

SEP / 8 2022



County Clerk, Hockley County, Texas

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

Notice is hereby given that a Regular Meeting of the above named Commissioners' Court will be held on Monday, the 12th day of September, 2022 at 9:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

1. Read for approval the minutes of the Regular Meeting held at 9:00 a.m. on Monday, August 22, 2022.
2. Consider for approval all monthly bills and claims submitted to the Court and dated through September 12, 2022.
3. Discussion and potential action to appoint Ashley Hanson as County Extension Agent – Family & Community.
4. Hear the monthly Public Assistance report.
5. Consider and take necessary action to approve the Annual Public Notice for Indigent Health Care for 2022-2023
6. Discussion and potential action concerning the VetPro software quote for the Veterans Service Office.
7. Consider and take necessary action to approve Wellness Testing for county employees who wish to participate to be conducted on September 29, 2022.
8. Hear presentation and consider possible action on proposal brought by CTSI to purchase new computers needed in order to move away from VDI, and to be purchased through use of ARPA funds, which is tabled item number 8 from a previous agenda dated August 22, 2022.
9. Consider and take necessary action to approve the Hockley County Treasurer's 2022 2nd Quarterly Financial Report.
10. Presentation to the Court by Purple Wave Auctions.
11. Consider and take necessary action to approve the Participating Entity Services Agreement for the Statewide Automated Victim Notification Service (SAVNS).
12. Consider and take necessary action to approve the FY 2023 Statewide Automated Victim Notification Service (SAVNS) Grant Contract.
13. Consider and take necessary action to approve a donation made by the Episcopal Church to the Hockley County Library of 2 dozen chairs.

14. Review the August 2022 fire runs as submitted by the City of Levelland.
15. Consider and take necessary action to approve the 2023 Sheriffs' and Constables' Fees report.
16. Consider and take necessary action to approve the 2023 Contract and Agreement concerning ambulance service between the City of Littlefield and Hockley County, Texas.
17. Consider and take necessary action to approve the Continuing Education certificate of Shirley Penner, Hockley County Auditor.
18. Discussion concerning plat guidelines.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS.

BY: Sharla Baldrige
Sharla Baldrige, Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 8th day of September, 2022, and said Notice remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 8th day of September, 2022.

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



THE STATE OF TEXAS
COUNTY OF HOCKLEY

IN THE COMMISSIONER'S COURT
OF HOCKEY COUNTY, TEXAS

REGULAR MEETING
SEPTEMBER 12, 2022

Be it remembered that on this the 12th day of SEPTEMBER A.D. 2022, there came on to be held a Regular Meeting of the Commissioners Court, and the court having convened in Regular session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Sharla Baldrige	County Judge
Alan Wisdom	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
Seth Graf	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger ABSENT	Commissioner Precinct No. 4

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

Motion by Commissioner Carter, second by Commissioner Graf, 3 Votes Yes, 0 Votes No, that the Minutes of a Regular Meeting of the Commissioner's Court, held on August 22, 2022, at 9:00 a.m., be approved and stand as read.

Motion by Commissioner Wisdom, second by Commissioner Carter, 3 Votes Yes, 0 Votes No, that all monthly claims and bills submitted to the court and dated through September 12, 2022, A.D. be approved and stand as read.

Motion by Commissioner Carter, second by Commissioner Wisdom, 3 votes yes, 0 votes No, that Commissioners Court approved to appoint Ashley Hanson as County Extension Agent – Family & Community. As per resume from Ashley Hanson recorded below.

Agri-Life Agent
Position

8-24-2022

Delivered by Wes Utley

Ashley Hanson

3301 79th Street, Unit B.
Lubbock, TX 79423
(806) 773-9341
ashleyhansonttu@yahoo.com

EDUCATION

Colorado State University

Master of Science in Organizational Leadership
Graduation: 2015

Texas Tech University,

Bachelor of Science in Early Childhood Education
Graduation: 2006

EXPERIENCE

**2021-
Present**

Texas Tech University Health Sciences Center
Graduate School of Biomedical Sciences –
Office of Admissions and Student Affairs
Section Coordinator

Lubbock, TX

- Liaison between students and faculty, ensuring that orientation, course registration, and graduation processes and goals are implemented and met
- Responsible for completing travel and purchasing for students, staff, and faculty
- Assist with planning and implementing Student Research Week each year for approximately 300 students

**2021-
Present**

The Grinnery Photo Booth
Operator

Lubbock, TX

- Assemble backdrops and photo booth units for weddings, parties, birthdays and other events
- Interact with guests to take, text, and print photo strips for event attendees

**2017-
2021**

Texas Tech University Health Sciences Center
School of Medicine – Office of Admissions
Assistant Director of Recruitment and Special Programs

Lubbock, TX

- Conducted academic advising appointments and tours for high school and college students
- Represented the TTUHSC SOM at high school and college recruiting events both locally, as well as across Texas and the United States
- Oversaw Special Assured Medical School Admission Programs, as well as conducted 3 medical summer internships for 5 summers
- Assisted with the SOM interview season participating in scheduling, giving presentations on interview days, troubleshooting, etc.

**2014-
2017**

Frenship High School

Wolfforth, TX

Educator, Mentoring Program Manager, Student Council Sponsor

- Created and implemented lessons for a variety of learners on subjects such as nutrition, child development, mentoring, interior design and interpersonal studies
- Initiated and oversaw mentoring program for Frenship ISD Schools
- Managed and led almost 100 youth involved in the Frenship High School Student Council

**2008-
2014**

Texas A&M AgriLife Extension Service

Snyder, TX

County Extension Agent – Family and Consumer Sciences

- Researched, planned, created and implemented educational programs on a variety of topics (health, nutrition, money management, parenting, safety, etc.) for local schools, businesses and organizations
- Led recruitment events to encourage area youth to join the Scurry County 4-H Youth Development Program
- Coordinated, advised and managed approximately 300 total 4-H volunteers, parents and youth combined

MEMBERSHIPS

*Texas Extension Association of Family and Consumer Sciences,
President-elect for District Chapter
*Texas Extension Education Association
*Scurry County Library Board of Directors
*Scurry County Head Start & Early Head Start Board of Directors
*Early Childhood Advisory Board for Western Texas College
*Big Brothers Big Sisters of Lubbock – volunteer

*FHS Student Council Co-Sponsor
*FHS Skills USA Co-Sponsor
*Texas Association of Advisors
for the Health Professions
*Joint Admission Medical
Program Council
*Frenship High School Health Advisory Board

Hear monthly public assistance report for August 2022 from Cara Phelan the Public Assistance Administrator.

HOCKLEY COUNTY PUBLIC ASSISTANCE

DISPOSITIONS OF APPLICATIONS & REQUEST FOR PAYMENT AUGUST 2022

Hockley County Public Assistance Administrator, Cara Phelan presents the following requests for financial assistance to the Hockley County Commissioner's Court. Payment is recommended to applicants found to be eligible based on the Public Assistance Guidelines.

SUMMARY OF ASSISTANCE REQUESTS				
APPLICANT'S NAME	PHYSICAL ADDRESS	ASSISTANCE REQUEST	ELIGIBLE/ INELIGIBLE	AMOUNT APPROVED
Patricia Schuman	903 S Alamo #21	UTIL	APPROVED	\$75.00
Robert Conder	501 Travis #4	UTIL	APPROVED	\$75.00
Thelma Sanchez	1407 W Jefferson	UTIL	APPROVED	\$75.00
Abel Cornelias	205 Avenue L	RENT	DENIED	LANDLORD REFUSED ASSIST.
Mariela Ramiriez	304 Avenue D	RENT	APPROVED	\$150.00
Sylvester Brooks	207 Poplar	RENT	DENIED	OVER INCOME
Felix Sanchez	105 Coke, Anton	UTIL	APPROVED	\$56.72
Crystal Davila	1511 12 th St	UTIL	APPROVED	\$75.00
Elizabeth Rhodes	503 Holly	UTIL	APPROVED	\$75.00
Irvina White	1837 Avenue I	RENT	APPROVED	\$150.00
Mary Milewski	2356 E. Ellis #4	RENT	DENIED	OVER INCOME
Erasmus Escandon	1102 Sherman #18	UTIL	APPROVED	\$75.00
TOTAL PUBLIC ASSISTANCE APPROVED				\$806.72

Respectfully Submitted to:
Hockley County Commissioners Court

Monday September 12, 2022

Hockley County Public Assistance Administrator

Cara Phelan

HOCKLEY COUNTY

PUBLIC ASSISTANCE

INDIGENT HEALTHCARE

VETERANS SERVICES

Report to Commissioners Court for **August, 2022**

Presented on September 12, 2022

Presented by: Cara Phelan-Administrator

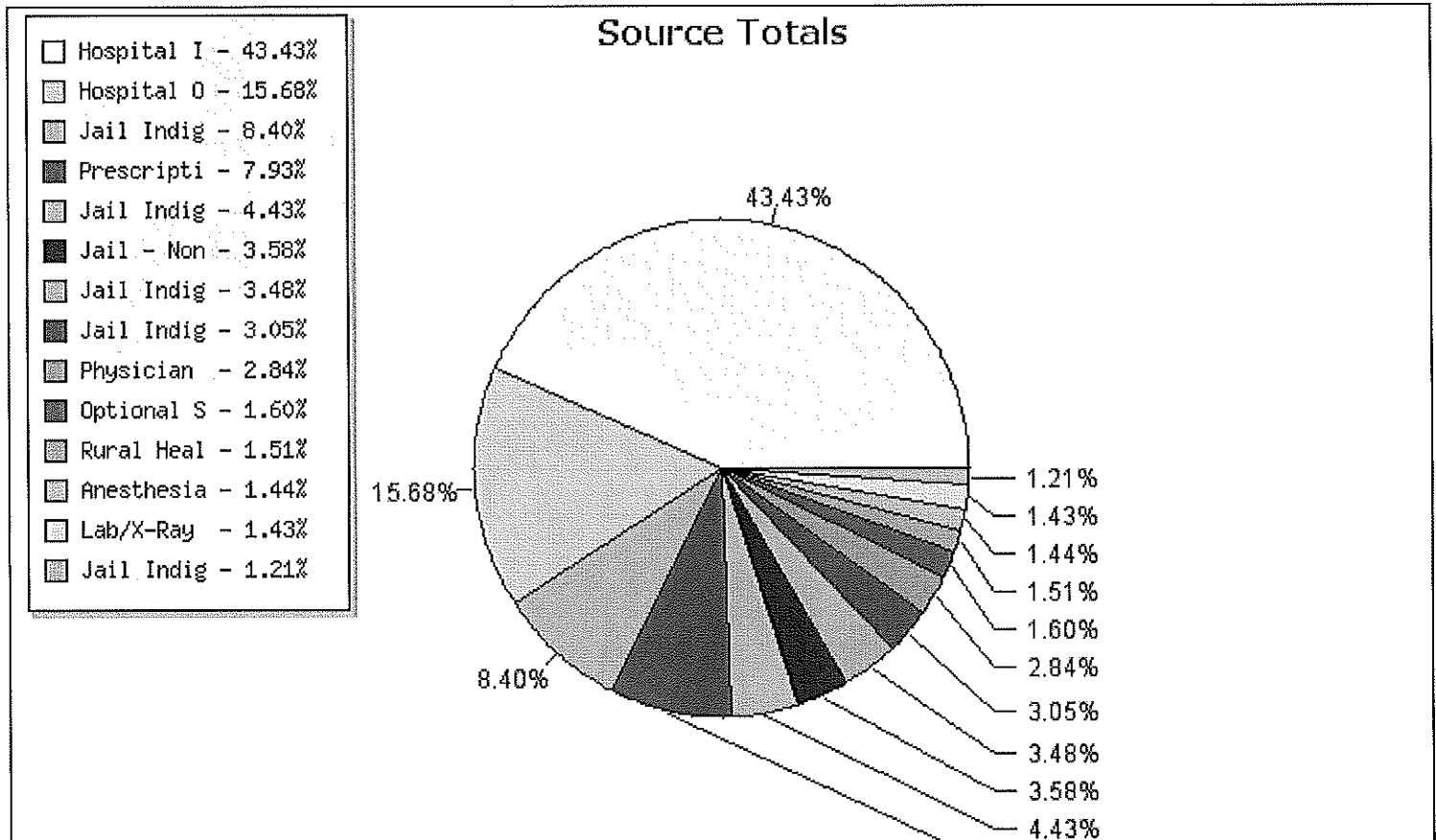
ACTIVITY REPORT FOR AUGUST 2022		
TYPE OF CONTACT	NUMBER OF CONTACTS	COMMENT
Indigent Health Care	41	7 CASES PROCESSED 6 APPROVED 1 DENIED
Public Assistance	52	12 APPLICATIONS 9 APPROVED 3 DENIED
Veterans Services	23	1 NEW CLAIM ACCREDITATION TRAINING-VETPRO
Ministerial Alliance	17	12 CLIENTS ASSISTED 6 WATER 6 CLOTHING VOUCHERS
Food Box Vouchers	40	NEW LOCATION OPENS TODAY SPCAA, 410 HOUSTON ST
Pauper Burial	0	
Salvation Army	0	
TOTAL CONTACTS	173	CALLS AND WALK-IN

Source Totals for Batch Dates 08/01/2022 through 08/31/2022

Hospital In-Patient	43.43%	\$24,796.95
Hospital Out-Patient	15.68%	\$8,951.66
Jail Indigent - Prescription D	8.40%	\$4,798.40
Prescription Drugs	7.93%	\$4,525.71
Jail Indigent - Rural Health C	4.43%	\$2,527.70
Jail - Non-Indigent Prescripti	3.58%	\$2,042.43
Jail Indigent - Lab/X-Ray	3.48%	\$1,984.81
Jail Indigent - Physician Ser	3.05%	\$1,740.62
Physician Services	2.84%	\$1,623.25
Optional Services	1.60%	\$914.68
Rural Health Clinics	1.51%	\$864.50
Anesthesia Services	1.44%	\$821.46
Lab/X-Ray	1.43%	\$815.24
Jail Indigent - Dental	1.21%	\$688.64

Total Expenditures

\$57,096.05



Entry Statistics for Entry Dates 08/01/2022 through 08/31/2022

Clients Entered	25
Rapid Reg. Entered	2
Vendors Entered	2
Worksheets Entered	7
Invoices Entered	240

Void Statistics for Void Dates 08/01/2022 through 08/31/2022

Clients Voided	1
Vendors Voided	0
Rapid Reg. Voided	0
Invoices Voided	7

Active Clients by Program for Eligibility Dates 08/01/2022 through 08/31/2022

Indigent Health Care	20
Jail Inmate	142
Denied	1
Public Assistance	1
DWI BLOODDRAWS	1
Total Clients By Program	165

Motion by Commissioner Carter, second by Commissioner Graf, 3 votes yes, 0 votes no, that commissioner's court approved the Annual public Notice for Indigent Health Care for 2022-2023. As per NOTICE TO PUBLIC recorded below.

THE STATE OF TEXAS

COUNTY OF HOCKLEY

IN THE COMMISSIONERS' COURT

OF HOCKLEY COUNTY, TEXAS

NOTICE TO PUBLIC

Hockley County will use the following rules and procedures to comply with its responsibility under the Indigent Health Care and Treatment Act, for the fiscal year September 1, 2022-August 31, 2023.

Applications can be requested in the basement of the County Library Building, at 811-B Austin Street, in Levelland, Hockley County, Texas. Assistance in completing the application will be provided upon request. Contact the Hockley County Indigent Health Care and Public Assistance Office, 806-894-4264.

Hockley County will use rules and procedures found in the County Indigent Health Care Program Handbook published by the Texas Department of Health. The handbook is available on line at <https://hhs.texas.gov/laws-regulations/handbooks/cihcp/county-indigent-health-care-program-handbook>.

1. Application Packet must be completed and signed.
2. Verification of income, termination of income, proof of residence, household composition, resources, current driver's license/ID, and Social Security Card are required.
3. Net income cannot exceed 21 % of the Federal Poverty Income Limits (FPIL).
4. Value of countable resource assets cannot exceed \$2000, \$3000 if household has a person who is aged or disable. The equity value of an automobile cannot be greater than \$4650.00. Personal property and homesteads are exempt assets.
5. Eligible persons must be a resident of Hockley County and must intend to remain in Hockley County.
6. Applicant must provide all information and documentation requested, or application will be denied.
7. Unemployed applicants must provide proof of registration with the Texas Workforce Commission for the Job Search Program and be actively seeking employment. (Persons with a physical or mental impairment or elderly and are unable to work can receive a waiver from this requirement)
8. Applicants have the right to appeal adverse decisions.

Hockley County has a maximum yearly liability per eligible client of \$30,000 or 30 days of inpatient hospitalization

ATTENTION: Presenting false information or securing medical benefits wrongfully may subject applicant to criminal and civil penalties. Eligible applicants must report any change in income, resources, household composition, address, and other circumstances affecting eligibility within 14 days to prevent the filing of criminal or civil charges against them.

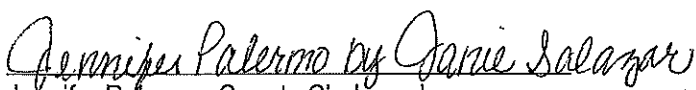
The effective date of the above rules and procedures is September 1, 2022.

Given under my hand and seal of said Court, this 12th day of September, 2022.

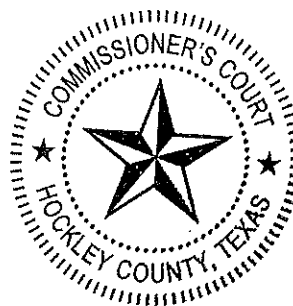


Judge Sharla Baldrige, Hockley County, Texas

ATTEST:



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



Motion by Judge Baldrige, second by Commissioner Carter, 4 votes yes, 0 votes No, commissioners court approved the VetPro software quote for the Veterans Service Office. As per VetPro quote recorded below.



Quote

Panoramic Software Inc.

Date: August 12, 2022
Invoice #: Quote
Customer ID: Hockley County TX

To: Hockley County TX
Attn: Cara Phelan
802 Houston St., Ste. 109
Levelland, Texas 79336
(806) 894-4264

Salesperson	Job	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Due Date
JH					Net 30	

Qty	Item #	Description	Unit Price	Discount	Line Total
1.00		VetPro Software User Licenses	\$ 450.00		\$ 450.00
1.00		Application Setup	Fee Waived		

Cost is annual and includes all customer support, training, onboarding and app set up.

Total Discount

Subtotal \$ 450.00
Sales Tax
Total \$ 450.00

32932 Pacific Coast Highway #14-482, Dana Point, CA 92629

Motion by Commissioner Carter, second by Commissioner Graf, 3 votes yes, 0 votes No, that Commissioners Court approved the Wellness Testing for county employees who wish to participate to be conducted on September 29, 2022.

Company Name: HOCKLEY COUNTY

Testing Date: 9/29/2022



Information:

Phase I, Phase II and all optional tests are covered by the BCBS (group 094527) insurance plans with NO co-pay, NO deductible and NO out of pocket.

Spouses may test if the BCBS (group 094527) plan is their "PRIMARY" coverage

****Part time staff - Hockley County will cover the Basic Panel only.****

MUST bring a "CURRENT" and "LEGIBLE PHOTO COPY" of your insurance card.

We can ONLY take the company insurance listed above.

You MUST be 18 years old to participate in wellness testing.

First

Testing Day

1. DO NOT eat or drink anything, except for water, after 10:00pm the night before testing.
2. DO NOT exercise 24 hours prior to testing.
3. Medications can be taken with WATER ONLY. If it MUST be taken with food, wait until after blood draw.

1. DO NOT eat before your blood draw!
2. Drink 2 glasses of water before your appointment.
3. MUST bring a PHOTO COPY of your insurance card.
4. Wear a shirt that the sleeves can be rolled up.

Phase I	Phase II
Phase I - Wellness Screening	Phase II - Cardiac Screening
<ul style="list-style-type: none"> * Wellness Questionnaire (online only) * Evaluation of Total Cholesterol * Breakdown of Cholesterol * Coronary Risk Ratio * Triglycerides * Liver Function, Kidney Functions * Thyroid Panel, CBC, Magnesium * HbA1C * Electrolyte-Mineral Function * Blood Glucose (Diabetes) * Height, Weight and Waist Measurement * Blood pressure (for non-cardiac only) 	<ul style="list-style-type: none"> * Blood Pressure * Fasting Insulin * Vitamin D * Apo B * C-reactive protein, Homocysteine * Resting EKG, ABI * Physician review of EKG/ABI

Optional Tests

- PSA (age 50 plus only)
- Hepatitis C
- CA125

Motion by Commissioner Carter, second by Commissioner Wisdom, 3 votes yes, 0 Votes no, that Commissioners Court approved the proposal brought by CTSI to purchase new computers needed in order to move away from VDI, and to be purchased through use of ARPA funds, which is tabled item number 8 from a previous agenda dated August 22, 2022. As per documents recorded below.

THE STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

ORDER TO APPROVE USE OF ARPA FUNDS

The Commissioners' Court of Hockley County has hereby approved AND IT IS SO ORDERED that ARPA (American Rescue Plan Act) Funds shall be used to fund the installation of new computers by CTSI needed in order to move away from VDI.

DONE IN OPEN COURT, this the 12th day of September, 2022, upon motion by Commissioner, Larry Carter and seconded by Commissioner, Alan Wisdom.

Sharla Baldrige
Sharla Baldrige, Hockley County Judge

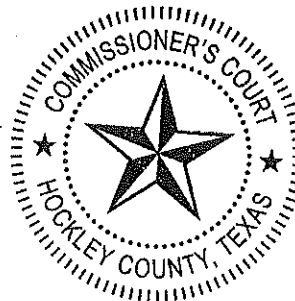
Alan Wisdom
Alan Wisdom, Commissioner, Pct 1

Larry Carter
Larry Carter, Commissioner, Pct 2

Seth Graf
Seth Graf, Commissioner, Pct 3

Absent
Tommy Clevenger, Commissioner, Pct 4

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



We have prepared a quote for you

TexBuy RFP 021-010 Replacement Workstation Project

Quote # 021705
Version 1

Prepared for:

Hockley County

Sharla Baldrige
sbaldrige@hockleycounty.org





**IT SOLUTIONS BUILT
TO PROTECT YOU**

Wednesday, September 21, 2022

Hockley County
Sharla Baldrige
802 Houston Street
Levelland, TX 79336
sbaldrige@hockleycounty.org

Dear Sharla,

I have prepared a proposed solution that includes the products and services we believe to be best suited to meet your business needs.

Please take a look at the proposal, and let me know if you have any questions or concerns. I'll be contacting you in a few days to see how you would like to proceed from here.

Since we do not inventory products, it normally takes one to two weeks to obtain the products and to prepare them for installation at your location.

If you are comfortable with what I have proposed and are ready to get started, simply fill in the acceptance information on the proposal, or click the "Accept" button on the web page link I e-mailed to you. This will notify me of your acceptance so we can order the products and get this work on our schedule. When we have the products ready to install, our dispatchers will contact you to coordinate the installation schedule.

Have a wonderful day, and thank you for considering CTSI for your technology needs!

Zac Fitzgerald
Technology Consultant
Corporate



**IT SOLUTIONS BUILT
TO PROTECT YOU**

Product

Description	Price	Qty	Ext. Price
Pricing Valid Until 9-30-2022			
HP ProDesk 600 G6 Desktop Mini Computer Intel Core i5 10th Gen i5-10500T Hexa-core (6 Core) 2.30 GHz 16 GB RAM DDR4 SDRAM 256 GB SSD Windows 10 Pro 64-bit Intel UHD Graphics 630 DDR4 SDRAM English Keyboard	\$1,025.12	68	\$69,708.16
HP Care Pack – 5 Year Next Business Day Onsite	\$104.17	68	\$7,083.56
Freight Fee	\$100.00	1	\$100.00
Handling Fee	\$15.00	1	\$15.00
TexBuy Contract #021-010	\$0.00	1	\$0.00

Subtotal: **\$76,906.72**

Fixed Services

Description	Price	Qty	Ext. Price
Network Workstation Setup and Installation Fee	\$0.00	68	\$0.00
MS Office Workstation Installation and Configuration Service Will use clients O365 license that is quoted separately.	\$0.00	68	\$0.00
Antivirus Workstation Installation and Configuration Service	\$0.00	68	\$0.00
CTSINet Agreement - Add device(s) to monitoring and documentation	\$0.00	1	\$0.00

Subtotal: **\$0.00**

Estimated Services

Description	Price	Qty	Ext. Price
Senior Desktop Specialist Transfer Data Between Old and New Device as Needed	\$0.00	68	\$0.00
Senior Desktop Specialist Install Third Party Applications	\$0.00	68	\$0.00



**IT SOLUTIONS BUILT
TO PROTECT YOU**

Estimated Services

Description	Price	Qty	Ext. Price
Senior Desktop Specialist Troubleshoot Unforeseen Issues	\$0.00	68	\$0.00

Subtotal: **\$0.00**

TexBuy RFP 021-010 Replacement Workstation Project

Prepared by:

Prepared for:

Quote Information:



CTSI
Zac Fitzgerald
806-793-8961
ZFitzgerald@ctsinet.com

Hockley County
802 Houston Street
Levelland, TX 79336
Sharla Baldrige
(806) 894-6070
sbaldrige@hockleycounty.org

Quote #: 021705
Version: 1
Delivery Date: 09/21/2022
Expiration Date: 09/30/2022

Quote Summary

Description	Amount
Product	\$76,906.72
Fixed Services	\$0.00
Estimated Services	\$0.00
Total: \$76,906.72	

Please do not pay from this proposal. Invoices will be issued from CTSI based on the information presented here, but at a later date. Because proposed solutions often include estimated services and/or expenses (depicted as Estimated), the actual amount billed will normally vary from what appears above.

I understand the nature of CTSI's engagement for professional services and for the purchase and installation of computer equipment. I confirm to you that the information and arrangements outlined in this proposal are in accordance with my understanding and are agreeable to me.

Payment Terms:

Hardware & Software Products: I understand that CTSI requires full payment for the hardware and software product within twenty (20) days of the invoice date for the same and that this invoice will be generated once all hardware and software product has been received by CTSI. Insurance and security responsibility will pass to client upon delivery to the client's location.

Professional Services: I understand that professional services, mileage and other expense charges are billed weekly as delivered and that payment is due within twenty (20) days of the date on the invoice.

Past Due Amounts: If payment is not received within twenty (20) days of the invoice date, CTSI may add a "finance charge" fee at the rate of 1½ % per month on the unpaid amount, and/or suspend further services.

CTSI Restocking Terms:

I understand that there will be a 25% restocking fee applied to any product that I have approved on this proposal if I decided after CTSI has received that I no longer want the product.



**IT SOLUTIONS BUILT
TO PROTECT YOU**

Corporate

Hockley County

Signature: Zac Fitzgerald
Name: Zac Fitzgerald
Title: Technology Consultant
Date: 09/21/2022

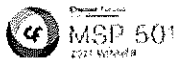
Signature: Sharla Baldrige
Name: Sharla Baldrige
Initials: sb
Date: 9/21/2022 5:07:14 PM
IP Address: 216.75.249.226
Email Address: sbaldrige@hockleycounty.org
PO Number: _____

Our Awards, Partners & Associations

OUR PARTNERS



OUR AWARDS



Our Awards, Partners & Associations

ASSOCIATIONS



**ASSOCIATE MEMBER OF
THE INDEPENDENT
BANKERS ASSOCIATION
OF TEXAS/IBAT.**

*Associate membership in the Independent Bankers Association of Texas is open to companies that provide products or services supportive of community banking. Associate Members supply references to IBAT and are not subject to extensive due diligence.



**CORPORATE MEMBER
OF THE TEXAS ORGANIZATION OF RURAL &
COMMUNITY HOSPITALS/TORCH**

**BUSINESS ALLIANCE PROGRAM
MEMBER OF TEXAS ELECTRIC COOPERATIVES**

Motion by Commissioner Carter, second by Commissioner Graf, 3 votes yes, 0 votes No, that Commissioners Court approved the Hockley County Treasurers 2022 2nd Quarterly Financial Report. As per Treasurers 2nd Qtr. 2022 Financial Report recorded below.

TREASURER'S 2nd Qtr. 2022 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. **Difference of \$97.75. This is due to a very old A/R transaction in the Juvenile Probation Fund.

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)} \$32,721,760.38 Quarter's 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. \$99,661.23 Quarter's 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, Kelli Martin, 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 the 22nd day of Aug, 2022.

Kelli Martin
Kelli Martin, 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)}

Shirley Penner
Shirley Penner, Auditor, Hockley County / Date

Sharla Baldrige
Sharla Baldrige, County Judge

Alan Wisdom
Alan Wisdom, Comm. Pct. #1

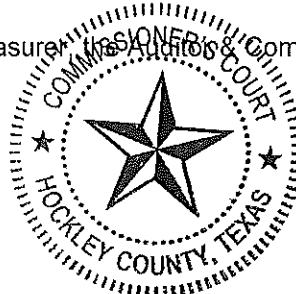
Larry Carter
Larry Carter, Comm. Pct. #2

Seth Graf
Seth Graf, Comm. Pct. #3

Absent
Tommy Clevenger, Comm. Pct. #4

Sworn to & Subscribed to Before Me, by the County Treasurer, the Auditor & Commissioners Court on this 12th day of September, 2021.

Jennifer Palermo by Janie Salazar
Jennifer Palermo, County Clerk



Treasurer's Financial Report
Prepared by Kelli Martin, Hockley County Treasurer

SECTION 1 – Cash Flow

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

Pages 6 - 8 Bank Interest

Page 9 Certificate of Deposit

Page 10 Bank Collateral – Letter of Credit

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

**** Auditor's Balance and Treasurer Ledger has a difference of \$97.75. This is due to a very old accounts receivable transaction reflecting in the Juvenile Probation Fund.**

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2022 010 GENERAL FUND				
CASH/AIM	4,716,219.68	2,456,585.81	3,289,614.66-	3,883,190.83
AUDIT CASH ON HAND	.00	.00	.00	.00
TDOA/CD/ASB	.00	.00	.00	.00
FUND TOTALS	<u>4,716,219.68</u>	<u>2,456,585.81</u>	<u>3,289,614.66-</u>	<u>3,883,190.83</u>
2022 011 AD VALOREM TAX ACCOUNT				
CASH/FIRST BANK & TRUST	486,379.35	5,424,219.57	1,376,279.00-	4,534,319.92
CASH/TO AD VAL EXCESS	13,668,321.74	371,944.36	3,376,279.00-	10,663,987.10
CASH/BE SAVINGS	.00	.00	.00	.00
TDOA - CD/FIRST BAND & TRUST	4,020,054.82	20,045.24	4,040,100.06-	.00
TDOA - CD/ PLAT	.00	.00	.00	.00
FUND TOTALS	<u>18,174,755.91</u>	<u>5,816,209.17</u>	<u>8,792,658.06-</u>	<u>15,198,307.02</u>
2022 012 OFFICERS SALARY FUND				
CASH/AIM	851,693.41	2,145,066.83	1,482,389.91-	1,514,370.33
AUDIT CASH ON HAND	.00	.00	.00	.00
FUND TOTALS	<u>851,693.41</u>	<u>2,145,066.83</u>	<u>1,482,389.91-</u>	<u>1,514,370.33</u>
2022 013 AUTO REGISTRATION FUND				
CASH/AIM	<u>356,223.81</u>	<u>48,754.81</u>	<u>.00</u>	<u>404,978.62</u>
FUND TOTALS	<u>356,223.81</u>	<u>48,754.81</u>	<u>.00</u>	<u>404,978.62</u>
2022 014 INDIGENT HEALTH CARE FUND				
CASH/AIM	<u>203,486.05</u>	<u>644.38</u>	<u>113,531.62-</u>	<u>90,598.81</u>
FUND TOTALS	<u>203,486.05</u>	<u>644.38</u>	<u>113,531.62-</u>	<u>90,598.81</u>
2022 016 HOCKLEY COUNTY: LEOSE FUND				
CASH/AIM	<u>29,178.07</u>	<u>75.97</u>	<u>644.90-</u>	<u>28,609.14</u>
FUND TOTALS	<u>29,178.07</u>	<u>75.97</u>	<u>644.90-</u>	<u>28,609.14</u>
2022 017 JURY FUND				
CASH/AIM	44,738.09-	508,106.81	126,012.41-	337,356.31
AUDIT CASH ON HAND	.00	.00	.00	.00
FUND TOTALS	<u>44,738.09-</u>	<u>508,106.81</u>	<u>126,012.41-</u>	<u>337,356.31</u>
2022 021 ROAD & BRIDGE #1				
CASH/AIM	33,726.10-	342,512.99	125,155.57-	183,631.32
CASH/LAT1 AIM	<u>93,029.97</u>	.00	.00	<u>93,029.97</u>
FUND TOTALS	<u>59,303.87</u>	<u>342,512.99</u>	<u>125,155.57-</u>	<u>276,661.29</u>
2022 022 ROAD & BRIDGE #2				
CASH/AIM	209,320.20	234,057.30	171,806.00-	271,571.50
CASH/LATRD2/AIM	<u>146,797.73</u>	.00	.00	<u>146,797.73</u>
FUND TOTALS	<u>356,117.93</u>	<u>234,057.30</u>	<u>171,806.00-</u>	<u>418,369.23</u>
2022 023 ROAD & BRIDGE #3				
CASH/ASB	888,370.88	14,671.82	281,288.68-	621,754.02
CASH/LATRD3	<u>107,584.65</u>	.00	.00	<u>107,584.65</u>
FUND TOTALS	<u>995,955.53</u>	<u>14,671.82</u>	<u>281,288.68-</u>	<u>729,338.67</u>
2022 024 ROAD & BRIDGE #4				
CASH/ASB	20,450.09-	368,059.52	285,042.31-	62,567.12
CASH/LATRD4	<u>92,131.25</u>	.00	.00	<u>92,131.25</u>
FUND TOTALS	<u>71,681.16</u>	<u>368,059.52</u>	<u>285,042.31-</u>	<u>154,698.37</u>
2022 025 ROAD & BRIDGE #5				
CASH/AIM	1,941.44	69,270.41	28,906.70-	42,305.15

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
AUDIT CASH ON HAND	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>
FUND TOTALS	<u>1,941.44</u>	<u>69,270.41</u>	<u>28,906.70-</u>	<u>42,305.15</u>
2022 030 LAW LIBRARY FUND				
CASH/AIM	<u>4,684.68</u>	<u>2,706.67</u>	<u>3,019.62-</u>	<u>4,371.73</u>
FUND TOTALS	<u>4,684.68</u>	<u>2,706.67</u>	<u>3,019.62-</u>	<u>4,371.73</u>
2022 035 LIBRARY FUND				
CASH/AIM	<u>42,965.96</u>	<u>1,464.61</u>	<u>44,504.74-</u>	<u>74.17-</u>
FUND TOTALS	<u>42,965.96</u>	<u>1,464.61</u>	<u>44,504.74-</u>	<u>74.17-</u>
2022 039 DISTRICT CLERK PRESERVATION				
CASH/AIM	<u>20,451.77</u>	<u>1,511.65</u>	<u>.00</u>	<u>21,963.42</u>
FUND TOTALS	<u>20,451.77</u>	<u>1,511.65</u>	<u>.00</u>	<u>21,963.42</u>
2022 040 COUNTY CLERK PRESERVATION FUND				
CASH/AIM	<u>109,203.75</u>	<u>27,304.37</u>	<u>.00</u>	<u>136,508.12</u>
TDOA - CD BALANCE - ASB	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>
FUND TOTALS	<u>109,203.75</u>	<u>27,304.37</u>	<u>.00</u>	<u>136,508.12</u>
2022 041 RECORDS MANAGEMENT OFFICER				
CASH/AIM	<u>26,793.91</u>	<u>454.04</u>	<u>575.45-</u>	<u>26,672.50</u>
FUND TOTALS	<u>26,793.91</u>	<u>454.04</u>	<u>575.45-</u>	<u>26,672.50</u>
2022 042 R&B EXTRA FEE ACCOUNT				
CASH/ASB	<u>68,809.12</u>	<u>51,190.00</u>	<u>.00</u>	<u>119,999.12</u>
FUND TOTALS	<u>68,809.12</u>	<u>51,190.00</u>	<u>.00</u>	<u>119,999.12</u>
2022 043 COURTHOUSE SECURITY FUND				
CASH/AIM	<u>70,738.85</u>	<u>3,446.76</u>	<u>.00</u>	<u>74,185.61</u>
FUND TOTALS	<u>70,738.85</u>	<u>3,446.76</u>	<u>.00</u>	<u>74,185.61</u>
2022 044 JUSTICE COURT TECHNOLOGY FUND				
CASH	<u>23,889.10</u>	<u>1,059.14</u>	<u>2,033.77-</u>	<u>22,914.47</u>
FUND TOTALS	<u>23,889.10</u>	<u>1,059.14</u>	<u>2,033.77-</u>	<u>22,914.47</u>
2022 045 SHERIFF CASH BOND ACCOUNT				
CASH	<u>102,728.42</u>	<u>6,500.00</u>	<u>4,050.00-</u>	<u>105,178.42</u>
FUND TOTALS	<u>102,728.42</u>	<u>6,500.00</u>	<u>4,050.00-</u>	<u>105,178.42</u>
2022 046 COUNTY CLERK CASH BOND ACCT				
CASH	<u>59,972.02</u>	<u>.00</u>	<u>.00</u>	<u>59,972.02</u>
FUND TOTALS	<u>59,972.02</u>	<u>.00</u>	<u>.00</u>	<u>59,972.02</u>
2022 047 JP5 CASH BOND ACCOUNT				
CASH	<u>6,484.71</u>	<u>.00</u>	<u>.00</u>	<u>6,484.71</u>
FUND TOTALS	<u>6,484.71</u>	<u>.00</u>	<u>.00</u>	<u>6,484.71</u>
2022 048 COUNTY CLERK				
CASH	<u>31,311.93</u>	<u>77,983.93</u>	<u>85,994.56-</u>	<u>23,301.30</u>
FUND TOTALS	<u>31,311.93</u>	<u>77,983.93</u>	<u>85,994.56-</u>	<u>23,301.30</u>
2022 051 JUSTICE OF PEACE #1				
CASH	<u>13,022.80</u>	<u>26,123.10</u>	<u>33,411.40-</u>	<u>5,734.50</u>
FUND TOTALS	<u>13,022.80</u>	<u>26,123.10</u>	<u>33,411.40-</u>	<u>5,734.50</u>
2022 052 JUSTICE OF PEACE #2				
CASH	<u>1,681.36</u>	<u>4,389.30</u>	<u>3,988.20-</u>	<u>2,082.46</u>

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
FUND TOTALS	1,681.36	4,389.30	3,988.20-	2,082.46
2022 054 JUSTICE OF PEACE #4				
CASH	2,204.62	9,784.67	9,468.57-	2,520.72
FUND TOTALS	2,204.62	9,784.67	9,468.57-	2,520.72
2022 055 JUSTICE OF PEACE #5				
CASH	17,850.21	48,330.24	54,455.11-	11,725.34
FUND TOTALS	17,850.21	48,330.24	54,455.11-	11,725.34
2022 056 SHERIFF FEE ACCOUNT				
CASH	1.52	.00	.00	1.52
FUND TOTALS	1.52	.00	.00	1.52
2022 057 SO DONATIONS FUND				
CASH/ASB	5,477.31	14.34	.00	5,491.65
FUND TOTALS	5,477.31	14.34	.00	5,491.65
2022 060 I&S FUND: '88 HOSPITAL BOND				
CASH/ASB	2,022.19	.00	.00	2,022.19
TODA - CD BALANCE	38,272.55	25.39	.00	38,297.94
FUND TOTALS	40,294.74	25.39	.00	40,320.13
2022 065 MPEC INTEREST & SINKING FUND				
CASH	.00	.00	.00	.00
BUSINESS ELITE SAVINGS ACCT	76,280.01	416.90	.00	76,696.91
TDOA - INVESTMENT BALANCE	.00	.00	.00	.00
FUND TOTALS	76,280.01	416.90	.00	76,696.91
2022 070 PERMANENT IMPROVEMENT FUND				
CASH/ASB	2,593,049.38	6,779.46	29,396.42-	2,570,432.42
FUND TOTALS	2,593,049.38	6,779.46	29,396.42-	2,570,432.42
2022 071 HOCKLEY CO ROAD BOND FUND				
CASH/AIM	23,104.16	60.61	.00	23,164.77
TDOA/ASB	.00	.00	.00	.00
FUND TOTALS	23,104.16	60.61	.00	23,164.77
2022 072 MALLET OPERATING FUND				
CASH/AIM	728,095.70	97,164.77	243,464.20-	581,796.27
FUND TOTALS	728,095.70	97,164.77	243,464.20-	581,796.27
2022 076 CORONAVIRUS SLFRF				
CASH	2,108,267.87	2,241,173.10	73,691.08-	4,275,749.89
FUND TOTALS	2,108,267.87	2,241,173.10	73,691.08-	4,275,749.89
2022 077 CTIF GRANT				
CASH	54,046.63	79,031.49	63,782.66-	69,295.46
FUND TOTALS	54,046.63	79,031.49	63,782.66-	69,295.46
2022 078 HAVA GRANTS				
CASH	17,927.31	47.02	.00	17,974.33
FUND TOTALS	17,927.31	47.02	.00	17,974.33
2022 079 DA FEDERAL FORFEITED FUNDS				
CASH	3,816.64	9.46	.00	3,826.10
FUND TOTALS	3,816.64	9.46	.00	3,826.10

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2022 080 FM & LR FUND CASH/AIM FUND TOTALS	<u>4,892.01</u> 4,892.01	<u>12.80</u> 12.80	<u>.00</u> .00	<u>4,904.81</u> 4,904.81
2022 081 DA TRUST ACCOUNT CASH/AIM FUND TOTALS	<u>8,855.54</u> 8,855.54	<u>300.00</u> 300.00	<u>400.00-</u> 400.00-	<u>8,755.54</u> 8,755.54
2022 082 DA FORFEITURE FUND CASH FUND TOTALS	<u>83,276.31</u> 83,276.31	<u>213.57</u> 213.57	<u>7,431.35-</u> 7,431.35-	<u>76,058.53</u> 76,058.53
2022 083 CA THEFT OF SERVICE CASH FUND TOTALS	<u>6,271.21</u> 6,271.21	<u>114.90</u> 114.90	<u>546.38-</u> 546.38-	<u>5,839.73</u> 5,839.73
2022 084 SHERIFF WORK RELEASE PROGRAM CASH FUND TOTALS	<u>2,030.30</u> 2,030.30	<u>5.30</u> 5.30	<u>.00</u> .00	<u>2,035.60</u> 2,035.60
2022 085 HOCKLEY CO GRANTS FUND CASH FUND TOTALS	<u>247,571.48</u> 247,571.48	<u>647.18</u> 647.18	<u>2,271.58-</u> 2,271.58-	<u>245,947.08</u> 245,947.08
2022 086 CORONAVIRUS RELIEF FUND GRANT CASH FUND TOTALS	<u>363,530.89</u> 363,530.89	<u>953.97</u> 953.97	<u>.00</u> .00	<u>364,484.86</u> 364,484.86
2022 087 HC JUVENILE PROBATION FEES CASH/AIM FUND TOTALS	<u>16,323.43</u> 16,323.43	<u>57.83</u> 57.83	<u>.00</u> .00	<u>16,381.26</u> 16,381.26
2022 088 PAYROLL CLEARING ACCOUNT CASH/ASB FUND TOTALS	<u>4,166.47</u> 4,166.47	<u>1,102,415.77</u> 1,102,415.77	<u>944,596.07-</u> 944,596.07-	<u>161,986.17</u> 161,986.17
2022 089 SEIZURE PROCEEDS FUND CASH/ASB FUND TOTALS	<u>36,510.07</u> 36,510.07	<u>95.77</u> 95.77	<u>.00</u> .00	<u>36,605.84</u> 36,605.84
2022 090 JUVENILE PROBATION FUND CASH/AIM ACCOUNTS RECEIVABLE FUND TOTALS	<u>83,628.40</u> 97.75- 83,530.65	<u>55,443.94</u> .00 55,443.94	<u>54,810.79-</u> .00 54,810.79-	<u>84,261.55</u> 97.75- 84,163.80
2022 091 JUVENILE PROBATION RESTITUTION CASH FUND TOTALS	<u>73,676.59</u> 73,676.59	<u>193.31</u> 193.31	<u>.00</u> .00	<u>73,869.90</u> 73,869.90
2022 092 HOCKLEY COUNTY COMMUNITY SUPER CASH/ASB FUND TOTALS	<u>76,543.63</u> 76,543.63	<u>105,971.15</u> 105,971.15	<u>94,976.66-</u> 94,976.66-	<u>87,538.12</u> 87,538.12
2022 093 HOCKLEY COUNTY MEDICAL FUND CASH/ASB FUND TOTALS	<u>863.45</u> 863.45	<u>72.40</u> 72.40	<u>.00</u> .00	<u>935.85</u> 935.85

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2022 094 COUNTY ATTORNEY RESTITUTION CASH/ASB	<u>34,577.84</u>	<u>527.32</u>	<u>691.32-</u>	<u>34,413.84</u>
FUND TOTALS	34,577.84	527.32	691.32-	34,413.84
2022 095 D A RESTITUTION FUND CASH/ASB	<u>1,857.87</u>	<u>4.85</u>	<u>.00</u>	<u>1,862.72</u>
FUND TOTALS	1,857.87	4.85	.00	1,862.72
2022 096 CA/DA PRE-TRIAL DIVERSION FUND CASH	<u>130,332.40</u>	<u>4,871.33</u>	<u>.00</u>	<u>135,203.73</u>
FUND TOTALS	130,332.40	4,871.33	.00	135,203.73
2022 097 CSCD PRE-TRIAL BOND FEES FUND CASH	<u>5,409.75</u>	<u>7,289.67</u>	<u>.00</u>	<u>12,699.42</u>
FUND TOTALS	5,409.75	7,289.67	.00	12,699.42
2022 098 CLEARING FUND CASH	<u>1,000.09</u>	<u>4,451,290.77</u>	<u>4,451,290.77-</u>	<u>1,000.09</u>
FUND TOTALS	1,000.09	4,451,290.77	4,451,290.77-	1,000.09
GRAND TOTALS	<u>33,206,193.23</u>	<u>20,421,468.67</u>	<u>20,905,901.52-</u>	<u>32,721,760.38</u>

BANK INTEREST

MASTER First Bank & Trust (901630)		MONTH OF Apr	RECEIPT # <u>90786 & 90845</u>	Int %
ACCT #	BANK	ACCT NAME	INT AMT	BK ACCT #
MAIN Accounts (combined)				
010 360 100	AIM	GENERAL	\$2,832.67	653500
012 360 100	AIM	OFF SAL	\$328.61	*
013 360 100	AIM	AUTO	\$236.69	*
014 360 100	AIM	IHC	\$114.34	*
016 360 100	AIM	LEOSE	\$17.47	*
017 360 100	AIM	JURY	\$247.68	*
021 360 000	AIM	R&B 1	\$203.79	*
022 360 000	AIM	R&B 2	\$302.74	*
023 360 000	AIM	R&B 3	\$563.53	*
024 360 000	AIM	R&B 4	\$149.57	*
025 360 000	AIM	R&B 5	\$33.95	*
030 360 100	AIM	LAW LIB	\$2.50	*
035 360 100	AIM	LIBRARY	\$18.79	*
039 360 100	AIM	DC PRESERV	\$12.56	*
040 360 100	AIM	CC PRESERV	\$71.02	*
041 360 100	AIM	RMO	\$16.03	*
042 360 000	AIM	R&B EXTRA	\$47.43	*
043 360 100	AIM	CHS	\$43.05	*
044 360 100	AIM	JCTF (Tech Fund)	\$14.19	*
045 360 100	AIM	SO BOND		*
046 360 100	AIM	CC BOND		*
047 360 100	AIM	JP5CBA (JP Cash Bond)		*
048 360 100	AIM	CO CLK		*
050 360 100	AIM	JBI (Title IV-E Grant)		*
051 360 100	AIM	JP1		*
052 360 100	AIM	JP2		*
054 360 100	AIM	JP4		*
055 360 100	AIM	JP5		*
056 360 100	AIM	SO FEES		*
057 360 100	AIM	SO Training Donations	\$3.27	*
070 360 000	AIM	PERM IMP	\$1,553.38	*
071 360 100	AIM	RD BOND	\$13.83	*
076 360 100	AIM	Coronavirus SLFRF	\$1,241.69	*
077 360 100	AIM	CTIF GRANT	\$21.05	*
078 360 100	AIM	HAVA GRANTS	\$10.73	*
080 360 100	AIM	FM&LR	\$2.92	*
081 360 100	AIM	DAT (DA Trust)		*
082 360 100	AIM	DA FORFEIT	\$49.88	*
083 360 100	AIM	TOS (CA Theft of Service)	\$3.25	*
084 360 000	AIM	WORK REL	\$1.21	*
085 360 100	AIM	HC GRANTS	\$148.17	*
086 360 100	AIM	Coronavirus Relief Grant	\$217.77	*
087 360 100	AIM	HCJPF (JP Fees)	\$9.77	*
089 360 100	AIM	DA PROCEED	\$21.86	*
091 360 100	AIM	JUVY REST	\$44.12	*
093 360 000	AIM	MEDICAL	\$0.55	*
094 360 100	AIM	CA REST	\$20.66	*
095 360 100	AIM	DA REST	\$1.10	*
096 360 100	AIM	CA/DA Pre Trial Div	\$79.30	*
097 360 100	AIM	CSCD Pre Trial Bond Fees	\$4.56	
065 360 100 cl 065-103-103	AIM	Mallet I&S	\$45.88	660736
072-360-100	AIM	MALLET Operating	\$412.84	661066
079-360-100	AIM	H C Fed Forfeiture Fund	\$2.29	663913
088 360 100	AIM	PAYROLL	\$18.91	653527
090 360 100	AIM	JUV PROB	\$43.36	653764
092 360 000	AIM	CSCD-COMM CORR&SUP	\$45.68	653535
098 360 100	AIM	CLEARING		*1007
011 360 110 cl 011-103-101	AIM	AD VALOREM	\$292.35	653748
011 360 110 cl 011-103-102	AIM	AD VAL/EX	\$9,175.99	656496
CDs				*MATURES*
060 362 200 cl 060 104 101	AIM	I&S HOS BD CD	\$8.55	833037
011-360-121 cl 011-104-101 NEW	AIM	AD VALOREM cd	20045.24	4269
TOTALS			38,996.77	

90845

BANK INTEREST

MASTER First Bank & Trust (901630)		MONTH OF_May_	RECEIPT # <u>911218</u> <u>91127</u>	Int %
ACCT #	BANK	ACCT NAME	INT AMT	BK ACCT #
MAIN Accounts (combined)				
010 360 100	AIM	GENERAL	\$3,871.11	653500
012 360 100	AIM	OFF SAL	\$284.20	*
013 360 100	AIM	AUTO	\$336.24	*
014 360 100	AIM	IHC	\$153.04	*
016 360 100	AIM	LEOSE	\$24.28	*
017 360 100	AIM	JURY	\$325.21	*
021 360 000	AIM	R&B 1	\$282.35	*
022 360 000	AIM	R&B 2	\$405.41	*
023 360 000	AIM	R&B 3	\$742.61	*
024 360 000	AIM	R&B 4	\$188.91	*
025 360 000	AIM	R&B 5	\$47.78	*
030 360 100	AIM	LAW LIB	\$3.54	*
035 360 100	AIM	LIBRARY	\$20.07	*
039 360 100	AIM	DC PRESERV	\$17.67	*
040 360 100	AIM	CC PRESERV	\$102.27	*
041 360 100	AIM	RMO	\$22.22	*
042 360 000	AIM	R&B EXTRA	\$70.98	*
043 360 100	AIM	CHS	\$60.25	*
044 360 100	AIM	JCTF (Tech Fund)	\$19.44	*
045 360 100	AIM	SO BOND		*
046 360 100	AIM	CC BOND		*
047 360 100	AIM	JP5CBA (JP Cash Bond)		*
048 360 100	AIM	CO CLK		*
050 360 100	AIM	JBI (Title IV-E Grant)		*
051 360 100	AIM	JP1		*
052 360 100	AIM	JP2		*
054 360 100	AIM	JP4		*
055 360 100	AIM	JP5		*
056 360 100	AIM	SO FEES		*
057 360 100	AIM	SO Training Donations	\$4.55	*
070 360 000	AIM	PERM IMP	\$2,158.66	*
071 360 100	AIM	RD BOND	\$19.23	*
076 360 100	AIM	Coronavirus SLFRF	\$1,715.31	*
077 360 100	AIM	CTIF GRANT	\$43.26	*
078 360 100	AIM	HAVA GRANTS	\$14.92	*
080 360 100	AIM	FM&LR	\$4.06	*
081 360 100	AIM	DAT (DA Trust)		*
082 360 100	AIM	DA FORFEIT	\$69.19	*
083 360 100	AIM	TOS (CA Theft of Service)	\$4.75	*
084 360 000	AIM	WORK REL	\$1.68	*
085 360 100	AIM	HC GRANTS	\$205.85	*
086 360 100	AIM	Coronavirus Relief Grant	\$302.62	*
087 360 100	AIM	HCJPF (JP Fees)	\$13.58	*
089 360 100	AIM	DA PROCEED	\$30.38	*
091 360 100	AIM	JUVY REST	\$61.33	*
093 360 000	AIM	MEDICAL	\$0.76	*
094 360 100	AIM	CA REST	\$28.71	*
095 360 100	AIM	DA REST	\$1.54	*
096 360 100	AIM	CA/DA Pre Trial Div	\$110.66	*
097 360 100	AIM	CSCD Pre Trial Bond Fees	\$7.59	*
065 360 100 cl 065-103-103	AIM	Mallet I&S	\$63.96	660736
072-360-100	AIM	MALLET Operating	\$538.52	661066
079-360-100	AIM	H C Fed Forfeiture Fund	\$3.20	663943
088 360 100	AIM	PAYROLL	\$24.98	653527
090 360 100	AIM	JUV PROB	56.84	653764
092 360 000	AIM	CSCD-COMM CORR&SUP	47.95	653535
098 360 100	AIM	CLEARING		*1007
011 360 110 cl 011-103-101	AIM	AD VALOREM	\$2,842.33	653748
011 360 110 cl 011-103-102	AIM	AD VAL/EX	\$11,410.54	656496
CDs				*MATURES*
060 362 200 cl 060 104 101	AIM	I&S HOS BD CD	\$8.29	833037
011-360-121 cl 011-104-101 NEW	AIM	AD VALOREM cd		**3289
TOTALS			\$26,668.03	

+104.49
= 26,772.52

BANK INTEREST

MASTER First Bank & Trust (901630)		MONTH OF Jun	RECEIPT # <u>91459</u> Int %	
ACCT #	BANK	ACCT NAME	INT AMT	BK ACCT #
MAIN Accounts (combined):				
010 360 100	AIM	GENERAL	\$5,063.71	653500
012 360 100	AIM	OFF SAL	\$354.38	*
013 360 100	AIM	AUTO	\$481.76	*
014 360 100	AIM	IHC	\$173.00	*
016 360 100	AIM	LEOSE	\$34.22	*
017 360 100	AIM	JURY	\$429.83	*
021 360 000	AIM	R&B 1	\$350.06	*
022 360 000	AIM	R&B 2	\$519.19	*
023 360 000	AIM	R&B 3	\$937.84	*
024 360 000	AIM	R&B 4	\$205.19	*
025 360 000	AIM	R&B 5	\$57.52	*
030 360 100	AIM	LAW LIB	\$5.63	*
035 360 100	AIM	LIBRARY	\$8.64	*
039 360 100	AIM	DC PRESERV	\$26.12	*
040 360 100	AIM	CC PRESERV	\$159.71	*
041 360 100	AIM	RMO	\$31.80	*
042 360 000	AIM	R&B EXTRA	\$125.14	*
043 360 100	AIM	CHS	\$87.99	*
044 360 100	AIM	JCTF (Tech Fund)	\$27.36	*
045 360 100	AIM	SO BOND		*
046 360 100	AIM	CC BOND		*
047 360 100	AIM	JP5CBA (JP Cash Bond)		*
048 360 100	AIM	CO CLK		*
050 360 100	AIM	JB1 (Title IV-E Grant)		*
051 360 100	AIM	JP1		*
052 360 100	AIM	JP2		*
054 360 100	AIM	JP4		*
055 360 100	AIM	JP5		*
056 360 100	AIM	SO FEES		*
057 360 100	AIM	SO Training Donations	\$6.52	*
070 360 000	AIM	PERM IMP	\$3,067.42	*
071 360 100	AIM	RD BOND	\$27.55	*
076 360 100	AIM	Coronavirus SLFRF	\$2,436.60	*
077 360 100	AIM	CTIF GRANT	\$72.21	*
078 360 100	AIM	HAVA GRANTS	\$21.37	*
080 360 100	AIM	FM&LR	\$5.82	*
081 360 100	AIM	DAT (DA Trust)		*
082 360 100	AIM	DA FORFEIT	\$94.50	*
083 360 100	AIM	TOS (CA Theft of Service)	\$6.90	*
084 360 000	AIM	WORK REL	\$2.41	*
085 360 100	AIM	HC GRANTS	\$293.16	*
086 360 100	AIM	Coronavirus Relief Grant	\$433.58	*
087 360 100	AIM	HCJPF (JP Fees)	\$19.48	*
089 360 100	AIM	DA PROCEED	\$43.53	*
091 360 100	AIM	JUVY REST	\$87.86	*
093 360 000	AIM	MEDICAL	\$1.09	*
094 360 100	AIM	CA REST	\$41.08	*
095 360 100	AIM	DA REST	\$2.21	*
096 360 100	AIM	CA/DA Pre Trial Div	\$160.43	*
097 360 100	AIM	CSCD Pre Trial Bond Fees	\$14.50	*
065 360 100 cl 065-103-103	AIM	Mallet I&S	\$79.57	660736
072-360-100	AIM	MALLET Operating	\$633.69	661066
079-360-100	AIM	H C Fed Forfeiture Fund	\$3.97	663913
088 360 100	AIM	PAYROLL	\$41.89	663527
090 360 100	AIM	JUV PROB	\$67.04	653764
092 360 000	AIM	CSCD-COMM CORR&SUP	\$48.93	653535
098 360 100	AIM	CLEARING		1007
011 360 110 cl 011-103-101	AIM	AD VALOREM	\$4,705.83	653748
011 360 110 cl 011-103-102	AIM	AD VAL/EX	\$12,585.16	656496
			CDs	*MATURES*
060 362 200 cl 060 104 101	AIM	I&S HOS BD CD	\$8.55	833037
011-360-121 cl 011-104-101 NEW	AIM	AD VALOREM cd		3289
TOTALS			\$34,091.94	

Treasurer's Financial Report
Prepared by Kelli Martin, Hockley County Treasurer

CDs

2nd Qtr	Purchase Date	Account	Bank	Beginning Amount	Maturity Date	APR	Interest Paid	Month's Interest Earned	Current Balance
Apr	2011-11-28	060-I&S Hosp. Bd.	Aim	\$36,481.21	11/28/22	.25%	Monthly	\$8.55	\$40,294.74
May	2011-11-28	060-I&S Hosp. Bd.	Aim	\$36,481.21	11/28/22	.25%	Monthly	8.29	\$40,311.58
June	2011-11-28	060-I&S Hosp. Bd.	Aim	\$36,481.21	11/28/22	.25%	Monthly	\$8.55	\$40,320.13
Apr	2021-04-14	Hockley County	Aim	4,000,000.00	4/14/2022	1.00%	6mo.	20,045.24	\$0.00

Quarter Investment Totals \$20,070.63

 **COPY**

FHLBANK
DALLAS

AMENDMENT #3 TO IRREVOCABLE STANDBY LETTER OF CREDIT NO.10008637

As of May 25, 2022

Re: Irrevocable Standby Letter of Credit number 10008637 (the "LOC"), dated effective as of July 21, 2021, issued by Federal Home Loan Bank of Dallas ("FHLBank Dallas") in favor of HOCKLEY COUNTY (the "Beneficiary") for the account of First Bank & Trust Company (the "Member") in the amount of \$40,000,000.00.

Ladies and Gentlemen:

Member has requested that FHLBank Dallas amend the LOC as follows:

The Expiration Date shall be amended to August 24, 2022.

Except as expressly set forth herein, FHLBank Dallas, Beneficiary and Member each agree (a) this Amendment shall not be deemed to be an amendment or waiver of the terms and provisions of the LOC and (b) the terms and provisions of the LOC are ratified and confirmed and shall continue in full force and effect. This Amendment is to be considered part of the LOC and must be attached thereto.

THIS AMENDMENT EMBODIES THE FINAL, ENTIRE AGREEMENT AMONG THE SIGNATORIES HERETO AND SUPERSEDES ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS WHETHER WRITTEN OR ORAL, RELATING TO THIS AMENDMENT, AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. This Amendment shall be governed by and construed in accordance with the International Standby Practices ("ISP98") International Chamber of Commerce, Publication No. 590 and any revisions thereof, and as to matters not governed by the ISP98, shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to choice of law principles included therein, the Uniform Commercial Code as adopted by the State of Texas and applicable laws of the United States of America. This Amendment may be executed in one or more counterparts, all of which together shall constitute one and the same agreement.

The person signing this letter certifies that he or she holds the respective positions indicated below and is authorized to execute and deliver this document in the name of and on behalf of the party as indicated below. The Amendment shall be effective as of the date first written above.

Federal Home Loan Bank of Dallas

By: 

Name: Todd Nickerson

Title: Assistant Vice President

Presentation to the Court by Purple Wave Auctions.

Motion by Commissioner Graf, second by Commissioner Wisdom, 3 votes yes, 0 votes No, that Commissioners Court approved the Participating Entity Services Agreement for the Statewide Automated Victim Notification Service (SAVNS). As per Participating Entity Services Agreement for the Statewide Automated victim notification service (SAVN) recorded below.

**PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE
STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)**

Contract No. 20222344900-401- 01

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

WHEREAS OAG solicited offers to perform the development, implementation and execution of a Statewide Automated Victim Notification System (SAVNS) on behalf of the various Participating Entities and accepted the offer of Appriss Inc. ("Original Entity") in response to the Request for Offer (RFO) for SAVNS, **RFO #302-19-SAVNS, dated March 11, 2019;**

WHEREAS on or about October 1, 2021, Original Entity's subsidiary, Appriss Insights, LLC ("Vendor"), was acquired by TALX Corporation and OAG Contract #2002525 was assigned to Vendor by Original Entity to continue to provide the SAVNS following the acquisition;

WHEREAS OAG has certified and contracted with the newly formed Vendor as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement") a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, THIS CONTRACT is entered into by and between Hockley County, Texas ("Named Entity") as a Participating Entity and VENDOR. Named Entity and VENDOR may be referred to in this Contract ("Contract") individually as "Party" or collectively as "Parties." The Parties, in consideration of their respective promises, agreements, and covenants contained and recited herein, hereby agree to the mutual obligations and performances described in this Contract as follows:

SECTION 1: CONTRACT TERM. This Contract shall commence on September 1, 2022 or on the date the final signature is affixed hereto, whichever is later ("Effective Date") and shall terminate on August 31, 2023 ("Initial Term"). This Contract may be renewed for one (1) additional one (1) year renewal term ("Renewal Term"), only to the extent the OAG Certification Agreement, attached hereto as Exhibit A, remains in effect, and in the sole and absolute discretion of Named Entity. If renewed, any Renewal Term shall begin on September 1 and end on August 31, always coinciding with the State's fiscal year. Each such Renewal Term shall be subject to all specifications and terms and conditions of this Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 below.

The Initial Term collectively with all Renewal Terms and all total extensions of services hereunder shall constitute the "Term" of the Agreement.

SECTION 2: CONTRACT DOCUMENTS.

Vendor and Named Entity agree to be bound by the provisions contained in the following documents ("Incorporated Documents"), which describe the required performances in more detail and are incorporated by reference herein in their entirety in the following order of precedence:

1. Special Provisions and Negotiated Terms ("Special Provisions") attached hereto and incorporated by reference;
2. This Contract;
3. OAG Certification Agreement including all attachments, and Addenda not attached hereto but known to and in the possession of both Parties and incorporated herein by reference;
4. Updated versions of the following forms as attached hereto and herein incorporated by reference:
(a) Form A: Execution of Offer and Vendor Assurances; (b) Form F HUB Subcontracting Plan;

- (c) Form G: Vendor Information Form; (d) Form H: Cloud Security Questionnaire; and Form I: Business Continuity/Disaster Recovery Questionnaire;
5. OAG Standard Terms and Conditions as attached to the RFO, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference;
 6. The RFO #302-19-SAVNS, dated March 11, 2019 including all posted documents, attachments, and Addenda ("RFO"), not attached hereto but known to and in the possession of both Parties and incorporated herein by reference; and
 7. Vendor written response in submission to the RFO, as accepted, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference ("Vendor Response"); however, the Vendor Response as incorporated herein shall be considered to exclude Table 8 of the Response (p. 31) and the Proposed Exceptions to Exhibit A, Exhibit B, and Exhibit C of the Response (pp. 35-125).

If there is, and to the extent of, any conflict between the Incorporated Documents, such conflict will be resolved according to the order of precedence as set forth above. Capitalized terms used herein and not otherwise defined shall have the same meaning as in the applicable Incorporated Document.

SECTION 3: SERVICES TO BE PERFORMED BY VENDOR.

3.1 **Project.** Vendor agrees to configure, operate, maintain, support and provide Named Entity access to the SAVNS system as set forth in the RFO and the Vendor Response, (collectively the "Scope of Work" or "SOW") which shall meet all of the requirements set forth in Section 4 of the RFO and Section 2 of the OAG Certification Agreement, all in accordance with the requirements of the Incorporated Documents referenced in Section 2 ("Project").

3.2 **Scope of Services.** This Project includes but is not limited to the following services (collectively the "Participating Entity Services"):

(a) **VINE® (Victim Information and Notification Everyday).** VINE makes it easy for victims and concerned citizens to obtain timely information about criminal cases and the custody status of offenders held in local jails or state prisons. There are two versions of VINE that are currently supported by the Vendor: "Classic VINE" and "Enhanced VINE." Original Entity and now Vendor have been in the process of migrating states from the Classic VINE platform to the entirely new Enhanced VINE platform since 2016. Enhanced VINE offers a new experience, going beyond notifications, and facilitating a greater degree of information sharing between public servants, victims, and service providers. It offers a suite of new and augmented features, incorporating self-service functionality, and providing the end-user with the ability to select preferred pathways of communication. The new platform brings transformative benefits to victims and victim service providers alike. Vendor's long-term plan is to migrate all states to the Enhanced VINE technology platform to better serve the growing needs of victims of crime, victim advocates, law enforcement and criminal justice professionals.

(b) **VINE® Courts.** VINE Courts is a fully automated service that keeps crime victims and criminal justice professionals informed regarding the progress of their court cases. Users can access court information around the clock by calling a toll-free telephone number or logging on to www.vinelink.com. They can also register to be notified by phone, e-mail, text message, or TTY about upcoming court and hearing dates related to criminal justice proceedings, cancellations, continuances, disposition changes, and other events.

(c) "VINE Software" means VINE® and VINE® Courts (as detailed above and within the Vendor Response), including all designs, documents, inventions, software, copyrightable material, patentable and unpatentable subject matter, and all modifications, improvements, upgrades and derivative works made thereto.

(d) Vendor shall provide Named Entity access to VINE® and VINE® Courts pursuant to the requirements of the Incorporated Documents and at the rate included in the Pricing Index, incorporated herein as Exhibit B, for the term of this Contract. Vendor shall ensure Named Entity has access to the Classic VINE Platform upon commencement of this Contract but shall migrate Named Entity to the Enhanced VINE platform

within the Term of this Contract pursuant to the schedule agreed by Vendor and OAG under the terms of the OAG Certification Agreement.

3.3 Ownership of Vendor Intellectual Property; Licenses. Vendor retains all ownership rights in the VINE Software and all documents, designs, inventions, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Vendor (the "Intellectual Property") in connection with the Services. Vendor hereby grants the OAG during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable license to use the VINE Software in connection with the provision by Vendor of the VINE Services for the OAG's internal purposes only. Nothing herein shall grant the OAG a license to the source code of the VINE Software. Notwithstanding the foregoing, all documents, reports, plans, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Vendor and required to be delivered to OAG by the Incorporated Documents shall be subject to Article V of the OAG Standard Terms and Conditions.

SECTION 4: SCHEDULE

4.1 Time is of the Essence. Time is of the essence in rendering of Participating Entity Services required by this Contract.

4.2 Performance Schedule. The Project shall be performed by Vendor according to a schedule to be mutually agreed by the Parties ("Schedule") which shall set forth the required delivery dates of each report, plan, or other deliverable as required by the Incorporated Documents.

SECTION 5: COMPENSATION AND INVOICING

5.1 Payments for Services Rendered. The Parties stipulate and agree that OAG is the statutory party charged with administering and providing grant funds to Participating Entities on a reimbursement basis for the Participating Entity Services rendered by the Vendor. Accordingly, OAG shall not be directly responsible for any payment to Vendor for Participating Entity Services provided to Named Entity hereunder. All payments for such Participating Entity Services shall be made by Named Entity in accordance with the agreed pricing index ("Agreed Pricing Index") incorporated herein as Exhibit B and pursuant to the terms of this Contract.

5.2 Recurring Fees. The Parties stipulate and agree that the Named Entity's total amount of compensation to be paid to Vendor in consideration of full, satisfactory performance of all Vendor's duties, services and obligations as set forth in this Contract, shall be billed on a recurring quarterly basis, in accordance with the Agreed Pricing Index, and not to exceed \$1,645.28 per calendar quarter. ("Quarterly Fee").

5.3 Invoicing. The Participating Entity Services for the Project shall be performed for the Quarterly Fee, which will be billed and invoiced in accordance with the Agreed Pricing Index and pursuant to the terms of this Contract and the RFO. Invoices will contain all pertinent information such as this Contract number, the dates of Services rendered, and any outages or performances issues as identified in Section 7 of this Contract.

5.4 Invoice Submission. Prior to authorizing payment to Vendor, Named Entity shall evaluate Vendor's performance using the performance standards set forth in the SOW. Vendor shall provide invoices for Participating Entity Services no later than the 15th day following the end of the prior billing quarter in which the Participating Entity Services are rendered. No payment whatsoever shall be made under this Contract without the prior submission of detailed, correct invoices. By submission of the invoices, Vendor is warranting the following: (1) its invoices have been carefully reviewed to ensure that all invoiced services have been performed or delivered; (2) that the Participating Entity Services have been performed in compliance with all terms of the Contract and Incorporated Documents; and (3) all relevant performance and deliverables associated with such invoice have been successfully completed, accepted and all supporting documentation is attached. Upon the request of Named Entity, Vendor agrees to submit any additional documentation or explanation Named Entity may reasonably require. Subject to the foregoing, Named Entity must make all payments in accordance with the Texas Prompt Payment Act.

5.5 Appropriated Funds. Payments under this Contract are subject to the availability of appropriated funds. Whereas OAG provides grant dollars to the Named Entity as a reimbursement of the Quarterly Fees due hereunder, Vendor acknowledges and agrees that payments for Participating Entity Services provided under this Contract are contingent upon OAG's receipt of funds appropriated by the Texas Legislature.

SECTION 6: ADDITIONAL SERVICES

6.1 Additional Services. Named Entity may require the Vendor to perform additional services from among the optional services that are set forth in the SOW which are not included in the Participating Entity Services required under this Contract ("Additional Services"). Vendor shall offer any such Additional Services at the same rate as proposed in Vendor's Pricing Submission as attached and incorporated into the Vendor's Response.

6.2 Additional Services to be Mutually Agreed. No work or services shall commence, or products provided, unless and until the applicable fees, and all other impacts on the Project and Schedule as specified by Vendor are mutually agreed upon, in writing, by Named Entity and Vendor. No Additional Services or any applicable fees associated therewith shall be deemed to modify this Contract or obligations between Named Entity and Vendor except to the extent the Additional Services are mutually agreed upon, in advance in writing, and by both Named Entity and Vendor.

6.3 Liability for Additional Services. Vendor acknowledges and agrees that any Additional Services provided under this Contract are the sole responsibility of Named Entity. Any grant dollars issued by the OAG to Named Entity shall be utilized solely as a reimbursement for the Quarterly Fees incurred for Vendor's provision of the Participating Entity Services. OAG grant funds may not be used or obligated for any Additional Services provided hereunder.

SECTION 7: PERFORMANCE REPORTING AND REMEDIES

7.1 Performance Reports.

7.1.1 Project(s) Reporting. Pursuant to Section 4.2 of this Contract, Named Entity and Vendor shall agree on a Schedule to perform the Project which shall set forth the dates of each report, plan, or other deliverable as required by the Incorporated Documents. Notwithstanding the foregoing, Vendor shall provide Named Entity and/or the OAG with monthly written progress reports ("Progress Reports") of the Project's performance, which shall, at minimum, identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved. Additional performance related measurables shall be agreed upon between Named Entity and Vendor. For the avoidance of doubt, Vendor shall only provide Progress Reports related to implementation of the Project or unique projects for Named Entity. Progress Reports shall not be required for any portion of the Project already implemented as of the Effective Date.

7.1.2 Service Reporting. Upon Named Entity's written request, the Vendor, shall provide a report that includes the following national platform data for the prior month: SAVNS system down time, including the SAVNS core system, interface services, and notification interfaces.

7.2 Performance Remedies. In the event the Participating Entity Services provided by Vendor hereunder do not maintain a reliable 99.9% uptime-performance each calendar month for the SAVNS core system, Named Entity interface services, and notification interfaces, the Named Entity may withhold any Quarterly Fee due to the Vendor funds under Section 5 of this Contract based on a pro-rata amount equal to the duration of the outage for any prior billing quarter. The amount of withholding shall be calculated on a proportional amount for all Participating Entity Services provided to Named Entity in the billing quarter in which the monthly 99.9% uptime-performance requirement was not met. Accordingly, any outage in any portion of the SAVNS core system, Named Entity interface services, and notification interfaces for registered parties, shall be counted against the 99.9% uptime performance requirement.

Notwithstanding the foregoing, the Vendor shall not be responsible due to any delay caused by, and shall not have its uptime-performance impacted by: schedule amendments requested by the OAG (including any requests of Named Entity and any third party vendors of the OAG or the Named Entity); delays as the result of activity that is the responsibility of the OAG; delays that are otherwise agreed upon by the parties; any other delay not specifically addressed herein but that is otherwise caused by the acts or omissions of the OAG, Named Entity or any third party vendors of the OAG and Named Entity; and any delays caused by a Force Majeure Event as defined in the Section 15.10 of the OAG Standard Terms and Conditions.

SECTION 8: WARRANTIES

8.1 Vendor Warranties. In addition to any warranty obligations in the Incorporated Documents, Vendor hereby represents and warrants:

- (a) that Vendor shall perform the Project with the professional skill and care ordinarily provided by comparable professionals in the same industry;
- (b) that each of the Vendor employees and agents assigned to perform Vendor's obligations under this Contract and Incorporated Documents, shall have the skill and training to perform the Project in accordance with the foregoing standard of care, and that all work shall be produced in a professional and workmanlike manner;
- (c) that the SAVNS system shall materially conform to the requirements as set forth in this Contract, and in the SOW and Incorporated Documents;
- (d) that all deliverables provided hereunder shall materially conform to the requirements as set forth in this Contract, and in the SOW and Incorporated Documents;
- (e) that all Project performance and deliverables provided under the Contract are, and will be, free of all liens, claims and other restrictions, and that Named Entity's use and possession of such deliverables will not violate the terms or conditions of any license, confidentiality agreement, non-competition agreement, employment agreement or any other agreement to which Vendor, its agents, officers, employees or subcontractors may be subject;
- (f) that Vendor has the right to develop and assign all ownership rights in the deliverables to OAG as contemplated under this Contract, free from infringement claims, free from violations of unfair competition law, and free from violations of any other contract or law; and
- (g) that Vendor will implement reasonable and appropriate measures to prevent unauthorized disclosure or exposure of Named Entity Protected Data during Vendor's performance of the Participating Entity Services due under this Contract and the Incorporated Documents.

These representations and warranties are essential and material to Named Entity's willingness to enter into this Contract.

8.2 Warranty of Law. Vendor warrants and represents that to the best of its knowledge: (i) Vendor has full authority to enter into this Contract and to consummate the transactions contemplated hereby and (ii) this Contract is not prohibited by any other agreement to which Vendor is a party or by which it may be bound (the "Legal Warranty"). In the event of a breach of the Legal Warranty, Vendor shall indemnify and hold harmless Named Entity from and against any and all losses, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Named Entity, directly arising out of or resulting from said breach.

SECTION 9: DATA PROTECTION AND INFORMATION SECURITY

9.1 Definitions. Capitalized terms used herein shall have the meanings set forth in this Section 9.

(a) "Authorized Employees" shall mean Vendor's employees who have a need to know or otherwise access Named Entity Protected Data to enable Vendor to perform its obligations under this Contract or any of the Incorporated Documents.

(b) "Authorized Persons" shall mean (i) Authorized Employees; and (ii) Vendor's contractors or agents, as each is specified on Exhibit C to this Contract who have a need to know or otherwise access Named Entity Protected Data to enable Vendor to perform its obligations under this Contract or any of the Incorporated Documents, and who are bound in writing by confidentiality obligations sufficient to protect Named Entity Protected Data in accordance with the terms and conditions of this Contract.

(c) "Named Entity Protected Data" shall mean all documents, reports, data, records, forms, and other materials obtained by Vendor from the Named Entity or is otherwise received by Vendor from any person or entity registered to receive notifications from the SAVNS system, as a result of providing the Participating Entity Services as required under this Contract or any of the Incorporated Documents which includes personally identifiable information, federal tax information, personal health information, criminal justice information, or any information that is classified as confidential or sensitive by federal or state law, by agency policy, or is defined as "Personal Identifying Information" under Texas Business and Commerce Code §521.002(a)(1) or "Sensitive Personal Information" as defined by Texas Business and Commerce Code §521.002(a)(2) or any other data or information which (i) has been marked as confidential by any party; (ii) whose confidential nature has been made known to the Vendor by the Named Entity or any individual registered to receive notifications under the SAVNS system; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential.

(d) "Personal Identifiable Information" shall have the meaning set forth in Texas Business and Commerce Code §521.002(a)(1).

(e) "Named Entity's Data" shall mean all documents, reports, data, records, forms, and other materials obtained by Vendor from Named Entity or is otherwise received by Vendor as a result of providing the Participating Entity Services as required under this Contract or any of the Incorporated Documents, without regard to whether such data includes the type of information included in the definition of Named Entity Protected Data.

(f) "Security Breach" means (i) any act or omission that materially compromises either the security, confidentiality or integrity of Named Entity Protected Data, or the physical, technical, administrative or organizational safeguards put in place by Vendor or any Authorized Persons that relate to the protection of the security, confidentiality or integrity of Named Entity Protected Data, (ii) receipt of a complaint in relation to the privacy practices of Vendor or any Authorized Persons or a breach or alleged breach of this Contract relating to such privacy practices.

(g) "Sensitive Personal Information" shall have the meaning set forth in Texas Business and Commerce Code §521.002(a)(2).

9.2 Standard of Care. (a) Vendor acknowledges and agrees that, during the course of its engagement by Named Entity, Vendor may receive or have access to Named Entity Protected Data. Vendor shall comply with the terms and conditions set forth in this Contract, the RFO, and OAG Information Security Standards (Attachment 4 to the RFO) in its collection, receipt, transmission, storage, disposal, use and disclosure of both Named Entity Protected Data and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Named Entity Protected Data under its control or in its possession by all Authorized Employees and/or Authorized Persons. Vendor shall be responsible for and remain liable to Named Entity for the actions and omissions of all Authorized Persons that are not Authorized Employees

concerning the treatment of Named Entity Protected Data as if they were Vendor's own actions and omissions.

- (b) In recognition of the foregoing, Vendor agrees and covenants that it shall:
 - (i) keep and maintain all Named Entity Protected Data in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure;
 - (ii) use and disclose Named Entity Protected Data solely and exclusively for the purposes for which the Named Entity Protected Data, or access to it, is provided pursuant to the terms and conditions of this Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Named Entity Protected Data for Vendor's own purposes or for the benefit of anyone other than the OAG or Named Entity in each case, without Named Entity's prior written consent or as permitted in subsection (c) below; and
 - (iii) not, directly or indirectly, disclose Named Entity Protected Data to any person or entity other than its Authorized Employees and/or Authorized Persons ("Unauthorized Third Party") without the prior express written consent from Named Entity, unless and to the extent required by applicable law or court order in which case, Vendor shall (1) use best efforts to notify OAG before such disclosure or as soon thereafter as reasonably possible; (2) be responsible for and remain liable to OAG for the actions and omissions of any Unauthorized Third Party concerning the treatment of such Named Entity Protected Data as if they were Vendor's own actions and omissions; and (3) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of this Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO) relating to the treatment of Named Entity Protected Data.
- (c) Notwithstanding anything in the foregoing subsection (b), Vendor is authorized by Named Entity to utilize Named Entity Protected Data only to the extent such Named Entity Protected Data is related to a Defendant or to a Defendant Status Change (hereinafter "SAVNS Defendant Data") for the limited purpose of providing or improving Vendor's own existing products and services identified in the Appriss Data Overview to Law Enforcement Agencies and Government Agencies. For the purposes of this paragraph, "utilize" includes, but is not limited to, receiving, maintaining, disseminating, retaining, or otherwise providing access to any information obtained or extrapolated from SAVNS Defendant data obtained under the SAVNS program. "Government Agency" means an organization created by or pursuant to the Constitution of the United States or the constitution of a state of the United States and operated for public purposes. The term "Government Agency" shall not include any quasi-governmental entity or government-sponsored enterprise or corporation. "Law Enforcement Agency" means a Government Agency or an organizational unit within a Government Agency with authority to enforce state or federal criminal laws, which includes, but is not limited to, prevention, detection, and investigation of crime, and the apprehension and incarceration of alleged offenders;
- (d) Nothing in this Section 9.2 shall be construed to limit Vendor's use of non-confidential data made available to the public or otherwise in the public domain.

9.3 Information Security. (a) Vendor represents and warrants that its collection, access, use, storage, disposal and disclosure of Named Entity Protected Data does and will comply with all applicable federal, state, and local privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to Texas Business and Commerce Code Chapter 521, Texas Administrative Code Chapter 202 and the Health Insurance Portability and Accountability of 1996 (HIPAA) and all amendments thereto.

- (b) Without limiting Vendor's obligations under Section 9.3(a) above, Vendor shall implement

administrative, physical and technical safeguards to protect Named Entity Protected Data. Vendor shall, upon request, submit to Named Entity security framework implemented in Vendor's organization, such as International Organization for Standardization's standards: ISO/IEC 27001:2013, Code of Practice for International Security Management, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards or other applicable industry standards for information security, and shall ensure that all such safeguards, including the manner in which Named Entity Protected Data is collected, accessed, used, stored, processed, disposed of and disclosed are in compliance with and in addition to the OAG Information Security Standards (Attachment 4 to the RFO).

(c) In addition to and inclusive of the requirements set forth in OAG Information Security Standards (Attachment 4 to the RFO), at a minimum, Vendor's safeguards for the protection of Named Entity Protected Data shall include: (i) limiting access of Named Entity Protected Data to Authorized Employees/Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Sensitive Personal Information stored on any mobile media; (vii) encrypting Sensitive Personal Information transmitted over public or wireless networks; (viii) strictly segregating Named Entity Protected Data, and information from its other customers so that Named Entity Protected Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with any applicable state or federal law; and (x) providing appropriate privacy and information security training to Vendor's employees, contractors, or agents.

(d) During the term of each Authorized Employee's employment by Vendor, Vendor shall at all times cause such Authorized Employees to abide strictly by Vendor's obligations under this Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO). Upon Named Entity's written request, Vendor shall promptly identify for Named Entity in writing all Authorized Employees as of the date of such request.

9.4 Security Breach Procedures.

(a) Vendor shall:

- (i) provide Named Entity with the name and contact information for an employee of Vendor who shall serve as Named Entity's primary security contact and shall be available to assist Named Entity twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;
- (ii) notify Named Entity of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Vendor becomes aware of it; and
- (iii) notify Named Entity of any Security Breaches by telephone at the following number: 806-894-6850 and by e-mailing Named Entity with a read receipt at sbaldridge@hockleycountynv.org and with a copy by e-mail to Vendor's primary business contact within Named Entity.

(b) Immediately following Vendor's notification to Named Entity of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Vendor agrees to reasonably cooperate with Named Entity in Named Entity's handling of the matter, including, without limitation:

- (i) assisting with any investigation;
- (ii) providing Named Entity with physical access to the facilities and operations affected;
- (iii) facilitating interviews with Vendor's employees and others involved in the matter; and
- (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, this Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO) or

as otherwise reasonably required by Named Entity.

(c) Vendor shall use best efforts to immediately remedy any Security Breach and prevent any further Security Breach at Vendor's expense in accordance with applicable privacy rights, laws, regulations and standards. Vendor shall reimburse Named Entity for actual costs incurred by Named Entity in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation pursuant to Section 9.4(d).

(d) Vendor agrees that it shall not inform any third party of any Security Breach without first obtaining Named Entity's prior written consent, except to the extent required under Texas Business and Commerce Code Chapter 521 or any other applicable law, or as is otherwise required by the OAG under the OAG Certification Contract. Notwithstanding the foregoing, Vendor shall provide prior written notice to Named Entity of its intent to inform any third-party other than the OAG of any Security Breach and identify the applicable law the Vendor believes requires such disclosure.

(e) In the event of any Security Breach, Vendor shall promptly use its best efforts to prevent a recurrence of any such Security Breach.

9.5 Oversight of Security Compliance. Upon Named Entity's written request, to confirm compliance with this Contract, the RFO, the OAG Information Security Standards (Attachment 4 to the RFO) as well as any applicable laws and industry standards, Vendor shall promptly and accurately complete a written information security questionnaire provided by Named Entity or a third party on the Named Entity's behalf regarding Vendor's business practices and information technology environment in relation to all Named Entity Protected Data being handled and/or services being provided by Vendor to Named Entity or any of the Participating Entities pursuant to this Contract or the Incorporated Documents. Vendor shall fully cooperate with such inquiries. Named Entity shall treat the information provided by Vendor in the security questionnaire as Vendor's confidential, proprietary information under Section 10.1 below.

9.6 Return or Destruction of Named Entity Protected Data. At any time during the term of this Contract at the Named Entity's written request or upon the termination or expiration of this Contract for any reason, Vendor shall, and shall instruct all Authorized Persons to, promptly return to the Named Entity all copies, whether in written, electronic or other form or media, of Named Entity in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to the Named Entity that such Named Entity Protected Data has been returned to Named Entity or disposed of securely. Vendor shall comply with all reasonable directions provided by Named Entity with respect to the return or disposal of Named Entity Protected Data.

9.7 Equitable Relief. Vendor acknowledges that any material breach of its covenants or obligations set forth in this Section 9 may cause Named Entity irreparable harm for which monetary damages may not be adequate compensation and agrees that, in the event of such breach or threatened breach, Named Entity may be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Named Entity may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Contract to the contrary.

9.8 Material Breach. Vendor's failure to comply with any of the provisions of this Section 9 is a material breach of this Contract. In such event, Named Entity may terminate the Contract for cause, effective immediately upon written notice to the Vendor without further liability or obligation to Named Entity. This immediate termination for cause shall be in addition to any rights to termination contemplated under Section 11.2(a) below and shall not be subject to any written notice or cure period required therein.

9.9 Indemnification. In addition to any of the other indemnification or hold harmless obligations of Vendor

provided for within this Contract, the RFO or the OAG's Standard Terms and Conditions, Vendor shall also defend, indemnify and hold harmless the State of Texas and OAG, the Named Entity and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees (collectively the "Named Entity Indemnitees") from and against all losses, damages, deficiencies, actions, judgments, interest, awards, penalties, fines, reasonable costs or expenses, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim against any Named Entity Indemnitee arising out of or resulting from Vendor's failure to comply with any of its obligations under this Section 9.

9.10 Ownership and Use of Named Entity's Data. Notwithstanding anything in this Contract to the contrary, nothing contained herein shall be construed to grant the Vendor any ownership rights in any Named Entity's data provided to Vendor in connection with this Contract, the SOW, or any of the Incorporated Documents. With the exception of information in the public domain, Vendor shall not sell, provide, or otherwise commercialize Named Entity's Data without the prior written consent of Named Entity. Vendor shall only use the Named Entity's Data in connection with the Participating Entity Services required hereunder and otherwise consistent with this Contract and the Incorporated Documents.

Notwithstanding the foregoing, Vendor is authorized by Named Entity to utilize Named Entity Data only to the extent such Named Entity Data is related to a Defendant or to a Defendant Status Change (hereinafter "SAVNS Defendant Data") for the limited purpose of providing or improving Vendor's own existing products and services identified in the Appriss Data Overview to Law Enforcement Agencies and Government Agencies as attached to the Special Provisions. For the purposes of this paragraph, "utilize" includes, but is not limited to, receiving, maintaining, disseminating, retaining, or otherwise providing access to any information obtained or extrapolated from SAVNS Defendant data obtained under the SAVNS program. "Government Agency" means an organization created by or pursuant to the Constitution of the United States or the constitution of a state of the United States and operated for public purposes. The term "Government Agency" shall not include any quasi-governmental entity or government-sponsored enterprise or corporation. "Law Enforcement Agency" means a Government Agency or an organizational unit within a Government Agency with authority to enforce state or federal criminal laws, which includes, but is not limited to, prevention, detection, and investigation of crime, and the apprehension and incarceration of alleged offenders.

SECTION 10: CONFIDENTIALITY

10.1 Named Entity's Responsibilities. Named Entity hereby agrees that (i) specific identified methodologies, materials, plans, or other proprietary information related to the development and implementation of the SAVNS system as provided by Vendor under this Contract shall be treated as confidential in nature and shall be subject to the various ownership provision of the Incorporated Documents; (ii) Named Entity shall implement reasonable and appropriate measures designed to secure the confidentiality of such confidential information, and (iii) except as permitted by the SOW and Section 10.2 of this Contract, none of such materials shall be in any way disclosed by Named Entity to any third party, in whole or in part, without the prior written consent of Vendor. If Named Entity becomes aware of the unauthorized possession of such materials, it shall promptly notify Vendor. Notwithstanding anything in this Contract to the contrary, any report, plan, or other deliverable required to be provided to Named Entity pursuant to the Incorporated Documents shall not be considered to be confidential in nature and Named Entity is under no obligation to maintain the confidentiality thereof.

10.2 Named Entity Compliance and Vendor Cooperation with Texas Public Information Act Requests. Notwithstanding any provisions of this Contract to the contrary, Vendor understands that Named Entity will comply with the Texas Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Named Entity agrees to notify Vendor in writing within a reasonable time, of a request for information related to Vendor's work under this Contract. Vendor will cooperate with Named Entity in the production of documents responsive to the request. Named Entity will make a determination whether to submit a request for a ruling to withhold documents to the Attorney General. Vendor will notify Named Entity General Counsel within twenty-four (24) hours of receipt of any

third-party requests for information that was provided by the State of Texas for use in performing this Contract and all data and other information generated or otherwise. Vendor is required to make any information created or exchanged with Named Entity, the State of Texas, or any of its agencies pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

10.3 Vendor's Responsibilities. Vendor hereby agrees that (i) any information related to the official business of Named Entity that Vendor obtains from Named Entity in the course of the performance of this Contract is the confidential and proprietary information of Named Entity, (ii) Vendor shall implement reasonable and appropriate measures designed to secure the confidentiality of such information, and (iii) such information shall not be in any way disclosed by Vendor to any third party, in whole or in part, without the prior written consent of Named Entity, which may be granted or withheld in its sole discretion. If Vendor becomes aware of the unauthorized possession of such information, it shall promptly notify Named Entity. Vendor shall also assist Named Entity with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Named Entity to protect its proprietary rights.

10.4 Exclusions. Each party shall be a receiving party ("Receiving Party") relative to the other party's confidential information. The provisions of this Section 10 ("Confidentiality") shall not apply to any information (i) that is in the public domain prior to the disclosure or that becomes part of the public domain, or otherwise becomes publicly known, by publication or otherwise, other than by way of a breach of this Contract by the Receiving Party, (ii) that was known to, or in the lawful possession of the Receiving Party without obligation, as the case may be, prior to the disclosure in connection with the Contract, (iii) that was disclosed to the Receiving Party by a third party who was in lawful possession of the information and who had the right to make such disclosure at the time of the disclosure, (iv) that was independently developed by the Receiving Party outside the scope of this Contract, or (v) that Receiving Party, is required to disclose by law or legal process, in which case Receiving Party shall notify the owning party so that action may be taken to protect the affected confidential information. Notwithstanding any other provision herein to the contrary, all provisions in this Section 10 are subject to the Public Information Act, as further described in the Contract. Further, nothing in this Section 10.4 shall be deemed to alter, limit, or otherwise modify any of Vendor's obligations related to the use and protection of Named Entity Protected Data pursuant to Section 9 of this Contract, the RFO, and OAG Information Security Standards (Attachment 4 to the RFO).

SECTION 11: TERMINATION

11.1 Termination by Vendor. Vendor may terminate this Contract if Named Entity commits any material breach under this Contract and fails to remedy such breach within (30) days after written notice of such breach is delivered by Vendor to Named Entity.

11.2 Termination by Named Entity.

(a) *For Cause.* Named Entity shall have the right to terminate this Contract (reserving cumulatively all other rights and remedies under this Contract, the RFO, and the Incorporated Documents, in law and/or in equity) without further obligation or liability to Vendor if Vendor or any subcontractor to Vendor commits any material breach of this Contract and fails to remedy such breach within thirty (30) days after written notice by Named Entity to Vendor of such breach. Named Entity shall have the right to terminate this Contract effective immediately and without prior notice if Vendor goes into liquidation or files for bankruptcy.

(b) *Non-appropriations.* Named Entity may terminate this Contract if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of the OAG; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor will be provided ten (10) calendar days written notice of intent to terminate. In the event of such termination, the Named Entity will not be considered to be in default or breach under this Contract, nor shall Named Entity be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

(c) *For convenience.* Notwithstanding the foregoing or anything in this Contract or the

Incorporated Documents to the contrary, Named Entity reserves the right to terminate the Contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice to the Vendor, subject to the advance written approval of such termination by the OAG or in the event OAG determines that such termination is in its best interest or the best interest of the State of Texas or the Named Entity. In the event of such a notice of termination, Vendor shall, unless otherwise mutually agreed upon in writing, cease all work immediately. Named Entity shall be liable for payments limited only to the portion of work Named Entity authorized in writing and which the Vendor has completed, delivered to Named Entity per the Contract requirements, and which has been accepted by Named Entity as of the date of termination. Named Entity shall have no other liability or obligation to Vendor, including, without limitation, no liability for any costs of any kind associated with the termination.

11.3 Effect of Termination. Termination of this Contract shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Upon termination, each party shall return the confidential property of the other party obtained under this Contract or the Incorporated Documents, as applicable, however excluding all Work Product as that is defined in OAG Standard Terms and Conditions, Article I, Definitions, produced pursuant to this Contract which shall remain the property of Named Entity. In addition, the confidentiality obligations of the parties in Section 10 ("Confidentiality") shall survive the termination of this Contract.

SECTION 12: LIMITATIONS ON LIABILITY AND INDEMNITIES

12.1 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS OR REVENUES IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

12.2 Indemnification. In addition to the indemnification and hold harmless obligations of Vendor in this Contract included in Section 8.2 and Section 9.9 above, Vendor shall:

(a) DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, LOSSES, DEMANDS, OR SUITS, AND ALL REASONABLE COSTS, ATTORNEY FEES, AND EXPENSES DIRECTLY ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS, NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, SUPPLIERS, OR SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE TO ANY SUCH ACTION, CLAIM, DEMAND, OR SUIT SHALL BE COORDINATED BY VENDOR WITH NAMED ENTITY AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE ADVANCE, WRITTEN CONCURRENCE FROM NAMED ENTITY. THE VENDOR AND NAMED ENTITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

(b) DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADEMARKS, SERVICE MARKS, TRADE SECRETS AND ANY OTHER INTELLECTUAL PROPERTY OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH ANY DELIVERABLE PROVIDED HEREUNDER, THE WORK OR PERFORMANCE OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT, OR NAMED ENTITY'S USE OF ANY DELIVERABLE OR WORK PRODUCT PROVIDED BY VENDOR. VENDOR AND NAMED ENTITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY, AND/OR REIMBURSE NAMED ENTITY FOR, ALL JUDGMENTS, CLAIMS, DAMAGES, LOSSES, AND COSTS OF DEFENSE INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, COURT COSTS AND SIMILAR EXPENSES. THE DEFENSE TO ANY SUCH ACTION, CLAIM,

assignment for these purposes.

13.5 Dispute Resolution. [Intentionally left blank].

13.6 Governing Law. The validity, construction and performance of this Contract and the legal relations among the parties to this Contract shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to its conflict of law principles. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Hockley County, Texas.

13.7 Independent Contractor. Vendor, in performance of this Contract, is acting as an independent contractor. Vendor personnel (including personnel supplied by subcontractors) hereunder are not Named Entity's personnel or agents, and Vendor assumes full responsibility for their acts. Vendor shall be solely responsible for the payment of compensation of Vendor employees and contractors assigned to perform services hereunder, and such employees and contractors shall be informed that they are not entitled to the provision of any Named Entity employee benefits. Named Entity shall not be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Vendor employee, and such responsibility shall solely be that of Vendor.

13.8 Severability. In the event any one or more of the provisions of the Contract shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

13.9 Entire Agreement; Inconsistent Terms. This Contract, all exhibits, appendices, and schedules attached hereto and/or otherwise incorporated by reference herein, and the Incorporated Documents are the complete and exclusive statement of the agreement between the Named Entity and the Vendor, and supersede any and all other agreements, oral or written, between the parties. This Contract may not be modified except by written instrument signed by the Named Entity and by an authorized representative of the Vendor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate the Vendor.

14.10 Counterparts. This Contract and other Incorporated Documents which are required to be duly executed, may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

Signature page follows

Participating Entities: County Jail x District Court x County Court

Appriss Insights LLC BY:

Lalla O'Bryan
Signature

9/8/22
Date

Lalla O'Bryan
Name

Vice President, Victim Services
Title

Named Entity BY:

Sharla Baldrige
Signature

9-12-2022
Date

Sharla Baldrige
Name

Hockley County Judge
Title

EXHIBITS TO THIS CONTRACT:

EXHIBIT A - Executed OAG Certification Agreement

EXHIBIT B - Agreed Pricing Index not attached hereto but known to and in the possession of both Parties and incorporated herein by reference

EXHIBIT C - Vendor's List of Authorized Persons, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference.

Motion by Commissioner Graf, second by Commissioner Carter, 3 votes yes, 0 votes no, that Commissioners Court approved the FY 2023 Statewide Automated Victim Notification Service (SAVNS) Grant Contract.

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. C-00306

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

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety, and support the rights of victims of crime. To ensure a standard statewide service to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities"), including GRANTEE, the OAG makes grant funds available for eligible expenses related to SAVNS services delivered to GRANTEE by the vendor certified by the OAG.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 11, 2019. After an evaluation of offers, the OAG identified, certified, and entered into a contract with a single vendor to provide statewide automated victim notification services ("SAVNS Services"). The initial term of the OAG Vendor Certification and Service Agreement ("OAG Certification Agreement") is/was from September 1, 2019 to August 31, 2020 ("Initial Term"). On June 25, 2020, OAG exercised its right to renew the OAG Certification Agreement with the renewal term to begin on September 1, 2020 and end on August 31, 2022 ("First Renewal Term"). On August 25, 2022, OAG exercised its right to renew the OAG Certification Agreement with the renewal term to begin on September 1, 2022 and end on August 31, 2023 ("Second Renewal Term"). The vendor certified to provide the services is Appriss Insights, LLC., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

SECTION 2. TERM OF THE CONTRACT

This Grant Contract shall begin on September 1, 2022 and shall terminate August 31, 2023, unless it is terminated earlier in accordance with another provision of this Grant Contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. **Grantee Participating Entity Service Contract.** GRANTEE shall execute a service

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

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

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

- f. Participating Entity Service Agreement by reference;
Section 9.4(b)(iv) Security Breach Procedures: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- g. Section 9.5 Oversight of Security Compliance: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- h. Section 10.4 Exclusions: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- i. Section 12.1 Limitation of Liability: The Certified Vendor may request a limitation of liability to be included. It is incumbent on the GRANTEE to determine if the proposed limitation is sufficient, permissible under applicable state and local law, and whether or not to include and incorporate such limitation into the Participating Entity Service Agreement;
- j. Section 12.2 Indemnification: GRANTEE may require, negotiate, and include additional or alternative indemnification provisions, to the extent such provisions are permissible under applicable state and local law, either in addition to or in lieu of those included within the Participating Entity Service Agreement; and
- k. Section 14.5 Dispute Resolution: GRANTEE may require specific dispute resolution provisions compliant with its local laws, regulations, and other policies applicable to the GRANTEE.

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

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate, and relevant to support the SAVNS Services; verify the Certified Vendor's performance according to the Participating Entity Service Contract; satisfactorily discharge GRANTEE's obligations as described in the Participating Entity Service Contract; and identify and dedicate GRANTEE staff, resources, and equipment necessary to maintain the SAVNS services in the Participating Entity Service Contract.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor, and verify the performances required of the Certified Vendor as provided in the Participating Entity Service Contract as well as this Grant Contract. GRANTEE will execute a Participating Entity Service Contract with the Certified Vendor for the term of this Grant Contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and on a timely basis.

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

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

3.5 E-Vine Upgrade and Cooperation for Implementation. As part of the Grant Contract award and certification by the OAG, the Certified Vendor will begin transitioning to a new system to deliver the SAVNS services known as "E-Vine" with an expected completion by early FY 2023. E-Vine will provide the GRANTEE enhanced functionality and services such as a Service Provider Directory, an Offender Watch List, a Contact List, a quick escape button and Interactive Voice Response Technology. The OAG will advise GRANTEE of any associated transition activities as needed and GRANTEE shall reasonably cooperate with the Certified Vendor in these transition activities.

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

3.7 Special Conditions. The OAG may, at its sole discretion, impose additional requirements not specifically provided for in this Grant Contract based on a need for information, ("Special Conditions") on GRANTEE, without notice and without amending this Grant Contract. The OAG, at its sole discretion, may supplement, amend, or adjust the Special Conditions of this Grant

Contract. The imposition of any Special Conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all Special Conditions are satisfied.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG all applicable reports and forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

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

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

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with actual authority to act on behalf of GRANTEE. To change the grant contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures to ensure the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include but is not limited to the following: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and other applicable requirements; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this Grant Contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

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

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

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

4.2 Programmatic Reports

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

4.2.2 Written Explanation of Variance. GRANTEE shall provide a written explanation to the OAG on a quarterly basis to the extent that the performance of the SAVNS system, the Certified Vendor, or the GRANTEE varies from the projected performance thereof as provided in the Maintenance Plan required by Section 3.2 hereunder. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

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

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

copying by the OAG or its designees.

4.2.4 "Problem Log." GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem, and when the problem was resolved. GRANTEE shall provide OAG with any and all Problem Logs at OAG's request.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this Grant Contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

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

a. GRANTEE shall submit a request for reimbursement to the OAG for the prior quarter by the fifth (5th) of the next month following the end of each quarter. The four quarters for each fiscal year covered by the term of this Grant Contract end respectively on November 30, February 28, May 31, and August 31.

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

c. If GRANTEE does not submit the required request for reimbursement and verification to the OAG within forty-five (45) days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the Grant Contract on financial hold or terminating the Grant Contract. If an OAG Grant Contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

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

- a. A fully executed Participating Entity Services Agreement with the Certified Vendor for the time period covered by this Grant Contract;
- b. An invoice from the Certified Vendor which includes the dates covered under this Grant Contract;
- c. A completed OAG form "Verification of Continuing Production Record" which shall be provided by the OAG upon request;
- d. An invoice to the OAG that complies with the requirements of the OAG; and
- e. A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.

4.3.4 Fiscal Year End Required Reports. GRANTEE shall submit fiscal year-end required reports that shall be received by the OAG on or before October 15 of each year covered by the term of this Grant Contract. The year-end reports shall include the following:

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
- b. **Equipment Inventory Report.** To the extent the purchase of equipment is authorized under this grant and GRANTEE purchases equipment is purchased with grant funds. GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

4.3.5 Annual Independent Financial Audit Report.

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

4.3.6 Close Out Invoice GRANTEE shall submit a final invoice not later than forty-five (45) days after the earlier of (1) the termination of this Grant Contract; or (2) the end of each state fiscal

year covered by the term of this Grant Contract.

4.3.7 Refunds and Deductions. If the OAG determines that an overpayment of grant funds under this Grant Contract has occurred, such as payments made inadvertently, pre-reimbursement payments that were not expended, or payments made but later determined not to be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG, in its sole discretion, may offset and deduct the amount of the overpayment from any amount owed as a reimbursement under this Grant Contract, or may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct any amount. GRANTEE and/or the Certified Vendor shall promptly refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this Grant Contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request; however, as between the OAG and GRANTEE title for equipment will remain with GRANTEE.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this Grant Contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to, the equipment purchased under this Grant Contract, it shall use the proceeds to repair or replace said equipment.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

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

SECTION 5. OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this Grant Contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the

attached Exhibit A. Any change to the maximum liability is void unless supported by a written amendment to this Grant Contract executed between OAG and GRANTEE.

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

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

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

5.5 Funding Limitation. GRANTEE agrees that funding for this Grant Contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this Grant Contract. **GRANTEE agrees that notwithstanding any other provision of this Grant Contract, if the OAG is not appropriated the funds, or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this Grant Contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this Grant Contract, without recourse, liability or penalty, upon providing written notice to the other Party thirty (30) calendar days before the effective date of such termination.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions, and provisions of this contract, or if the OAG receives financial reporting which indicates high financial risk, the OAG may, upon written notice of the breach to

GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Contract.

Termination of this Grant Contract for any reason or expiration of this Grant Contract shall not release the Parties from any liability or obligation set forth in this Grant Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this Grant Contract: Sections 4, 5, 7, 11, and 12.

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this Grant Contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this Grant Contract. Such funds include those funds representing the number of months of SAVNS services that were previously invoiced and paid by the OAG under this Grant Contract.

6.5 Notices to Certified Vendor. Any termination of this Grant Contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this Grant Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Grant Contract.

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

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

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

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this Grant Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this Grant Contract or indirectly through a subcontract under this Grant Contract. The acceptance of funds by GRANTEE or any other entity or person directly under this Grant Contract or indirectly through a subcontract under this Grant Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this Grant Contract. GRANTEE also represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities, and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this Grant Contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

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

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

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

9.1 Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this Grant Contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this Grant Contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information, indicators of financial risk, or reports of conflict of interest or potential/actual fraud, waste, and abuse, may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this Grant Contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, GRANTEE remains responsible for complying with the Grant Contract terms and conditions. Corrective action plans, financial hold, and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this Grant Contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

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

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

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

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

employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. Further, GRANTEE represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the Grant Contract or grant, GRANTEE shall promptly notify the OAG. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract.

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

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

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

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor. Under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with,

the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, or partner of, or part of any joint venture or joint enterprise with the OAG or the State of Texas.

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

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this Grant Contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers or any third parties. TO THE EXTENT PERMISSIBLE UNDER THE TEXAS CONSTITUTION AND LAWS PROMULGATED THEREUNDER, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS OAG AND THE STATE OF TEXAS, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. OAG AND GRANTEE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

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

11.3 Intellectual Property. GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property developed

or produced out of funds obtained under this Grant Contract, subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. GRANTEE hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

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

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this Grant Contract is considered program income. Unless otherwise required under the terms of this Grant Contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this Grant Contract term; program income not expended in this Grant Contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this Grant Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Grant Contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG. GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this Grant Contract without the prior written approval of the OAG. OAG shall maintain the complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any duty under this Grant Contract, and the OAG may withhold its approval for any reason or no reason. In the event OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Grant Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Contract and that the OAG shall not

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

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

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

11.10 Governing Law; Venue.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Government Code.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this Grant Contract. To the extent the terms and conditions of this Grant Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Contract.

12.2 Entire Agreement, including All Exhibits. This Grant Contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this Grant Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Grant Contract, including all exhibits.

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

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

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Grant Contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Grant Contract.

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

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

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

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

**OFFICE OF THE ATTORNEY
GENERAL**

Hockley County

Printed Name: _____
Office of the Attorney General

Printed Name: Sharla Baldrige
Authorized Official

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. C-00306

EXHIBIT A

Population Size: Small

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

Annual Cost for Jail	Annual Cost for Courts	MAXIMUM REIMBURSABLE COSTS
\$5,594.42	\$986.69	\$6,581.11

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

Certificate Of Completion

Envelope Id: 9C78095CB5064144AB2C7DD713AB48B7
Subject: Please DocuSign: FY 2023 SAVNS Grant Contract
Template ID:

Status: Sent

Template ID Usage Tracking:
Division Designed Templates:
Template ID Usage Tracking - List 2:
Division Designed Templates - List 2:

Source Envelope:
Document Pages: 24
Certificate Pages: 7
AutoNav: Enabled
Envelope Stamping: Disabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 0
Initials: 0

Envelope Originator:
Karly Watson
PO Box 12548
Austin, TX 78711-2548
Karly.Watson@oag.texas.gov
IP Address: 204.64.55.14

Record Tracking

Status: Original
8/26/2022 1:43:18 PM

Holder: Karly Watson
Karly.Watson@oag.texas.gov

Location: DocuSign

Signer Events

Signature

Timestamp

Sharla Baldrige
sbaldrige@hockleycounty.org
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 8/26/2022 1:47:34 PM
ID: 83647604-9cae-4496-be4e-70f88b40afa5

Sent: 8/26/2022 1:43:22 PM
Viewed: 8/26/2022 1:47:34 PM

Grants Administration Division Chief

Signing Group: Grants Administration Division Chief
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Crime Victim Services - Director

Signing Group: Crime Victim Services - Director
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

General Counsel - Contract Attorneys

Signing Group: General Counsel - Contract Attorneys

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
---------------	-----------	-----------

General Counsel, Contracts

Signing Group: General Counsel, Contracts
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Budget Analysts (Non-CS)

Signing Group: Budget Analysts (Non-CS)
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Deputy Attorney General for Criminal Justice

Signing Group: Deputy Attorney General for Criminal Justice

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

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

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

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

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
Envelope Summary Events		
Envelope Sent	Status	Timestamps
	Hashed/Encrypted	8/26/2022 1:43:22 PM
Payment Events		
	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

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

Electronic signature

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

Security standards

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

Sending information to and receiving information from us

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Office of the Attorney General

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

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

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

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

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

To request paper copies from Office of the Attorney General

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

To withdraw your consent with Office of the Attorney General

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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

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

Certificate Of Completion

Envelope Id: 9C78095CB5064144AB2C7DD713AB46B7
Subject: Please DocuSign: FY 2023 SAVNS Grant Contract
Template ID:

Status: Completed

Template ID Usage Tracking:
Division Designed Templates:
Template ID Usage Tracking - List 2:
Division Designed Templates - List 2:

Source Envelope:

Document Pages: 25
Certificate Pages: 7
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 2
Initials: 0

Envelope Originator:
Karly Watson
PO Box 12548
Austin, TX 78711-2548
Karly.Watson@oag.texas.gov
IP Address: 204.64.55.14

Record Tracking

Status: Original
8/26/2022 1:43:18 PM

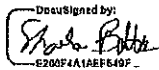
Holder: Karly Watson
Karly.Watson@oag.texas.gov

Location: DocuSign

Signer Events

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

Signature

DocuSigned by:

6200F1A1A8E649F

Timestamp

Sent: 8/26/2022 1:43:22 PM
Viewed: 8/26/2022 1:47:34 PM
Signed: 9/12/2022 11:39:05 AM

Signature Adoption: Drawn on Device
Using IP Address: 216.75.249.226

Electronic Record and Signature Disclosure:
Accepted: 8/26/2022 1:47:34 PM
ID: 83647604-9cae-4496-be4e-70f88b40afa5

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

Completed

Using IP Address: 24.28.102.26

Sent: 9/12/2022 11:39:08 AM
Viewed: 9/16/2022 8:39:26 AM
Signed: 9/16/2022 8:39:30 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Gene McCleskey
Gene.McCleskey@oag.texas.gov
Division Chief - Crime Victim Services
Office of the Attorney General of Texas
Signing Group: Crime Victim Services - Director
Security Level: Email, Account Authentication
(None)

Completed

Using IP Address: 204.64.24.2

Sent: 9/16/2022 8:39:34 AM
Viewed: 9/19/2022 3:27:57 PM
Signed: 9/19/2022 3:28:01 PM

Electronic Record and Signature Disclosure:
Accepted: 1/14/2019 12:34:26 PM
ID: 6a746d16-8742-4c15-ace2-f36a64c991b6

Scarlett Tucker
Scarlett.Tucker@oag.texas.gov
Signing Group: General Counsel - Contract
Attorneys
Security Level: Email, Account Authentication
(None)

Completed

Using IP Address: 72.48.245.72
Signed using mobile

Sent: 9/19/2022 3:28:05 PM
Viewed: 9/19/2022 3:28:37 PM
Signed: 9/19/2022 3:28:51 PM

Signer Events	Signature	Timestamp
---------------	-----------	-----------

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Austin Kinghorn
Austin.Kinghorn@oag.texas.gov
General Counsel
Office of the Attorney General of Texas
Signing Group: General Counsel, Contracts
Security Level: Email, Account Authentication (None)

Completed

Using IP Address: 204.64.24.2

Sent: 9/19/2022 3:28:55 PM
Viewed: 9/19/2022 3:29:12 PM
Signed: 9/19/2022 3:29:20 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Bruce Williamson
Bruce.Williamson@oag.texas.gov
Office of the Attorney General of Texas
Signing Group: Budget Analysts (Non-CS)
Security Level: Email, Account Authentication (None)

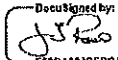
Completed

Using IP Address: 204.64.24.2

Sent: 9/19/2022 3:29:24 PM
Viewed: 9/19/2022 3:52:46 PM
Signed: 9/19/2022 3:52:52 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Josh Reno
Josh.Reno@oag.texas.gov
Deputy Attorney General for Criminal Justice
Office of the Attorney General of Texas
Signing Group: Deputy Attorney General for Criminal Justice
Security Level: Email, Account Authentication (None)

DocuSigned by:

F33DA0930EBC4E7...

Signature Adoption: Pre-selected Style
Using IP Address: 107.193.219.40
Signed using mobile

Sent: 9/19/2022 3:52:56 PM
Viewed: 9/19/2022 7:08:08 PM
Signed: 9/19/2022 7:08:17 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Accounting - DocuSign Contracts
ACC_DocuSign_Contracts@oag.texas.gov
Signing Group: Accounting - DocuSign Contracts
Inbox
Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/19/2022 7:08:22 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

GCD Contracts
GCDContracts@oag.texas.gov
GCD Contracts
Office of the Attorney General
Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/19/2022 7:08:25 PM

Motion by Commissioner Graf, second by Commissioner Wisdom, 3 votes yes, 0 votes no, that Commissioners Court approved a donation made by the Episcopal Church to the Hockley County Library of 2 dozen chairs.

STATE OF TEXAS
COUNTY OF HOCKLEY

§
§
§

IN THE COUNTY COURT
OF
HOCKLEY COUNTY, TEXAS

ORDER TO ACCEPT DONATION

On motion made by Commissioner Graf and seconded by
Commissioner Wisdom and unanimously carried, Hockley County
hereby accepts the donation of one dozen chairs to the Hockley County Library from
the Episcopal Church in Levelland, Texas.

SIGNED this 19TH day of September, 2022.

Sharla Baldrige
Sharla Baldrige, Hockley County Judge

ATTEST:

Jennifer Palermo
Jennifer Palermo, Hockley County Clerk



Review the August 2022 fire-runs as submitted by the City of Levelland.

RESPONDED TO LOCATION TO INVESTIGATE. UPON ARRIVAL, FIRE PERSONNEL MADE CONTACT WITH LAND OWNER OF CONTROLLED BURN. FIRE PERSONNEL OBSERVED NO ILLEGAL BURNING OF ITEMS AND SMOKE WAS NOT A DANGER TO ANY RESIDENTS IN AREA. CALLER WAS ALSO ATTENDING CONTROLLED BURN AND HAD NOTIFIED FIRE DEPARTMENT AND 911 DISPATCH. UNIT S11 CLEARED SCENE. NO FURTHER AT THIS TIME. *****EOR*****

2022291 0 8/22/2022 00:01 111 - Building fire

Address: 821 N US HIGHWAY 385, HOCKLEY CO, TX 79336

of Personnel: 9 Hours Paid per Person: Total Man Hours: .00

of Apparatus: 7 **Total Call Duration: 03:17:00**

Received a call from dispatch in regards to a garage fire at 821 n385 page was sounded and engine en route upon arrival heavy black smoke was coming out of a half way open garage door, fire attack was made through this opening heavy fire was visible in garage along with a vehicle that the engine compartment was on fire, a 2nd alarm was sounded for more personnel and equipment, upon fire attack the fire was observed above the vehicle had burned through the ceiling and made it into the attic of the structure and through the roof, sundown was also paged for more manpower entry was made into the structure through the front door a fire attack was made from the interior of the house and fire was contained back to the garage where all contents of garage where being extinguished once main fire was extinguished salvage and over haul begin ceiling was pulled in multiple rooms to search for spread of fire once it had been determined that no further fire had existed and that salvage and overhaul where complete units went 10-8

2022285 0 8/12/2022 21:40 160 - Special outside fire, other

Address: 153 LAKEVIEW RD, HOCKLEY CO, TX 79336

of Personnel: 3 Hours Paid per Person: Total Man Hours: .00

of Apparatus: 3 **Total Call Duration: 01:40:00**

Dispatched to pit fire at 153 w lake view. B14 responded and suppressed fire. Returned back to service.

2022279 0 8/7/2022 18:52 746 - Carbon monoxide detector activation, no CO
Address: 165 MANDY CIR, OPDYKE, TX 79336
of Personnel: 2 Hours Paid per Person: Total Man Hours: .00
of Apparatus: 2 **Total Call Duration: 00:35:00**

Received reports of carbon monoxide in a residence. Upon responding Units were unable to locate the source of the smell. After searching the residence discovered that the monitor in the residence needed to be reset. Advised home owner to follow up with manufacturers recommendation on getting the monitor replaced. All units cleared and returned to the station.

2022278 0 8/6/2022 20:44 100 - Fire, other
Address: Intersection of CHICKADEE RD & 1385 RD, HOCKLEY CO, TX
of Personnel: 6 Hours Paid per Person: Total Man Hours: .00
of Apparatus: 4 **Total Call Duration: 02:28:00**

Dispatched to cotton fire on 1585 and Chickadee. Upon arrival, fire was showing. Began fire suppression. Controlled fire and returned to service.

2022277 0 8/6/2022 14:35 143 - Grass fire
Address: E STATE HIGHWAY 114, HOCKLEY CO, TX 79336
of Personnel: 4 Hours Paid per Person: Total Man Hours: .00
of Apparatus: 3 **Total Call Duration: 00:15:00**

Dispatched to grass fire in bar ditch on Hwy 114 near south plains ford. Upon arrival fire personal extinguished fire. Return to service.

2022276 0 8/5/2022 16:15 140 - Natural vegetation fire, other
Address: 3227 W FM 1585, HOCKLEY CO, TX 79336
of Personnel: 6 Hours Paid per Person: Total Man Hours: .00
of Apparatus: 4 **Total Call Duration: 01:17:00**

LEVELLAND FIRE DEPARTMENT RECEIVED CALL IN REFERENCE TO A HAY BALE FIRE NEAR THE RESIDENCE AT 3237 WEST FM 1585. UNITS C1, B14, AND T9 RESPONDED TO LOCATION. UPON ARRIVAL, SUNDOWN VOLUNTEER FIRE DEPARTMENT WAS ON SCENE, EXTINGUISHING SURROUNDING LOCATION OF HAY ON FIRE. LEVELLAND UNITS ASSISTED IN EXTINGUISHMENT. UNITS

CLEARED SCENE. NO FURTHER AT THIS TIME. *****EOR*****

2022275 0 8/5/2022 14:07 143 - Grass fire
Address: 3400 SAMPSON POST RD, HOCKLEY CO, TX 79336
of Personnel: 7 Hours Paid per Person: Total Man Hours: .00
of Apparatus: 3 **Total Call Duration: 01:33:00**

LEVELLAND FIRE DEPARTMENT RECEIVED CALL IN REFERENCE TO A MUTUAL AID REQUEST BY SUNDOWN VOLUNTEER FIRE DEPARTMENT FOR A GRASS FIRE, WEST OF THE INTERSECTION OF FM 1585 AND SAMPSON POST ROAD. UNITS C1 AND B14 RESPONDED TO LOCATION. UPON ARRIVAL, LEVELLAND UNITS ASSISTED SUNDOWN UNITS IN EXTINGUISHING FIRE. UNITS CLEARED SCENE. NO FURTHER AT THIS TIME. *****EOR*****

2022274 0 8/3/2022 19:29 311 - Medical assist, assist EMS crew
Address: 138 MANDY CIR, OPDYKE, TX 79336
of Personnel: 5 Hours Paid per Person: Total Man Hours: .00
of Apparatus: 2 **Total Call Duration: 00:26:00**

We received a call from the PD stating that EMS was requesting assistance at said residence with a lift assist. Upon arrival we assisted them with packaging the patient on a stretcher and loading in the ambulance for transport. We then returned to the station.

2022273 0 8/2/2022 22:38 500 - Service Call, other
Address: 3000 N US HIGHWAY 385, HOCKLEY CO, TX 79336
of Personnel: 2 Hours Paid per Person: Total Man Hours: .00
of Apparatus: 2 **Total Call Duration: 00:51:00**

LEVELLAND FIRE DEPARTMENT RECEIVED REQUEST FOR ASSISTANCE BY HOCKLEY COUNTY SHERIFF'S DEPUTY IN LOCATING A POSSIBLE MISSING PERSON AT THE REST STOP ON NORTH HIGHWAY 385. DEPUTY REQUESTED THERMAL IMAGING CAMERA ASSISTANCE. UNIT S11 RESPONDED TO LOCATION. UPON ARRIVAL, THERMAL CAMERA WAS USED IN ATTEMPTING TO LOCATE A PERSON IN THE AREA OF THE REST STOP FOR A WELFARE CHECK. FIRE UNIT AND DEPUTY PERSONNEL WERE UNABLE TO LOCATE. UNIT CLEARED SCENE. NO FURTHER AT THIS TIME. *****EOR*****

Total Number of Incidents in this District: 12

Grand Total Call Duration: 0 Days, 14:21

Report Filter Settings

Report Name: County Monthly by Date - with Narrative

Filter Name: Date Range, District, and Incident Type Code

Filter Expression: (Not Is Null [IncidentNumber]) And ([AlarmDateTime] is between '8/1/2022 00:00' and '8/31/2022 23:59') And ([DistrictID] equals '2 - 2')

FIRE RUNS FOR 2021-2022

MONTH	NUMBER OF RUNS	AMOUNTS
OCT 2021	13	\$12,285
NOV 2021	26	24,570
DEC 2021	22	20,790
JAN 2022	16	15,120
FEB 2022	8	7,560
MARCH 2022	10	9,450
APRIL 2022	17	16,065
MAY 2022	16	15,120
JUNE 2022	15	14,175
JULY, 2022	19	17,955
August, 2022	12 = 174 Runs	11,340 = \$164,430 total to date*

*Not sure if any increase as per the agreement on surcharge on fuel

Motion by Commissioner Wisdom, second by Commissioner Graf, 3 votes yes, 0 votes no, that Commissioners Court approved the 2023 Sheriff's and Constables fees report. As per fees recorded below.

HOCKLEY COUNTY 2023 SHERIFF AND CONSTABLES' FEES

NOTICES:

Subpoenas	\$75
Subpoena-Duces Tecum	\$75
Deposition Subpoena	\$75
Summons	\$75
Forcible Detainer	\$75
Writ of Attachment (Person)	\$125
Writ of Attachment (Property)	\$175
Writ of Garnishment	\$175
Writ of Sequestration	\$175
Writ of Possession	\$175
Writ of Re-Entry	\$175

ESTRAY FEE:

Impounding/Hauling Large Animal (Cattle, Horses, Ostrich, Emu, Lama, Etc.).	\$100
Impounding/Hauling Large Animal each additional animal.	\$50
Impounding/Hauling Small Animal (Goats, Sheep, etc.) Five (5) or less.	\$100
Impounding/Hauling Small Animal Each additional animal (over 5).	\$50
Boarding & Feeding Large Animal Per day/per animal.	\$25
Boarding & Feeding Small Animal Per day/per animal.	\$20
Release Fee per Animal.	\$25

OTHER SERVICES FEES:

Writ of Execution	\$175
Writ of Restitution	\$175
Writ of Habeas Corpus	\$150
Writ of Injunction	\$150
All other Writs	\$150
Small Claims Citation	\$75
Justice Court Citation	\$75
Personal Citation	\$75
Citation Scire Facias	\$75
Citation by Posting	\$60
All other Courts Citations	\$75
Notice to Show Cause	\$75
Precept to Serve	\$75
Order of Sale	\$175
Tax Warrant	\$175

If roundup, hauling and/or care is done by Contract, cost will be assessed by Contractor.

Cost for any special care (i.e. vet care, etc.) will be assessed by Caregiver. Cost of boarding & feeding may increase depending on location animal(s) held. (i.e. vet clinic, etc.)

SHERIFF'S OFFICE FEES:

Bond Agent I.D. Card	\$10
Reports (offense, book-in)	\$15
Mug Shot (new photo)	\$10
For Executing a Deed to each Purchaser of real estate under the Execution of Order of Sale.	\$70
For Executing a Bill of Sale to each Purchaser of personal property under Execution Order of Sale, when demanded by Purchaser.	\$70

FOR EXECUTING EACH MENTAL:

Illness Warrant	\$150
Distress Warrant	\$150
Abstract of Judgment	\$60
Temporary Restraining Order	\$60
Temporary Protective Order	\$60
Judgment Nisi	\$60
Criminal Warrants	\$50
Capias	\$50
Capias Pro Fines	
Felonies & Misdemeanors	\$50
Bailiffs fee for each Civil Case tries in District Court	\$75

Pursuant to Rule 126 of the Texas Rules of Court, all fees, for any/all civil cases originating outside the County of Hockley and/or the State of Texas, must be collected in advance expect when Pauper's Oath is filed. The Sheriff or Constable will not execute any process until fees are received.

POSTING OF NOTICES:

Seizures & Sales	\$20
Preparation of Notice of Sale	\$20
All Writs and/or Order involving the Seizure of Property, Sale of Property, or the Enforcement of a Judgment that exceeds four hours in the execution or enforcement of such Writ/Order will assess an additional fee per officer of \$35 for each hour or portion thereof.	

For a Writ, Venditional Exponas, Order of Sale and Mental/Alcohol/Drug Commitment served which exceeds two hours, the following fee is required for an officer to perform service and to return from performing the service; an additional fee per hour of \$35 and \$0.56 per mile for mileage. If ordered by the Court to transport to Court of jurisdiction; Sheriff fee per hour/per officer, of \$35 and \$0.56 per mile, plus meals, not to exceed \$30 per day and overnight lodging cost, if necessary.

Commission to be collected for Sheriff's Sale:

First \$100, 10%; over \$100, but not exceeding \$1,000, 6%; over \$1,000, but not exceeding \$5,000, 3%; al sums over \$5,000, but not exceeding \$300,000, 2%.

**ADDRESS: HOCKLEY COUNTY CLERK
802 Houston, Suite 213
Levelland, Texas 79336
Telephone: 806-894-3185**

Motion by Commissioner Carter, second by Commissioner Graf, 3 votes yes, 0 votes no, that Commissioners Court approved the 2023 Contract and Agreement concerning ambulance service between the City of Littlefield and Hockley County, Texas. As per Contract recorded below.

CONTRACT AND AGREEMENT CONCERNING AMBULANCE SERVICE

THIS AGREEMENT is made and executed by and between the **CITY OF LITTLEFIELD, TEXAS**, acting through its Mayor, ERIC TURPEN, pursuant to Resolution adopted by the City Council of the CITY OF LITTLEFIELD, at its regular meeting on the 26 day of July, 2022 (hereinafter called "Littlefield"), and **HOCKLEY COUNTY, TEXAS**, acting by and through its County Judge, SHARLA BALDRIDGE, pursuant to Resolution adopted by the Commissioners Court of the Hockley County, at a regular meeting on the 12~~th~~ day of Sept., 2022 (hereinafter called "Hockley County"), on the following terms and conditions:

Statement

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

In order to provide such service, it is agreed that Hockley County will pay Littlefield Thirty Thousand Seven Hundred Dollars and 00/100ths (\$30,700.00) per year in monthly installments. The monthly installments of Two Thousand Five Hundred Fifty-Eight and 33/100ths (\$2,558.33) will be paid with the first monthly payment being made on or before the 5th day of January 2023 and a like payment on or before the same day of each month following next successively thereafter for the term of this Contract.

Terms and Conditions

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

General Provisions

- (21) The parties agree that each party has the authority to enter into this Contract and such authority has been authorized by the governing body of the Hockley County and the City of Littlefield, respectively.
- (22) The Contract is a term of one (1) year commencing on the 1st day of January 2023 and ending on the 31st day of December 2023.

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

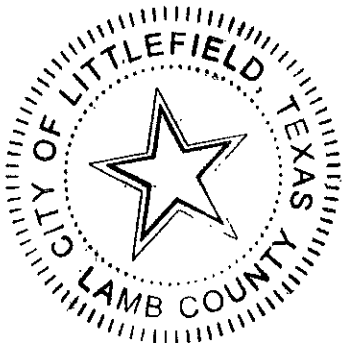
SIGNED and entered this the 12th day of Sept., 2022.

LITTLEFIELD, TEXAS

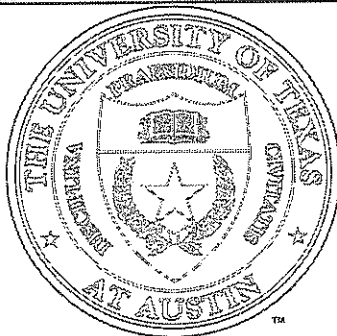
By: Eric Turpen
Eric Turpen,
Mayor

HOCKLEY COUNTY, TEXAS

By: Sharla Baldrige
Sharla Baldrige,
Hockley County Judge



Motion by Commissioner Graf, second by Commissioner Wisdom, 3 votes yes, 0 votes no, that Commissioners Court approved the Continuing Education certificate of Shirley Penner, Hockley County Auditor. As per certificate recorded below.



THE UNIVERSITY OF TEXAS AT AUSTIN
LBJ School of Public Affairs
Governor's Center for Management Development
3001 Lake Austin Blvd., Ste 3.301 • Austin, Texas 78703
(512) 475-8100

CONTINUING PROFESSIONAL EDUCATION CREDITS

The LBJ School of Public Affairs, ID No. 628, recognizes

Shirley Penner

for satisfactory completion of the registered sponsor course number: CAI2022

entitled: **County Auditors Insititute 2022**

conducted on: **May 3-6, 2022**

thereby qualifying for: **[Credits Earned]** of **21.4** CPE credits which are registered with the Texas State Board of Public Accountancy.

A handwritten signature in black ink that reads "Joyce Sparks".

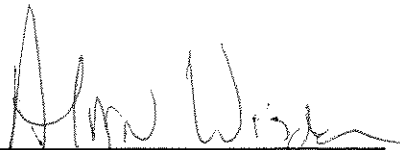
Joyce Sparks, Director
Governor's Center for Management Development

Note: According to Continuing Professional Education, Rule 523.2 of the Texas State Board of Public Accountancy, it is the licensee's responsibility for determining the applicability for a


Discussion concerning plat guidelines.

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

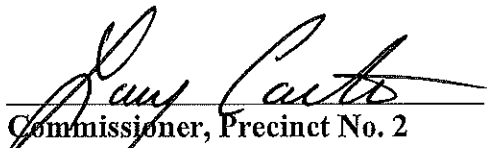
The foregoing Minutes of a Commissioner's Court meeting held on the 12th day of September, A. D. 2022, was examined by me and approved.



Commissioner, Precinct No. 1



Commissioner, Precinct No. 3




Commissioner, Precinct No. 2



Commissioner, Precinct No. 4



County Judge


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

