FNA 2012-M9 A2	4 04/25/2022	2,100,000.00	12/27/2017	2,034,420.35	
3137B4GY6	TIB	163005814	FHMS K032 A2 ARM	3 05/25/2023	497,876.27	05/22/2012	526,545.15	
					6,000,000.00	03/21/2017	2,770,936.65	
					2,850,000.00	12/27/2017	1,192,086.69	
					980,880.00	03/28/2016	1,173,674.36	
					3,000,000.00	12/27/2017	2,754,921.25	
					2,734,245.45	05/22/2012	691,714.63	
					1,500,000.00	12/27/2017	1,057,836.10	
					1,150,994.82	01/30/2013	1,034,420.35	
					3,000,000.00	12/27/2017	526,545.15	
					2,850,000.00	05/22/2012	518,868.69	
					1,742,000.00	12/27/2017	2,204,638.48	
					2,085,781.22	08/14/2017	2,200,768.67	
					330,000.00 AAA	12/27/2017	349,663.92	
					330,000.00	08/10/2016	344,407.80	
					1,742,000.00	12/27/2017	1,634,577.13	
					1,590,885.72	08/10/2016	1,589,423.79	
					2,860,000.00	12/27/2017	2,989,101.87	
					2,860,000.00	12/22/2017	2,969,301.19	
TOTAL FOR PLEDGE ID hockc		Pledged: 15	Orig Face: 48,829,500.00	Current Face: 28,545,048.73	Market: 29,424,447.87		Book: 29,647,701.70	

12/29/2017
Page 13 of 39

The information contained herein, while believed to be reliable, is not guaranteed.
For assistance please contact TIB Investment Portfolio (866) 308-4842.

Trusted.

Partner.



TREASURER'S 3rd QTR. 2017 FINANCIAL REPORT

**HOCKLEY COUNTY Mallet Event Center and Arena
\$14,515.000 - Bond Issue - 10 Year Repayment
Fund 065, Series 2009 3.04%**

FYE	Previous Balance Outstanding	Principal Payment Due	Interest Payment Due	Current Balance Outstanding
2010	\$17,636,079.00	\$1,185,000.00	\$312,878.88	
PD				\$15,871,600.00
2011	\$15,871,600.00	\$1,255,000.00	\$508,100.00	
PD				\$14,108,500.00
2012	\$14,108,500.00	\$1,305,000.00	\$456,900.00	
PD				\$12,346,600.00
2013	\$12,346,600.00	\$1,360,000.00	\$403,600.00	
PD				\$10,583,000.00
2014	\$10,583,000.00	\$1,415,000.00	\$348,100.00	
PD				\$8,819,900.00
2015	\$8,819,900.00	\$1,475,000.00	\$290,300.00	
PD				\$7,054,600.00
2016	\$7,054,600.00	\$1,535,000.00	\$230,100.00	
PD				\$5,289,500.00
2017	\$5,289,500.00	\$1,595,000.00	\$167,500.00	
PD				\$3,527,000.00
2018	\$3,527,000.00	\$1,660,000.00	\$102,400.00	
				\$1,764,600.00
2019	\$1,764,600.00	\$1,730,000.00	\$34,600.00	
				\$0.00

*Principal Payments Due Annually

**Interest Payments are Due Semi-annually

Treasurer's Financial Report

Prepared by Denise Bohannon, Hockley County Treasurer

Certificates of Deposit

	Purchase Date	Account	Bank	Beginning Amount	Maturity Date	Interest Rate	Interest Paid	Month's Interest Earned
OCT	11/28/2011	060-I&S Hosp. Bd.	Aim	\$36,481.21	11/28/2018	0.60%	Monthly	\$18.74
NOV	11/28/2011	060-I&S Hosp. Bd.	Aim	\$36,481.21	11/28/2018	0.60%	Monthly	\$19.38
DEC	11/28/2011	060-I&S Hosp. Bd.	Aim	\$36,481.21	11/28/2018	0.60%	Monthly	\$28.14
OCT	2/14/2017	011-AdValorem	Aim	4,000,000.00	2/14/2018	0.85%	Monthly	\$2,808.35
NOV	2/14/2017	011-AdValorem	Aim	4,000,000.00	2/14/2018	0.85%	Monthly	\$2,903.99
DEC	2/14/2017	011-AdValorem	Aim	4,000,000.00	2/14/2018	0.85%	Monthly	\$2,812.34

**Motion by Commissioner Carter, seconded by Commissioner Thrash, 4 Votes Yes,
0 Votes No, that Commissioners' Court approve the Community Partner Program Memorandum
of Understanding between the Health and Human Service Commission and Hockley County, as
per Memorandum recorded below.**

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
HEALTH & HUMAN SERVICES COMMISSION
AND
Hockley County
FOR**

**Online Community-Based Application Assistance Services through the YourTexasBenefits.com
For
Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families,
Medicaid, CHIP, Long-Term Care Services programs**

THIS Memorandum of Understanding ("MOU") is entered into between the HEALTH AND HUMAN SERVICES COMMISSION ("HHSC"), an administrative agency within the executive department of the State of Texas with its central office at 4900 North Lamar Boulevard, Austin Texas, 78751 and the Hockley County. ("CP") having an office at 802 Houston St. Suite 109, LEVELLAND, TX, 79336, , for the purpose of providing online community-based application assistance ("Community Partner Program") in connection with the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), Medicaid, Long-term Care Services program (LTC), and Children's Health Insurance Programs (CHIP), collectively referred to in this MOU as "HHSC Programs." HHSC and CP may be referred to in this MOU individually as "Party" or collectively as "Parties."

I. PURPOSE

The Community Partner Program (CPP) is a collaboration between HHSC and a statewide network of government, faith- and community-based, and other social service organizations called Community Partners (CP). The purpose of the CPP is to help people apply for and manage their HHSC Programs benefits (food, cash, and healthcare) online using YourTexasBenefits.com. It also strengthens HHSC's

II. GOALS

The Community Partner Program aims to:

- Simplify the online application process for people to get HHSC Program benefits with the help of local community organizations.
- Allow people to apply for and manage their HHSC benefits from any device that has internet connection, such as a computer or tablet.
- Provide places, outside of HHSC eligibility offices, for people to apply for HHSC Programs benefits online.
- Strengthen community relationships.
- Allows Community Partners to have the ability to see how many people they are helping.

III. AUTHORITY

The Parties enter this MOU under Texas Government Code Chapter 531, Subchapter S, §531.751 et seq.

HHSC is allowed to release confidential information from SNAP, TANF, Medicaid, and CHIP programs, based upon the individual's agreement or as allowed by 7 C.F.R. §272 (SNAP); 45 C.F.R. §205.50 (TANF); 42 C.F.R. §§431.300 et. seq. (Medicaid); and 42 C.F.R. §457.1110 (CHIP).

IV. PARTNER LEVELS

Under this MOU, the CP will automatically enroll in the Community Partner Program as a Level 1 Partner. The CP may choose to provide Level II Partner Services, described below; however, if HHSC approves the CP to provide Level II Partner Services, then all requirements of the Level II Partner Services will apply.

Level I (Self-Service Site)

The CP will provide use of a device that has internet connection, such as a computer or tablet, for people to apply online for HHSC Programs using the "YourTexasBenefits.com" website. People already getting benefits will also be able to manage their HHSC Programs benefits online. The CP may agree to provide any of the following additional equipment to the people they help: printer, copy machine, fax machine, telephone, or document scanner. When the CP helps people with Level I Services, the CP is not acting on behalf of HHSC. The CP may not use information from the "YourTexasBenefits.com" online application website for the CP's benefit.

Level II (Assistance-Service Site)

In addition to Level 1 Services, the CP will have its employees, agents, staff, volunteers, or subcontractors help people to understand and complete the online application process. The CP will give the Level II services after getting the person's written agreement on an agreement form approved by the HHSC. CPs cannot approve or deny benefits; this is decided by HHSC only. When the CP helps people with Level II Services, the CP is not acting on behalf of HHSC.

V. AGREEMENT

Community-based organizations that agree to be a Community Partner, will help people to apply for, update, and renew their benefits at YourTexasBenefits.com. If the CP has many sites that will be part of the program, the CP will give HHSC a list of those sites, and the names of the sites' staff and volunteers; and agrees to make sure their sites follow this MOU's requirements. Additionally, if Level II services are given, the CP agrees to follow the Security and Privacy Agreement (SPA).

For this MOU, the Health and Human Services benefits programs include SNAP, TANF, Medicaid, LTC, CHIP, and any other public assistance benefits program that a person may apply for using the HHSC online application through the "YourTexasBenefits.com" website.

By signing this MOU, the CP agrees to provide Level I or Level II Services for the duration of this MOU. The CP understands and agrees that the CP, its employees, agents, staff, volunteers, or subcontractors will need HHSC's agreement to provide Level II services.

The CP, its employees, agents, staff, volunteers, or subcontractors will be responsible for completing the required trainings and background checks for Level II services.

VI. HHSC STATEMENT OF DUTIES:

Throughout the duration of this MOU, HHSC will provide the CP with the following:

- a. The initial training and yearly training updates for the CP, its employees, agents, staff, volunteers, or subcontractors, as needed, on the use of the YourTexasBenefits.com website, the CPP, and general information about HHSC's Programs;

- b. For CPs giving Level II services, HHSC will train its employees, agents, staff, volunteers, or subcontractors on application assistance procedures, trainings on keeping people's information safe, including the requirements of the Security and Privacy Agreement (SPA), as applicable, and any other training that HHSC thinks is necessary;
- c. For CPs giving Level II services, HHSC will certify the CPs employees as YourTexasBenefits.com Navigators after they finish the required training;
- d. HHSC will record all of the CP's training on HHSC's Community Partner Program website;
- e. Promotional materials such as the HHSC signage, applications, and brochures;
- f. A way for CPs to request information, technical support, or training from HHSC as needed; and
- g. List the CP, and the services it provides, on the YourTexasBenefits.com website so people can find where to apply for benefits.

VII. CP STATEMENT OF DUTIES:

a) Service Duties.

The CP, in support of the HHSC's efforts to give people information about and use of its social service programs through the YourTexasBenefits.com website, will:

- i. Allow free use of a device that has internet connection, such as a computer or tablet, for the person to use YourTexasBenefits.com website.
- ii. Prominently display "And Justice for All" Civil Rights poster, and other appropriate HHSC Programs materials, such as HHSC signage, applications, and brochures;
- iii. Make sure that all employees, agents, staff, volunteers, or subcontractors acting on behalf of the CP are trained each year on use of the "YourTexasBenefits.com" website;
- iv. Tell people about other programs, such as the 2-1-1 Texas Information Referral Network (TIRN) as it applies to the person's needs.
- v. Agree to HHSC monitoring of the CP's sites and activities as needed to make sure CPs meet contractual obligations;
- vi. Keep records of client consent forms, lists of employees, agents, staff, volunteers, or subcontractors certified or authorized to help people who use the "YourTexasBenefits.com" website. Keep records, for a period of up to seven years, of the initial and annual trainings of employees, agents, staff, volunteers, or subcontractors as defined in subsection (c)(iii) below.

CPs providing Level II services will provide the following additional services:

- vii. Volunteers or staff to help people apply for or manage the persons' existing HHSC Programs benefits, using YourTexasBenefits.com;
- viii. Get the individual's agreement for the services on a signed and valid HHSC approved consent form; and
- ix. Make sure all employees, agents, staff, volunteers, or subcontractors are trained each year on issues of information security, confidentiality, and any other appropriate training that HHSC thinks is necessary.

b) Compliance Duties.

- i. To the degree that it applies, the CP is responsible to comply with all laws, regulations, and administrative rules that control how the CP provides the level of services it agrees to under this MOU, including but not limited to, all state and federal tax laws, employment laws, regulatory requirements, and licensing provisions.
- ii. To the degree that it applies, the CP agrees to make sure that each of its employees, agents, staff, volunteers, or subcontractors are properly licensed, certified, trained, or have the proper permits to give services related to the level of services agreed to under this MOU.
- iii. To the degree it applies, the CP guarantees that the level of services agreed to under this MOU comply with all applicable federal, state, and county laws, regulations, codes, ordinances, guidelines, and policies. The CP will indemnify HHSC from and against any losses, liability, claims, damages, penalties, costs, fees, or expenses arising from, or in connection with, the CP's failure to comply with or commit a violation of any such law, regulation, code, ordinance, or policy.
- iv. The CP will make sure that all of its employees, agents, staff, volunteers, or subcontractors get a signed consent form from the person getting assistance before accessing any confidential client information.

c) Security and Confidentiality Duties.

The requirements outlined in this section apply only to Level II Partners.

- i. Neither the CP nor HHSC are the Business Associate of the other, as defined by the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d, et seq.,(Act) and regulations adopted under that Act. The CP is solely acting on behalf of the individuals it provides Level II Services, based on the consent of those individuals described above.
- ii. The CP agrees that the information it receives based on the person's consent for assistance for Level II services is highly confidential and sensitive. Some of the HHSC information may also be highly confidential. The CP agrees that the CP, its employees, agents, staff, volunteers, or subcontractors that give the Level II services under this MOU will treat all individual and HHSC information it receives as confidential.
- iii. The CP will receive, keep, retain, change, record, store, destroy, or otherwise hold, use, or give confidential information only in a secure manner. For this MOU, a secure manner means that the confidential information is made to be unusable, unreadable and indecipherable by unauthorized persons through either encryption or destruction of that information so that the confidential information cannot be read or otherwise reconstructed. For example, the CP will require and ensure that all browser activity and history be cleared and deleted between the use of each person that the CP assists under Level II Services, and all paper copies of the person's information are properly kept and destroyed in a private and secure manner.
- iv. The CP will immediately report to HHSC any actual, potential, or attempted unauthorized access, use, disclosure, change, loss, or destruction of confidential information, which has the possibility for risking the confidentiality, integrity, or availability of the confidential information (collectively an "Incident"). The CP will work fully with HHSC to investigate any such unauthorized receiving of, access, use, or release, or suspected or possible unauthorized receiving of, access, use, or release of confidential information as HHSC states is necessary. The CP must work with HHSC at the time the Incident is discovered and continues as long as activity related to the investigation continues, and until all effects of the Incident are resolved to satisfy HHSC.

- v. The CP will make sure its officers, directors, employees, agents, staff, volunteers, or subcontractors are properly trained and educated and annually retrained on the importance of protecting confidential information and information security and promptly reporting any Incident.
- vi. The CP agrees that any and all unauthorized releases or uses of the individuals' confidential information or HHSC's confidential information may cause immediate and permanent harm to those individuals or HHSC and may be a violation of state or federal laws. If the CP, its officers, directors, employees, agents, staff, volunteers, or subcontractors should use or release such confidential information to others without the person's or HHSC's consent, HHSC will immediately be allowed injunctive relief or any other remedies that HHSC may have under law or equity without allowing for a time for the CP to fix the problem.
- vii. It is a breach of this MOU for any person other than the individual to obtain confidential information without a signed consent form. It is also a breach of state and federal laws and regulations regarding confidential information and information security obtain such information without signed consent forms.

VIII. CIVIL RIGHTS

To the extent applicable, the CP agrees to comply with state and federal anti-discrimination laws, including without limitation:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
- Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
- Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
- Food and Nutrition Act of 2008 (7 U.S.C. §2011, et seq.); and
- The HHSC's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

- a. The CP agrees to comply with all applicable amendments to the above-referenced laws, and all applicable requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- b. To the extent applicable, the CP agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting the CP from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of individuals in its programs, benefits, or activities on the basis of national origin. The CP agrees to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English.
- c. The CP agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin.

- d. The CP agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- e. The CP agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- f. Upon request, the CP will provide the HHSC with copies of all of the CP's civil rights policies and procedures.
- g. The CP must notify the HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51 st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

IX. MUTUAL RESPONSIBILITIES

HHSC and the CP will communicate to make sure the responsibilities described in the MOU are carried out. The CP and HHSC will work together to help people who are able to get HHSC benefits through the YourTexasBenefits.com website.

X. TERM OF AGREEMENT

This MOU is effective upon the date of execution through **01/31/2018** unless terminated earlier under the terms of this MOU.

XI. TERMINATION OF AGREEMENT

Termination Without Cause. This MOU may be ended by either Party without a specific reason when one Party gives the other Party 30 days written notice that it wants the MOU to end.

Notice of Breach and Termination for Cause. If a Party fails to meet a requirement of this MOU, the other Party will give notice of that failure to the Party not meeting the requirement. After 30 days of receiving the notice, and the failure is not fixed by the Party that failed to meet a requirement under the MOU to the other Party's satisfaction, then the other Party may end this MOU by giving notice of termination upon the Party that did not meet the requirements, and that notice will immediately end this MOU.

A prohibited release of Social Security Numbers, of client information, or confidential information, or a break in information security requirements will be a reason for the immediate end of this MOU.

Nonwaiver. If either Party fails to insist on the other Party carrying out any term or condition of this MOU or to use any right or privilege under this MOU, that failure will not be determined to be a continuing or future waiver of such term, condition, right, or privilege.

XII. NOTICES

All written notices, requests, and communications, unless specifically required to be given in a specific way, may be sent to the address or fax number below, by one of the following ways: (1) delivered in person, and getting signature showing that the delivery was made; (2) sent by a recognized overnight delivery service, such as Fed Ex or UPS, and getting a signature showing that the delivery was made; (3) sent by certified mail, and getting a signature showing that the delivery was made; or (4) sent by fax, and a document showing the date and time the fax was sent. Either Party may at any time give notice in writing to the other Party of a change of address or telephone or fax number.

To the CP:

Sharla Baldridge - County Judge
802 Houston St. Suite 109,
LEVELLAND, TX, 79336
Telephone: (806)894-4264
Telefacsimile:
E-Mail: sbaldridge@hockleycounty.org

To the HHSC:

Texas Health and Human Services Commission
Helen Oh
909 W. 45th Street, Bldg. 5, MC: 2077
Austin, Texas 78751
Telephone: 512-206- 5667
Telefacsimile: 512-206- 5538
Email: CPP@hhsc.state.tx.us

XIII. MISCELLANEOUS

a) Amendment

This MOU may be amended or changed by the agreement of both Parties at any time during its duration. Amendments to this MOU must be in writing and signed by the Parties. No change in, addition to, or waiver of any term or condition of this MOU shall be binding on HHSC unless HHSC approves in writing.

b) Assignment

Neither Party shall assign any right, benefit, or duty under this MOU without getting the other Party's written agreement.

c) No Waiver of Sovereign Immunity

The Parties agree that there is nothing in this MOU that is meant to be a waiver by HHSC or the State of Texas of any immunities from suit or from liability that HHSC or the State of Texas may have by operation of law.

d) Governing Law and Venue

This MOU is governed by the laws of the State of Texas and interpreted under Texas law. Proper venue for a claim arising from this MOU will be in a court of competent jurisdiction in Travis County, Texas.

e) Counterparts; Electronic Transmission

This MOU may be signed by each Party individually, and each signature page will be made a part of the original agreement, and all will be considered a single agreement. Any counterpart signature to this MOU that is delivered by fax or email will be considered for all purposes to be good and valid execution and delivery of this MOU.

f) Entire Agreement

This document represents the entire agreement between the Parties. No prior agreement or understanding oral or otherwise, of the Parties or their agents will be valid or enforceable unless made part of this document.

IN WITNESS WHEREOF, this MOU has been signed by an authorized representative of each Party, to be effective as of the Effective Date.

**TEXAS HEALTH AND HUMAN SERVICES
COMMISSION**

By: _____

Name: _____

Title: _____

Deputy Associate Commissioner (or designee)

Date: _____

Hockley County

By: *Sharla Baldridge*

Name: Sharla Baldridge

Title: County Judge

Date: 2-26-18

**Motion by Commissioner Barnett, seconded by Commissioner Clevenger, 4 Votes Yes,
0 Votes No, that Commissioners's Court approve the Hockley County Library to apply for two (2)
grants available through the Texas State Library & Archives Commission, as per two (2) grants
recorded below.**

Texas State Library & Archives Commission

Impact Grant — Draft Application

Budget (10 points)

Maximum award = \$10,000. Enter whole numbers only. Amounts should be rounded to the nearest dollar. Do not use dollar signs, cents or commas. For example, enter "1250," not \$1,249.87.

Budget Category	Grant Funds*	Other Funds (if applicable) (\$)	Description*	Total Costs (\$)
Salaries/Wages/Benefits	0	0	<i>Staff salaries and wages not included because the program will be promoted and completed during normal operation of the library.</i>	
Consultant Fees	0	0	<i>None necessary</i>	0
Travel	0	0	<i>For travel around the county to distribute promotional materials.</i>	0
Supplies/Materials	6618	333	<i>Grant Funds: Child benefit bookmarks – 3 packages at \$8.99 each for distribution in the library to promote the program; Caregiver tips jumbo bookmarks – 10 packages at \$7.29 each for distributing in community to promote the program; Large poster – 4 at \$6.49 each to post in the library; Mini poster set – 4 sets at \$8.99 each to post around the community; Caregiver tips poster – 2 at \$6.49 each to post in library; \$5,000 estimated to purchase 250 books at \$20 each for target audience to assist in providing a variety of materials to meet their goal; \$75 estimated for shipping costs for supplies.</i> <i>Other Funds: From the library's budget or Friends of Hockley County Memorial Library for milestone stickers, motivational stickers, and reading certificates</i>	8801
Equipment	0	0	<i>None necessary</i>	0
Services	0	0		0
Indirect Costs	0	0	<i>Indirect costs not included because</i>	0

Texas State Library & Archives Commission

2019 Impact Grant — Draft Application

<i>Rate</i>	<i>0</i>	<i>0</i>	<i>the program will be promoted and completed during normal operation of the library.</i>	<i>0</i>
<i>Base</i>	<i>0</i>	<i>0</i>		<i>0</i>
<i>Totals</i>	<i>6618</i>	<i>333</i>		<i>8801</i>
<i>Expected program income: 0</i>				

Capitalization Level: \$

***mandatory fields**

Budget Category Descriptions

Capitalization Level

Capitalization threshold is a dollar amount assigned by your City/County/Board on items of property that have an estimated life of more than one year. If the library purchases an item that costs that amount or above, the City/County/Board requires you to report those items as inventory on an annual report. The state of Texas has assigned a dollar amount of \$5,000 as the capitalization threshold for items purchased by the State of Texas. The dollar amount assigned by your City/County/Board may be less but it cannot be higher. If the library purchases items that are less than the capitalization it is not reported on an annual financial report. **Example:** Your City requires you to put into inventory any item over \$500. You are buying a desk for \$550. This purchase will go under **Equipment**, and you will list your Capitalization Threshold at \$500. **Note: A letter stating your Capitalization Threshold must be submitted with your signed contract if an amount is budgeted in Equipment.**

Salaries/Wages/Benefits

Includes all salaries, wages, and fringe benefits paid to staff directly contributing to the project. Narrative should include position titles (but not names) and number of FTEs in description.

Consultant Fees

All expenses related to acquiring the services of a consultant for a specific activity within the project can be included in this category. Costs may include fees, travel, accommodation, and support services hired directly by the consultant. Narrative should include description of expertise of consultant along with actions/contributions to project. Include consultant name.

Travel

Travel costs must be related to the project activities and must be incurred by the staff working on the project. The costs include airfare, ground transportation, accommodation, meals, etc. For airfare, economy class must be used at all times. Narrative should include number of travelers and description of types of travel expenditures.

Supplies/Materials

Include costs for supplies and materials including computing devices (if the acquisition cost per unit is less than the lesser of the capitalization level established by the governmental unit for

financial statement purposes, or \$5,000) purchased specifically for the project. ***Narrative should include descriptions, quantities, and prices of supplies/materials requested.***

Equipment

Includes tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. (2 CFR 200.33)

Services

List the costs of project activities to be undertaken by a third-party contractor or vendor, including a formal partner. Narrative should include description of services provided. Databases should be described here and names of vendors included. All service providers will be required to register in the federal System for Award Management (www.sam.gov).

Indirect Costs

Incurred costs that cannot be readily isolated or identified with just one project or activity.

These types of costs are often referred to as “overhead costs.” The amount is included as part of the total grant award. Typical examples of indirect costs are general telephone service, postage, office supplies, office space expenses, and administrative or financial operations for an entire organization. You may do one of the following:

1. Use a current indirect cost rate already negotiated with a federal agency;
2. Use an indirect cost rate proposed to a federal agency but not yet approved;
3. Use a rate not to exceed 10% of modified total direct costs if you have never had a federally negotiated indirect cost rate and you are not subject to other requirements (e.g., for States and Local Governments, and Indian Tribes); or
4. Not include any indirect costs.

Program Income

The gross income earned by a subrecipient from the activities supported by grant funds or from products resulting from grant activities. It includes, but is not limited to, income from fees for services performed and from the sale of items created under a grant, usage or rental fees for equipment or property acquired under a grant, and license fees and royalties from patents and copyrights. If income is expected to be earned during the grant period, please indicate to what budget category the income will be applied.

Narrative**Project Location:** Hockley County Memorial Library, 811 Austin Street, Levelland, Texas 79336**Project Title:** 1,000 Books Before Kindergarten**Project Director (Name & Title):** Callie Nations, Librarian**New program? (Y or N)** Y**Please list your project partners (if applicable).****Program Abstract (750 characters)**

Hockley County Memorial Library will implement the 1,000 Books Before Kindergarten program for the preschool audience. The purpose is to encourage parents and caregivers to read to young children and prepare for success in school. In conjunction with the preschool story time, the program will be used to encourage reading, exposure to a variety of topics and genres, and build a foundation for school. Books specific to this demographic and purpose will be purchased to provide more variety and opportunities to meet the end goal. Participation will be monitored through registration forms and completed reading logs.

Grant Focus Area (select 1): Goal 1 Goal 2 Goal 3**Goal 2****1. Applicant Information (10 points): Describe your library, mission, strategic goals, and capacity to complete the project. (7500 characters)**

Hockley County Memorial Library is a public library that has been reduced to only one operating location.

The mission of Hockley County Memorial Library is to provide users' access to resources and information they want in a safe and clean environment, while promoting literacy and fostering a love for reading in the community.

The objectives are:

1. To assemble, preserve and administer, in organized collections, books and related educational, recreational material in order to promote, through guidance and stimulation, the communication of ideas to enlighten citizenship and enrich personal lives.
2. To serve the community as a center of reliable information.
3. To provide a place where inquiring minds may encounter the original sometimes unorthodox and critical ideas so necessary as correctives and stimulants in a society that depends for its survival on free competition in ideas.
4. To support educational, civic, and cultural activities of groups and organizations.
5. To provide opportunity and encouragement for children, young people, men and women to educate themselves continuously.
6. To seek continually to identify community needs; to provide programs of service to meet such needs and to cooperate with other organizations, agencies, and institutions which can provide programs or service to meet community needs.
7. To provide opportunity for recreation through the use of literature, films, videos, and other art forms.

The 1,000 Books Before Kindergarten program is a low maintenance program. The library staff is capable of completing the upstart of the program within the first two months of the grant period. Purchasing supplies will be periodical, but the staff is well acquainted with

registration and reading logs due to the annual summer reading program hosted at this library. The addition of a year-round reading program will not be a burden on staff or require much instruction or training.

2. Community Need (10 points): Describe the community you serve, why the program is needed, and the program audience. (7500 characters)

Our community

According to the United States Census Bureau, it was estimated for 2016 that 6.8% of the population in Hockley County is under the age of 5 years old (QuickFacts: Hockley County Texas, United States Census Bureau).

This program is needed in our community to assist parents in providing the early experience of reading to their children. The first few years of life form the foundation for a person's future. The speed of absorption and connections made in the brain are most rapid before the age of six. Exposure to literacy through reading expands children's vocabulary, context abilities, and reading comprehension. The earlier the exposure begins the more they learn and the more likely they are to be successful in school. While there are Headstart programs in our area, there are criteria to meet for acceptance. Adding this program to our library, will help us promote early literacy, encourage parents to read to their young children, and distribute the knowledge of how it affects their children.

The program audience is preschool children from birth to 5 years old.

3. Project activities (20 points): Describe project activities from start to finish. (7500 characters)

Each adult will be required to complete a simple registration form for each child participating to allow library staff to monitor participation. After registering, the adult will be given instructions on how the program works and how to complete the reading logs. They will then be given a reading log for each child.

Upon return of a completed log and with adult permission, the child's name will be added under the milestone wall display. They will receive a milestone sticker and motivational sticker that are to be purchased through the library funds or Friends of Hockley County Memorial Library. They will also receive their next log.

4. Innovation/ improvement (5 points): Describe how the project is innovative for your community, or provide an explanation of how project will enhance/ improve current programs and services and its potential replicability as a best practice in the fields. (7500 characters)

Based on research done by library staff and by information gathered from the Retired Teachers Association, there are no other 1,000 Books Before Kindergarten programs in the community or other communities of similar size to Hockley County.

The program will also assist and be assisted by our preschool story time that is offered during the school year.

5. Timetable (5 points): Present a timetable for project activities within the fiscal year (i.e., a

list of actions with a date by which they will be accomplished). (7500 characters)

By September 14, 2018, all reading logs, bookmarks, posters, and milestone wall displays will be ordered.

By September 28, 2018, the first batch of books will be ordered specifically for checkout by participants in the program. Also, the registration forms will be available for participants to start signing up for the program.

By October 31, 2018, the promotional bookmarks and flyers will be distributed around the community. Also, the posters and bookmarks will be on display in the library to promote the program.

By December 31, 2018, the second batch of books will be ordered.

By March 29, 2019, the third batch of books will be ordered.

By June 28, 2019, the fourth and final batch of books, in terms of this grant, will be ordered.

By July 31, 2019, the surveys will be distributed for the first time to gain feedback on the program.

6. Alignment with desired outcome (10 points): Select one or more uniform goals and outcomes provided by the State Library and explain how your project aligns with the desired goals. (7500 characters)

This program will meet the goal that Texans will have access to library services that support literacy and educational attainment, especially early childhood and family literacy and lifelong learning. The expectation is that the outcome will be Texas parents and caregivers and children in the program acquire skills that enhance family and early childhood literacy. The program promotes reading to children from birth, which promotes literacy for the child and family. It benefits not only the children, but the adults as well. If they have low literacy levels, reading to their child can help them strengthen their own skills. This will motivate them to continue reading to their children to benefit everyone. Early reading also helps build a child's foundation for success in school, which could lead to a lifelong love for learning. There are no downsides to reading to children at any age, but the benefits are greatest from birth to 6 years old. The preschool story time will also assist in providing caregivers with the motivation

7. Personnel (5 points): Describe who is responsible for project activities and their qualifications to perform these duties. (7500 characters)

Director – Librarian, MLS – responsible for purchasing supplies for the program, responsible for purchasing books targeted for the preschool audience to assist participants in reaching their goal.

Assistant – Assistant Librarian, Bachelors in early education – Responsible for story time program and activities; will promote the program during story time; will choose books to use during story time to help participants reach their goal.

8. Evaluation/Documentation of Impact (10 points): Select one of the uniform measures (see program description) and describe how you will accurately collect, maintain and provide this data to the State Library. Note: The agency will provide the survey instrument. This section describes how you will administer the survey. (7500 characters)

The survey will be administered in person through handouts as they collect logs when the

**Texas State Library & Archives Commission
2019 Impact Grant — Draft Application**

end of the grant period is approaching. We will also distribute them through email based on the registration information

9. Marketing (5 points): Describe how you will publicize the programs or services to your community, and how you will share best practices and lessons learned with the library community. (7500 characters)

Flyers to pass out to the daycares and preschools in the area, posts on the library's social media sites (Facebook, Twitter, Instagram), posters in the library, and word of mouth.

To share best practices and lessons learned, the director will send an email out through TexShare's email list to communicate these to staff at other libraries.

10. Sustainability (10 points): Describe how the program or services will be supported with other funding after the grant period ends. Plans must demonstrate that the program will be continued after the close of the grant period. (7500 characters)

The paper supplies will be purchased through either the library's supply budget or Friends of Hockley County Memorial Library. Depending on the status of the library's budget, the Friends association is willing to help purchase future materials. The ongoing expense of the program will be minimal compared to the startup expenses and will be easy to maintain for the foreseeable future after the grant period.

Books for the program audience will be purchased in an ongoing process through the Library's budget for books. They will be purchased periodically based on need, publication, and shelf condition. The budget should be able to maintain the collection for the foreseeable future after the grant period.

Texas State Library & Archives Commission

Texas Reads Grant — Draft Application

Budget (20 points)

Maximum award = \$10,000. Enter whole numbers only. Amounts should be rounded to the nearest dollar. Do not use dollar signs, cents or commas. For example, enter "1250," not \$1,249.87.

Capitalization Level: \$

Budget Category	Grant Funds*	Other Funds (if applicable)(\$)	Description*	Total Costs (\$)
Salaries/Wages/Benefits	0	0	Staff salaries and wages not included because the program will be promoted and completed during normal operation of the library.	0
Consultant Fees	0	0		0
Travel	0	0		0
Supplies/Materials	2000	0	Shipping costs to and from Johnson Space Center for exhibits throughout the summer.	2000
Equipment	0	0		0
Services	4000	0	Estimated costs for astronaut speaker fees for travel and accommodation expenses.	4000
Indirect Costs	0	0	Indirect costs not included because the program will be promoted and completed during normal operation of the library.	0
Rate	0	0		0
Base	0	0		0
Totals	6000	0		6000
Expected program income: 0				

***mandatory fields**

Budget Category Descriptions

Capitalization Level

Capitalization threshold is a dollar amount assigned by your City/County/Board on items of property that have an estimated life of more than one year. If the library purchases an item that costs that amount or above, the City/County/Board requires you to report those items as inventory on an annual report. The state of Texas has assigned a dollar amount of \$5,000 as the capitalization threshold for items purchased by the State of Texas. The dollar amount assigned by your City/County/Board may be less but it cannot be higher. If the library purchases items that are less than the capitalization it is not reported on an annual financial report. **Example:** Your City requires you to put into inventory any item over \$500. You are buying a desk for \$550. This purchase will go under **Equipment**, and you will list your Capitalization Threshold at \$500. **Note: A letter stating your Capitalization Threshold must be submitted with your signed contract if an amount is budgeted in Equipment.**

Salaries/Wages/Benefits

Includes all salaries, wages, and fringe benefits paid to staff directly contributing to the project. Narrative should include position titles (but not names) and number of FTEs in description.

Consultant Fees

All expenses related to acquiring the services of a consultant for a specific activity within the project can be included in this category. Costs may include fees, travel, accommodation, and support services hired directly by the consultant. Narrative should include description of expertise of consultant along with actions/contributions to project. Include consultant name.

Travel

Travel costs must be related to the project activities and must be incurred by the staff working on the project. The costs include airfare, ground transportation, accommodation, meals, etc. For airfare, economy class must be used at all times. Narrative should include number of travelers and description of types of travel expenditures.

Supplies/Materials

Include costs for supplies and materials including computing devices (if the acquisition cost per unit is less than the lesser of the capitalization level established by the governmental unit for financial statement purposes, or \$5,000) purchased specifically for the project. **Narrative should include descriptions, quantities, and prices of supplies/materials requested.**

Equipment

Includes tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. (2 CFR 200.33)

**Texas State Library & Archives Commission
2019 Texas Reads Grant — Draft Application**

Services

List the costs of project activities to be undertaken by a third-party contractor or vendor, including a formal partner. Narrative should include description of services provided. Databases should be described here and names of vendors included. All service providers will be required to register in the federal System for Award Management (www.sam.gov).

Indirect Costs

Incurred costs that cannot be readily isolated or identified with just one project or activity.

These types of costs are often referred to as “overhead costs.” The amount is included as part of the total grant award. Typical examples of indirect costs are general telephone service, postage, office supplies, office space expenses, and administrative or financial operations for an entire organization. You may do one of the following:

1. Use a current indirect cost rate already negotiated with a federal agency;
2. Use an indirect cost rate proposed to a federal agency but not yet approved;
3. Use a rate not to exceed 10% of modified total direct costs if you have never had a federally negotiated indirect cost rate and you are not subject to other requirements (e.g., for States and Local Governments, and Indian Tribes); or
4. Not include any indirect costs.

Program Income

The gross income earned by a subrecipient from the activities supported by grant funds or from products resulting from grant activities. It includes, but is not limited to, income from fees for services performed and from the sale of items created under a grant, usage or rental fees for equipment or property acquired under a grant, and license fees and royalties from patents and copyrights. If income is expected to be earned during the grant period, please indicate to what budget category the income will be applied.

**Texas State Library & Archives Commission
2019 Texas Reads Grant — Draft Application**

Narrative

Project Location: Hockley County Memorial Library, 811 Austin Street, Levelland, Texas 79336

Project Title: 2019 Summer Reading Program: A Universe of Stories

Project Director (Name & Title): Callie Nations, Librarian

New program? (Y or N) N

Please list your project partners (if applicable).

Program Abstract (750 characters)

The Hockley County Memorial Library will host exhibits from the Johnson Space Center throughout the summer reading program to expose students to the variety of information and benefits provided by space exploration. The library will also host an astronaut or speaker from one of the NASA space centers at one of the weekly story times to present information on being an astronaut or what NASA does and how reading influences their lives. Attendance will be taken at each event to keep track of participation.

1. Needs Assessment (20 points): Describe why the program is needed in the community. (7500 characters)

Many of the children and adults in this community do not have the means to travel as some families do, so they will be unable to see the exhibits unless they are brought to this area. Hosting the exhibits in Hockley County Memorial Library will provide everyone in the community a more equal opportunity to get to see the items and information provided by NASA. This may also inspire them to read more about space and exploration.

Being able to host an astronaut or speaker will also provide a unique insight into what NASA does and how it influences the everyday life of everyone around the world. The amount of education and training they go through may inspire the attendees to devote more time to reading and learning to reach their own goals.

2 Program Purpose (20 points): Describe the program goals, audience, intended outcomes, and relationship to the library long-range plan or goals. (7500 characters)

The program goals are to motivate children to participate in the summer reading program, instill a love for reading, introduce them to new information and ideas, and encourage them to reach their own goals.

The intended audience is children from 5 to 12 years old. However, everyone in the community is welcome to come to the summer program story times. All programs are free for admission and the library tries to host them in a large enough facility to avoid having to turn people away at the door.

One intended outcome is to inspire attendees to read. Another is to inspire them to reach for the stars and dedicate themselves to learning so that they may reach their own personal goals.

The relationship to the library's long-term goals is to keep a steady, if not increasing, enrollment and participation in the library and its programs.

3. Program Design (20 points): Provide a detailed description of the program and its activities. Describe any collaboration planned with other community organizations. (7500 characters)

**Texas State Library & Archives Commission
2019 Texas Reads Grant — Draft Application**

The program will be the 2019 Summer Reading Program, which the theme for is space, A Universe of Stories. Throughout the summer, the library will have special exhibits of items and informational displays from NASA's Johnson Space Center.

The library will also host a special presentation from an astronaut or speaker from NASA. The presenter will speak at one of the weekly story times planned throughout the summer. They will present what they do, how someone gets to the position they have, and how reading has influenced their life.

4. Timetable (10 points): Provide a timetable of program activities. (7500 characters)

By September 14, 2018, the application for an astronaut or speaker visit will be submitted.

By December 31, 2018, the applications for exhibits will be submitted.

By May 30, 2019, the dates for exhibits and availability for a presenter should be set with the exception of last minute circumstance interference.

Sometime in June and July, 2019, the presentation will be made and the exhibits will be available. On each day of these activities the survey will be distributed to obtain immediate feedback.

On July 25, 2019, a survey to measure the overall results for the summer programs will be distributed.

5. Evaluation (10 points): Describe how the anticipated outcomes will be measured. Please note that a draft survey instrument will be provided to all funded applicants. (7500 characters)

The surveys will be distributed in person to obtain immediate feedback from participants at each of the presentations and exhibits.

**Motion by Commissioner Carter, seconded by Commissioner Thrash, 4 Votes Yes,
0 Votes No, that Commissioners' Court approve the Interlocal Agreement between Hockley County
and the Lubbock County Sheriff's Office for housing of inmates, as per Interlocal Agreement
recorded below.**

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made by and entered into between Hockley County, Texas (hereinafter "Contracting County") and Lubbock County, Texas (hereinafter "Lubbock County") on the date indicated below.

WHEREAS, Contracting County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its jail, and

WHEREAS, Lubbock County currently has the jail capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 4413(32c), Tex. Rev. Civ. Stat.), and

WHEREAS, the Contracting County and Lubbock County desire to enter into an agreement pursuant to which Lubbock County will provide housing and care for certain inmates incarcerated or to be incarcerated in the Contracting County's jail.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE I DETENTION SERVICES

- 1.01 **HOUSING AND CARE OF INMATES:** Lubbock County agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the Contracting County in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. Lubbock County shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides for its own inmates confined in its own jail subject to the terms and conditions of this Agreement.

- 1.02 **Medical Services:** The per day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside Lubbock County's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical and dental care, and does not include the costs associated with hospitalization of an inmate. The Contracting County shall pay Lubbock County an amount equal to the amount Lubbock County is required to expend for medical services other than those routine medical services provided for by the per day rate. When it becomes necessary for an inmate to be hospitalized, Lubbock County shall contact the Contracting County, through its Sheriff or designated representative, as soon as possible to

inform the Contracting County of the fact that the inmate has been, or is to be, hospitalized and the nature of the illness or injury that has required the hospitalization.

Lubbock County shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

Lubbock County has the right to arrange for the hospital or health care provider to bill the Contracting County directly for the costs of hospitalization and/or medical care, rather than Lubbock County paying the costs directly, the Contracting County shall reimburse Lubbock County for such costs within forty-five (45) business days of receipt of invoice from Lubbock County, which invoice may be delivered personally, by facsimile, by mail or by other reliable sources.

1.03 **MEDICAL INFORMATION:** The Contracting County shall provide Lubbock County with medical information for all inmates sought to be transferred to Lubbock County's facility under this Agreement, including information regarding any special medication, diet or exercise regimen applicable to each inmate.

1.04 **TRANSPORTATION AND OFF-SITE SECURITY:** The Contracting County is solely responsible for the transportation of its inmates to and from Lubbock County's facility. Ambulance transportation (including emergency flight, etc.) is not covered by the per day rate and will be billed along with regular monthly billing submitted to the Contracting County by Lubbock County.

Lubbock County will provide stationary guard services (\$30.00 per hour per guard, with a minimum of two guards) as requested or required by circumstances or by law for inmates admitted or committed to an off-site medical facility. The Contracting County shall compensate Lubbock County for the actual cost of said guard services to Lubbock County, which shall be billed by Lubbock County along with regular monthly billing for detention services.

The Contracting County is responsible for the transport of its inmates from Lubbock County's facility to the Texas Department of Criminal Justice, Institutional Division.

1.05 **SPECIAL PROGRAMS:** The per day rate set out in this Agreement only covers basic custodial care and supervision and does not include any special educational, vocational or other programs. The parties may agree by a written amendment to this Agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.

1.06 **LOCATION AND OPERATION OF FACILITY:** Lubbock County shall provide the detention services described herein at the Lubbock County Detention Center in Lubbock, Texas, which is operated by the Lubbock County Sheriff.

ARTICLE II
FINANCIAL PROVISIONS

2.01 **PER DIEM RATE:** The per diem rate for detention services under this Agreement is sixty-five dollars (\$65.00) per man day. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this Agreement, except that the Contracting County will not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, Lubbock County will bill for the day of arrival, but not for the day of departure.

2.02 **BILLING PROCEDURE:** Lubbock County shall submit an itemized invoice for the services provided each month to the Contracting County, in arrears, invoices will be submitted to the officer of the Contracting County designated to receive the same on behalf of the Contracting County. The Contracting County shall make payment to Lubbock County within thirty (30) days after receipt of the invoice. Payment shall be in the name of Lubbock County and remitted to:

Lubbock County Detention Center
P.O. Box 10536
Lubbock, TX 79408

Amounts which are not paid timely in accordance with the above procedure shall bear an interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, which shall be a contractual obligation of the Contracting County under this Agreement. Contracting County further agrees that Lubbock County shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this Agreement.

ARTICLE III
ACCEPTANCE OF INMATES

3.01 **PRIMARY TERM:** The primary term of this Agreement is for a period of one (1) year from the date of execution.

3.02 **RENEWALS:** This Agreement may be renewed annually by mutual agreement of the parties. Contracting County shall send a written request prior to the end of the primary or renewal term requesting renewal of the Agreement. In the event that the parties seek to renew this Agreement at the end of the primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the commissioners' courts of the respective parties.

3.03 **TERMINATION:** This Agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this Agreement may be terminated upon sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This Agreement will likewise terminate upon the

happening of an event that renders the performance hereunder by Lubbock County impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the Contracting County's inmates.

ARTICLE IV **ACCEPTANCE OF INMATES**

4.01 **COMPLIANCE WITH LAW:** Nothing herein shall create any obligation upon Lubbock County to house the Contracting County's inmates where the housing of said inmates will, in the opinion of Lubbock County's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Lubbock County Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that Lubbock County's Sheriff determines that a condition exists at Lubbock County's facility necessitating the removal of the Contracting County's prisoners, or any specified number thereof, the Contracting County shall, upon notice by Lubbock County's Sheriff to the Sheriff of the Contracting County, immediately (within eight (8) hours) remove said prisoners from the facility.

4.02 **ELIGIBILITY FOR INCARCERATION:** The only inmates of the Contracting County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Texas Commission on Jail Standards approved custody assessment system in place at the Contracting County's jail and pursuant to the custody assessment system in place at Lubbock County's facility.

All inmates proposed by the Contracting County to be transferred to Lubbock County's facility under this Agreement must meet the eligibility requirements set forth above. Lubbock County reserves the right to review the inmates' classifications/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at Lubbock County's facility, Lubbock County reserves the right to demand that the Contracting County remove that inmate and replace said inmate with a non-high risk inmate of the Contracting County.

4.03 **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** Lubbock County reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to Lubbock County's facility, and the Contracting County shall cooperate with and provide information requested regarding any prisoner of the Contracting County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to Lubbock County's Sheriff makes the inmate unacceptable for continued incarceration in Lubbock County's facility in the opinion of Lubbock County's Sheriff, the Contracting County will be

requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of Lubbock County's Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

4.04 **INMATE SENTENCES:** Lubbock County shall not be in charge of, or responsible for, the computation or processing of inmates' time of confinement, including, but not limited to, computation of good time award/credits and discharge dates. All such computations and recordkeeping shall continue to be the responsibility of the Contracting County. It shall be the responsibility of the Contracting County to notify Lubbock County of any discharge date for an inmate at least ten (10) days before such date. Lubbock County will release inmates of the Contracting County only when such release is specifically requested in writing by the Sheriff of the Contracting County. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the Contracting County to pick up and return inmates to the Contracting County facility shortly before their discharge date, and for the Contracting County to discharge the inmate from its own facility. The Contracting County accepts all responsibility for the calculations and determinations set forth above and for giving Lubbock County notice of the same, and to the extent allowed by law, shall indemnify and hold Lubbock County harmless for all liability or expense of any kind arising therefrom. The Contracting County is responsible for all paperwork, arrangements and transportation for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

ARTICLE V **MISCELLANEOUS**

5.01 **BINDING NATURE OF AGREEMENT:** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.

5.02 **NOTICE:** All notices, demands, or other writings, including notices of address changes, may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following addresses:

To Lubbock County: Lubbock County Detention Center
Attn: Chief Deputy - Detention
PO Box 10536
Lubbock, TX 79408

To Contracting County: Hockley County Auditor's Office
802 Houston Street, Suite 103
Levelland, TX 79336

5.03 **AMENDMENTS:** This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioners' courts of the respective parties hereto.

5.04 **PRIOR AGREEMENTS:** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

5.05 **CHOICE OF LAW AND VENUE:** The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and performable in Lubbock, Lubbock County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in a district court of Lubbock County, Texas.

5.06 **APPROVALS:** This Agreement must be approved by the Commissioners' Court of the Contracting County and the Commissioners' Court of Lubbock County in accordance with the Interlocal Agreement Act.

5.07 **FUNDING SOURCE:** The Contracting County must pay all amounts due under this Agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the Contracting County's Treasurer below certifies that there are sufficient funds from current revenues available to the Contracting County to meet its obligations under this Agreement.

LUBBOCK COUNTY, TEXAS:

Thomas V. Head
Thomas V. Head
Lubbock County Judge

Date Approved by Lubbock County
Commissioners Court 4-9-18

HOCKLEY COUNTY, TEXAS:

Sharla Baldridge
Sharla Baldridge
Hockley County Judge

Date Approved by Hockley County
Commissioners Court 2-26-18

Denise Behannon
Denise Behannon
Hockley County Treasurer

ATTEST:

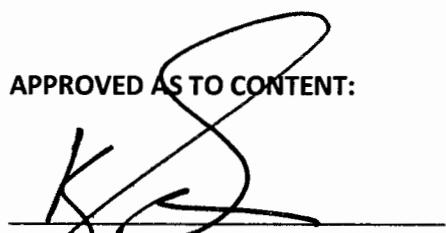


Kelly Pinion
Lubbock County Clerk



Irene Gumula
Hockley County Clerk

APPROVED AS TO CONTENT:



Kelly S. Rowe
Lubbock County Sheriff



Ray Scifres
Hockley County Sheriff

REVIEWED AS TO FORM:



Morgan Day Vaughan
Criminal District Attorney's Office,
Civil Division

**Motion by Commissioner Thrash, seconded by Commissioner Barnett , 4 Votes Yes,
0 Votes No, that Commissioners' Court approve a Memorandum of Understanding between the
Hockley County Sheriff's Office and Starcare Specialty System related to mental health services
for criminal justice involved individuals, as per Memorandum recorded below.**

**StarCare Specialty Health System
Data Exchange and Continuity of Care
Memorandum of Understanding**

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the agencies shown below.

I. AGENCIES:

Lubbock Regional MHMR Center
DBA StarCare Specialty Health System (StarCare)
904 Avenue O, P.O. Box 2828
Lubbock, Texas 79408-2828

Hockley County Jail
1310 Avenue H.
Levelland, Texas 79336

II. STATEMENT OF SERVICES TO BE PERFORMED:

The parties hereto agree by execution of this Memorandum of Understanding to participate in an interagency collaborative effort to identify offenders who have a history of state mental health care and assist with the continuity of care of offenders who have a history of state mental health care.

III. OBLIGATIONS OF STARCARE:

StarCare agrees to:

- (a) Utilize the Jail Match cross-reference and continuity of care reports located within the MBOW, CA Continuity of Care folder to divert individuals from the criminal justice system into appropriate community-based treatment alternatives.
- (b) Contact individuals listed in the Jail Match report as receiving services from StarCare within (1) business day and continue to provide services and advocate on behalf of individuals currently served by StarCare.
- (c) Collaborate with criminal/juvenile justice agencies and other social services agencies within the local service area to coordinate processes to support jail and detention diversion strategies.
- (d) Provide the county jail with the name(s) of the Local Mental Health Authority personnel who will serve as the contact(s) for continuity of care referrals from the jail.

IV. OBLIGATIONS OF HOCKLEY COUNTY JAIL:

Hockley County Jail agrees to:

- (a) Contact the following person for continuity of care concerns:
Sarah Dingus
Jail Supervisor
sdingus@starcarelubbock.org
Mobile: 214-205-0313
- (b) Exclusively use the Continuity of Care Query (CCQ) through the Texas Law Enforcement Telecommunications System (TLETS) to conduct mental health checks of inmates upon booking and to remain in compliance with minimum jail standards.
- (c) Request access to the CCQ system for every employee of the jail who will conduct mental history checks of inmates upon booking. The online training module must be completed satisfactorily to be authorized for full use of CCQ.

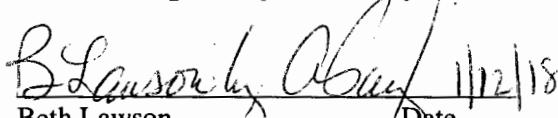
V. TERM OF AGREEMENT:

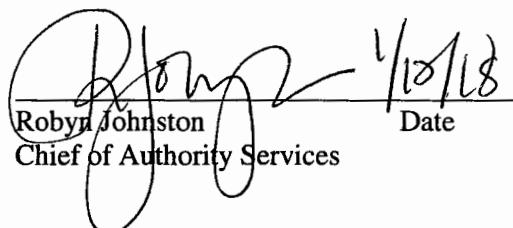
This agreement is to begin September 1, 2017 and shall automatically renew on an annual basis. Any changes made to the terms of the agreement will be in writing and agreed upon by both parties.

THE UNDERSIGNED AGENCIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies and (2) the proposed arrangements serve the interest of efficient and economical administration.

STAR CARE AND ITS AGENT further certify that it has the authority to enter into this agreement for the above services under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended.

StarCare Specialty Health System:


Beth Lawson 1/12/18
Chief Executive Officer


Robyn Johnston 1/12/18
Chief of Authority Services

Hockley County Jail:


Shelly Baldridge 2-26-18
Signature


Robyn Johnston 2-26-18
Signature

**Motion by Judge Baldridge, seconded by Commissioner Carter, 5 Votes Yes,
0 Votes No, that Commissioners' Court approve Tax Deed in the amount of Two Hundred and
One Dollars (\$201.00) to Nicky L. Jezisek, property known as Lot Twelve (12) Block Sixty-nine (69)
Original Town of Anton, Hockley County, Texas, 305 Igoe, Anton, Texas, as per Tax deed recorded
below.**

“NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.”

TAX DEED

STATE OF TEXAS §

200

8

COUNTY OF HOCKLEY §

8

WHEREAS, by an Order of Sale issued out of the 286th Judicial District Court of Hockley County, Texas; in Cause No. TX17-11-2884 styled City of Anton, vs. Owners of Various Properties, City of Anton, Hockley County, Texas, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a tax warrant rendered in said cause on the 13th day of November, 2017, in favor of the Plaintiffs.

WHEREAS, in obedience to said Order of Sale, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 13th day of November, 2017 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff's sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said warrant established therein, the title to said real property pursuant to said warrant and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said warrant adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the warrant in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **TWO HUNDRED ONE DOLLRS AND 00/100 (\$201.00)**, said amount being the highest and best offer received from **Nicky L. Jezisek, 305 Igoe, Anton, TX 79313** receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, and further subject to all presently recorded and validly existing restrictions, reservations, covenants, conditions, easements, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

Lot Twelve (12) Block Sixty-nine (69) Original Town of Anton, Hockley County, Texas, (05195)

WHEREAS this conveyance is also subject to the following Fee Simple Determinable Condition:

Grantee will do everything necessary to bring the Property into compliance with all state and local codes within six months of the execution date of this deed. An affidavit stating that the condition has been fulfilled, filed within six months of said date, if not contradicted by a recorded statement filed within the same six months, is conclusive evidence that the condition has been satisfied, and Grantee and third parties may rely on it.

TO HAVE AND TO HOLD the above described property unto the named purchaser, Nick Jezisek, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of warrant in the above referred tax suit to all taxing units which were a party of said suit and as fully and absolutely as the entities named below can convey the above described real property by virtue of said warrant and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXECUTED this ____ day of _____, 2018.

CITY OF ANTON

By: _____
Mayor

ATTEST:

City Secretary

This instrument was acknowledged before me on the _____ day of _____, 20____, by
Mayor, on behalf of CITY OF ANTON in its capacity therein stated.

Notary Public, State of Texas

HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT

By: _____
Jason Coleman as General Manager

ATTEST:

Board Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by
Jason Coleman as General Manager, on behalf of HIGH PLAINS UNDERGROUND WATER
CONSERVATION DISTRICT in its capacity therein stated.

Notary Public, State of Texas
~~~~~



HOCKLEY COUNTY

By: Shara Baldridge  
County Judge

ATTEST:

Wren Summa  
County Clerk

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by  
County Judge, on behalf of HOCKLEY COUNTY in its capacity therein stated.

Notary Public, State of Texas

---

**ANTON INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Board President

ATTEST:

\_\_\_\_\_  
Board Secretary

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by  
Board President, on behalf of ANTON INDEPENDENT SCHOOL DISTRICT in its capacity therein  
stated.

\_\_\_\_\_  
Notary Public, State of Texas

~~~~~

SOUTH PLAINS JR. COLLEGE

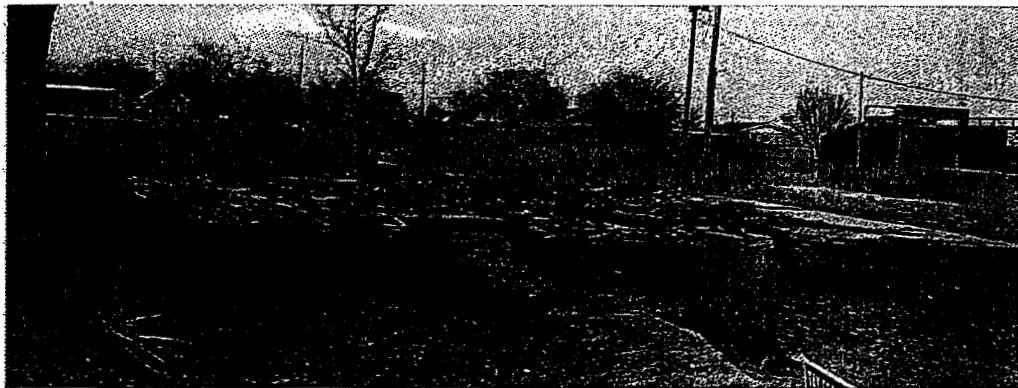
By: _____
Chairman of Board of Regents

ATTEST:

Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by
Chairman of Board of Regents, on behalf of SOUTH PLAINS JR. COLLEGE in its capacity therein
stated.

Notary Public, State of Texas
~~~~~



---

**Management Info:**

Status: Trust

Best Process: Sign Best Process Type:

Progress: viewed on 3-22-16 by mayo waiting for danny to check for taxes due. Taxes due, \$628 for 2 years. HCAD appraising without structure. Taxes owed from 2012-2016 Dec 5 tax sale. Redemption 6 months.

**Property Info:**

City: Anton

Cad Property Id: 05195

CAD Value: 610

Site Description: Anton, 110 Igoe Ave, TX, United States, 79313

Owner Info: Matt Fleming  
3950 Howard Rd  
Anton, TX 79313;

Anthony Fleming  
3950 Howard Rd  
Anton, TX 79313;

Legal Description: Lot Twelve (12) Block Sixty-nine (69) Original Town of Anton, Hockley County, Texas.

Homestead: No Site Structure: Yes

Non Affixed Material: No

**Litigation Info:**

Case Number: TX17-11-2884

Judgement Date: 11/13/2017

Sale Date: 12/05/2017

Sheriff's Deed Date: 12/22/2017

Redemption Date: 06/30/2018

Court: 286

Style Plaintiff: City of Anton

Style Defendant: Owners of Various Properties, City of Anton, Hockley County, Texas

Sheriff's Deed Volume: Vol 1081 Pg 796

Tax Due: No

Delinquent: Yes Litigation: No

**Motion by Judge Baldridge, seconded by Commissioner Carter, 5 Votes Yes, 0 Votes No,  
that Commissioner's Court tabled the Tax Deed for 1605 Malachi, Sundown, Texas.**

**Motion by Judge Baldridge, seconded by Commissioner Barnett, 5 Votes Yes, 0 Votes No,  
0 Votes No, that Commissioners' Court tabled the Ad Valorem tax refund.**

**Presentation of the refurbished Hockley County Commissioner's Court, Book 2 by  
Irene Gumula, Hockley County Clerk to the Court.**

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

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

Curtis Thrasher  
Commissioner, Precinct No. 1

J. L. Barnett  
Commissioner Precinct No. 3

Jamy Carter  
Commissioner, Precinct No. 2

Donna Clay  
Commissioner Precinct No. 4

Sharda Baldridge  
County Judge

Irene Gumula  
IRENE GUMULA, County Clerk, and  
Ex-Officio Clerk of Commissioners' Court  
Hockley County, Texas

