

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

Notice is hereby given that a Special Meeting of the above named Commissioners' Court will be held on the 27th day of March, 2019 at 10:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

1. Read for approval the minutes of the Regular Meeting of the Commissioners' Court held Wednesday, March 20, 2019.
2. Read for approval all monthly bills and claims submitted to the court and dated through March 25, 2019.
3. Consider and take necessary action to approve salaries for Officials and Employees.
4. Consider and take necessary action to approve the Help Desk and the Watch-It Managed Services Agreement by and between CTSI and Hockley County.
5. Consider and take necessary action to approve the Hockley County lighting project through the Buy Board with Titan LED Lighting Solutions which includes participation in the incentive program through Xcel Energy.
6. Consider and take necessary action to approve the Paid Up "No Drill" Oil, Gas and Mineral Lease between Hockley County, the City of Levelland, Texas and Property Research Partners concerning minerals owned by the County under East side of Labor 4, League 29, Rusk County School Land, Hockley County, Texas.
7. Consider and take necessary action to approve Ad Valorem tax refunds.

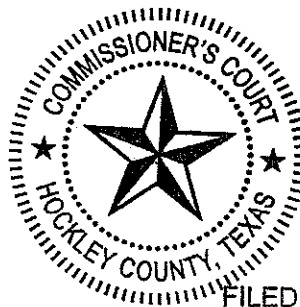
COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

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 21st day of March, 2019, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 21st day of March, 2019.

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



FILED FOR RECORD
AT _____ O'CLOCK ____ M.

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MAR 21 2019

Jennifer Palermo
County Clerk, Hockley County, Texas

SPECIAL MEETING
MARCH 27th, 2019

Be it remembered that on this the 27th day of March A..D. 2019, there came on to be held a Special meeting of the Commissioners' Court, and the Court having convened in Special session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with all the following members present to-wit:

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

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

Motion by Commissioner Barnett, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that the Minutes of a Regular meeting of the Commissioners' Court, held on Wednesday, March 20th, 2019, A. D., be approved and stand as read.

Motion by Commissioner Thrash, seconded by Commissioner Carter, 3 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through March 25th, 2019, A. D., be approved and stand as read.

**Motion by Commissioner Carter, seconded by Commissioner Thrash, 3 Votes Yes,
0 Votes No, that Commissioners' Court approved the salaries for Officials and Employees dated through
March 29, 2019. As per payroll approval recorded below.**

FOR CHECK DATE FROM 03/16/2019 TO 03/29/2019

EMP# NAME GROSS WAGES OVERTIME O/T HOURS

Payroll
DATE: 3-29-2019

THE PRECEDING LIST OF PAYROLL WAS REVIEWED
AND APPROVED FOR PAYMENT BY COMMISSIONER'S COURT.

DATE: 3-27-2019

APPROVED BY

Lynda Thomas
Henry Carter
J. W. Barrett

VOL.

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**Motion by Commissioner Barnett, seconded by Commissioner Thrash, 3 Votes Yes
0 Votes No, that Commissioners' Court approved the help Desk and the Watch-It Managed Services
Agreement by and between CTSI and Hockley County. As per CTSI Help-Desk and Watch-It agreement
recorded below.**



Watch-IT

Managed Services Agreement

Prepared for:

Hockley County

Version 2017.2 • 3/20/2019

The mission of Computer Transition Services, Inc. is to improve the life and business success of clients by providing integrated solutions and professional services to meet their technological and organizational needs.

Computer Transition Services, Inc.

3223 S. Loop 289, Suite 556

Lubbock, TX 79423

www.ctsinet.com

Tel: 806-793-8961 Fax: 806-793-8968

Last edited: 3/15/2019

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Purpose Statement

*Under this Service Agreement, Computer Transition Services, Inc. (CTSI) will provide various monitoring, and optional IT services related to the client's IT devices (servers, firewalls, routers, switches, workstations, etc.) as defined in **Appendix A, Appendix B, and Appendix C**. The purpose of this Service Agreement is to define the responsibilities of both CTSI and the Client identified below, to each other while operating under this Service Agreement. CTSI's goal with this CTSINet Watch-IT Managed Service Agreement is to help the Client obtain the best visibility into their IT system performance, provide tools for generating alerts and for managing service requests and IT issue resolution.*

Scope of Agreement

This CTSINet Watch-IT Managed Services Agreement is between Computer Transition Services, Inc. (CTSI) and Hockley County (Client), and defines the relationship between CTSI and Client, as CTSI provides Information Technology management assistance to Client as defined in the details of this Agreement which follow.

1. Term of Agreement

This Agreement is between **Hockley County** and **Computer Transition Services, Inc.** and is effective on **April 1, 2019**. This Agreement shall remain in effect for an initial term of nine (9) months.

1.1 Automatic Renewal of Agreement

This Service Agreement automatically renews for subsequent one year terms, beginning on the day immediately following the end of the initial term, unless either party gives the other sixty (60) days advance written notice of its intent not to renew this Agreement.

1.2 Early Termination of Agreement

- a) Early termination due to replacement
 - I. This Service Agreement can be terminated prior to the end of its term, if Client accepts a replacement CTSI Managed Service Agreement. The effective date of the replacement Managed Services Agreement will indicate the end of this Agreement.
- b) Early Client Termination of Agreement "With Cause"
 - I. This Agreement may be terminated by the Client upon sixty (60) days written notice to CTSI, if CTSI:
 - i. Fails to fulfill, in any material respect, its obligations under this Agreement and does not resolve such failure within thirty (30) days of receipt of such written notice.
 - ii. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.
 - iii. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- c) Early Client Termination of Agreement "Without Cause"
 - I. If Client desires to terminate this agreement for any reason other than those stated above, Client agrees to pay CTSI a Client Early Termination Fee as defined below and will provide CTSI with written request to terminate this agreement. The written notice requesting termination and the Client Early Termination Fee must be received by CTSI at least 30 days prior to desired termination date.
 - II. Client agrees to pay the monthly agreement fee defined in 2. Fees and Payment

Schedule (as it may have been adjusted for Client changes or amended) plus applicable tax through the desired termination date, plus;

- III. Client Early Termination Fee:
- i. The Client Early Termination Fee is based on the length of time since this Agreement was executed or became effective, whichever is more recent, and the monthly fee defined with this Agreement in 2. Fees and Payment Schedule plus applicable tax.
 1. If the Client requests termination of this Agreement prior to the end of the initial term, the Client Early Termination Fee will be an amount equal to the monthly Agreement fee defined in 2. Fees and Payment Schedule plus applicable tax.
 2. If the Client requests termination of this Agreement after it has been in effect for the initial term indicated above, the Client Early Termination Fee will be zero (0).
- IV. Upon timely receipt by CTSI of both the written Client termination request and the Client Early Termination fee, CTSI will terminate all agreement services, monthly agreement fees, including service priority associated with this agreement, on the requested termination date.
- d) This Agreement may be terminated by CTSI upon thirty (30) days written notice to the Client.
- e) Upon termination of this agreement,
- i. Client agrees to provide reasonable access to Client's systems by CTSI for the purpose of removing and uninstalling any software and hardware owned by CTSI.
 - ii. If requested, CTSI will assist Client in the orderly transition of services. Client agrees to pay CTSI for these services based CTSI's applicable standard hourly rates.

2. Fees and Payment Schedule

Fees for participation in this Agreement will be **\$ 924.90 per month** plus applicable tax, invoiced to Client monthly in advance and payment will be due thirty (30) days after the invoice date. In addition to this monthly fee, Client agrees to pay a **one-time implementation fee of \$.00** plus applicable tax, (which includes fees for travel time and mileage if located outside of Lubbock.) Services may be suspended if payment is not received within ten (10) days following the due date. Refer to **Appendix A, Appendix B, and Appendix C** for details of the services covered and devices included for this monthly Agreement fee.

CTSI's payment terms are "net 30" days from the invoice date. If payment for the total balance due is not received by the end of the month following, CTSI will add a "finance charge" at the rate of 1.5% per month (or the maximum allowed by law, whichever is less) on the unpaid. Client agrees to pay all amounts due, including finance charges, within CTSI's payment terms and understands that failure to do so may result in suspension or termination of services by CTSI.

Client understands that if changes are requested in coverage or services which are provided as part of this agreement, that the above monthly fee for this agreement may change and additional one-time setup fees may also apply to implement those changes. If changes are requested by Client which impact CTSI responsibilities in fulfilling the agreement and therefore the monthly fee for this agreement, and the changes result in a monthly fee increase of more than 5%, CTSI will provide Client with 30 days advance notice of that change.

Client understands that Client's own IT staff will have primary, "First Responder" responsibility for monitoring IT alerts, as well as acknowledging and responding to those alerts which are the result of Client devices being monitored under this agreement. Client understands that if Client's IT staff is unable to maintain this "First Responder" role then CTSI will be forced to acknowledge and take

appropriate action for ignored alert issues, and this CTSI response is not included in this Watch-IT Agreement and will therefore result in additional charges to the Client.

*It is understood that any and all requested services that fall outside of the terms of this Agreement, as indicated by **Appendix A**, **Appendix B**, and **Appendix C**, will be considered projects, remediation or service requests and will be billed separately in addition to these monthly Agreement fees.*

3. Automatic Annual Agreement Fee Increase

This Agreement can span multiple years based on the term described in 1. Term of Agreement and 1.1 Automatic Renewal of Agreement.

This Agreement includes an annual rate increase in the monthly fee billed to the Client for the services defined in the Agreement. The increase will occur once each year on the anniversary of this Agreement (see 1. Term of Agreement for the start date of this Agreement.) The increased fee will become the new monthly Agreement fee billed during the 12 months following the anniversary of this Agreement's start date.

The annual increase in the monthly fee associated with this Agreement will be based on the monthly amount billed for this Agreement for the month prior to the anniversary of this Agreement. (See 2. Fees and Payment Schedule for the monthly Agreement fee for the first 12 months of this Agreement.)

To illustrate, the first annual increase will occur one year from the start of this Agreement. Beginning in the 13th month of the Agreement, presuming no changes have been made during the 1st year, the new monthly fee for the services included in this agreement will increase by \$ **37.00** for a new monthly amount of \$ **961.90** plus applicable tax for each month during the second year of the Agreement. This monthly fee will be increased every year by the same percentage on the anniversary of this Agreement.

4. Taxes

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to CTSI for the state of Texas.

5. Coverage

Services listed in **Appendix A** and **Appendix B** of this agreement will be provided on Client devices listed in **Appendix C** by CTSI during "Normal Business Hours". Network Monitoring Services will be provided 24 hours per day, 7 days per week, 365 days per year. Client understands that CTSI will take no corrective action on detected problems without Client's approval and that services provided during such corrective action is not covered by this agreement.

5.1 Normal Business Hours:

Normal Business Hours are defined as the hours of 8:00 am – 5:00 pm, Central Time, Monday through Friday, excluding holidays observed by CTSI. The holidays observed by CTSI are

- New Year's Day (January 1)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Eve (December 24)
- Christmas (December 25)

5.2 Support and Escalation

CTSI will respond to Client's trouble tickets and service requests which have been assigned to CTSI, by prioritizing based on the impact to the Client's business operations and Client's participation in CTSINet Management Programs.

Service requests must be submitted to CTSI by Client's designated Contact Person(s) using any of the following methods:

- Via email to Help@ctsinet.com
- Online to our Managed Services Customer Portal website at <https://connect.ctsinet.com/support>
- Or via telephone by calling our Remote Operation Center at 806-793-8961 (or 800-687-2874) and choosing the technical support option
- For those Clients utilizing CTSI's Streamline IT application, they can simply change the status of an existing service request that the Client is managing, to "Escalate->CTSI". This will cause the service request to appear on CTSI's service boards and our dispatcher will be notified so that CTSI can take action on the request.

Each service request will be assigned a CTSI service ticket number for tracking. Our escalation process is started when the service ticket is created by any of the above submission processes.

Response to Client service requests normally occurs only during CTSI business hours, unless Client requests assistance outside of business hours.

5.3 Service outside CTSI Normal Business Hours

Should it be necessary to provide any services to the Client outside of CTSI's Normal Business Hours, as defined in this agreement, those services will be billed to the Client at higher After-Hours rates or Premium After-Hours Rates as defined in **Appendix D**.

For unplanned emergency support outside of CTSI normal business hours, Client should call CTSI at the above numbers. CTSI's phone system can redirect Client's call to the After Hours answering service, who will relay Client's request to the On-Call support technician. Client will then receive a call back from that technician to get the details of the request and determine the desired action necessary.

5.4 Limitation of Liability

In no event shall CTSI be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

6. Additional Maintenance, Support, and Project Services

CTSI will provide ongoing monitoring services as indicated in **Appendix A and Appendix B** for the devices indicated in **Appendix C**. Workstations are not considered critical devices, for monitoring purposes. If Client chooses to have CTSI monitor workstation devices (as indicated in **Appendix B**), CTSI will provide access to all CTSI monitoring capabilities and templates for workstations so that Client's IT staff can setup workstation monitoring as desired.

This Watch-IT Managed Services program is designed to supplement the Client's own IT staff capabilities. The program does this in several ways:

- Using the Client's assigned IT Staff login credentials to CTSI's Network Management System, Client can observe status, monitoring details, and performance history of every service and metric of devices that have been configured for monitoring under this Agreement. This "dashboard" makes it easy to spot issues as soon as they have been detected and to setup automated notifications as well. A wealth of monitoring data is available to the Client's IT staff on all devices monitored for troubleshooting and trend analysis.
- Watch-IT monitoring systems can automatically notify the Client's IT staff, when metrics exceed the designated thresholds. **This will allow the Client's IT staff to resolve the problem without CTSI's involvement, if desired.**
- **If desired**, CTSI can optionally provide **backup** support services to the Client's IT staff. CTSI's monitoring systems can be set to begin notifying CTSI technical staff if the Client's IT staff does not acknowledge the initial alerts within a specified amount of time. If Client needs CTSI to take on this responsibility on more than a temporary basis (few days), additional charges may be billed to the Client for this service.

Remediation and support services are not included in this agreement and will be billed to the Client at CTSI's applicable hourly rate, in addition to the agreement fees indicated above.

Client understands that should any 3rd Party Vendor Support Charges be required in order to resolve IT related issues, these Vendor Support Charges are not covered by this Agreement and will be billed separately to the Client.

7. Minimum Standards and Requirements

In order for Client's existing environment to qualify for CTSI's Watch-IT Managed Services Program, certain minimum requirements must be met. **Appendix E** of this agreement defines the minimum requirements for participation in the CTSINet Management Program. Client's failure to maintain these minimum requirements can result in termination of this agreement. In this case, Early Client Termination of Agreement "Without Cause" (see 1.2c) would be applicable.

8. Exclusions

Any hardware, software, supplies or services provided by CTSI, unless specifically identified as services provided in **Appendix A** or **Appendix B** on devices listed in **Appendix C**, are not included in this agreement and will be billed separately to the Client according to CTSI's applicable hourly rate or at the prices provided at the time of that service.

No travel time, vehicle mileage or any travel related expenses to or from client locations that are outside of the city of Lubbock, are covered by this Agreement and will be billed separately as they occur.

Devices located outside of the United States cannot be included in this Agreement.

CTSI will obtain the Client's authorization before providing any products or services that fall outside of this agreement which would result in additional charges to the Client.

9. Non-Solicitation of Employees

Client understands that CTSI has made a significant investment in hiring and training outstanding personnel and likewise, CTSI understands that the Client has done the same for the Client's employees. Therefore, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall employ nor solicit for employment, either directly or indirectly (whether as an employee, independent contractor, consultant or otherwise), any person who is a current employee of the other party or who has been employed by the other party, for a period of one (1) year after last date of employment, unless acceptable to both CTSI and Client. Client and CTSI agree that failure to abide by this section will cause financial damage to the other party in an amount equal to at least one (1) year of compensation for the person, based on the rate paid by the first party.

10. Confidentiality

- a) *Defined.* For the purposes of this Agreement, Confidential Information means any and all non-public information provided to us by you, including but not limited to your customer data, customer lists, internal documents, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of CTSI, (ii) was developed independently by us, or (iii) is or was lawfully and independently provided to us prior to disclosure by you, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.
- b) *Use.* We will keep your Confidential Information confidential, and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by you in writing, or (ii) as needed to fulfill CTSI's obligations under this Agreement. If we are required to disclose the Confidential Information to any third party as described in part (ii) of the preceding sentence, then we will ensure that such third party is required, by written agreement, to keep the information confidential under terms that are at least as restrictive as those stated in this Section 10.
- c) *Due Care.* We will exercise the same degree of care with respect to the Confidential Information it receives from you as we normally take to safeguard and preserve its own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care. *Compelled Disclosure.* If we are legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, we will immediately notify you in writing of such requirement so that you may seek a protective order or other appropriate remedy and/or waive our compliance with the provisions of this Section 10. We will use its best efforts, at your expense, to obtain or assist you in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, we may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that we have been advised, by written opinion from our counsel, that we are legally compelled to disclose.

11. Miscellaneous

This Agreement shall be governed by the laws of the State of Texas. This agreement constitutes the entire Agreement between Client and CTSI, the details of which are defined in "Appendix A – Standard Watch-IT Services", "Appendix B – Supplemental Watch-IT Services", "Appendix C – Client Devices Covered", "Appendix D – CTSI Service Rates", and "Appendix E – Minimum Standards Required for Services". The terms and conditions indicated in these appendixes shall prevail should there be any variance with the terms and conditions of any order submitted by Client.

CTSI is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

12. Acceptance of Service Agreement

This Service Agreement covers only those services and equipment listed in **Appendix A, Appendix B, and Appendix C**. With the exception of the annual increase described in **3. Automatic Annual Agreement Fee Increase**, CTSI and Client must approve any change in devices or services which results in an adjustment to the Client's monthly invoice amount indicated in **2. Fees and Payment Schedule** of this Agreement and those changes will be defined by an amendment to this Agreement or in a new Agreement.

By signing below, Client and CTSI agree to abide by the terms set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:
Client

Solution Provider

Hockley County

Computer Transition Services, Inc.

Sharla Baldrige
(Printed name of authorized person signing)

CRANG G. ALCEY
(Printed name of authorized person signing)

Hockley County Judge
(Title of authorized person signing)

PRESIDENT
(Title of authorized person signing)

Sharla Baldrige
(Signature)

Crang G. Alcey
(Signature)

3-27-19
(Date)

3/27/2019
(Date)

Appendix A – Standard Services – Watch-IT Services and Licenses Included

General:

- On-site computer with monitoring and communication software provided by CTSI and connected to the Client network. This system provides 24x7 collection of availability and performance data from covered devices which is utilized in the determination of potential problems and relay's this information to CTSI Operations Team 12 times every hour. CTSI's Operations Team tools will then generate the alerts issued to the Client's IT contacts.
- CTSI's Remote access to the client system will be used whenever feasible to speed up troubleshooting and resolution which means reduced support costs
- Customer Portal - Client access to CTSI service request ticket management website which allows Client to create, amend and otherwise monitor service requests being managed by CTSI
- Priority Response from CTSI ahead of all non-program client requests
- Software Licenses for monitoring software (required for each monitored device) and monitoring system provided by CTSI
- 24x7 automated email or text message notifications to Client, for all alerts from monitoring systems. Client still needs to call CTSI's after-hours answering service if remediation service is desired from CTSI outside of CTSI's business hours. After Hours rates apply for remediation services provided outside of normal business hours.
- Business hours (8am-5pm) CTSI review of critical issue notifications and client contact with recommended action when alerts periodically go unacknowledged by Client. But this Watch-IT Agreement is designed presuming that the Client's IT Staff will be acknowledging and responding to all alert notifications.
- Annual assistance with IT planning and budgeting
- Monthly reporting (automated) of IT system availability, performance and monitoring
- Client IT staff access for 1 user IDs (at least one required) to CTSI's Network Management System with exclusive Client Dashboard and reporting services for Client's monitored devices

Servers (see **Appendix C** for selected servers):

- 24x7 Monitoring of server availability
- 24x7 Monitoring of physical and virtual memory utilization on server
- 24x7 Monitoring of server's disk storage: disk(s) status, available space and utilization
- 24x7 Monitoring of server processor(s) utilization for performance limits
- 24x7 Monitoring of event logs for errors on servers
- 24x7 Monitoring of HP and Dell server hardware; fans, drives, processors, temps, power, etc.
- 24x7 Monitoring of critical Business specific server services for operational status (Citrix, Exchange, Terminal Server, SQL Server, Internet Information Service, etc.)
- 24x7 Monitoring of email system availability, if hosted by the Client on a device listed in **Appendix C**
- 24x7 Monitoring of various specific services and items used on the server, such as Ethernet errors, FTP, HTTP/HTTPS, IMAP, SNMP, traffic, Telnet, SMTP & SMTP Queues
- 24x7 Monitoring of Internet Access availability

Appendix B – Supplemental Services – Watch-IT

Supplemental Watch-IT Services Included in this Agreement, if selected

Optional Firewalls, Routers, or Layer 3 Switch services (see **Appendix C** for selected devices)

- 24x7 Monitoring of Cisco Firewall, Router or Layer 3 Switch connectivity, CPU, Memory, Traffic, Ethernet errors, SYSLOG and SNMP, when available

Optional Switch (standard) services (see **Appendix C** for selected switches)

- 24x7 Monitoring of Switch CPU, Memory, SNMP, and Traffic, when available

Optional Server Patch Management (see **Appendix C** for selected servers)

- Weekly installation of CTSI approved MS Windows OS and MS Office "Important" and "Recommended" updates and service packs
- Weekly installation of CTSI approved MS Exchange and SQL server service packs

Optional Server Preventative Maintenance (see **Appendix C** for selected servers)

- Monthly review of operating system to confirm installation of the latest important updates and service packs
- Monthly review of Exchange and SQL, when utilized, to confirm service packs and critical update installation
- Monthly review of server event logs for trends, repetition, unreported issues - saved to file for archive, then clear
- Monthly empty server's recycle bin
- Monthly removal of temporary files from server
- Monthly Check Disk verification on server partitions to confirm validity of server disk volume and file system structures, when permissible (remediation not included)
- Monthly defragmentation analysis of server's storage volumes, when permissible, to confirm optimum performance and defragmentation processing, when recommended

Selected Option:

- StreamLineIT Service Request Management System:
Client will have 1 user login to CTSI's ConnectWise service request ticket management system for IT staff, including a dedicated service board for the Client's IT staff to use in managing their own service requests, a dedicated email address for Client's staff to email service requests, automatic ticket creation, ticket statuses, automated workflow notifications on aging or stuck tickets, means of tracking resolution efforts and steps to resolve, escalation to and from CTSI when CTSI assistance is needed.

Appendix C – Client Items Covered

- The Standard Watch-IT Program Services for servers (**Appendix A**) will be provided for the following Servers:
 - aismartbench
 - ASD5
 - DC1
 - dc2
 - DLSV1
 - dlweb1
 - DRCTRL01
 - DSM
 - EVENTSERV
 - GS01
 - HCS01
 - MDC1
 - TDSERV
 - VIEWCONSV1
 - VIEWCONSV2
 - viewsecsv1

- Optional Watch-IT Services for Firewall, Router, or layer 3 Switch (**Appendix B**) will be provided for:
 - (none)

- Optional Watch-IT Services for Switches and UPSs (**Appendix B**) will be provided for:
 - (none)

- Optional Patch Management Services (**Appendix B**) for Servers will be provided for only the following:
 - (none)

- Optional Server Preventative Maintenance Services (**Appendix B**) will be provided for only the following Servers:
 - (none)

- Optional Annual server cleaning will be provided for only the following Servers:
 - (none)

- Limited, Custom Monitoring will be provided for the following devices:
 - (none)

Selected Option

- Monthly IT Business Review Meeting option (in lieu of Annual Review)

Appendix D – CTSI Service Rates

Standard Hourly Rates – CTSI Normal Business Hours

Presently the standard hourly rates associated with our support roles for service provided during CTSI's normal business hours vary from \$75 to \$199. These rates are subject to change. The standard hourly rates are used to bill the Client for services provided which are not covered by this Agreement.

Every CTSI employee providing IT support services is assigned to one of more than a dozen support roles. The support role of the person providing services is what determines the standard hourly rate for the services provided. Each of these support roles have education, certification and experience requirements which must be completed before a person is eligible to work in that role. As our staff increase their education and certification levels by completing training and certification exams provided by our manufacturing partners, the person may move into a higher level support role at CTSI. This can impact the hourly rate used for the person's support services, going forward. We work diligently to balance providing a prompt response from a person in an appropriate support role, to minimize the client's support costs for work not covered by this Agreement.

After Hours Services

- All services provided to Client outside of CTSI's Normal Business Hours as indicated below will be billed at 1.5 times CTSI's Standard Hourly Rates
- These After Hours Services will be billed in addition to the monthly Agreement fees.
- After Hours rates apply:
 - Monday – Friday except holidays: 5pm to midnight and 6am to 8am
 - Saturday: 6am to midnight

Premium After-Hours Services

- All services provided to Client outside of CTSI's Normal Business Hours and CTSI's After Hours times are considered Premium After Hours services and will be billed at 2 times CTSI's Standard Hourly Rates.
- These Premium After Hours Services will be billed in addition to the monthly Agreement fees.
- Premium After Hours rates apply:
 - Monday – Saturday: midnight to 6am
 - Holidays: All Times
 - Sunday: All Times

Travel Outside of Lubbock

- Travel and mileage charges to locations outside of the city of Lubbock are not covered by this Agreement.
- When travel outside of the city of Lubbock is required to provide services to the Client, the Client will be billed at ½ the Standard, After Hours, or Premium After Hours rates as applicable, for all travel time, plus mileage at the current federal mileage rate, for travel both to and from the place of service and CTSI's offices.

Appendix E – Minimum Standards

Minimum Standards Required for Services – CTSINet Watch-IT

In order for Client's existing environment to qualify for CTSI's Managed Services Programs, certain minimum requirements must be met. The following defines the minimum requirements for participation in this CTSINet Management Program. Services provided by CTSI to bring Client's system(s) up to these standards, if required, are not included in this agreement and will be billed to the client separately.

- Client employs at least one full time person dedicated to internal management of the Client's IT systems and Client's IT staff will have "First Responder" responsibility for monitoring, acknowledging and responding to alerts and notifications for all Client devices
- Client must have an outside static IP address assigned to a network device, allowing RDP or VPN access from CTSI's network to the client's network.
- CTSI has administrative access to the client's server(s) in order to manage the monitoring system process.
- All server operating systems are manufacturer-supported versions of Microsoft Windows Server.
- All of the latest Microsoft service packs and critical updates are installed on the server(s), including those for Microsoft server applications such as Microsoft Exchange and Microsoft SQL.
- All devices covered by this agreement (see Appendix C) and their application software (if any) are properly licensed and are currently supported by their respective manufacturers.
- All desktop devices covered by this agreement (see Appendix C) are running a manufacturer-supported version of Microsoft Windows.
- The Client's environment must have a current, Vendor-Supported and CTSI approved Antivirus solution with current vendor maintenance, protecting all covered servers, desktops and notebooks/laptops.
- The Client's environment must have a licensed, Vendor-Supported and CTSI approved hardware firewall with current vendor maintenance between the internal network and the Internet.

Services provided by CTSI to bring Client's system(s) up to these minimum standards are not included in this agreement and will be billed to the Client separately.

Services provided by CTSI on Client devices which do not meet these minimum standards, may be considered as billable services (at CTSI discretion), meaning that they will be billed to the Client separately, in addition to the Agreement monthly fee, even if those services are listed as being included or covered by this Agreement.



CTSI

Help Desk

Managed Services Agreement

Prepared for:

Hockley County

Version 2018.0 • 3/20/2019

The mission of Computer Transition Services, Inc. is to improve the life and business success of clients by providing integrated solutions and professional services to meet their technological and organizational needs.

VOL. 68 PAGE 079

Computer Transition Services, Inc.

3223 S. Loop 289, Suite 556

Lubbock, TX 79423

www.ctsinet.com

Tel: 806-793-8961 Fax: 806-793-8968

Last edited: 3/15/2019

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Purpose Statement

Under this Service Agreement, CTSI will effectively become the Client's IT User Help Desk. The purpose of this Service Agreement is to define the responsibilities of both CTSI and the Client to each other, while operating under this Service Agreement. To effectively provide the function of the Client's IT User Help Desk, CTSI must be involved in the Client's business plans that affect their IT Systems. CTSI's goal with this Help Desk Managed Service Agreement is to help the Client achieve the most effective use of their IT investments.

Scope of Agreement

This CTSINet Help desk Managed Services Agreement is between Computer Transition Services, Inc. (CTSI) and Hockley County (Client), and defines the relationship between CTSI and Client, as CTSI provides Information Technology management assistance to the Client as defined in the details of this Agreement which follow.

1. Term of Agreement

This Agreement is between Hockley County, herein referred to as Client, and Computer Transition Services, Inc., hereinafter referred to as CTSI, and is effective on **April 1, 2019**. This Agreement shall remain in effect for an initial term of **nine (9)** months.

1.1 Automatic Renewal of Agreement

This Service Agreement automatically renews for subsequent one year terms, beginning on the day immediately following the end of the initial term, unless either party gives the other sixty (60) days advance written notice of its intent not to renew this Agreement.

1.2 Early Termination of Agreement

- a) Early termination due to replacement
 - i. This Service Agreement can be terminated prior to the end of its term, if Client accepts a replacement CTSI Managed Service Agreement. The effective date of the replacement Managed Services Agreement will indicate the end of this Agreement.
- b) Early Client Termination of Agreement "With Cause"
 - i. This Agreement may be terminated by the Client upon sixty (60) days written notice to CTSI, if CTSI:
 - i. Fails to fulfill, in any material respect, its obligations under this Agreement and does not resolve such failure within thirty (30) days of receipt of such written notice.
 - ii. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.
 - iii. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- c) Early Client Termination of Agreement "Without Cause"
 - i. If Client desires to terminate this agreement for any reason other than those stated above, Client agrees to pay CTSI a Client Early Termination Fee as defined below and will provide CTSI with written request to terminate this agreement. The written notice requesting termination and the Client Early Termination Fee must be received by CTSI at least 30 days prior to desired termination date.
 - ii. Client agrees to pay the monthly agreement fee defined in 2. Fees and Payment Schedule (as it may have been adjusted for Client changes or amended) plus applicable tax through the desired termination date, plus;
 - iii. Client Early Termination Fee:
 - i. The Client Early Termination Fee is based on the length of time since this Agreement was executed or became effective, whichever is more recent, and the monthly fee defined with this Agreement in 2. Fees and Payment Schedule plus applicable tax.
 - 1. If the Client requests termination of this Agreement prior to the end of the initial term, the Client Early Termination Fee will be an amount equal to the monthly Agreement fee defined in 2. Fees and Payment Schedule plus applicable tax.
 - 2. If the Client requests termination of this Agreement after it has been in effect for the initial term indicated above, the Client Early Termination Fee will be zero (0).
 - iv. Upon timely receipt by CTSI of both the written Client termination request and the Client Early Termination fee, CTSI will terminate all agreement services, monthly agreement fees, including service priority associated with this agreement, on the requested termination date.

2. Fees and Payment Schedule

Fees for participation in this Agreement will be **\$ 1,877.47 per month** plus applicable tax, invoiced to Client monthly in advance and payment will be due thirty (30) days after the invoice date. In addition to this monthly fee, Client agrees to pay a **one-time Implementation fee of \$ waived** plus applicable tax, (which includes fees for travel time and mileage if located outside of Lubbock.) Services may be suspended if payment is not received within ten (10) days following the due date. Refer to **Appendix A, Appendix B** for details of the services covered and devices included for this monthly Agreement fee.

CTSI's payment terms are "net 30" days from the invoice date. Client will receive a statement after the end of each month showing each unpaid invoice amount due and a total balance due. If payment for the total balance due is not received by the end of the month following, CTSI will add a "finance charge" at the rate of 1.5% per month (or the maximum allowed by law, whichever is less) on the unpaid balance. Client agrees to pay all amounts due, including finance charges, within CTSI's payment terms.

Client understands that if changes in coverage are requested by the Client, such as adding staff members to be covered by this agreement, that the above monthly fee may change and additional one-time setup fees may also apply to implement those changes. If changes are requested which increase the monthly fee or this Help Desk Agreement (such as adding staff) by more than 10%, CTSI will provide client with 30 days advance notice of that monthly fee change.

*It is understood that any and all requested services that fall outside of the terms of this Agreement, as indicated by **Appendix A, Appendix B** will be considered projects and will be billed separately, in addition to these monthly Agreement fees. Client understands that while this agreement is in effect, any hourly services billed to Client by CTSI will be at CTSI's applicable hourly rate.*

3. Automatic Annual Agreement Fee Increase

This Agreement can span multiple years based on the term described in 1. Term of Agreement and 1.1 Automatic Renewal of Agreement.

This Agreement includes an annual rate increase in the monthly fee billed to the Client for the services defined in the Agreement. The increase will occur once each year on the anniversary of this Agreement (see 1. Term of Agreement for the start date of this Agreement.) The increased fee will become the new monthly Agreement fee billed during the 12 months following the anniversary of this Agreement's start date.

The annual increase in the monthly fee associated with this Agreement will be based on the monthly amount billed for this Agreement during the prior year. (See 2. Fees and Payment Schedule for the monthly Agreement fee for the first 12 months of this Agreement.)

To illustrate, the first annual increase will occur one year from the start of this Agreement. Presuming no changes have been made during the 1st year, beginning in the 13th month of the Agreement, the new monthly fee for the services included in this agreement will increase by **\$75.10** for a new monthly amount of **\$1,952.57** plus applicable tax for each month during the second year of the Agreement. This monthly fee will be increased every year by the same percentage on the anniversary of this Agreement.

4. Taxes

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to CTSI for the state of Texas.

5. Coverage

Services listed in **Appendix A** provided on devices listed in **Appendix B** of this agreement will be provided to the Client during CTSI's Normal Business Hours as part of this agreement.

Any CTSI services requested by the Client, other than those specifically indicated in this agreement as being covered by this agreement, will be billed to the Client separately as services are provided.

Neither hardware nor software costs of any kind are included under the terms of this agreement and will be the responsibility of the Client unless specified otherwise in this Agreement.

5.1 Normal Business Hours

Normal Business Hours are defined as the hours of 8:00 am – 5:00 pm, Central Time, Monday through Friday, excluding holidays as observed by CTSI. The holidays observed by CTSI are:

- New Year's Day (January 1)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Eve (December 24)
- Christmas (December 25)

5.2 Support and Escalation

CTSI will respond to Client's trouble tickets and service requests by prioritizing based on the impact to the Client's business operations and Client's participation in CTSINet Management Programs.

Service requests must be submitted to CTSI by Client's designated Contact Person(s) and must be submitted using any of the following methods:

- Via email to Help@ctsinet.com
- Online to our Managed Services Customer Portal website at <https://connect.ctsinet.com/support>
- Or via telephone by calling our Remote Operation Center at 806-793-8961 (or 800-687-2874) and choosing the technical support option

Each service request will be assigned a CTSI service ticket number for tracking. Our escalation process is started when the service ticket is created by any of the above submission processes.

5.3 Service outside CTSI Normal Business Hours

Should it be necessary due to client needs to provide any of the services specified in **Appendix A** and **Appendix B** of this Agreement or any other services requested by the Client during times that are outside of CTSI's Normal Business Hours, those services will be billed to the Client at the After Hours rates or Premium After Hours Rates as defined in **Appendix C**.

If Client calls CTSI outside of normal business hours, CTSI's phone system can redirect Client's call to the After Hours answering service, who will relay Client's request to the On-Call support technician. Client will then receive a call back from that technician to get the details of the request and determine the desired action necessary.

5.4 Service provided in Client's Office is not included

This agreement covers only IT User support services which are provided by CTSI personnel, working from CTSI's facility in Lubbock, Texas during CTSI Normal Business Hours. Any support services provided by CTSI Support Staff in the Client's offices will be billed to Client separately from this Agreement, based on CTSI's applicable hourly rates for those services.

5.4 Limitation of Liability

In no event shall CTSI be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

6. Additional Maintenance and Support (or Project) Services

Services requested by Client which are not covered by this Service Agreement will be billed separately to the Client, in addition to the monthly fee for this Agreement. If Client or CTSI deems it necessary for the requested services, CTSI will prepare a project proposal defining expected products and services required to fulfill that request and the associated costs so that the Client can reach an informed decision before the project is started. CTSI will obtain the Client's authorization before providing any services that fall outside of this agreement which would create additional charges to the client.

Client understands that should any 3rd Party Support Charges be required in order to resolve IT related issues, these 3rd Party Support Charges are not covered by this Agreement and will be billed separately to the Client.

7. Minimum Standards and Requirements

In order for Client's existing environment to qualify for CTSI's Managed Services Programs, certain minimum requirements must be met. **Appendix D** of this Agreement defines the minimum requirements for participation in this CTSINet Management Program. Client's failure to maintain these minimum requirements can result in termination of this agreement.

8. Exclusions

Any services provided by CTSI that are not specifically identified in **Appendix A, Appendix B** will not be covered by this Agreement and will be billed in addition to and separately from this Agreement.

As an illustration, listed below are some examples of services which are not covered by this Agreement. This list is not meant to be a complete list and only includes a few of the more common types of potential IT related products or services which are excluded. Use **Appendix A** and **Appendix B** to determine what services are covered by this Agreement.

- Installation and maintenance of any hardware or software
- Services to perform upgrades to a user device operating system
- Support services provided on Client equipment brought to CTSI offices
- The cost of software, software licenses, software upgrades or software maintenance plans
- The cost of hardware, hardware upgrades or hardware maintenance plans
- The cost of products or services required to bring Client's environment up to the minimum standards identified in **Appendix D**
- The cost of products or services to repair failures of any equipment or software
- Service or repair made necessary by the alteration or modification of equipment other than that authorized by CTSI, including alterations, software installations or modifications of equipment made by Client's employees or vendors
- Programming (modification of software code)
- Training services of any kind
- Remediation or support services provided by CTSI which cannot be performed remotely from CTSI's physical office locations
- Any support services provided to any user which involve a device running a version of an operating system which is no longer supported by its manufacturer (such as Windows XP), can therefore not be covered by this agreement
- Support services provided to the Client's users on issues related to a phone system

Travel expenses, including travel time, vehicle mileage and other related expenses for travel to/from out of town client locations are not covered by this Agreement and will be billed separately as they occur.

Users that are located outside of the United States cannot be included in this Agreement unless identified in **Appendix B**.

The cost of any hardware, parts, software licenses, supplies, shipping or services that might be provided by or obtained by CTSI on behalf of the Client, unless specifically identified in **Appendix A** and **Appendix B**, are not included in this agreement.

CTSI will obtain the Client's authorization before providing any products or services that fall outside of this agreement which would create additional charges to the client.

9. Non-Solicitation of Employees

Client understands that CTSI has made a significant investment in hiring and training outstanding personnel and likewise, CTSI understands that the Client has done the same for the Client's employees. Therefore, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall employ nor solicit for employment, either directly or indirectly (whether as an employee, independent contractor, consultant or otherwise), any person who is a current employee of the other party or who has been employed by the other party, for a period of one (1) year after last date of employment, unless acceptable to both CTSI and Client. Client and CTSI agree that failure to abide by this section will cause financial damage to the other party in an amount equal to at least one (1) year of compensation for the person, based on the rate paid by the first party

10. Confidentiality

- a) *Defined.* For the purposes of this Agreement, Confidential Information means any and all non-public information provided to us by you, including but not limited to your customer data, customer lists, internal documents, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of CTSI, (ii) was developed independently by us, or (iii) is or was lawfully and independently provided to us prior to disclosure by you, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.
- b) *Use.* We will keep your Confidential Information confidential, and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by you in writing, or (ii) as needed to fulfill CTSI's obligations under this Agreement. If we are required to disclose the Confidential Information to any third party as described in part (ii) of the preceding sentence, then we will ensure that such third party is required, by written agreement, to keep the information confidential under terms that are at least as restrictive as those stated in this Section 10.
- c) *Due Care.* We will exercise the same degree of care with respect to the Confidential Information it receives from you as we normally take to safeguard and preserve its own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.
- d) *Compelled Disclosure.* If we are legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, we will immediately notify you in writing of such requirement so that you may seek a protective order or other appropriate remedy and/or waive our compliance with the provisions of this Section 10. We will use its best efforts, at your expense, to obtain or assist you in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, we may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that we have been advised, by written opinion from our counsel, that we are legally compelled to disclose.

11. Miscellaneous

This Agreement shall be governed by the laws of the State of Texas. This agreement constitutes the entire Agreement between Client and CTSI, the details of which are defined in "**Appendix A – Standard Services – Help Desk**", "**Appendix B – Client Items Covered**", "**Appendix C – CTSI Service Rates**", and "**Appendix D – Minimum Standards Required for Services**". The terms and conditions indicated in these appendices shall prevail should there be any variance with the terms and conditions of any order submitted by Client.

CTSI is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

12. Acceptance of Service Agreement

This Service Agreement covers only those services listed in **Appendix A** and **Appendix B**.

By signing below, Client and CTSI agree to abide by the terms set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:
Client

Solution Provider

Hockley County

Computer Transition Services, Inc.

Sharla Baldrige
(Printed name of authorized person signing)

CRAIG G. ALLEY
(Printed name of authorized person signing)

Hockley County Judge
(Title of authorized person signing)

PRESIDENT
(Title of authorized person signing)

Sharla Baldrige
(Signature)

Craig G. Alley
(Signature)

3-27-2019
(Date)

3/27/2019
(Date)

Appendix A – Standard Services – Help Desk Services and Licenses Included for Devices listed in Appendix B

GENERAL:

- Customer Portal - Client access to CTSI service request ticket management website
- Priority Response from CTSI ahead of all non-program client requests
- Remote remediation support services provided by CTSI to the Client for the Users identified in Appendix B, during CTSI business hours.
 - "Remote" means that CTSI's technical support team will provide this support while physically located at CTSI's Remote Operations Center, remote from the Client's user location

CONSULTING:

Annual assistance with IT planning and budgeting

Appendix B – Client Devices Fully Managed

The Standard Services - Help Desk (**Appendix A**) will be provided during CTSI Business Hours for the following:

- Up to **One-Hundred Four** (104) IT users of Windows based workstations at the Client site will be included in this CTSINet Help Desk Program
 - Client's IT Users should be added into CTSI's Client Management System as Contacts under Client's company information so that the source of each service request can be identified and included in the request
 - Client's IT Users will be supported on workstation/laptop devices running Microsoft supported versions of the Windows Operating System or Apple mobile devices

Appendix C – CTSI Service Rates

Standard Hourly Rates – CTSI Normal Business Hours

Presently the standard hourly rates associated with our support roles for service provided during CTSI's normal business hours vary from \$75 to \$199. These rates are subject to change. The standard hourly rates are used to bill the Client for services provided which are not covered by this Agreement.

Every CTSI employee providing IT support services is assigned to one of more than a dozen support roles. The support role of the person providing services is what determines the standard hourly rate for the services provided. Each of these support roles have education, certification and experience requirements which must be completed before a person is eligible to work in that role. As our staff increase their education and certification levels, by completing training and certification exams provided by our manufacturing partners, the person may move into a higher level support role at CTSI. This can impact the hourly rate used for the person's support services, going forward. We work diligently to balance providing a prompt response from a person in an appropriate support role, to minimize the client's support costs for work not covered by this Agreement.

After Hours Services

- All services provided to Client outside of CTSI's Normal Business Hours as indicated below will be billed at 1.5 times CTSI's Standard Hourly Rates
- These After Hours Services will be billed in addition to the monthly Agreement fees.
- After Hours rates apply:
 - Monday – Friday except holidays: 5pm to midnight and 6am to 8am
 - Saturday: 6am to midnight

Premium After-Hours Services

- All services provided to Client outside of CTSI's Normal Business Hours and CTSI's After Hours times are considered Premium After Hours services and will be billed at 2 times CTSI's Standard Hourly Rates.
- These Premium After Hours Services will be billed in addition to the monthly Agreement fees.
- Premium After Hours rates apply:
 - Monday – Saturday: midnight to 6am
 - Holidays: All Times
 - Sunday: All Times

Travel Outside of Lubbock

- Travel and mileage charges to locations outside of the city of Lubbock are not covered by this Agreement.
- When travel outside of the city of Lubbock is required to provide services to the Client, the Client will be billed at ½ the Standard, After Hours, or Premium After Hours rates as applicable, for all travel time, plus mileage at the current federal mileage rate, for travel both to and from the place of service and CTSI's offices.

Appendix D – Minimum Standards

Minimum Standards Required for Services – CTSINet Help Desk

In order for Client's existing environment to qualify for CTSI's Managed Services Programs, certain minimum requirements must be met. The following defines the minimum requirements for participation in this CTSINet Management Program. Services provided by CTSI to bring Client's system(s) up to these standards, if required, are not included in this agreement and will be billed to the client separately.

1. Client will make remote access to Client's IT user systems available to CTSI
2. CTSI has administrative access to the client's devices for purposes of providing IT User support
3. Client must have an outside static IP address assigned to a network device, allowing RDP or VPN access from CTSI's network to the client's network.
4. The latest (no more than 60 days old) Microsoft service packs and critical updates are installed on the covered devices
5. All devices used by IT Users covered by this agreement (see **Appendix B**), their operating system software and their application software (if any) are properly licensed and are currently supported by their respective manufacturers. (Windows XP is no longer supported by Microsoft)
6. The Client's environment must have a current, Vendor-Supported and CTSI approved Antivirus solution with current vendor maintenance protecting all client IT user workstations/laptops and servers
7. The Client's environment must have a licensed, Vendor-Supported and CTSI approved hardware firewall with current vendor maintenance between the internal network and the Internet.
8. It is strongly recommend that hardware and software maintenance plan subscriptions are maintained on all included users' workstation / laptop devices
9. Anti-SPAM services, approved by CTSI, are maintained for all user email addresses
10. Remediation of known User IT issues prior to start of the CTSINet Help Desk Agreement or client's agreement to pay for remediation services in addition to the Agreement fees, for those specific issues identified at the start of this Agreement. (If significant issues are discovered after the start of this Agreement that CTSI feels existed prior to that date, CTSI will notify Client so that remediation can be planned for outside of this Help Desk Agreement.)

Services provided by CTSI to bring Client's system(s) up to these minimum standards are not included in this agreement and will be billed to the Client separately.

Services provided by CTSI on Client devices which do not meet these minimum standards, may be considered as billable services (at CTSI discretion), meaning that they will be billed to the Client separately, in addition to the Agreement monthly fee, even if those services are listed as being included or covered by this Agreement.

Motion by Commissioner Carter, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners' Court approved the Hockley County Lighting project through the Buy Board with Titian LED Lighting Solutions which includes participation in the incentive program through Excel Energy. As per Titan LED Lighting Solutions Order Form recorded below.

TITAN LED

LIGHTING SOLUTIONS

TITAN LED, Inc. - 850 East Covey Lane, Bldg C, Suite 140 - Phoenix, AZ 85024 - (623) 552-7065

ORDER FORM

Bill To (Sold To):

Hockley County
 Judge Sharla Baldrige
 802 Houston Street
 Suite 101
 Levelland, TX 79336
 Phone: (806) 894-6856
 AP: sbaldrige@hockleycounty.org
 Contact: sbaldrige@hockleycounty.org

Ship To:

Hockley County Sheriff Office and Jail
 Judge Sharla Baldrige
 2320 S. St. HWY 385
 Levelland, TX 79336
 Phone: (806) 894-6856
 Contact: sbaldrige@hockleycounty.org

Date

March 26, 2019

Payment Terms

100% Down / 2% MR Discount

Customer PO

n/a

Titan Sales Rep

Matt Mikolay m.mikolay@titanled.net [SG][UR:Y-NAT]

SKU	Description	Qty	Unit Price	Amount
DRIVER-480V-1	480V Driver - 240W, Constant Current, Input: 249-528Vac, Output: 120-343V,, 0-10V Dimmable, UL Wet Location, Type HL Order (1) Driver each for 3 Panels. Order (2) Drivers each for 6 Panels	306	\$45.99	\$14,072.94
32C-HB-2P-56-8-80	Hennessy High Bay, 143W, 80° Optic, 56 Luxeon LED's 5000K, 120-277V, 800mA, Standard 0-10V dimming Polycarbonate Clear Lens, With ACC Technology, UL Damp	242	\$409.99	\$99,217.58
33C-HB-3P-84-7-80	Hennessy High Bay, 183W, 80° Optic, 84 Luxeon LED's 5000K, 120-277V, 700mA, Standard 0-10V dimming Polycarbonate Clear Lens, With ACC Technology, UL Damp	64	\$548.99	\$35,135.36
1400-15D-41K	Household Lamp, 15W, 4100K, 120V, Dimmable, A19 (100W Replacement)	92	\$7.29	\$670.68
17-2CH-DR500-DIM	Driver, 2 Channel, 17W per Channel, 500mA, Constant Current LED Driver, Input: 100-277V. Output: 26-36V, Class 2. Driver supports (2) 4ft Tubes. 0-10V Dimming. With Wire and Connector	126	\$16.79	\$2,115.54
17C-4-17-50K	Hennessy Tube Light, 4 Foot, 17W, Luxeon LED's, 5000K, Polycarbonate CLEAR LENS, 100-277V, SMD, BI-PIN, SINGLE END POWER, (EXTERNAL DRIVER REQUIRED)	380	\$29.39	\$11,168.20
17C-2-12-50K	Hennessy Tube Light, 2 Foot, 12W, Luxeon LED's, 5000K, Polycarbonate CLEAR LENS, 100-277V, SMD, BI-PIN, SINGLE END POWER, (EXTERNAL DRIVER REQUIRED)	43	\$20.25	\$870.75
17-1CH-DR350-ND	Driver, 1 Channel, 12W, 350mA, Constant Current LED Driver, Input: 100-277V. Output: 25-36V, Class 2. Driver supports (1) Tube. Non-Dimmable. With Wire and Connector	43	\$6.99	\$300.57
17-1CH-DR500-ND	Driver, 1 Channel, 17W, 500mA, Constant Current LED Driver, Input: 100-277V. Output: 28-35V, Class 2. Driver supports (1) 4ft Tube. Non-Dimmable. With Wire and Connector	128	\$8.49	\$1,086.72
1400-15D-50K	Household Lamp, 15W, 5000K, 120V, Dimmable, A19, (100W Replacement)	71	\$7.29	\$517.59
12C-MPWP-84-7-5K-T3	Silver Series Wall Pack - 54W, 84 Luxeon LED's, 5000K, 120-277V, Type 3 Optic, 5° Pitch, 700mA Polycarbonate Clear Lens, UL Wet Location	14	\$192.99	\$2,701.86
50-SENSOR-PC	Sensor - Photocell Dark to Light, 105-305V, Instant turn-on, standard 5-10 second turn-off time delay, Non-Dimmable (On/Off), Integrated on Unit	14	\$13.99	\$195.86

SUBMIT ORDERS via Email: orders@titanledus.com

22340

TITAN LED THANKS YOU FOR YOUR BUSINESS!

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TITAN LED

LIGHTING SOLUTIONS

18D-RD6-27-30-40	Recessed Downlight, 5" / 6", 11W, 120V, 100°, Dimmable Color Selectable: 2700K, 3000K, 4000K, 90 CRI, UL Wet IC Rated for Direct Contact with Insulation	40	\$19.29	\$771.60
6-4M-72-7-T3-480	Platinum Shoebox 4, 156W, Type 3 Optic, 72 Luxeon LED's 5700K, 249-528V, 700mA, Standard 0-10V dimming, Polycarbonate Clear Lens	57	\$379.99	\$21,659.43
Powdercoat-WH	Powder Coating High Bay and Shoebox - White Cardinal T012-WH260, White Hammer Semi Gloss	164	\$0.00	\$0.00
3937	Pole Adaptor - 5" Round Pole - Field Install 2 3/8" OD Tenon, TVA5R	25	\$85.99	\$2,149.75
60-2BH-5RO	Bull Horn Adaptor - Holds 2 Shoeboxes, Round Straight Bull Horn, 5" Round adaptor with 10" Sleeve Bullhorn slides directly over a 5" Round Pole	16	\$159.99	\$2,559.84

Comments & Special Instructions

Corporate Production Run Discount 03/29/2019 Total Discount \$69,952

Titan LED Lighting - Buy Board Member

Arena light level 23.2fc Avg.
Warm Up light level 13.5fc Avg.
Recommended 30-40 in Arena

Subtotal	\$195,194.27
Installation	\$49,761.75
Installer	Rowan and West
Tax Rate	0.00%
Sales Tax	\$0.00
Shipping Method	Best Way
Shipping & Handling	\$3,925.00
TOTAL	\$248,881.02

By signing, the customer hereby grants permission to Titan LED, Inc. to process the above order. Customer in good faith is agreeing to purchase the above items.

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Please inspect your shipment for any sign of damage or shortages on receipt of your order. If your shipment appears to be damaged or otherwise does not meet your expectations, immediately advise the delivery person, note the damage on the delivery receipt being signed, contact Titan LED or your Titan LED sales representative. All requests for credit on short or damaged shipments must be submitted within 4 business days of delivery. Claims filed after 4 days will not be honored. Titan LED reserves the right to investigate and deny all such claims at Titan LED's option. Shipment will be fulfilled, or a credit will be issued to buyer within 30 days of a validated claim receipt.

Check box to acknowledge Customer has read and understood Titan LED, Inc. Order Terms & Conditions, available at <http://rsm.awstitan.com/titan/terms>

X *Harry Carter*
Signature

Harry Carter
Printed Name

3-27-2019 Commissioner
Date Title

SUBMIT ORDERS via Email: orders@titanledus.com

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TITAN LED THANKS YOU FOR YOUR BUSINESS!

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VOL. 08 PAGE 094

TITAN LED

LIGHTING SOLUTIONS

TITAN LED, Inc. - 850 East Covey Lane, Bldg C, Suite 140 - Phoenix, AZ 85024 - (623) 552-7065

ORDER FORM

Bill To (Sold To):

Hockley County
 Judge Sharla Baldrige
 802 Houston Street
 Suite 101
 Levelland, TX 79336
 Phone: (806) 894-6856
 AP: sbaldrige@hockleycounty.org
 Contact: sbaldrige@hockleycounty.org

Ship To:

Hockley County
 Judge Sharla Baldrige
 802 Houston Street
 Suite 101
 Levelland, TX 79336
 Phone: (806) 894-6856
 Contact: sbaldrige@hockleycounty.org

Date

March 26, 2019

Payment Terms

100% Down / 2% MR Discount

Customer PO

n/a

Titan Sales Rep

Matt Mikolay m.mikolay@titanled.net [SG][UR:Y-NAT]

SKU	Description	Qty	Unit Price	Amount
28D-4-18-50K-DR	Platinum Tube Light, 4 Foot, 18W, Luxeon LED's, 5000K, Polycarbonate Diffusion Lens, 100-277V, SMD, BI-PIN, Single End Power, External Driver Required.	851	\$23.39	\$19,904.89
17-2CH-DR500-DIM	Driver, 2 Channel, 17W per Channel, 500mA, Constant Current LED Driver, Input: 100-277V. Output: 26-36V, Class 2. Driver supports (2) 4ft Tubes. 0-10V Dimming. With Wire and Connector	340	\$16.79	\$5,708.60
17-3CH-DR500-DIM	Driver, 3 Channel, 17W per Channel, 500mA, Constant Current LED Driver, Input: 100-277V. Output: 26-36V, Class 2. Driver supports (3) 4ft Tubes. 0-10V Dimming. With Wire and Connector	112	\$22.49	\$2,518.88
18-R30-9-50K	R30, 9W, 5000K, Frosted, 120V, 120°, Dimmable	5	\$7.59	\$37.95
50-SENSOR-PC	Sensor - Photocell Dark to Light, 105-305V, Instant turn-on, standard 5-10 second turn-off time delay, Non-Dimmable (On/Off), Integrated on Unit	6	\$16.95	\$101.70
16-SLBR-20W-40K-PC	Titan Certified Security Light, 20W, 4000K, 120V, Diffused Lens, Non-Dimming, UL Wet Rated, Bronze Housing, On-Off Photocell	1	\$69.99	\$69.99
12C-MPWP-84-7-5K-T3	Silver Series Wall Pack - 54W, 84 Luxeon LED's, 5000K, 120-277V, Type 3 Optic, 5° Pitch, 700mA Polycarbonate Clear Lens, UL Wet Location	6	\$192.99	\$1,157.94
28C-4-18-50K-DR	Platinum Tube Light, 4 Foot, 18W, Luxeon LED's, 5000K, Polycarbonate Clear Lens, 100-277V, SMD, BI-PIN, Single End Power, External Driver Required.	177	\$23.39	\$4,140.03
17-1CH-DR500-ND	Driver, 1 Channel, 17W, 500mA, Constant Current LED Driver, Input: 100-277V. Output: 28-35V, Class 2. Driver supports (1) 4ft Tube. Non-Dimmable. With Wire and Connector	60	\$8.49	\$509.40

SUBMIT ORDERS via Email: orders@titanledus.com

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TITAN LED THANKS YOU FOR YOUR BUSINESS!

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VOL. 08 PAGE 095

TITAN LED

LIGHTING SOLUTIONS

Comments & Special Instructions

Corporate Production Run Discount 03/29/2019
 Total Discount \$12,871.00
 Titan LED Lighting - Buy Board Member

Subtotal	\$34,149.38
Installation	\$8,632.25
Installer	Rowan and West
Tax Rate	0.00%
Sales Tax	\$0.00
Shipping Method	Best Way
Shipping & Handling	\$985.00
TOTAL	\$43,766.63

By signing, the customer hereby grants permission to Titan LED, Inc. to process the above order. Customer in good faith is agreeing to purchase the above items.
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Check box to acknowledge Customer has read and understood Titan LED, Inc. Order Terms & Conditions, available at <http://rsm.aws.titan.com/titan/terms>

X Larry Carter
 Signature
Larry Carter
 Printed Name
9-27-2019 Commissioner
 Date Title

SUBMIT ORDERS via Email: orders@titanledus.com

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TITAN LED THANKS YOU FOR YOUR BUSINESS!

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VOL. 68 PAGE 096

TITAN LED

LIGHTING SOLUTIONS

TITAN LED, Inc. - 850 East Covey Lane, Bldg C, Suite 140 - Phoenix, AZ 85024 - (623) 552-7065

ORDER FORM

Bill To (Sold To):

Hockley County
 Judge Sharla Baldrige
 802 Houston Street
 Suite 101
 Levelland , TX 79336
 Phone: (806) 894-6856
 AP: sbaldrige@hockleycounty.org
 Contact: sbaldrige@hockleycounty.org

Ship To:

Hockley County Sheriff Office and Jail
 Judge Sharla Baldrige
 1310 Ave. H
 Levelland , TX 79336
 Phone: (806) 894-6856
 Contact: sbaldrige@hockleycounty.org

Date

March 26, 2019

Payment Terms

100% Down / 2% MR Discount

Customer PO

n/a

Titan Sales Rep

Matt Mikolay m.mikolay@titanled.net [SG][UR:Y-NAT]

SKU	Description	Qty	Unit Price	Amount
28C-4-18-50K-DR	Platinum Tube Light, 4 Foot, 18W, Luxeon LED's, 5000K, Polycarbonate Clear Lens, 100-277V, SMD, BI-PIN, Single End Power, External Driver Required.	532	\$23.39	\$12,443.48
17-2CH-DR500-DIM	Driver, 2 Channel, 17W per Channel, 500mA, Constant Current LED Driver, Input: 100-277V. Output: 26-36V, Class 2. Driver supports (2) 4ft Tubes. 0-10V Dimming. With Wire and Connector	266	\$16.79	\$4,466.14
17C-2-12-50K	Hennessy Tube Light, 2 Foot, 12W, Luxeon LED's, 5000K, Polycarbonate CLEAR LENS, 100-277V, SMD, BI-PIN, SINGLE END POWER, (EXTERNAL DRIVER REQUIRED)	50	\$20.25	\$1,012.50
17-2CH-DR350-DIM	Driver, 2 Channel, 12W per Channel, 350mA, Constant Current LED Driver, Input: 100-277V. Output: 26-36V, Class 2. Driver supports (2) Tubes. Dimmable. With Wire and Connector	25	\$17.29	\$432.25
Lamp Clip - 3/4"	Lamp Mounting Clip - 3/4" - TITAN SUPPLIES (1) CLIP PER 8FT TUBE. THIS IS TO BE ORDERED WHEN MORE ARE NEEDED.	52	\$0.80	\$41.60
50-SENSOR-PC	Sensor - Photocell Dark to Light, 105-305V, Instant turn-on, standard 5-10 second turn-off time delay, Non-Dimmable (On/Off), Integrated on Unit	3	\$13.99	\$41.97
12C-MPWP-84-7-5K-T3	Silver Series Wall Pack - 54W, 84 Luxeon LED's, 5000K, 120-277V, Type 3 Optic, 5° Pitch, 700mA Polycarbonate Clear Lens, UL Wet Location	3	\$192.99	\$578.97

SUBMIT ORDERS via Email: orders@titanledus.com

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TITAN LED THANKS YOU FOR YOUR BUSINESS!

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TITAN LED

LIGHTING SOLUTIONS

Comments & Special Instructions

Corporate Production Run Discount 03/29/2019
 Total Discount \$7,429.00
 Titan LED Lighting - Buy Board Member

Subtotal	\$19,016.91
Installation	\$4,853.63
Installer	Rowan and West
Tax Rate	0.00%
Sales Tax	\$0.00
Shipping Method	Best Way
Shipping & Handling	\$594.29
TOTAL	\$24,464.83

By signing, the customer hereby grants permission to Titan LED, Inc. to process the above order. Customer in good faith is agreeing to purchase the above items.

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Check box to acknowledge Customer has read and understood Titan LED, Inc. Order Terms & Conditions, available at <http://rsm.awstitan.com/titan/terms>

x *Harry Carter*
 Signature
Harry Carter
 Printed Name
4-27-2019 Commission
 Date Title

SUBMIT ORDERS via Email: orders@titanledus.com

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TITAN LED THANKS YOU FOR YOUR BUSINESS!

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TITAN LED

LIGHTING SOLUTIONS

TITAN LED, Inc. - 850 East Covey Lane, Bldg C, Suite 140 - Phoenix, AZ 85024 - (623) 552-7065

ORDER FORM

Bill To (Sold To):

Hockley County
 Judge Sharla Baldrige
 802 Houston Street
 Suite 101
 Levelland, TX 79336
 Phone: (806) 894-6856
 AP: sbaldrige@hockleycounty.org
 Contact: sbaldrige@hockleycounty.org

Ship To:

Hockley County
 Judge Sharla Baldrige
 802 Houston Street
 Suite 101
 Levelland, TX 79336
 Phone: (806) 894-6856
 Contact: sbaldrige@hockleycounty.org

Date

March 26, 2019

Payment Terms

100% Down / 2% MR Discount

Customer PO

n/a

Titan Sales Rep

Matt Mikolay m.mikolay@titanled.net [SG][UR:N]

SKU	Description	Qty	Unit Price	Amount
28C-4-18-50K-DR	Platinum Tube Light, 4 Foot, 18W, Luxeon LED's, 5000K, Polycarbonate Clear Lens, 100-277V, SMD, BI-PIN, Single End Power, External Driver Required.	66	\$23.39	\$1,543.74
17C-2-12-50K	Hennessy Tube Light, 2 Foot, 12W, Luxeon LED's, 5000K, Polycarbonate CLEAR LENS, 100-277V, SMD, BI-PIN, SINGLE END POWER, (EXTERNAL DRIVER REQUIRED)	6	\$20.25	\$121.50
17-2CH-DR350-DIM	Driver, 2 Channel, 12W per Channel, 350mA, Constant Current LED Driver, Input: 100-277V. Output: 26-36V, Class 2. Driver supports (2) Tubes. Dimmable. With Wire and Connector	3	\$17.29	\$51.87
17-2CH-DR500-DIM	Driver, 2 Channel, 17W per Channel, 500mA, Constant Current LED Driver, Input: 100-277V. Output: 26-36V, Class 2. Driver supports (2) 4ft Tubes. 0-10V Dimming. With Wire and Connector	33	\$16.79	\$554.07
Lamp Clip - 3/4"	Lamp Mounting Clip - 3/4" - TITAN SUPPLIES (1) CLIP PER 8FT TUBE. THIS IS TO BE ORDERED WHEN MORE ARE NEEDED.	12	\$0.80	\$9.60

SUBMIT ORDERS via Email: orders@titanledus.com

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TITAN LED THANKS YOU FOR YOUR BUSINESS!

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VOL. 68 PAGE 099

TITAN LED

LIGHTING SOLUTIONS

Comments & Special Instructions

Corporate Production Run Discount 03/29/2019
Total Discount \$672.00
Titan LED Lighting - Buy Board Member

Subtotal	\$2,280.78
Installation	\$499.88
Installer	Rowan and West
Tax Rate	0.00%
Sales Tax	\$0.00
Shipping Method	Best Way
Shipping & Handling	\$74.97
TOTAL	\$2,855.63

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X Jenny Carter
Signature

Jenny Carter
Printed Name

4-27-2019 Commissioner
Date Title

SUBMIT ORDERS via Email: orders@titanledus.com

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TITAN LED THANKS YOU FOR YOUR BUSINESS!

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Motion by Commissioner Thrash, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners' Court approved the Paid Up "No Drill" Oil, Gas and Mineral Lease between Hockley County, the City of Levelland, Texas and Property Research partners concerning minerals owned by the County under East side of labor 4, League 29, Rusk County School land, Hockley County, Texas. As per Paid Up "No Drill" Oil, Gas and Mineral Lease recorded below.



Re: City of Hockley Oil, Gas and Mineral Lease

Judge Baldrige:

First of all, I want to apologize for not getting back to you sooner than this, as I just received a Voicemail stating that you had left numerous messages for me but that I hadn't called you back and I have simply not gotten them, so for that I am truly sorry. As to the subject matter at hand and with the Oil, Gas and Mineral Lease, the lease enclosed was never signed, paid or of course filed because the title on this tract was never proven to be sufficient to pay for the acreage as stated. When I last spoke to the leasing agent about this, as well as the County of Hockley leasing process in June, we were holding these leases because again there was an extremely poor title description situation, as well as some older title that didn't add up. Unfortunately, the agent had to leave our group back in June and due to some health reasons, but in her departure process I also thought that she sent this back to you all so that you could destroy it, as we wanted to basically get this back to you while we were figuring out the title and so that you wouldn't think we were holding it, not paying it, but rather I understood that she was keeping her contacts in City Hall, as well as with the Commissioners in-the-loop on all of this.

In closing, it seems like our communication was not sufficient and for that I am sincerely sorry, but nonetheless, I am returning this to you today "unsigned," so please feel free to destroy it, consider the lands unleased. If and when we figure out how all of the moving parts to title work on this particular tract we will be back in touch, but it is kind of a mess because no one has ever really gotten it right, so it might not be right away.

Thank you and again, my apologies for the confusion on this matter

Property Research Partners, LLC
Justin Holliday, Owner
18235 Bulverde Road, Suite 105-PMB 307
San Antonio, Texas 78259
jholliday@propertyrp.com

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

PAID UP "NO DRILL" OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §
 §
COUNTY OF HOCKLEY §

THIS OIL and GAS LEASE (this "Lease"), made as of March 18, 2019, by and between The City of Levelland, a municipal corporation whose address is Post Office Box 1010, Levelland, Texas 79336 and The County of Hockley whose address is 802 Houston Street, Levelland, Texas 79336, collectively hereinafter referred to as "**Lessor**," and Property Research Partners, LLC, a Limited Liability Company, whose address is 825 West Bitters Road, Suite 205, San Antonio, Texas 78216, hereinafter referred to as "**Lessee**."

WITNESSETH:

1. LEASEHOLD CREATED. Lessor, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, of the royalties herein provided, and of the agreements of Lessee herein contained, and subject to all the other provisions hereof, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring (whether geophysically or by other means), prospecting, developing, drilling, marketing, and mining for and producing oil and/or gas of any nature or kind, along with all hydrocarbon and nonhydrocarbon substances, whether liquid or gaseous, produced in association therewith including sulphur, helium, nitrogen, carbon dioxide and other commercial gases as well as hydrocarbon gases (collectively referred to herein as "**Covered Minerals**"), and marketing or rendering more marketable or more valuable the Covered Minerals, provided that the Lessee shall not have to use the surface of said land for any purpose (said land is hereinafter called the "**Leased Premises**") situated in Hockley County, Texas to wit:

All that certain tract of land out of the East side of Labor Four (4), League 29, Rusk County School Land, Hockley County, Texas, lying east of U. S. Highway 385, formerly known as State Highway 51 and described by metes and bounds as follows:

BEGINNING at a point, said point being the N.E. Corner of Labor (Tract) 4, League 29;

THENCE N 88° 59' W along the N line of Tract 4, 649.4 feet to a point;

THENCE S 41° 43' W 131.0 feet to a point in the State Highway Department east Right of Way line;

THENCE around the arc of a curve to the left of radius 5,669.65 feet, a distance of 626.8 feet to a point, the end of the curve;

THENCE S 14° 25' E 1,388.0 feet to a point in the S line of Labor 4;

THENCE S 88° 59' E along the S line of said Labor 4, 243.9 feet to it's S. E. Corner;

THENCE N 0° 40' E along the S line of said Labor 4, 1,796.6 feet to the PLACE OF BEGINNING.

This Lease also covers and includes, in addition to that above described, if any, contiguous or adjacent to or adjoining the land above described (whether or not such parcels are known to exist by Lessor or Lessee) and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument, (b) as to which Lessor has a preference right of acquisition, or (c) acquired by Lessor after execution of this Lease. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said Leased Premises. For the purpose of determining the amount of any shut-in royalties hereunder, said Leased Premises shall be deemed to be comprised of 23.870 acres, whether it actually comprises more or less. Lessor accepts the bonus as lump sum consideration for this Lease and all rights and options hereunder.

2. TERM. This Lease shall be in force for a primary term of Three (3) years from the date hereof, and for as long thereafter as either: (a) any Covered Minerals are being produced from the Leased Premises or lands pooled, unitized or otherwise combined therewith; or (b) Operations (as hereinafter defined) are being conducted upon the Leased Premises or lands pooled, unitized or otherwise combined therewith with no cessation of more than 90 consecutive days; or (c) this Lease is otherwise maintained in effect pursuant to the provisions hereof. This Lease is a "paid-up" Lease requiring no rentals be paid to Lessor and Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any Operations during the primary term of this Lease. Furthermore, Lessee has the option, but not the obligation, to extend the primary term of this Lease for an additional period of Two (2) years by delivering to the Lessor, on or before the expiration of the primary term, by check or draft of Lessee, an amount equal to \$300.00 per acre of the Leased Premises paid to the Lessor for this Lease, proportionately reduced by (a) the number of acres covered by this Lease that are otherwise being maintained under the terms and conditions set forth herein at the end of the primary term and (b) the number of acres that Lessee decides

in its sole discretion not to include in any such extension. Should this option be exercised as herein provided, it shall be considered for all purposes as though this Lease originally provided for a primary term of Five (5) years.

3. **ROYALTIES.** The royalties shall be free of all taxes, except applicable gross production and severance taxes and shall be paid by Lessee to Lessor as follows:

- A. On oil, 1/4th of that produced and saved from the Leased Premises, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected. Should Lessor elect not to take its oil in kind, then Lessor's part of such oil shall be paid at the market value at the well.
- B. On gas, including casinghead gas or other gaseous substances, produced from said Leased Premises and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of 1/4th of the gas so used or sold, provided that on gas sold at the wells the royalty shall be 1/4th of the amount realized from such sale after deducting the amount used for plant fuel and/or compression; while there is a gas well on the Leased Premises, but gas is not being sold or used, Lessee may pay as royalty, on or before 90 days after the date on which said well is shut in and thereafter at annual intervals, at anytime and from time to time, the sum of \$1.00 per acre per year and if such payment is made or tendered, this Lease shall not terminate and it will be considered that gas is being produced from this Lease in paying quantities. Further, any well drilled to its permitted depth which is a horizontal well, as defined by applicable law or by regulations of the governmental authority which has jurisdiction over such matters, which is not completed because it has not been fractured stimulated, will, nevertheless, be considered a well capable of producing oil or gas for the purpose of continuing this Lease beyond the primary term by the payment of shut-in payments.

4. **OPERATIONS.** Whenever used in this Lease, the word "**Operations**" (unless specified to the contrary) shall mean operations for and any of the following: dirt work, building of roads and locations, drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search of or in an endeavor to obtain, increase or restore and/or market or render marketable or more valuable production of any Covered Minerals.

5. **POOLING.** Lessee shall have the continuing and recurring right, but not the obligation, to pool, unitize or otherwise combine all or any part of the Leased Premises or interest therein with any other lands, leases or interests, as to any or all depths or zones, and as to any or all Covered Minerals, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently explore, develop or operate the Leased Premises, whether or not similar pooling authority exists with respect to such other lands, leases or interests. The unit formed by such pooling for an oil well which is not a horizontal drainhole well shall not exceed 160 acres plus a maximum acreage tolerance of ten percent (10%) and for a gas well or a horizontal drainhole well shall not exceed 640 acres plus a maximum acreage tolerance of ten percent (10%), provided that a larger unit may be formed for an oil well or gas well or horizontal drainhole well as may be permitted by any governmental authority having jurisdiction over such matters. The terms "**oil well**", "**gas well**" and "**horizontal drainhole well**" shall have the meanings defined by applicable law or by regulations of the governmental authority which has jurisdiction over such matters. Lessee may pool, unitize or combine land covered by this Lease or any portions thereof, as above provided as to oil in any one or more strata and as to gas in any one or more strata. Units formed by pooling as to any stratum or strata need not conform in size or area with units formed as to any other stratum or strata, and oil units need not conform as to area with gas units. To exercise its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit, and the effective date of pooling shall be the date of first date of production unless provided otherwise in such declaration. Lessee, wholly at its option, may exercise its authority to pool, unitize or combine either before or after commencing Operations for or completing an oil or gas well on lands lying within a unit and any unit may include, but is not required to include, lands or leases upon which a well producing or capable of producing oil or gas has theretofore been completed, or upon which Operations have theretofore been commenced. Operations anywhere on a unit which includes all or any part of the Leased Premises, regardless of whether such Operations were commenced before or after the execution of this Lease or the instrument designating the pooled unit, shall be treated for all purposes (except the payment of royalties on production from the pooled unit) as if they were Operations on the Leased Premises and references in this Lease to production from or Operations on the Leased Premises shall be deemed to include production from or Operations on any portion of such pooled unit; provided that if after creation of a pooled unit a well is drilled on land within the unit area (other than the Leased Premises) which well is not classified as the type of well for which the unit was created (oil, gas or other minerals as the case may be), such well shall be considered a dry hole for purposes of applying the additional drilling and reworking provisions hereof. If a gas well, on a gas unit, which includes all or a portion of the Leased premises, is reclassified as an oil well, with respect to all lands which are included within the unit (other than the lands on which the well is located), the date of such reclassification shall be considered as the date of cessation of production for purposes of applying the provisions of this Lease covering additional drilling and reworking. The production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this Lease and included in the unit bears to the total gross acreage in the unit, but only to the extent that such proportion of unit production is sold or used off the Leased Premises or lands pooled, unitized or combined therewith by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall, without the joinder of Lessor, have the recurring right, but not the obligation, to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, as may be permitted by the governmental authority having jurisdiction or to conform to any productive acreage determination made by such governmental authority, or court order, or when to do so would, in the judgment of Lessee, promote conservation in the development of Covered Minerals in and under and that may be produced from the Leased Premises. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and the effective date of revision shall be the date of filing unless provided otherwise in such declaration. To the extent any portion of the Leased Premises is included in

or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly, and such adjustment shall be made effective as of the effective date of the revision. Lessee may at any time dissolve any unit formed hereunder by filing a written declaration describing the unit, and the effective date of dissolution shall be the date of filing unless provided otherwise in such declaration. If this Lease now or hereafter covers separate tracts, no pooling, unitization or other combination of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this Lease but Lessee shall nevertheless have the right to pool, unitize or otherwise combine as provided in this Paragraph 5 with consequent allocation of production as herein provided. As used herein, the words "*separate tract*" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the Leased Premises.

6. **OPERATIONS AFTER PRIMARY TERM.** If, after the expiration of the primary term and after any Covered Mineral is produced from the Leased Premises, or lands pooled, unitized or combined therewith, the production thereof should cease from any cause, this Lease shall not terminate if Lessee commences Operations for drilling or reworking within 90 days after the cessation of such production, but shall remain in force and effect so long as such Operations are prosecuted with no cessation of more than 90 consecutive days and if such Operations result in the production of any Covered Mineral, so long thereafter as any Covered Mineral is produced from said Leased Premises, or from lands pooled, unitized or combined therewith.

7. **ANCILLARY RIGHTS.** In exploring for, developing, producing and marketing Covered Minerals, in primary or enhanced recovery, Lessee acknowledges and understands that this Lease does not grant to Lessee the free right of ingress and egress on surface of the Leased Premises or any other ancillary rights other than those specifically outlined in this Lease.

8. **OWNERSHIP CHANGES.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this Lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this Lease then held by each.

9. **WARRANTY OF TITLE.** Lessor hereby warrants and agrees to defend title to the interest conveyed to Lessee hereunder. Lessee, at its option, may pay or discharge any tax, mortgage or lien existing, levied or assessed against the Leased Premises and, in the event that it does so, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties or shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

10. **PAYMENT REDUCTIONS.** If Lessor owns less than the full mineral estate in all or any part of the Leased Premises, payment of royalties and shut-in royalties hereunder shall be reduced proportionately to the amount that Lessor's interest in the Leased Premises bears to the entire mineral estate in the Leased Premises. To the extent any royalty or other payment attributable to the mineral interest covered by this Lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

11. **RELEASE OF LEASE.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this Lease as to a full or undivided interest in all or any portion of the Leased Premises or any depths or zones thereunder, and shall thereafter be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

12. **REGULATION AND DELAY.** Lessee's obligations under the Lease, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells. Notwithstanding the provisions of Paragraph 2, when Operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control (commonly referred to as "*force majeure*"), this Lease shall not terminate because of such prevention or delay and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any terms of this Lease when Operations are so prevented, delayed or interrupted.

13. **BREACH OR DEFAULT.** An alleged breach or default by Lessee of any obligation hereunder or the failure of Lessee to satisfy any condition or limitation contained herein shall not work a forfeiture or termination of this Lease nor cause a termination or reversion of the estate created hereby and shall not be grounds for cancellation

hereof in whole or in part, and no litigation shall be initiated by Lessor with respect to any alleged breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and if Lessee does not dispute the breach, then only if Lessee fails to remedy or commence to remedy the breach or default within such period. In the event Lessee disputes that a breach has occurred and the matter is litigated and there is a final judicial determination that a breach or default has occurred, this Lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. Lessee shall also have such easements on said land as are necessary to conduct Operations on the acreage so retained. Nothing in this Lease or in the relationship created hereby shall be construed to establish a fiduciary relationship, a relationship of trust or confidence or a principal-agent relationship between Lessor and Lessee for any purpose. Lessee's standard of conduct shall be that of a reasonable prudent operator.

14. **EXISTING WELLBORES.** At no additional cost to Lessee, Lessor grants Lessee access to and the right to use, at Lessee's sole election, any existing well(s) and/or wellbore(s) for the purpose of obtaining production of any Covered Mineral on the Leased Premises. Lessee's election to re-enter and use an existing well and/or wellbore shall be considered the same as the drilling of a new well on the Leased Premises. This provision shall not apply to existing fresh water wells on the leased premises. However, nothing contained in this section shall be construed as granting to Lessee the right to use the surface of the Leased Premises.

15. **TOP LEASE.** If at any time within the primary term or any continuation thereof, not including any lease previously granted by Lessor prior to the date of this Lease, if Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease (top lease) covering all or a part of the Leased Premises, prior to accepting such offer, Lessor shall first furnish said offer to Lessee and Lessee shall have the continuing option by meeting any such offer to acquire such top lease. Any such offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the top lease. Lessee shall have 30 days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid 30-day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any top lease granted by Lessor in violation of this provision shall be null and void. Further, in the event that Lessor has previously leased to another any interest in the Leased Premises, this Lease shall be considered a top lease thereto and as said lease terminates or is surrendered, the interest or interests in any Covered Minerals so terminated or surrendered shall become a part of this Lease. In such event, should Lessee's rights hereunder fail to vest, if at all, on or before the 20th anniversary of the date hereof, then said top lease rights in Lessee shall terminate and expire.

16. **MISCELLANEOUS.**

- A. *Entire Agreement.* This Lease represents the entire agreement between Lessor and Lessee with respect to the Leased Premises and supersedes and replaces all prior agreements, both oral and written, between the parties with respect to the Leased Premises. This Lease is not intended to give rise to any implied obligations not otherwise expressly contained in this Lease and any implied covenants not consistent with the express provisions of this Lease are hereby negated and renounced. This Lease may only be amended by a subsequent written instrument executed by Lessor and Lessee.
- B. *Captions.* The captions used in this Lease are solely for the convenience of the parties hereto and shall have no significance, separate and apart, from the terms and provisions of the Lease.
- C. *Severability.* If any term or other provision of this Lease is invalid, illegal or incapable of being enforced under any rule of law, all other conditions and provisions of this Lease shall nevertheless remain in full force and effect.
- D. *Notice.* Unless expressly otherwise provided, all notices provided hereunder shall be deemed properly given to a party when sent by certified mail (return receipt requested) or by overnight courier, with all postage and charges fully prepaid, or by facsimile, to such party at the address heretofore given for such party.
- E. *Counterparts.* This Lease may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- F. *Memorandum.* The full version of this Lease shall not be filed of record by either Lessor or Lessee. The parties agree that a memorandum of this Lease shall instead be filed of record.
- G. *Choice of Law.* THIS LEASE SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (EXCLUSIVE OF ANY PRINCIPLES OF CONFLICTS OF LAWS WHICH WOULD DIRECT APPLICATION OF THE SUBSTANTIVE LAWS OF ANOTHER JURISDICTION).
- H. *Indemnity/Enforcement/Insurance.*
 - (i) Lessee agrees to indemnify, protect and hold Lessor (and surface owner, if different from Lessor) harmless of and from any and all claims, demands, costs, (including but not limited to attorneys' fees) expenses, damages, losses, and causes of action or suits for damages (collectively, "Claims") arising out of injury to persons

(including death) and injury or damage to or loss of any property or improvements arising from or related to any act or omission of Lessee, its agents, employees, servants, contractors or any person acting under its direction or control. Further, neither Lessor nor surface owner shall ever be liable for any Claims based on injury to persons (including death) or property arising out of acts or omissions of Lessee, its agents, employees, servants, contractors, or any person acting under its direction and control on Lessor's property. THE INDEMNIFICATION PROVIDED FOR IN THIS SECTION SHALL BE APPLICABLE WHETHER OR NOT THE CLAIMS IN QUESTION AROSE SOLELY OR IN PART FROM (i) THE ACTIVE, PASSIVE OR CONCURRENT NEGLIGENCE, OR OTHER FAULT OF LESSOR OR (ii) ANY ACTION THAT SUBJECTS LESSOR TO CLAIMS PREMISED IN WHOLE OR IN PART IN STRICT LIABILITY, PROVIDED THAT LESSOR SHALL NOT BE INDEMNIFIED FROM ANY CLAIMS TO THE EXTENT ATTRIBUTABLE TO LESSOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(ii) In the event Lessor, surface owner and/or any royalty owner on or under the leased premises shall resort to a court of law or to arbitration to enforce or interpret any provision, covenant, condition, duty, obligation or commitment, whether expressed or implied, arising out of this agreement, and prevails, then Lessee shall reimburse Lessor, surface owner or royalty owner for all costs, fees and expenses, including reasonable attorneys' fees and expert witness fees incurred in such suit or arbitration. In the event litigation arises out of this lease or operations conducted hereunder in which the Lessor is not a party, but which litigation is settled or compromised out of court, Lessor shall be fully apprised of the terms of such settlement and the considerations involved. This information shall be furnished regardless of whether the parties to such compromise or settlement have stipulated a "confidentiality" clause in reference to such settlement. However, as a condition of the release of such information to Lessor, Lessor shall sign a limited confidentiality agreement.

(iii) Lessee shall ensure that all subcontractors, agents or affiliates of Lessee have adequate insurance coverage for potential liabilities that might arise under this lease.


- I. *Salt Water Disposal.* Salt water produced on other lands may not be disposed of in or on the leased premises without the prior written consent of Lessor.
- J. *No Surface Use.* Lessee agrees that, notwithstanding anything herein to the contrary, it shall not have any right to use the surface of Lessor's land for any purposes, including without limitation, for the drilling, exploring, producing, treating, storing, or transporting of oil or gas. Without limitation of the foregoing, Lessee agrees that it shall not have the right to place pipelines on or under the leased premises without Lessor's prior written consent which consent may be withheld at Lessor's sole discretion. If such consent is granted, such pipeline must be bored under said property without using the surface and shall be buried 3 feet.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

LESSOR:

LESSEE:


PROPERTY RESEARCH PARTNERS, LLC

By: 
Name: Barbara Pinner, Major, City of Levelland

By: _____
Name: Justin Holiday
Title: Managing Member

By: 
Attest: Beth A. Walls, City Secretary, City of Levelland

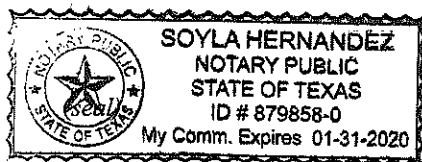
By: 
Name: Sharla Baldrige, Hockley County Judge

By: 
Attest: Jennifer Palermo, Hockley County Clerk

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF HOCKLEY §

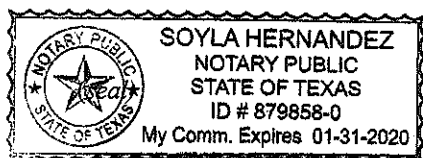
This foregoing instrument was acknowledged before me this 18th day of March 2019, by Barbara Pinner, Major, City of Levelland.



Soyla Hernandez
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF HOCKLEY §

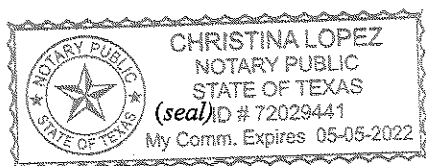
This foregoing instrument was acknowledged before me this 18th day of March 2019, by Beth A. Walls, City Secretary, City of Levelland.



Soyla Hernandez
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF HOCKLEY §

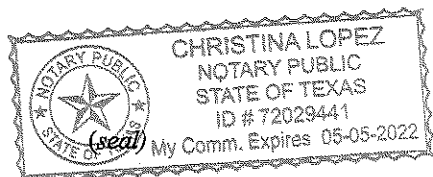
This foregoing instrument was acknowledged before me this 2nd day of April 2019, by Sharla Baldrige, Hockley County Judge.



Christina Lopez
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF HOCKLEY §

This foregoing instrument was acknowledged before me this 1st day of April 2019, by Jennifer Palermo, Hockley County Clerk.



Christina Lopez
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF BEXAR §

This foregoing instrument was acknowledged before me this ____ day of _____ 2019, by Justin Holliday, Managing Member of Property Research Partners, LLC, a Limited Liability Company.

Notary Public, State of Texas

(*seal*)

MEMORANDUM OF PAID UP OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §
 § KNOW BY ALL MEN BY THESE PRESENTS:
COUNTY OF HOCKLEY §

THAT, between The City of Levelland, a municipal corporation whose address is Post Office Box 1010, Levelland, Texas 79336 and The County of Hockley whose address is 802 Houston Street, Levelland, Texas 79336, collectively hereinafter referred to as "*Lessor*," and Property Research Partners, LLC, a Limited Liability Company, whose address is 825 West Bitters Road, Suite 205, San Antonio, TX 78216, hereinafter referred to as "*Lessee*," hereby acknowledge and give notice that Lessor and Lessee have executed and delivered to Lessee a Paid Up Oil, Gas and Mineral Lease (the "*Lease*"), dated and effective as set forth below, under the terms of which Lessor has GRANTED, LEASED AND LET exclusively unto Lessee, for the purpose of investigating, exploring (whether geophysically or by other means), prospecting, developing, drilling, marketing, and mining for and producing oil and/or gas of any nature or kind, along with all hydrocarbon and nonhydrocarbon substances, whether liquid or gaseous, produced in association therewith including sulphur, helium, nitrogen, carbon dioxide and other commercial gases as well as hydrocarbon gases, and granting the other rights and privileges set forth in the Lease, covering all of Lessor's right, title and interest in and to the lands comprised of 23.87 acres, more or less, situated in Hockley County, Texas and being more fully described to wit:

All that certain tract of land out of the East side of Labor Four (4), League 29, Rusk County School Land, Hockley County, Texas, lying east of U. S. Highway 385, formerly known as State Highway 51 and described by metes and bounds as follows:

- BEGINNING at a point, said point being the N.E. Corner of Labor (Tract) 4, League 29;**
- THENCE N 88° 59' W along the N line of Tract 4, 649.4 feet to a point;**
- THENCE S 41° 43' W 131.0 feet to a point in the State Highway Department east Right of Way line;**
- THENCE around the arc of a curve to the left of radius 5,669.65 feet, a distance of 626.8 feet to a point, the end of the curve;**
- THENCE S 14° 25' E 1,388.0 feet to a point in the S line of Labor 4;**
- THENCE S 88° 59' E along the S line of said Labor 4, 243.9 feet to it's S. E. Corner;**
- THENCE N 0° 40' E along the S line of said Labor 4, 1,796.6 feet to the PLACE OF BEGINNING.**

The Lease has been executed and acknowledged by Lessor and Lessee and provides for a term commencing on the effective date hereof and lasting for a primary term of Three years, and for so long thereafter as the Lease is maintained in accordance with the terms and conditions of the Lease. Further, Lessee has the option to extend the term of the Lease for an additional period of Two years. An executed counterpart of the Lease is in the possession of Lessor and Lessee.

The purpose of this Memorandum is to evidence of record the existence of said Lease and Lessor and Lessee have agreed to file this Memorandum in the records of Hockley County, Texas, in lieu of filing said Lease in full in said County.

In executing and recording this Memorandum, Lessor and Lessee agree that they have accepted the Lease and have become bound by all of the terms, conditions, covenants, restrictions and obligations imposed on Lessor and Lessee by the Lease.

IN WITNESS WHEREOF, this instrument is executed on the respective dates of the parties' acknowledgments hereto, but effective for all purposes as of March 18, 2019.

LESSOR:

LESSEE:

PROPERTY RESEARCH PARTNERS, LLC

By: Barbara Pinner
Name: Barbara Pinner, Major, City of Levelland

By: _____
Name: Justin Holiday
Title: Managing Member

By: Beth A. Walls
Attest: Beth A. Walls, City Secretary, City of Levelland

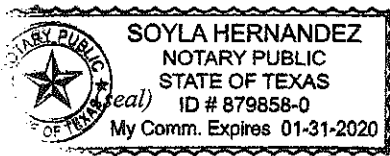
By: Sharla Baldrige
Name: Sharla Baldrige, Hockley County Judge

By: Jennifer Palermo
Attest: Jennifer Palermo, Hockley County Clerk

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF HOCKLEY §

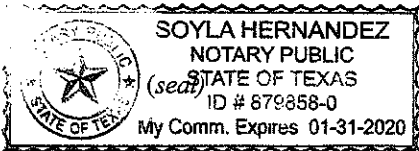
This foregoing instrument was acknowledged before me this 18th day of March 2019, by Barbara Pinner, Major, City of Levelland.



Soyla Hernandez
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF HOCKLEY §

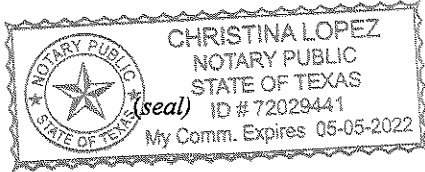
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Soyla Hernandez
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF HOCKLEY §

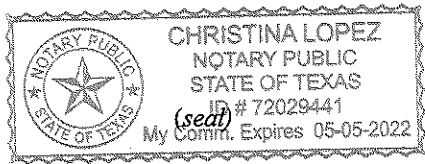
This foregoing instrument was acknowledged before me this 2nd day of April 2019, by Sharla Baldrige, Hockley County Judge.



Christina Lopez
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF HOCKLEY §

This foregoing instrument was acknowledged before me this 1st day of April 2019, by Jennifer Palermo, Hockley County Clerk.



Christina Lopez
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF BEXAR §

This foregoing instrument was acknowledged before me this _____ day of _____ 2019, by Justin Holliday, Managing Member of Property Research Partners, LLC, a Limited Liability Company.

Notary Public, State of Texas

(seal)

**Motion by Commissioner Carter, seconded by Commissioner Thrash, 3 Votes Yes,
0 Votes No, that Commissioners' Court approved Ad valorem Tax refunds in the amount of Six
Thousand Three Hundred and Fourty One dollars (\$6341.00) to International bank of Commerce**

As per Debbie Bramlet Tax Assessor Collector



HOCKLEY COUNTY OFFICE-EXPENSE
PH:806-994-4938 FAX:806-994-6917
802 HOUSTON ST SUITE 306
LEVELLAND, TX 79336-6706

PAY TO THE ORDER OF Inter National Bank of Commerce DATE 3 20 20 19

Dr. Howard Shook hundred forty three and no/100

\$ 6341.00

DOLLARS SIX THOUSAND

THIS CHECK IS DELIVERED FOR PAYMENT OF THE ACCOUNTS LISTED

5-13-19	Part of VEST Temp		
10-20-19	Part of VEST Temp		
11-15-19	Part of VEST Temp		

⑆0000000000⑆ ⑆111321063⑆ ⑆ 659754⑆

11111

99-2108/113

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

The foregoing Minutes of a Commissioner's Court meeting held on the 27th day of March, A. D. 2019, was examined by me and approved.

[Signature]
Commissioner, Precinct No. 1

[Signature]
Commissioner, Precinct No. 3

[Signature]
Commissioner, Precinct No. 2

Absent
Commissioner, Precinct No. 4

Absent
County Judge

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

