

**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 10th day of July, 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 Special Meetings of the Commissioners' Court held on Wednesday, June 19, 2019.
2. Read for approval all monthly bills and claims submitted to the court and dated through July 8, 2019.
3. Hear the monthly Public Assistance Report.
4. Consider and take necessary action to approve the Order for Disbursement of Salaries and Routine Office Expenses.
5. Consider and take necessary action to approve the Addendum to Windstream Service Terms and Conditions.
6. Consider and take necessary action to approve the 2019-2020 Renewal Notice and Benefit Confirmation.
7. Consider and take necessary action to approve the 2019-2020 Vision Plan Election.
8. Hear presentation by Tom Juhnkey between The Department of Information Resources and Hockley County relating to the use of the DIR Shared Services Master Service Agreement.
9. Consider and take necessary action to approve the Interlocal Agreement concerning the Security Elections Assessment.
10. Consider and take necessary action to open sealed bids submitted for cleaning services for the Courthouse, Juvenile Offices, Law Enforcement, Annex, Agri-Life offices and Adult Probation.
11. Consider and take necessary action to award bid for cleaning services for the Courthouse, Juvenile Offices, Law Enforcement, Annex, Agri-Life offices and Adult Probation.
12. Executive/Closed Session -- A closed meeting will be held pursuant to Sections 551.071 and 551.129 of the Texas Government Code (consultation with attorney) for the Commissioners Court to consult with and seek advice from its attorney, as needed, regarding: (1) fire-fighting and other emergency services provided by the County to the public in the unincorporated areas of Hockley County, Texas, including prior, existing, and proposed cooperative relationships for the provision of said services to the public, being matters in which the duty of the attorney to the Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code; and (2) any topic listed on the agenda posted for this meeting.

FILED FOR RECORD
AT _____ O'CLOCK ____ M.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS.

BY: Sharla Baldrige
Sharla Baldrige, Hockley County Judge

JUL 5 2019

Jennifer Palermo
County Clerk, Hockley County, Texas

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 5th day of July, 2019, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 5th day of July, 2019.

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



**SPECIAL MEETING
JULY 10, 2019**

Be it remembered that on this the 10th day of July 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 the following members present to-wit:

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

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 Carter, 4 Votes Yes, 0 Votes No, that the Minutes of a Special Meeting of the Commissioners' Court, held on June 19, 2019, A. D., be approved and stand as read.

Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners Court approved all monthly bills and claims submitted to the court and dated through July 8, 2019. Be approved and stand as read.

Rebecca Currington, Public Assistance Administrator reported her June 2019, Monthly approval and denials request for Public Assistance, as per report recorded below.

Upon recommendation by Rebecca Currington, Public Assistance Administrator, the following list of applicants' requests for public assistance, have been approved or denied for the month of June 2019.

APPROVED APPLICANTS

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>	<u>REQUEST</u>	<u>AMOUNT</u>
Eldora Dancer	701 MLK, #412	Levelland	Shelter	\$150.00

DENIED APPLICANTS

The below listed applicants have been denied their public assistance request for one/more of the following reasons:

- Income of applicant(s) exceeds that of an indigent person, according to the guidelines of the Commissioners' Court of Hockley County, Texas.
- Applicant is in an all adult household in which no one is receiving Social Security due to age or disability.
- Not all money received by household, either income, available funds or contribution, was reported by household.
- Conflict of information regarding either household members or income received.
- No emergency situation exists as loss of job income was not due to illness or layoff.
- Other reason -

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>
Rebecca Taylor	405 Ave. K	Levelland
Rebecca Taylor	405 Ave. K	Levelland

PAUPER CREMATION APPROVALS

<u>APPLICANT / DECEASED</u>	<u>PHYSICAL ADDRESS</u>	<u>CITY</u>	<u>AMOUNT</u>
None			

Motion by Commissioner Thrash, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the Order for Disbursement of Salaries and Routine Office Expenses. . As per Order For Disbursement Of Salaries and Routine Office expenses recorded below.

THE STATE OF TEXAS
COUNTY OF HOCKLEY

ORDER FOR DISBURSEMENT OF SALARIES AND ROUTINE OFFICE EXPENSES


Whereas, Senate Bill 354, 86th Legislative Session effective May 31, 2019, provides that county funds previously budgeted for salaries and authorized office expenses may be disbursed as payment for a salary or routine office expenses; and

Whereas, the Commissioners Court of Hockley County wishes to implement the provisions of this Act; now

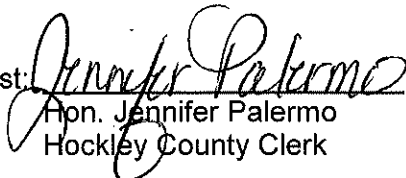
It is hereby ORDERED as follows:

1. County funds previously budgeted for salaries for officers and employees shall be disbursed by the county payroll officer upon submission of all necessary payroll information by the appropriate department head or supervisor;
2. County funds previously budgeted for routine office expenses for utilities, supplies under \$ 27,000.00, equipment, repairs under \$ 50,000.00, and County credit cards when due shall be disbursed upon submission of proper voucher.

Adopted this 10th day of July, 2019 by a vote of 4 ayes
and _____ nays.



Hon. Sharla Baldrige
Hockley County Judge

Attest: 
Hon. Jennifer Palermo
Hockley County Clerk

Motion by Commissioner Carter, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the Addendum to Windstream Service Terms and Conditions. As per Windstream Service Terms and Conditions Addendum recorded below.

WINDSTREAM ENTERPRISE

ADDENDUM TO WINDSTREAM SERVICE TERMS AND CONDITIONS

This Addendum is entered between Windstream and **HOCKLEY, COUNTY OF** ("Customer"), Proposal/Quote ID 1840637, and amends the Windstream Service Terms and Conditions ("Agreement") between Windstream and Customer ("Parties").

The Agreement shall be deemed amended as follows:

RATE STABILIZATION

Windstream and Customer agree that notwithstanding anything to the contrary in the Agreement, during the initial Term of the Agreement, Windstream will not increase Customer's MRCs for the Services being provided under the Agreement (or, in the case of long-distance services, the per minute charge for such Services) by any amount greater than 3% per annual period. The foregoing right shall not apply to changes to, additions of and/or increases in TDM access, all permissible taxes, surcharges, fees and assessments that apply to the Services.

MID-TERM RATE REVIEW

At Customer's request after the first eighteen (18) months of the initial Term of the Agreement, WIN will review the rates charged for the Services and, if appropriate, negotiate with Customer a new rate structure and/or Minimum Monthly Fee ("MMF") commitment; provided, however; that at the time of any adjustment, Customer agrees to either (i) extend the Term of the Agreement for additional twelve (12) months, or (ii) enter into a new Agreement for a term that is at least equal to the initial Term of the original Agreement. Customer agrees and acknowledges that it does not have the right to terminate the Agreement prior to the end of the Initial Term or any subsequent extension thereof in the event that the parties cannot agree to a revised rate structure or, if in the reasonable judgment of WIN, a more favorable rate structure for Customer is not available.

The Agreement noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Agreement.

Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer.

HOCKLEY, COUNTY OF
(Customer)

WINDSTREAM
(and its affiliates)

AUTHORIZED REP.
(PRINTED NAME): Sharla Baldrige
SIGNATURE: Sharla Baldrige
TITLE: Hockley County Judge
DATE: 7-10-2019

AUTHORIZED REP.
(PRINTED NAME): Christine Grosso
SIGNATURE: Christine Grosso
TITLE: Director iSalesi
DATE: 7/12/2019

PROPOSAL SUMMARY

Service Location Listing - Monthly Recurring Charges

Primary Billing Account HOCKLEY COUNTY OF, #171909
Quote # 1840637
Company Representative Miranda Palton Rep ID e0172434
Effective Date 06/20/2019
MMF \$0.00

Location Name & Service Address	Access	Voice	Integrated Voice & Data	Data	Total
HOCKLEY COUNTY OF 802 HOUSTON SUITE 103, LEVELLAND, TX 79336-3706	\$2,275.00	\$484.00	\$155.50	\$79.98	\$2,994.48
SOUTH PLAINS ASSC OF GOVERNMENTS 1310.AVE.H, LEVELLAND, TX 79336		\$27.90	\$311.95		\$339.85
COUNTY OF HOCKLEY 624 AVENUE H, LEVELLAND, TX 79336-4506		\$55.80	\$19.90		\$75.70
HOCKLEY COUNTY CIVIL DEFENSE 802 HOUSTON ST, LEVELLAND, TX 79336-3705		\$27.90	\$9.95		\$37.85
Total	\$2,275.00	\$595.60	\$497.30	\$79.98	\$3,447.88

Customer Name

Customer Name	HOCKLEY COUNTY OF, #171909	Proposal / Quote ID	1840637
Install Street Address	802 HOUSTON SUITE 103	City, State, Zip, Country	LEVELLAND, TX, 79336-3706, USA
Opportunity ID	2023645	Service Order Type	Renewal/Upsell
Contract Term	36	Effective Date	06/20/2019

Bundled Services	Total Qty	Price/Unit	Total Price
------------------	-----------	------------	-------------

Internet Service Bundle

Internet Service	100.0 Mbps	--	Included
DEDICATED INET BANDWIDTH-100M	1	--	Included
Total Services			\$850.00

Internet Service Bundle

Internet Service	500.0 Mbps	--	Included
DEDICATED INET BANDWIDTH-500M	1	--	Included
Total Services			\$1,425.00

DocuSign Envelope ID: 8172638D-B723-4AC0-B460-E956DF1DBB30	Included	Total Qty	Price/Unit	Total Price
Business Class Internet - ILEC				
ILEC DSL Static IP(Block of 4 IP Addr)	--	1	\$15.00	\$15.00
Configuration	--	1	\$39.99	\$39.99
Common Voice Features				
900/976 Block	--	1	\$0.00	\$0.00
Additional Listing	--	3	\$6.00	\$18.00
International Block	--	1	\$0.00	\$0.00
Internet				
ADDITIONAL 4 IP ADDRESSES	--	1	\$0.00	\$0.00
Internet				
ADDITIONAL 8 IP ADDRESSES	--	1	\$20.00	\$20.00
PC Support and Backup				
3 PC Support and Backup 100GB	--	1	\$4.99	\$4.99
Advantage Business Lines				
POTS Lines	--	10	\$10.00	\$100.00
PRI				
PRI Access	--	1	\$350.00	\$350.00
WIN DID Block of 20	--	4	\$4.00	\$16.00
TDM Product				
EAS Manual Trunk	--	1	\$17.50	\$17.50
TDM Product				
OPX ADDITIONAL 1/4 MILE	--	1	\$2.00	\$2.00
TDM Product				
OPX Bridge Lifter	--	1	\$0.50	\$0.50
TDM Product				
Caller ID	--	1	\$11.00	\$11.00
TDM Product				
Billed Number Screening	--	1	\$3.50	\$3.50
TDM Product				
DIRECT IN DIAL TRUNK	--	1	\$38.25	\$38.25
TDM Product				
EAS_ Automatic Trunk	--	1	\$5.00	\$5.00
TDM Product				
EXTENDED AREA SERVICE BUS	--	5	\$2.95	\$14.75
TDM Product				
EXPANDED LOCAL CALLING	--	9	\$7.00	\$63.00
Total Features				\$719.48

	Included	Total Qty	Price/Unit	Total Price
DocuSign Envelope ID: 8172638D-B723-4AC0-B460-E956DF1DBB30				
Access Loop				
Ethernet	--	1	\$0.00	\$0.00
Internet				
Internet Port	--	1	\$0.00	\$0.00
Advantage Business Lines				
1st Line Install	--	1	\$0.00	\$0.00
Additional Line Install	--	1	\$0.00	\$0.00
Service Order Charge	--	1	\$0.00	\$0.00
PRI				
PRI Access	--	1	\$0.00	\$0.00
TDM Product				
Billed Number Screening	--	1	\$0.00	\$0.00
Caller ID	--	1	\$0.00	\$0.00
DIRECT IN DIAL TRUNK	--	1	\$0.00	\$0.00
EAS Manual Trunk	--	1	\$0.00	\$0.00
EAS_ Automatic Trunk	--	1	\$0.00	\$0.00
EXPANDED LOCAL CALLING	--	1	\$0.00	\$0.00
EXTENDED AREA SERVICE BUS	--	1	\$0.00	\$0.00
OPX ADDITIONAL 1/4 MILE	--	1	\$0.00	\$0.00
OPX Bridge Lifter	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$2,994.48
Total Location Non-Recurring Charges	\$0.00

* Rates are subject to change on 30 days notice via bill message on customer's invoice.

** Additional charges apply for all local, long distance and 8XX features, network access charge, router maintenance, CPE maintenance and directory listings. For the current features pricing, go to <https://www.windstream.com/about/legal/Fee-and-Surcharge-Guide>

*** Amounts listed are reasonable approximations based on initial proposal. Actual amounts shall depend on final lease amount set forth in the Customer's Lease Agreement.

‡ Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current tariffed rate. Rates are subject to change on 30 days notice via bill message on customer's invoice.

Customer Name

Customer Name	SOUTH PLAINS ASSC OF GOVERNMENTS, #409138	Proposal / Quote ID	1840637
Install Street Address	1310 AVE H	City, State, Zip, Country	LEVELLAND, TX, 79336, USA
Opportunity ID	2023645	Service Order Type	Renewal/Upsell
Contract Term	36	Effective Date	06/20/2019

	Included	Total Qty	Price/Unit	Total Price
Common Voice Features				
International Block	--	1	\$0.00	\$0.00
900/976 Block	--	1	\$0.00	\$0.00
Advantage Business Lines				
POTS Lines	--	1	\$27.90	\$27.90
TDM Product				
EXTENDED AREA SERVICE	--	1	\$2.95	\$2.95
TDM Product				
IXC 911 SERVICE CHANGE CHANNEL	--	1	\$300.00	\$300.00
TDM Product				
EXPANDED LOCAL CALLING	--	1	\$7.00	\$7.00
TDM Product				
ZONE MILEAGE-OUTSIDE BRA	--	1	\$2.00	\$2.00
Total Features				\$339.85

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Advantage Business Lines				
1st Line Install	--	1	\$0.00	\$0.00
Service Order Charge	--	1	\$0.00	\$0.00
TDM Product				
EXPANDED LOCAL CALLING	--	1	\$0.00	\$0.00
EXTENDED AREA SERVICE	--	1	\$0.00	\$0.00
IXC 911 SERVICE CHANGE CHANNEL	--	1	\$0.00	\$0.00
ZONE MILEAGE-OUTSIDE BRA	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$339.85
Total Location Non-Recurring Charges	\$0.00

Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current tariffed rate. Rates are subject to change on 30 days notice via bill message on customer's invoice.

Customer Name

Customer Name	COUNTY OF HOCKLEY, #204575063	Proposal / Quote ID	1840637
Install Street Address	624 AVENUE H	City, State, Zip, Country	LEVELLAND, TX, 79336-4606, USA
Opportunity ID	2023645	Service Order Type	Renewal/Upsell
Contract Term	36	Effective Date	06/20/2019

	Included	Total Qty	Price/Unit	Total Price
Common Voice Features				
International Block	--	1	\$0.00	\$0.00
900/976 Block	--	1	\$0.00	\$0.00
Other				
EXPANDED LOCAL CALLING	--	2	\$7.00	\$14.00
Other				
EXTENDED AREA SERVICE	--	2	\$2.95	\$5.90
Advantage Business Lines				
POTS Lines	--	2	\$27.90	\$55.80
Total Features				\$75.70

	Included	Total Qty	Price/Unit	Total Price
DocuSign Envelope ID: 8172638D-B723-4AC0-B460-E956DF1DDB30				
Other				
EXPANDED LOCAL CALLING	--	1	\$0.00	\$0.00
EXTENDED AREA SERVICE	--	1	\$0.00	\$0.00
Advantage Business Lines				
1st Line Install	--	1	\$0.00	\$0.00
Additional Line Install	--	1	\$0.00	\$0.00
Service Order Charge	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$75.70
Total Location Non-Recurring Charges	\$0.00

Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current tariffed rate. Rates are subject to change on 30 days notice via bill message on customer's invoice.

Customer Name			
Customer Name	HOCKLEY COUNTY CIVIL DEFENSE, #200160749	Proposal / Quote ID	1840637
Install Street Address	802 HOUSTON ST	City, State, Zip, Country	LEVELLAND, TX, 79336-3705, USA
Opportunity ID	2023645	Service Order Type	Renewal/Upsell
Contract Term	36	Effective Date	06/20/2019

	Included	Total Qty	Price/Unit	Total Price
Common Voice Features				
International Block	--	1	\$0.00	\$0.00
900/976 Block	--	1	\$0.00	\$0.00
Other				
EXTENDED AREA SERVICE	--	1	\$2.95	\$2.95
Other				
EXPANDED LOCAL CALLING	--	1	\$7.00	\$7.00
Advantage Business Lines				
POTS Lines	--	1	\$27.90	\$27.90
Total Features				\$37.85

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Other				
EXPANDED LOCAL CALLING	--	1	\$0.00	\$0.00
EXTENDED AREA SERVICE	--	1	\$0.00	\$0.00
Advantage Business Lines				
1st Line Install	--	1	\$0.00	\$0.00
Service Order Charge	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$37.85
Total Location Non-Recurring Charges	\$0.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$3,447.88
Total Non-Recurring Charges	\$0.00
Minimum Monthly Fee	\$0.00

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions.

CUSTOMER

Signature: Sharla Baldrige
Printed Name: Sharla Baldrige
Title: Hockley County Judge
Date: 7-10-2019

WINDSTREAM

DocuSigned by:
Signature: Christine Grosso
2085B2AAD3384A6...
Printed Name: Christine Grosso
Title: Director iSalesi
Date: 7/12/2019

This offer is voidable by Windstream if not signed and returned to Windstream by 4th day of August, 2019 .

windstream.

WINDSTREAM SERVICE TERMS AND CONDITIONS

Together with any proposal/order, service schedule(s), and any document incorporated by reference herein, these terms ("Agreement") apply to all telecommunications and related services ("Services") provided to Customer by the Windstream affiliate billing Customer ("WIN").

1. **Term and Renewal.** This Agreement is effective on the date identified on the proposal ("Effective Date") and will continue for the term set forth in the proposal from the last date that Services are installed (the "Term"). Upon expiration of the Term, this Agreement will automatically renew for successive one-year terms (each, a "Renewal Term") and WIN reserves the right to increase rates to its then-current rates. If this Agreement is a renewal, it may take one to two billing periods for the rates herein to become effective.
2. **Charges for Services.** Charges are set forth on a proposal or assessed as Services are used by Customer (i.e., features, installation/repair, including after-hours installation, long distance (rounded up to next cent), etc.). Customer is responsible for all permissible taxes, surcharges, fees, and assessments that apply to Services, including how those may change in the future, and regardless of whether such charges are identified in the Agreement. Customer shall pay all charges if WIN or a third party provider is required to extend the demarcation point, delay installation due to Customer, or undertake special construction. **WIN RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES ("MRCs") ON AT LEAST THIRTY (30) DAYS' NOTICE AND OTHER RATES AT ANY TIME.**
3. **Installation.** Customer must provide an environment that is suitable for the Services, including equipment that is compatible with WIN's network. Unless otherwise agreed in writing by WIN, Customer is responsible for obtaining access to Customer's premises for WIN to install Services/perform maintenance and WIN will not enter into any agreements with Customer's landlord or other third parties to obtain same. Customer is solely responsible for disconnecting Services with its current service provider to avoid duplicated charges after Service installation. For fixed wireless Services, unless otherwise agreed in writing by WIN, Customer has the additional material obligations to: (a) obtain "roof rights" and make available all evidence of same to WIN; (b) provide space for WIN equipment at the Service locations, no further than three hundred (300) feet from Customer's router or switch interface; and, (c) provide internal building conduit to allow WIN the ability to rod/rope to the point of demarcation. WIN shall not be liable for any reasonable alterations or necessary work to the Service locations that are required for installation and removal of WIN equipment.
4. **Billing and Payment; Disputes.** Installation occurs and billing at a location begins on the earlier of (i) the date WIN makes Services available to Customer for its use (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) the date that Service would have been available for use by Customer if Customer had fulfilled its obligations required to provision and install the Service. Bills are issued monthly and are late if not paid by the due date reflected on the invoice. Customer is responsible for paying all costs and fees WIN incurs as a result of collecting Customer's unpaid and resolved disputed charges. WIN may choose to bill in full monthly increments with no proration for partial service periods when Service either starts or ends in the middle of a billing cycle. WIN may accept payments marked "payment in full" or being in settlement of any dispute without waiving any rights it has to collect in full. If full payment is not received for undisputed charges in immediately available funds, WIN will add collection and late fees. In certain service areas, paper bills are available only upon request and for a monthly charge. WIN reserves the right to charge a fee for payments made by credit card. To dispute charges, Customer must do so in good faith and deliver to WIN in writing the specific basis for such dispute within sixty (60) days after the date on the invoice or the dispute shall be deemed waived.
5. **Credit and Deposits.** Customer authorizes WIN to ask credit-reporting agencies for Customer's credit information. WIN may either refuse to serve Customer based on such credit information or require Customer to submit an initial security deposit and/or advance payment or if Customer increases Services, is late on payment, or its credit rating changes. Any deposit will be refunded if not applied by WIN to any unpaid amount.
6. **Moves.** If Customer moves, it must provide at least ninety (90) days' advance written notice and pay applicable installation charges and increased monthly service charges for the new location. If WIN cannot serve the new location, cannot install Service at the new location due to Customer's failure to provide enough notice, or Customer terminates due to the move, cancellation charges or liquidated damages pursuant to Sec. 11 shall apply.
7. **WIN-Provided and Owned Equipment; Customer Equipment Compatibility.** Any equipment owned and installed by WIN on Customer's premises remains the property of WIN. Equipment shall remain in good condition and be reasonably protected by Customer from theft and damage, less normal wear and tear. WIN shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse WIN for the cost of any necessary repairs. WIN reserves the right to refuse to perform any installation or repair work and may, when necessary, charge Customer for interior or exterior cable or wiring to complete the installation or repairs at WIN's then current hourly rates. Customer shall provide WIN reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If WIN does not have access to Customer's premises within thirty (30) days after Customer terminates this Agreement, or if WIN requires Customer to return the equipment and Customer does not return the equipment to WIN within thirty (30) days of termination or it is returned damaged (during shipping or otherwise), Customer shall reimburse WIN for the replacement cost of the equipment plus processing and shipping fees, as well as any attorney's fees and costs to collect. Customer's equipment, software, cables or hardware attached to WIN equipment or WIN's network is solely the responsibility of Customer and must be compatible with and not cause any interference on WIN's network.
8. **WIN-Provided Software.** Software and its documentation provided as part of Services and Equipment or otherwise provided by WIN to Customer shall be used by Customer solely as part of the Services and for no other purpose and Customer acknowledges and agrees that the Software is the exclusive property of WIN or a third-party licensor. Customer may be required to provide WIN with evidence that its use of the software is in compliance with this Agreement and/or third-party software licensor's terms. Customer agrees it will not: (i) use or make any copies of the software, or install the software on more than one computer at a time; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, distribute the software or otherwise allow third parties to access to use the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software.

- DocuSign Envelope ID: 8172638D-B723-4AC0-B460-E956DF1DBB30
- telecommunications or any other kind of provider; (c) sending WIN calls that originate from a location other than the local calling area associated with the Customer's service location; or (d) sending WIN large volumes of calls from or to areas that are high-cost (areas with access costs greater than regional Bell operating company access costs) or to a toll-free number. Additionally, no more than ten percent (10%) of Customer's calls may be six (6) seconds or less and/or no more than forty percent (40%) of call attempts may be uncompleted per trunk group and/or DS0/DS0 equivalent. For violations of this Section, WIN may: (w) immediately terminate Services; (x) charge Customer long-distance charges and an additional price per minute; (y) charge Customer any additional amounts necessary to recoup WIN's administrative costs and charges from other carriers; and/or, (z) require Customer to pay for the excessive use immediately and make a deposit.
- a. **Restricted Calling Services.** WIN will restrict international long distance and 900/976 calling functionality ("Restricted Calling Services") from Customer's account originating on the WIN-provided Service and will only restore such functionality upon request by an authorized representative of Customer. In the event Customer requests restoration of such functionality, Customer agrees and acknowledges that it is liable for all charges associated with the Restricted Calling Services dialed from Customer's premises or through the use of Customer's WIN account access and/or calling card codes, regardless of whether such use is: (i) authorized by Customer management, (ii) initiated by Customer employees or third parties, or (iii) constitutes or involves frequent activity of any nature. Customer agrees that WIN assumes no liability of any kind with respect to its providing access to Restricted Calling Services via connections from Customer premises and locations where Customer uses WIN Services. Customer shall indemnify, defend and hold harmless WIN against any and all claims made by the third party provider of Restricted Calling Services. Customer acknowledges that, pursuant to government regulation, failure to make proper payment to third party vendors of Restricted Calling Services could result in suspension or interruption of long distance and/or local services provided by WIN, and WIN assumes no liability of any kind with respect to such potential service suspensions or interruptions.
- b. **HIPAA Compliance.** Customer is responsible for informing WIN in writing if: (i) Customer is a Covered Entity or Business Associate (both as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")); and (ii) Customer Content includes Protected Health Information ("PHI") (as defined in HIPAA). If Customer notifies WIN that it is a Covered Entity or Business Associate and that Customer Content includes PHI, and WIN determines that, based on such notification, it is rendered a Business Associate, then the parties will execute WIN's Business Associate Agreement. If Customer does not so notify WIN, then WIN will have no obligation to provide the Services in compliance with HIPAA.
10. **Termination.** Either party may terminate this Agreement by providing at least forty-five (45) days' notice prior to the end of the initial Term or a Renewal Term, or if the other party is in breach of any material provision of this Agreement and fails to cure within forty-five (45) days after written notice (or after ten (10) days' notice for nonpayment). Customer's right to terminate for breach applies to the affected location and/or Services only. WIN may limit, interrupt, suspend or terminate Services IMMEDIATELY if Customer or others acting through Customer: (a) use the Services in violation of Sec. 9; (b) use the Services in a manner that affects WIN's network or other customers, (c) use the Services fraudulently or unlawfully; (d) use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or, (e) use the Services in a manner that may cause or is causing an imminent and significant operational, financial, or security risk; or, (f) impersonates another person, uses obscene or profane language or is abusive to or harassing WIN representatives and fails to stop such behavior after receiving a written or verbal warning. After termination due to breach, WIN may restore Service if Customer corrects any breach and pays all outstanding amounts owed, including restoration charges. In addition to these termination rights, if WIN determines that providing Services is not economically or technically feasible or because underlying facilities leased from third parties are no longer available to WIN due to legal/regulatory changes, WIN has the right to terminate this Agreement either prior to installation or on sixty (60) days' notice after installation.
11. **Effect of Termination.**
- a. **Pre-Installation-** If Customer terminates this Agreement due to any reason other than WIN's material breach or if WIN terminates this Agreement due to Customer's material breach after the Effective Date but prior to the installation of Service(s), Customer will pay WIN a Pre-Installation Cancellation Charge ("Cancellation Charge") equal to three (3) months of MRCs except that if WIN's costs to other providers are greater than this amount, Customer shall also reimburse WIN for such additional costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by WIN to prepare for installation. The Cancellation Charge set forth in this Section is in lieu of the charges set forth in 11(b).
- b. **Post-Installation-** IF CUSTOMER TERMINATES THIS AGREEMENT OR PART OR ALL SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR WIN'S MATERIAL BREACH OR IF WIN TERMINATES THIS AGREEMENT DUE TO CUSTOMER'S MATERIAL BREACH, CUSTOMER SHALL PAY TO WIN AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE MRCs APPLICABLE TO THE SERVICES THAT WERE TERMINATED MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM EXCEPT THAT IF WIN'S COSTS TO OTHER PROVIDERS ARE GREATER THAN THIS AMOUNT, CUSTOMER SHALL ALSO REIMBURSE WIN FOR SUCH ADDITIONAL COSTS. IF THE CUSTOMER PARTIALLY CANCELS AND HAS A MINIMUM MONTHLY FEE ("MMF"), THEN THE CUSTOMER SHALL CONTINUE TO BE BILLED THE MMF ("LIQUIDATED DAMAGES"). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY WIN.
12. **Limitation of Liability; Indemnity.** FOR PURPOSES OF SECTIONS 12 AND 13, "WIN" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF WIN RESELLS SERVICES. EXCEPT FOR WILLFUL MISCONDUCT, WIN'S LIABILITY FOR SERVICES AND INSTALLATION WILL NOT EXCEED ANY CREDITS OFFERED BY WIN FOR OUTAGES PURSUANT TO WIN'S THEN-EFFECTIVE CREDIT POLICY. IN NO EVENT WILL WIN BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED DUE TO THEFT OR FRAUD OVER THE SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN WIN NOTIFIES CUSTOMER OF INCREASED USAGE. PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT WIN'S LIABILITY AS PROVIDED HEREIN. CUSTOMER INDEMNITY: CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD WIN HARMLESS IF CUSTOMER'S USE OF THE SERVICES CAUSES A THIRD PARTY TO MAKE A CLAIM AGAINST WIN.

DocuSign Envelope ID: 8172638D-B723-4AC0-B460-E956DF1DBB30
HEREIN, SERVICES, EQUIPMENT, AND THE DESIGNATED
CUSTOMER AREA ON WIN'S SERVICES, IF APPLICABLE, ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS
WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR
NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,
WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE INCLUDING, BUT NOT
LIMITED TO, BROADBAND SPEEDS, UNINTERRUPTED OR ERROR-FREE SERVICE, TRANSMISSION QUALITY, AND ACCURACY
OF ANY DIRECTORY LISTINGS. EXCEPT AS EXPRESSLY PROVIDED IN WIN'S PRIVACY POLICY AND BY LAW, WIN HAS NO
OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR
DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY WIN'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL
CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.

14. **Force Majeure.** WIN shall have no liability, including service credits, for any delay or failure to perform caused by any event beyond its reasonable control or during any maintenance periods necessary on WIN's network or equipment, including but not limited to delays or failures caused by third parties' or Customer's actions or failure to act or permit WIN access.
15. **Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution.** THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE SERVICE PUBLICATIONS POSTED AT <http://www.windstream.com/Legal-Notices/>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.windstream.net/customersupport/usersguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.windstream.com/privacy.aspx>; (IV) FOR CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), THE CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES REQUIRED PRIOR TO ACCESSING THEM; AND (V) THIRD PARTY SOFTWARE TERMS, IF APPLICABLE. This Agreement constitutes the parties' entire agreement. In the event of any conflict between the terms of this document and any of the documents incorporated by reference, the terms of this document control followed (in order) by any click-through agreements for applicable Services, the Tariffs and the FCC or state Service Publications, and then the Acceptable Use and Privacy policies
16. **Miscellaneous.** (a) **Signatures and Amendments:** This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. WIN also may execute this Agreement via a verifiable electronic signature. This Agreement may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any WIN employee or agent; (b) **Notices and Electronic Communications:** Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered or mailed to Customer at the address populated on Customer's proposal or to WIN at WIN, Attn: Correspondence Division, 301 N. Main St., Greenville, SC 29601, windstream.business.support@windstream.com or at such other address provided to the other party. Customer disconnection requests must be initiated by accessing the online portal at www.windstreamonline.com, or by calling 1-800-600-5050. Any other means of providing notice of disconnection is void and has no effect, even if actually received by WIN. CUSTOMER AGREES THAT WIN MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING WIN'S SERVICES;
- (c) **Compliance with Laws; Applicable Law:** Each party shall comply with all laws and regulations applicable to this Agreement. This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided or, if provided in multiple states, then Delaware law, both of which shall be without regard to that state's conflict of laws principles; (d) **Waiver of Jury Trial.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT; (e) **Statute of Limitations:** Other than billing disputes subject to shorter time periods in Sec. 4, no claim may be asserted by either party more than two (2) years after the occurrence that is the basis of the claim; (f) **Assignment:** On written notice, either party may assign this Agreement (for WIN, such assignment may be in whole or in part), to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party, but Customer must complete all paperwork necessary to effectuate such assignment or any change in ownership;
- (g) **Third Party Beneficiaries:** No third party shall be deemed a beneficiary of this Agreement; (h) **Waiver:** Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (i) **Severability:** If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (j) **Survival:** Sections 7, 12 and 13 survive after this Agreement ends; (k) **Handwritten Changes:** Handwritten changes are not binding on either party; (l) **Use of Products in U.S.** Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At WIN's request, Customer shall sign written assurances and other export-related documents as may be required for WIN to comply with U.S. export regulations; (m) **Publicity and Confidentiality:** Customer agrees that WIN may publicly disclose that WIN is providing Services to Customer and may include Customer's name in promotional materials and press releases. Except when this Agreement is required to be filed with a governmental authority, this Agreement is confidential and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of WIN.

For Managed CPE Firewall Services only:

Authorization to Perform Testing. Customer grants WIN the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service ("Firewall"). Customer agrees to notify WIN and obtain any third party service provider's ("Host") consent to provide the Firewall on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein and to facilitate any necessary communications and exchanges of information between WIN and Host in connection with the Firewall. Customer agrees to indemnify, defend and hold WIN and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this Section and from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Firewall entails certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Firewall; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

For Managed Network Security Cloud Firewall only:

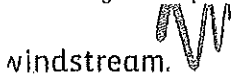
WIN agrees that it will maintain all applicable PCI-DSS requirements to the extent WIN handles, has access to, or otherwise stores, processes, or transmits Customer's cardholder data or sensitive authentication data, or manages Customer's cardholder data environment on behalf of Customer.

Unless stated otherwise in writing by WIN via an addendum to this agreement, any Services or equipment provided by WIN are outside the scope of any security audits performed by Customer or its agents. While WIN Sales representatives can help Customer with incorporating our Services and equipment as component parts of a compliant overall security strategy, WIN makes no representations that its Services or equipment are compliant with industry-specific guidelines, regulations, or laws including, but not limited to, Payment Card Industry Standards, the Health Insurance Portability and Accountability Act, and/or Sarbanes-Oxley.

For OfficeSuite UC® Fax Services only:

The following conditions apply: (i) if a fax line goes over its allotted number of fax pages in a given month, each additional page above the bundle level purchased will be billed at the overage rate per fax page sent or received, as identified within bundle selection. For OfficeSuite® Fax Measured package, each domestic page sent and received will be billed at \$0.065 per page; (ii) international faxing is not supported; (iii) only one (1) email address may be associated with each fax number for sending or receiving; (iv) only one (1) bundle package applies per email address. A bundle limit may not be shared across multiple email addresses; (v) unused fax pages will not rollover to the next month's billing; and (vi) a copy of faxes sent and received will be stored for ninety (90) days in the MyOfficeSuite™ portal and then deleted. It is recommended that Customer download or forward faxes to store locally.

APPLICATION FOR CREDIT



Representative: Miranda Pailton
Representative Phone: 603-206-2307

Customer Name: HOCKLEY COUNTY OF

Tax Exempt Status: _____

Federal Tax ID or SS Number: _____

EMR: \$3,447.88

Billing Address: 802 HOUSTON SUITE 103

Years In Operation: _____

Number Of Employees: _____

City: LEVELLAND

State: TX

Zip: 79336-3706

Business Structure: _____

Nature Of Business: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: Dustin Precure Shirley Penner

AP Contact Name: _____

Contact Phone: (806) 894-9624 6070

AP Contact Phone: _____

Contact Fax: _____

AP Contact Fax: _____

Contact Email: penner@hockleycounty.org

AP Contact Email: _____

Principal/Partner/Officer Full Name: _____

Title: _____

Bank Name: _____

Address: _____

Bank Contact Name: _____

City: _____

Bank Contact Phone: _____

State: _____

Bank Contact Fax: _____

Zip: _____

Account Number: _____

Vendor	Account Number	Phone	Fax	Contact
1. _____	_____	_____	_____	_____

Address: _____

2. _____

Address: _____

3. _____

Address: _____

Current Local Telco: _____ Current LD Carrier: _____

Authorization

Accepted By Customer

I hereby represent that I am authorized to submit this application on behalf of the Customer named above, and the information provided is for the purpose of obtaining credit and is warranted to be true. I/we hereby authorize Company, and its affiliates to investigate the references listed pertaining to my/our credit and financial responsibility sold. I further represent that the customer applying for credit has the financial ability and willingness to pay for all invoices with established terms.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

windstream

Letter of Agency

Contact Name:	Company Name:
Billing Address:	
City, State, Zip:	
Current Carrier:	Order Date:

Authorization to Change Service Provider(s)

On behalf of the Company, I hereby authorized Windstream Communications ("Windstream") and its operating affiliates* listed on Exhibit A to change my Company's provider(s) for the following services from my current telecommunications carrier(s) to Windstream for each of the telephone numbers listed below. Check all applicable services:

<input type="checkbox"/>	Local
<input type="checkbox"/>	Intrastate, IntraLATA Long Distance Service (also known as local toll)
<input type="checkbox"/>	Interstate, InterLATA and International Long Distance

I represent that I am at least eighteen years of age and that I have the authority to change telecommunications carriers for each of the telephone numbers identified below. I understand that I have the right to obtain telecommunications services individually. I also understand that I may designate only one local exchange carrier, one IntraLATA carrier, and one interLATA carrier per telephone number.

I choose Windstream to act as my agent to carry out the change(s) and authorize Windstream to handle on my behalf all arrangements, including ordering, changing, and/or maintaining my service, with my local telephone company(s), interexchange carriers, equipment vendor(s), and consultant (s). By designating Windstream to act as my agent, I do not permit Windstream to change my service to a carrier other than Windstream. I understand, that there may be a fee to change from the Company's current telecommunications carrier(s) to Windstream.

INSTRUCTIONS: LIST ALL APPLICABLE BILLING TELEPHONE NUMBERS OR LIST THE MAIN BILLING TELEPHONE NUMBER BELOW AND ATTACH A DOCUMENT IDENTIFYING ALL ASSOCIATED TELEPHONE NUMBERS SUBJECT TO THIS LOA

Telephone Numbers:

I authorize Windstream to issue all necessary instructions on my behalf and confirm that my preferred provider for the telecommunications service(s) checked above will be changed for the telephone number(s) specified above. This agreement will remain in effect until revoked in writing by the Company.

Company Signature: _____

Date: _____

*Business Telecom of Virginia, Business Telecom, Cavalier Telephone Mid-Atlantic, Cavalier Telephone, Choice One Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New York, Ohio, Pennsylvania, or Rhode Island), Connecticut Broadband, Connecticut Telephone & Communication Systems, Conversent Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, or Vermont), CTC Communications, CTC Communications of Virginia, DeltaCom Business Solutions, DeltaCom, EarthLink Business, EarthLink Carrier, Georgia Windstream, Intellifiber Networks, LDMI Telecommunications, Lightship Telecom, McLeodUSA Telecommunications Services, Nebraska Windstream, Network Telephone, NuVox (Arkansas or Indiana), Oklahoma Windstream, PAETEC Communications of Virginia, PAETEC Communications, Talk America of Virginia, Talk America, Texas Windstream, The Other Phone Company, US LEC Communications, US LEC (of Alabama, Florida, Georgia, Maryland, North Carolina, Pennsylvania, South Carolina, Tennessee, or Virginia), US Xchange (of Illinois, Indiana, Michigan, or Wisconsin), Windstream (Communications Southwest, Accucomm Telecommunications, Alabama, Arkansas, Buffalo Valley, Communications Kerrville, Communications Telecom, Communications, Concord Telephone, Conestoga, D&E Systems, D&E, Direct, EN-TEL, Florida, Georgia Communications, Georgia Telephone, Georgia, Iowa Communications, Iowa-Comm, IT-Comm, KDL, KDL-VA, Kentucky (East or West), Kerrville Long Distance, Lakedale Link, Lakedale, Lexcom Communications, Lexcom Long Distance, Mississippi, Missouri, Montezuma, Northlight, North Carolina, NorthStar, NTL, Windstream of the Midwest, Ohio, Oklahoma, Pennsylvania, South Carolina, Southwest Long Distance, Standard, Sugar Land, Systems of the Midwest, or Western Reserve), or Windstream NuVox (of Indiana, Kansas, Missouri, Ohio, and Oklahoma)



As required by FCC rules, this form is to be completed for any private line or similar services to determine whether the Federal Universal Service Surcharge applies. Please check the appropriate box, complete the required information, and return as directed below.

Private Line Jurisdictional Traffic Certification

Customer Name: Hockley County
Customer Address: 802 Houston St, Ste. 103, Levelland, TX 79336
Contact Person: Shirley Penner, Hockley County Auditor
Contact Person's Telephone Number: 806-894-6070

Customer represents and verifies that:

1. The amount of traffic routed over leased private line circuit(s) or similar type services (circuits, Virtual Private Network (VPN), Virtual LAN Service (VLS), Business Data, TDM, Frame Relay, etc) represent:

Please check one of the boxes below

- Intrastate Services – If the end points of the circuit(s) are in the same state and at least 90% of the traffic stays within the same state the service is considered "intrastate" or if the services are used within a state (excluding internet usage and long distance calls). Example includes: bank connects ATMs to a centralized location and FX lines within the state.
- Interstate services – If the end points of the circuit(s) are in different states or more than 10% of the traffic crosses a state boundary the service is considered "interstate". Example includes: a circuit from a manufacturing plant in one state to a main office in another state.
- Some circuits that the Customer purchases carry 10% or less interstate traffic and some circuits that Customer purchases carry more than 10% interstate traffic. If your circuits are mixed, please provide a list of circuits IDs and whether they are intrastate or interstate. The circuit listing should be sent to wci.regulatory@windstream.com
- The circuits are exempt from federal Universal Service Surcharges ("FUSF Surcharge") because you are a wholesale customer who files your own form 499 report.

2. Customer acknowledges that the Company may in its sole discretion provide a copy of this certification to the Universal Service Administrator, the FCC, or an authorized auditor.

3. Customer acknowledges that the Company's determination of applicability of a FUSF Surcharge will be based upon the information provided by Customer in this Certification. In the event the Company exempts Customer from the payment of the FUSF Surcharges based upon the information, representations and certifications contained in this Certification, and the Company thereafter determines that Customer provided incorrect information, then the Company may bill Customer, and Customer will pay, the FUSF Surcharges that were not billed, plus applicable late fees. Accordingly, if Customer does not provide accurate or timely information to the Company, Customer may be responsible for payment of the FUSF Surcharge. Furthermore, Customer agrees to indemnify and hold harmless the Company from any and all claims arising from any breaches of the information, representations or certifications made hereunder.

4. If, at any time, the Customer's information changes, Customer will notify the Company within thirty (30) calendar days by completing and submitting a new certification form to the Company.

The individual named below is duly authorized by Customer to make the representation and certifications contained herein on behalf of Customer.

CERTIFICATION

I certify that the representations above are true and accurate.

By: Sharla Baldridge
Name (Print): Sharla Baldridge
Title (Print): Hockley County Judge
Date: 7-10-19

Please Return this page to:
Windstream Communications
4001 Rodney Parham Road
Mail Stop: 1170 B1F212-12A
Little Rock, Arkansas 72212
ATTN: PL Certification
OR
Email to: wci.regulatory@windstream.com

Motion by Judge Baldrige, seconded by Commissioner Clevenger, 5 Votes Yes, 0 Votes No, that Commissioners Court approved the 2019-2020 Vision Plan Election. As per Vision Plan Election recorded below.



2019 - 2020 Renewal Notice and Benefit Confirmation

Group: 94527 - Hockley County

Anniversary Date: 10/01/2019

Return to TAC by: 08/02/2019

Please initial and complete each section confirming your group's benefits and fill out the contribution schedule according to your group's funding levels. Fax to 1-512-481-8481 or email to melissal@county.org.

For any plan or funding changes other than those listed below, please contact Melissa Lopez at 1-800-456-5974.

MEDICAL

Medical: Plan 700-G \$30 Copay, \$600 Ded, 90%, \$2400 OOP Max

RX Plan: Option 3A-G \$10/25/40, \$0 Ded

Your % rate increase is: 2.80%

Your payroll deductions for medical benefits are: **Pre Tax**

Tier	Current Rates	New Rates Effective 10/1/2019	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$905.86	\$931.22	\$ 931.22	\$	\$ 175.00
Employee + Child(ren)	\$1,346.52	\$1,384.22	\$ 1,209.22	\$ 175.00	\$ 628.00 N/A
Employee + Spouse	\$1,913.70	\$1,967.28	\$ 1,742.28	\$ 225.00	\$ 400.00
Employee + Family	\$2,354.32	\$2,420.24	\$ 2,145.24	\$ 275.00	\$ 1,664.02 N/A

SB Initial to accept Medical Plan and New Rates.

VOLUNTARY VISION

Voluntary Vision: Plan I

Your % rate increase is: 0.00%

Your payroll deductions for voluntary vision benefits are: **Pre Tax**

Tier	Current Rates	New Rates Effective 10/1/2019	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$6.20	\$6.20	\$6.20	\$	\$6.20
Employee + Child(ren)	\$12.44	\$12.44	\$6.20	\$6.24	\$12.44
Employee + Spouse	\$11.80	\$11.80	\$6.20	\$5.60	\$11.80
Employee + Family	\$18.28	\$18.28	\$6.20	\$12.08	\$18.28

SB Initial to accept Voluntary Vision Plan and New Rates.

LIFE - BASIC

Basic Life Products:
(Rates are per thousand)

Coverage Volume per Employee: \$15,000

	Current Rates	New Rates Effective 10/1/2019	Amount Employer Pays	Amount Employee/ Retiree Pays (if applicable)
Basic Term Life	\$0.199	\$0.199	100%	0%
Basic AD&D	\$0.030	\$0.030	100%	0%

SB Initial to accept New Basic Life Rates.

RETIREE

Please circle one for each benefit that applies.

Your group allows retiree coverage for:

Medical Pre 65 Post 65

SB Initial to confirm.

WAITING PERIOD

Waiting period applies to all benefits.

Employees

0 days - 1st of the month following date of hire but first of the month

Elected Officials

0 days - 1st of the month following date of hire but first of the month

SB Initial to confirm.

COBRA ADMINISTRATION

Please indicate how your group manages COBRA administration:

County/Group processes COBRA on OASYS
*County/Group is responsible for fulfilling COBRA notification process and requirements.

BCBS COBRA Department processes COBRA
*BCBS COBRA Department administers via COBRA contract with the County/Group

SB Initial to confirm COBRA Administration.

PLAN INFORMATION

Broker or Consultant Information

Please confirm your broker or consultant's name, if applicable:

Agency Name _____
Agency Address _____
Number and Street _____
City _____
State _____
Zip _____
Broker
Representative or
Consultant's Name _____
Contact Phone
Number _____
Contact Email
Address _____

SB Initial to confirm Broker or Consultant information

- Please update broker or consultant's information.
- If applicable, broker commissions are included in rates listed on page 1.
- Retirees pay the same premium as active employees regardless of age for medical and dental.
- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- Form must be received by **08/02/2019** in order to avoid additional administrative fees.
- Signature on the following page is required to confirm and accept your group's renewal.

TAC HEBP Member Contact Designation Hockley County

CONTRACTING AUTHORITY

As specified in the Interlocal Participation Agreement, each Member Group hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that TAC HEBP shall NOT be required to contact or provide notices to ANY OTHER person. Further, any notice to, or agreement by, a Member Group's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member Group reserves the right to change its Contracting Authority from time to time by giving written notice to TAC HEBP.

Please list changes and/or corrections below.

Name/Title Shirley Penner/Auditor
Address 802 Houston Street, Suite 103
Levelland, TX 79336-3706
Phone 806-894-6070
Fax 806-894-6917
Email spenner@hockleycounty.org

BILLING CONTACT

Responsible for receiving all invoices relating to HEBP products and services.

Please list changes and/or corrections below.

Name/Title Shirley Penner/Auditor
Address 802 Houston Street, Suite 103
Levelland, TX 79336
Phone 806-894-6070
Fax 806-894-6917
Email spenner@hockleycounty.org


HIPAA Secured Fax

COUNTY REPRESENTATIVE

HEBP's main contact for daily matters pertaining to the health benefits.

Please list changes and/or corrections below.

Name/Title Shirley Penner/Auditor
Address 802 Houston Street, Suite 103
Levelland, TX 79336
Phone 806-894-6070
Fax 806-894-6917
Email spenner@hockleycounty.org


Signature of County Judge or Contracting Authority

Date: 7-22-19

Hon. Sharla Baldrige County Judge

Please PRINT Name and Title

The Texas Association of Counties would like to thank you for your membership in the only all county-owned and county directed Health and Employee Benefits Pool in Texas.

Motion by Commissioner Thrash, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the 2019-2020 Renewal Notice and Benefits Confirmation. As per Renewal Notice and Benefits recorded below.



2019 - 2020 Renewal Notice and Benefit Confirmation

Group: 94527 - Hockley County

Anniversary Date: 10/01/2019

Return to TAC by: 08/02/2019

Please initial and complete each section confirming your group's benefits and fill out the contribution schedule according to your group's funding levels. Fax to 1-512-481-8481 or email to melissal@county.org.

For any plan or funding changes other than those listed below, please contact Melissa Lopez at 1-800-456-5974.

MEDICAL

Medical: Plan 700-G \$30 Copay, \$600 Ded, 90%, \$2400 OOP Max

RX Plan: Option 3A-G \$10/25/40, \$0 Ded

Your % rate increase is: 2.80%

Your payroll deductions for medical benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 10/1/2019	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$905.86	\$931.22	\$ 931.22	\$	\$ 175.00
Employee + Child(ren)	\$1,346.52	\$1,384.22	\$ 1,209.22	\$ 175.00	\$ 628.00 N/A
Employee + Spouse	\$1,913.70	\$1,967.28	\$ 1,742.28	\$ 225.00	\$ 400.00
Employee + Family	\$2,354.32	\$2,420.24	\$ 2,145.24	\$ 275.00	\$ 1,664.02 N/A

SB Initial to accept Medical Plan and New Rates.

VOLUNTARY VISION

Voluntary Vision: Plan I

Your % rate increase is: 0.00%

Your payroll deductions for voluntary vision benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 10/1/2019	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$6.20	\$6.20	\$6.20	\$	\$6.20
Employee + Child(ren)	\$12.44	\$12.44	\$6.20	\$6.24	\$12.44
Employee + Spouse	\$11.80	\$11.80	\$6.20	\$5.60	\$11.80
Employee + Family	\$18.28	\$18.28	\$6.20	\$12.08	\$18.28

SB Initial to accept Voluntary Vision Plan and New Rates.

LIFE - BASIC

Basic Life Products:
(Rates are per thousand)

Coverage Volume per Employee: \$15,000

	Current Rates	New Rates Effective 10/1/2019	Amount Employer Pays	Amount Employee/ Retiree Pays (if applicable)
Basic Term Life	\$0.199	\$0.199	100%	0%
Basic AD&D	\$0.030	\$0.030	100%	0%

SB Initial to accept New Basic Life Rates.

RETIREE

Please circle one for each benefit that applies.

Your group allows retiree coverage for:

Medical Pre 65 Post 65

SB Initial to confirm.

WAITING PERIOD

Waiting period applies to all benefits.

Employees

0 days - 1st of the month following date of hire but first of the month

Elected Officials

0 days - 1st of the month following date of hire but first of the month

SB Initial to confirm.

COBRA ADMINISTRATION

Please indicate how your group manages COBRA administration:

County/Group processes COBRA on OASYS

**County/Group is responsible for fulfilling COBRA notification process and requirements.*

BCBS COBRA Department processes COBRA

**BCBS COBRA Department administers via COBRA contract with the County/Group*

SB Initial to confirm COBRA Administration.

PLAN INFORMATION

Broker or Consultant Information

Please confirm your broker or consultant's name, if applicable:

Agency Name _____

Agency Address _____

Number and Street _____

City _____

State _____

Zip _____

Broker _____

Representative or
Consultant's Name _____

Contact Phone _____

Number _____

Contact Email
Address _____

SB Initial to confirm Broker or Consultant information

- Please update broker or consultant's information.
- If applicable, broker commissions are included in rates listed on page 1.
- Retirees pay the same premium as active employees regardless of age for medical and dental.
- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- Form must be received by 08/02/2019 in order to avoid additional administrative fees.
- Signature on the following page is required to confirm and accept your group's renewal.

TAC HEBP Member Contact Designation Hockley County

CONTRACTING AUTHORITY

As specified in the Interlocal Participation Agreement, each Member Group hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that TAC HEBP shall NOT be required to contact or provide notices to ANY OTHER person. Further, any notice to, or agreement by, a Member Group's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member Group reserves the right to change its Contracting Authority from time to time by giving written notice to TAC HEBP.

Please list changes and/or corrections below.

Name/Title Shirley Penner/Auditor
Address 802 Houston Street, Suite 103
Levelland, TX 79336-3706
Phone 806-894-6070
Fax 806-894-6917
Email spenner@hockleycounty.org

BILLING CONTACT

Responsible for receiving all invoices relating to HEBP products and services.

Please list changes and/or corrections below.

Name/Title Shirley Penner/Auditor
Address 802 Houston Street, Suite 103
Levelland, TX 79336
Phone 806-894-6070
Fax 806-894-6917
Email spenner@hockleycounty.org

HIPAA Secured Fax

COUNTY REPRESENTATIVE

HEBP's main contact for daily matters pertaining to the health benefits.

Please list changes and/or corrections below.

Name/Title Shirley Penner/Auditor
Address 802 Houston Street, Suite 103
Levelland, TX 79336
Phone 806-894-6070
Fax 806-894-6917
Email spenner@hockleycounty.org


Signature of County Judge or Contracting Authority

Date: 7-22-19

Hon. Sharla Baldrige County Judge

Please PRINT Name and Title

The Texas Association of Counties would like to thank you for your membership in the only all county-owned and county directed Health and Employee Benefits Pool in Texas.

Hear presentation by Tom Juhnkey between The Department of Information Resources and Hockley County relating to the use of the DIR Shared Services Master Service Agreement.

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the Interlocal Agreement concerning the Security Elections assessment. As per Interlocal Contract Between The Department of Information Resources And Hockley County recorded below.

DIR Contract No. DIR-SS-ILC0151

**INTERLOCAL CONTRACT
BETWEEN
THE DEPARTMENT OF INFORMATION RESOURCES
AND
HOCKLEY COUNTY
RELATING TO THE USE OF THE DIR SHARED SERVICES MASTER SERVICE
AGREEMENTS**

This Interlocal Contract ("ILC" or "Contract") is entered into by the governmental entities shown above as contracting parties (referred to individually as a "Party" and collectively as the "Parties") pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code. This ILC is created to give effect to the intent and purpose of Subchapter L, Chapter 2054, Texas Government Code, concerning statewide technology centers, specifically sections 2054.376(a)(3), 2054.3771, and 2054.3851.

The entity receiving services under the DIR Shared Services Contracts through this ILC is hereinafter referred to as the "Receiving Entity" or the "DIR Customer."

This ILC authorizes DIR Customer to participate in the Department of Information Resources ("DIR" or "Performing Agency") Shared Services Program. The DIR Shared Services Program includes contracts that have been competitively procured by DIR. All specific services and products are purchased through the DIR Shared Services Program contracts and subject to the processes and terms therein.

DIR's Shared Services Program provides for a Multisourcing Service Integrator (MSI) service provider ("MSI SCP") and various Service Component Providers ("SCP"). The Shared Services Master Service Agreements, as amended, are defined on the Shared Services web page on the DIR website ("DIR Shared Services Contracts") and are incorporated herein. Unless otherwise referenced, the references to Exhibits and Attachments herein are references to Exhibits and Attachments of the DIR Shared Services Contracts.

DIR Customer acknowledges and agrees that this ILC is with DIR and, therefore, DIR Customer does not have privity of contract with the SCPs.

Capitalized terms not defined herein shall have the meaning set forth in the relevant DIR Shared Services Contract.

**SECTION I
CONTRACTING PARTIES**

DIR CUSTOMER: Hockley County

PERFORMING AGENCY: Department of Information Resources

SECTION II STATEMENT OF SERVICES TO BE PERFORMED

2.1 Effect of ILC and General Process

The DIR Shared Services Program offers a variety of services and related support and products. The list of such services is provided through the DIR Shared Services Catalog and the DIR Shared Services portal. Further, SCPs may work with third-party vendors to provide additional services or products within the requirements of the relevant DIR Shared Services Contract.

This ILC describes the rights and responsibilities of the Parties relating to implementation, operation, maintenance, use, payment, and other associated issues by and between DIR Customer and DIR related to the Services to be provided through the DIR Shared Services Contracts. DIR Customer shall receive the Services described in the DIR Shared Services Contracts, subject to the terms of the relevant DIR Shared Services Contracts and this ILC. DIR Customer is only subject to those specific terms to the extent DIR Customer requests services or products through those specific DIR Shared Services Contracts.

The details of specific processes and procedures are contained in the relevant Service Management Manual ("SMM"), developed by the MSI and/or SCPs, approved by DIR, and incorporated herein. The DIR Shared Services Contracts require the MSI and SCPs to develop appropriately documented policies, processes, and procedures and to provide training to DIR Customer personnel where required to ensure effective service interfaces, before approval and adoption of the SMM.

The terms of the relevant DIR Shared Services Contracts will apply to this ILC and will remain in full force and effect except as may be expressly modified by any amendment to the specific DIR Shared Services Contract. Such amendments will automatically apply to this ILC with no further action by the Parties. DIR shall keep DIR Customer generally informed of such amendments and provide the opportunity to provide input to DIR through the Shared Services portal as well as the DIR Shared Services Program Governance structure described below.

2.2 DIR Shared Services Program Process

To obtain Services, DIR Customer shall either order services directly through the MSI Marketplace portal where certain services and pricing are established or request certain services and products through the Request for Services process. This process is detailed in the relevant SMM for each SCP. SCP(s) will respond with a proposal, including the proposed solution or service, estimated cost or other financial obligations, if any, and any other relevant program-specific terms and conditions related to the services provided for in response to the Request for Service. DIR Customer may accept or decline those terms and services at that time. The final DIR Customer approved technical solution, financial solution, and related terms are contractually binding terms that incorporate the terms of

this ILC and the relevant Shared Services Contract(s). Later termination of a Service or solution after an original approval or any pre-payment, may result in additional cost to the DIR Customer and may not allow for any refund of payments already made.

2.3 Change Orders and Change Control

In accordance with the relevant SMM and Shared Services Contract requirements, DIR Customer will coordinate with the MSI and/or SCP for all change requests. Change Control processes and authority may vary between DIR Shared Services Contracts as it relates to the rights of Customers to request changes. Further, Change Control does not allow DIR Customers to alter terms and conditions of the DIR Shared Services Contracts.

SECTION III DIR CUSTOMER PARTICIPATION

3.1 General Shared Services Governance

Governance of the DIR Shared Services Program is based on an owner-operator approach in which DIR Customers, in the role of operator, actively work with all SCPs to resolve local operational issues and participate in committees to address enterprise matters. Enterprise-level decisions, DIR Customer issues, and resolution of escalated DIR Customer-specific issues are carried out by standing governance committees, organized by subject area and comprised of representatives from DIR Customers, DIR management, SCP management, MSI management, and subject-matter experts. DIR Customers are structured into partner groups that select representatives to participate in these committees. DIR Customer shall participate within this Governance structure as described above and within the relevant SMM(s) ("Shared Services Governance").

3.2 DIR Customer and SCP Interaction and Issue Escalation

In accordance with the relevant SMM(s), DIR Customer shall interface with SCPs on the performance of "day-to-day" operations, including work practices requiring SCP and DIR Customer interaction, issues resolution, training, planning/coordination, and "sign-off." All issues are intended to be resolved at the lowest level possible. In those instances where it becomes necessary, the following escalation path is utilized. If DIR Customer is not able to resolve an issue directly with SCP staff, DIR customer escalates the issue to SCP management. If the issue cannot be resolved by SCP management, DIR Customer escalates to DIR. If the issue cannot be resolved by DIR, DIR Customer escalates to the appropriate DIR Shared Services Program Governance committee.

3.3 DIR Customer Specific Laws

Per the Compliance with Laws section of the DIR Shared Services Contracts, DIR Customer shall notify DIR, in writing, of all DIR Customer-specific laws ("DIR Customer-Specific Laws"), other than SCP Laws, that pertain to any part of DIR Customer's business that is supported by SCPs under the DIR Shared Services Contracts, and DIR

will notify SCPs, in writing, of such DIR Customer-Specific Laws. The Parties intend that such DIR Customer-Specific Laws will be identified and included in the portion of the SMM specific to DIR Customer. DIR Customer shall use commercially reasonable efforts to notify DIR, in writing, of any changes to DIR Customer-Specific Laws that may, in any way, impact the performance, provision, receipt and use of Services under the DIR Shared Services Contracts. DIR shall advise SCPs of such change and require that any changes to DIR Customer-Specific Laws are identified and included in the SMM. If necessary to facilitate DIR compliance with the requirements of the DIR Shared Services Contracts, DIR Customer shall provide written interpretation to DIR of any DIR Customer-Specific Law.

3.4 DIR Customer responsibilities

Where appropriate, DIR Customer shall support the following:

- (a) Software currency standards are established for the Shared Services environment through the owner operator governance model. DIR Customers will be engaged in approval of these standards and the development of technology roadmaps that employ these software currency standards. DIR Customers are expected to remediate applications in order to comply with the standards
- (b) Technology standards (e.g. server naming standards, reference hardware architectures, operating system platforms) are established through Shared Services Governance. DIR Customers will adhere to these standards. Any exceptions will follow governance request processes.
- (c) DIR Customer shall ensure network connectivity and sufficient bandwidth to meet DIR Customer's needs.
- (d) DIR Customers will collaborate with SCPs to establish and leverage standard, regular change windows to support changes to enterprise systems. These change windows will be constructed to support varying degrees of service impact, from planned down-time to no service impact. Standard enterprise changes during these windows may affect all systems in one or more of the consolidated data centers simultaneously.
- (e) DIR Customers will support the consolidation of commodity services into shared enterprise solutions that leverage common management and configuration practices delivered by the service providers. Examples of such commodity services are SMTP mail relay and DNS management.
- (f) DIR Customers will support and align with standard enterprise Service Responsibilities Matrixes and associated processes for obtaining an exception or making improvements to the standard enterprise Service Responsibility Matrixes.

3.5 DIR Customer Equipment and Facilities

Any use by SCPs of DIR Customer Equipment and/or Facilities shall be limited to the purpose of fulfilling the requirements of this ILC or the DIR Shared Services Contracts.

DIR Customer will retain ownership of DIR Customer Equipment. DIR Customer shall comply with DIR refresh policies, as amended from time to time by DIR.

3.6 DIR Customer Contracts, Leases, and Software with Third Parties

DIR Customer will make available for use or use its best efforts to cause to be made available for use by DIR and/or SCPs the DIR Customer Contracts and Leases with third parties ("DIR Customer Third Party Contracts and Leases") and DIR Customer third party software ("DIR Customer-Licensed Third Party Software") that pertain to the Shared Services. Any use by DIR and/or SCPs of DIR Customer Third Party Contracts and Leases and/or DIR Customer-Licensed Third Party Software shall be limited to fulfilling the requirements of this ILC or the DIR Shared Services Contracts.

SCPs shall obtain all Required Consents in accordance with DIR Shared Services Contracts. DIR Customer will use its best efforts to assist SCPs to obtain from each Third Party Software licensor the right to use the DIR Customer-Licensed Third Party Software for Services provided under the DIR Shared Services Contracts. Except to the extent expressly provided otherwise and in accordance with the DIR Shared Services Contracts, SCPs shall pay all transfer, re-licensing, termination charges and other costs or expenses associated with obtaining any Required Consents or obtaining any licenses or agreements as to which SCPs are unable to obtain such Required Consents. If requested by DIR, DIR Customer shall cooperate with SCPs in obtaining the Required Consents by executing appropriate DIR approved written communications and other documents prepared or provided by SCPs.

3.7 Security

DIR Customer shall comply with recommended relevant security standards and relevant SCP security guides, as amended from time to time by DIR, the MSI, or the SCP. DIR Customer shall inform DIR as to any DIR Customer specific security considerations.

DIR Customer acknowledges that any failure on its part to follow recommended security standards, policies, and procedures may place its own data and operations at risk as well as those of SCP(s) and other governmental entities. DIR Customer accepts the related potential risks and liabilities that are created by DIR Customer's failure to comply with the recommendations if it is determined such recommendations would have prevented an issue. DIR accepts no responsibility for the risk or liability incurred due to a DIR Customer's decision to not follow DIR's recommendations. SCP will not be liable for violations of security policies and procedures by DIR Customer. Additionally, failure to comply with security standards, policies, and procedures may lead to the suspension or

DIR Contract No. DIR-SS-ILC0151

termination of the availability of certain Applications and services. SCP will give DIR and the DIR Customer notification of non-compliance.

SECTION IV CONTRACT AMOUNT

In accordance with terms of the DIR Shared Services Contracts, including all relevant pricing and accepted Request for Services proposals, and this ILC, DIR Customer shall be responsible for and agrees to pay DIR the applicable Charges for Services received from the SCPs and the MSI, Services DIR Customer agrees to pre-pay, the DIR recovery fees, any allocated charges, and any Pass Through Expenses incurred by DIR or SCPs on behalf of DIR Customer. The applicable fees are set out in the relevant DIR Shared Services Contracts as incorporated herein and, if applicable, specifically addressed in response to any Request for Services. Certain pricing is based upon DIR Customer's specific consumption; therefore, DIR Customer controls the amounts and duration of the contract amounts. It is understood and agreed that amounts are subject to change depending upon Services required and/or requested and approved and further dependent upon legislative direction and appropriations available for such Services.

Attachment A provides the estimated spend for services as approved by DIR Customer. This form may be revised and updated by DIR Customer as needed without a formal amendment from DIR by DIR Customer submitting to DIR an updated form. DIR Customer must adhere to its own policies and processes for authorizing an adjustment to such amounts internally. DIR Customer is solely responsible for monitoring compliance with Attachment A and to communicate any changes to Attachment A to DIR. DIR shall not be responsible for monitoring or ensuring such compliance.

SECTION V PAYMENT FOR SERVICES

DIR shall electronically invoice DIR Customer for Services on a monthly basis. Each invoice shall include the applicable monthly charges for Services received from the SCPs, the DIR recovery fees, all allocated charges, and any Pass-Through Expenses incurred by DIR or SCPs on behalf of DIR Customer in accordance with the DIR Shared Services Contracts.

The DIR recovery fees shall be reviewed at least annually in accordance with the requirements for billed statewide central services as set forth in OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments (as updated, revised or restated) and other applicable statutes, rules, regulations and guidelines. DIR shall retain documentation for the DIR recovery fees. DIR fees are also determined and reported in accordance with DIR processes and sections 2054.0345-0346 of the Texas Government Code.

DIR Contract No. DIR-SS-ILC0151

Each invoice shall include sufficient detail for DIR Customer to allocate costs to all federal and state programs in accordance with the relative benefits received and to make federal claims according to the federal cost plan of DIR Customer.

In order to allow DIR to meet the statutory payment requirements in Chapter 2251, Texas Government Code, DIR Customer shall make monthly payments by check or Electronic Funds Transfer (EFT) within twenty (20) days following receipt of each invoice from DIR. For purposes of determination of the payment due date, DIR and DIR Customer shall use the date when the invoice is electronically transmitted by DIR to DIR Customer and posted on the chargeback system along with reports that substantiate the service volumes and associated charges. Although cash flow considerations require timely payments as required herein, the rights of DIR Customer and DIR to dispute charges shall be consistent with Texas law.

The MSI SCP is required to develop and maintain a chargeback system. DIR shall coordinate requirements and functionality for the chargeback system with DIR Customer needs and requirements under federal and state requirements for invoiced charges generated through the system. DIR Customer shall utilize this chargeback system to link the designated measurable activity indicators (such as applications or print jobs) with the appropriate financial coding streams. DIR Customer shall update this information monthly, or at such other intervals as are necessary, to enable the MSI SCP to generate accurate invoices reflecting the appropriate distribution of costs as designated by DIR Customer.

DIR Customer is liable for all costs and expenses associated with providing Services under the ILC to the extent such costs and expenses have been incurred by DIR and such Services have been provided to DIR Customer or DIR Customer agrees to pay for such Services prior to receiving them.

Except as allowed in Texas Government Code, Chapter 2251, DIR Customer shall have no right to set off, withhold or otherwise reduce payment on an invoice. In accordance with Texas Government Code, Section 791.015, to ensure enforceability of payment obligations, DIR Customer consents to DIR presenting this ILC and all unpaid invoices to the alternate dispute resolution process, as set forth in Chapter 2009, Texas Government Code. Provided, however, that such consent shall not constitute an agreement or stipulation that Services have been provided or that the invoices are correct. DIR Customer expressly retains all rights to which it is entitled under Texas Government Code, Chapter 2251, in the event of a disagreement with DIR as to whether Services have been provided and accepted or an invoice contains an error.

If DIR Customer disputes an invoice, it shall present the billing dispute in writing directly to the MSI through the Service Catalog within four (4) invoice cycles after the date DIR Customer receives the invoice and reports that substantiate the service volumes and associated Charges from DIR. DIR Customer will provide to the MSI all relevant documentation to justify the billing dispute.

**SECTION VI
TERM AND TERMINATION OF CONTRACT AND SERVICES**

6.1 Term and Termination of ILC

The term of this ILC shall commence upon start of services or execution of this ILC, whichever shall come earlier, and shall terminate upon mutual agreement of the Parties.

This ILC is contingent on the continued appropriation of sufficient funds to pay the amounts specified in DIR Customer's Requests for Services, including the continued availability of sufficient relevant federal funds if applicable. Continuation of the ILC is also contingent on the continued statutory authority of the Parties to contract for the Services. If this ILC is terminated for any reason other than lack of sufficient funds, lack of statutory authority, or material breach by DIR, DIR Customer shall pay DIR an amount sufficient to reimburse DIR for any termination charges and any termination assistance charges incurred under the DIR Shared Services Contracts and this ILC as a result of such termination by DIR Customer. DIR Customer shall provide at least ninety (90) days' written notice to DIR prior to termination. Payment of such compensation by DIR Customer to DIR shall be a condition precedent to DIR Customer's termination.

DIR and DIR Customer acknowledge and agree that compliance with federal law and ongoing cooperation with federal authorities concerning the expenditure of federal funds in connection with the DIR Shared Services Contracts and this ILC are essential to the continued receipt of any relevant federal funds.

6.2 Termination of Services

If DIR Customer terminates certain Services, that it requested and approved, for convenience, DIR Customer shall pay the remaining requisite unrecovered costs that have already been incurred prior to the notice of termination, such unrecovered costs will be calculated in accordance with the relevant Shared Services Contract, SMM, or the approved services proposal and related terms. DIR Customer understands that it may not be able to terminate services or receive any refund of a pre-payment after approving the relevant financial solution.

**SECTION VII
MISCELLANEOUS PROVISIONS**

7.1 Public Information Act Requests

Under Chapter 552, Texas Government Code (the Public Information Act), information held by SCPs in connection with the DIR Shared Services Contracts is information collected, assembled, and maintained for DIR. DIR shall respond to Public Information Act requests for SCP information. If DIR Customer receives a Public Information Act request for SCP information that DIR Customer possesses, DIR Customer shall respond

to the request as it relates to the information held by DIR Customer. Responses to requests for confidential information shall be handled in accordance with the provisions of the Public Information Act relating to Attorney General Decisions. Neither Party is authorized to receive or respond to Public Information Act requests on behalf of the other. If SCP or DIR receives a Public Information Act request for information or data owned by DIR Customer, DIR or SCP will refer the requestor to DIR Customer.

7.2 Inventory Control

DIR shall coordinate financial accounting and control processes between DIR Customer and SCPs and ensure inclusion of reasonable control and reporting mechanisms, including any control and reporting mechanisms specifically required by DIR Customer, in the Service Management Manual. Such procedures shall specifically recognize DIR Customer requirements for inventory control and accounting for state owned and leased equipment and facilities, including hardware, software, contracts, and other items of value that may be utilized by, or authorized for use under the direction and control of SCPs.

7.3 Confidential Information

DIR shall require SCPs to maintain the confidentiality of DIR Customer information to the same extent that DIR Customer is required to maintain the confidentiality of the information, and with the same degree of care SCPs use to protect their own confidential information. DIR acknowledges that DIR Customer may be legally prohibited from disclosing or allowing access to certain confidential data in its possession to any third party, including DIR and SCPs. The relevant SMM shall document detailed confidentiality procedures, including the process DIR Customer shall follow to identify confidential information it is legally prohibited from disclosing or allowing access to by DIR and SCPs and including confidentiality procedures required that are specific to DIR Customer. The DIR Shared Services Contracts sets forth the confidentiality obligations of SCPs.

DIR Customer shall notify DIR, in writing, (1) if DIR Customer is a covered entity subject to the Health Insurance Portability and Accountability Act (HIPAA) privacy regulations at 45 Code of Federal Regulations Parts 160 and 164, that is required to enter into a business associate agreement with DIR or SCPs; (2) if DIR Customer receives Federal tax returns or return information; and (3) if DIR Customer is subject to any other requirements specific to the provision of Services. If DIR Customer receives federal tax returns or return information, then DIR Customer must comply with the requirement of IRS Publication 1075 and Exhibit 7 to IRS Publication 1075. In the event a DIR customer is subject to additional requirement as mentioned in this section, DIR shall require SCPs to maintain the confidentiality of DIR Customer information in accordance with language included in Attachment B of this agreement. Such additional requirements as is included in Attachment B of this agreement shall be included in the relevant SMM.

7.4 Notification Information

Contact information for purposes of notification for each Party is set forth below.

DIR Customer's Primary Contact

Name: Cheryl Smart
Title: Elections Administrator
Address: 624 Ave H Ste 103 Levelland, TX 79336
Telephone: 806-894-1105
Email: csmart@hockleycounty.org

DIR's Primary Contact

sharedservicescontractoffice@dir.texas.gov

The DIR Billing Contact is listed in the DIR Contacts section of the monthly Shared Services Payment Guidance letter, which is provided to the DIR Customer with the monthly Shared Services Invoice.

7.5 Binding Effect

The Parties hereto bind themselves to the faithful performance of their respective obligations under this ILC.

7.6 Amendments

This ILC may not be amended except by written document signed by the Parties hereto or as specified within this ILC or the attachment being amended.

7.7 Conflicts between Agreements

If the terms of this Contract conflict with the terms of any other contract between the Parties, the most recent contract shall prevail. This Contract provides a general description of certain terms within the DIR Shared Services Contracts. If the terms of this Contract conflict with the terms of the DIR Shared Services Contracts, the DIR Shared Services Contracts' terms shall prevail. If the terms of this Contract conflict with the terms of an accepted proposal or solution from a Request for Services, this Contract shall prevail.

7.8 Responsibilities of the Parties

The Parties shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the ILC. The parties do not intend to create a joint venture. Each Party acknowledges it is not an agent, servant or employee of the other. Each Party is responsible for its own acts and deeds and for those of its agents, servants and employees. Notwithstanding the foregoing, DIR will cooperate with DIR Customer in all reasonable respects to resolve any issues pertaining to federal funding in connection with this ILC or the DIR Shared Services Contracts.

DIR and DIR Customer agree that Services contemplated in this ILC shall be governed by provisions in the DIR Shared Services Contracts regarding individual responsibilities of the parties, including Services provided by the SCPs. DIR Customer shall comply with all policies, procedures, and processes in the relevant SMM (s) and as provided by DIR. In the event DIR Customer actions, failure to perform certain responsibilities, or Request for Services result in financial costs to DIR, including interest accrued, those costs shall be the responsibility of DIR Customer. DIR and DIR Customer shall coordinate and plan for situations where conflicts, failure to perform or meet timely deadlines, or competition for resources may occur during the term of this contract. Unless otherwise specifically addressed, the governance process, addressed above, for the DIR Shared Services Contracts shall be used for issue resolution between DIR Customers, DIR and DIR SCPs.

7.9 Audit Rights of the State Auditor's Office

In accordance with Section 2262.154, Texas Government Code and other applicable law, the Parties acknowledge and agree that: (1) the state auditor, the Parties' internal auditors, and if applicable, the Office of Inspector General of DIR Customer or their designees may conduct audits or investigations of any entity receiving funds from the state directly under the Contract or the DIR Shared Services Contracts, or indirectly through a subcontract under the DIR Shared Services Contracts; (2) that the acceptance of funds directly through this Contract or indirectly through a subcontractor under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, the Parties' internal auditors, and if applicable, the Office of Inspector General of DIR Customer or their designees to conduct audits or investigations in connection with those funds; and (3) that the Parties shall provide such auditors or inspectors with access to any information considered relevant by such auditors or inspectors to their investigations or audits.

7.10 General Terms

Except as expressly provided herein, no provision of this ILC will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to DIR Customer. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to DIR Customer by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, DIR Customer does not waive any privileges, rights, defenses, remedies or immunities available to DIR Customer.

This Customer Agreement will be construed and governed by the laws of the State of Texas. Venue for any action relating to this Customer Agreement is in Texas state courts in Austin, Travis County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the federal courts for Travis County, Texas.

If one or more provisions of this ILC, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of

DIR Contract No. DIR-SS-ILC0151

this ILC and the application of the provision to other Parties or circumstances will remain valid and in full force and effect.

Signatory Warranty

Each signatory warrants requisite authority to execute the ILC on behalf of the entity represented.

**SECTION VIII
CERTIFICATIONS**

The undersigned Parties hereby certify that: (1) the matters specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government; (2) this ILC serves the interest of efficient and economical administration of State Government; and (3) the Services, supplies or materials in this ILC are not required by Section 21, Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

IN WITNESS WHEREOF, the Parties have signed this ILC effective on date of last signature below.

RECEIVING ENTITY: HOCKLEY COUNTY

By: Sharla Baldrige
Printed Name: Sharla Baldrige
Title: County Judge
Date: 7-10-2019

PERFORMING AGENCY: DEPARTMENT OF INFORMATION RESOURCES

By: DocuSigned by:
Sally Ward
D68AEA60841E410...
Printed Name: Sally Ward
Title: Director, Program Planning and Governance
Date: 8/14/2019 | 11:59 AM PDT

Legal DocuSigned by:
Katherine F. Fite
128C38519F6E475... 8/13/2019 | 2:06 PM CDT

DIR Contract No. DIR-SS-ILC0151

Attachments to ILC

Attachment A Estimated Spend Form – (Customer may provide Attachment A to DIR if required by their processes.)

Attachment B Additional Confidentially Requirements – (As necessary and described in Section 7.3, Confidential Information)

Attachment A
Estimated Spend Form

*This form is to be used as needed by the DIR Customer to capture spend within the Shared Services Program. This amount may be based upon the DIR Customer's biennial budget(s).

Below are the estimated spend amounts for certain DIR Shared Services received through this ILC and may change based upon DIR Customer consumption. This amount is to be managed and monitored solely by the DIR Customer. Amounts may be transferred by the DIR Customer that change this amount. Such increases or decreases are strictly within the control of the DIR Customer.

DIR Customer is required to pay for any costs incurred in accordance with this ILC and the related DIR Shared Services Contracts regardless of the estimated spend amounts reflected herein.

Updates to this form may be executed through written notice by the DIR Customer to DIR.

Costs, such as incremental network expenses, which are billed directly to or paid by the DIR Customer, are not included in these amounts.

For the period MONTH DAY, YEAR through MONTH DAY, YEAR the estimated spend is \$XX,XXX as the spend applies to _____ Services.

DIR Customer acknowledges and agrees that the responsibility to manage, monitor, and change the amounts contained in this form are the sole responsibility of the DIR Customer. Further, each signatory warrants requisite authority to execute any changes to this Attachment A in accordance with the DIR Customer's applicable approval processes.

By: _____

Printed Name: _____

Title: _____

Date: _____

DIR Contract No. DIR-SS-ILC0151

Attachment B
Additional Confidentiality Requirements

None.

Motion by Commissioner Thrash, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that Commissioners Court took necessary action to open sealed bids submitted for cleaning services for the Courthouse, Juvenile Offices, Law Enforcement, Annex, Agri-Life offices and Adult Probation. As per sealed bids from Clean Co, and Jansen Cleaning Services recorded below.

BID FORM

HOCKLEY COUNTY, TEXAS

DATE 6-27-19

DESCRIPTION Janitorial Services

ITEMS: Courthouse, Juvenile, Law Enforcement, Annex, Agri-life, + Adult Protection

YEARS One

GROSS BID \$103,200

DISCOUNT (If Any) None

NET BID F.O.B.
HOCKLEY COUNTY, TEXAS \$103,200

EFFECTIVE DATE 7-3-19

I certify that I have read and understand the specifications and that the unit bid meets all specifications unless noted otherwise and technical supporting data provided.

Variations from specifications (If Any) Exterior windows above ground floor are not included in the Net Bid. Further, the ground-level windows will be done on a quarterly basis.

Signature of Authorized Representative Kurt Maute

Name of Company CleanCo Carpet Cleaning & Janitorial Services, Inc.

DATE _____

COUNTY JUDGE, HOCKLEY COUNTY

CLEANING PROPOSAL

FOR

Hockley County Offices

*Jansen Cleaning
Services Inc.*

Jansen Cleaning Services Inc.

P.O. Box 65593
Lubbock, Texas 79464
(806)785-5665
Main Office:
7905 FM 179
Wolfforth, TX 79382

Hockley County Courthouse
Sharla Baldrige, Hockley County Judge
802 Houston St
Levelland, TX 79336

July 1st, 2019

Dear Sharla,

Let me take this opportunity to thank you for allowing us this opportunity to present this proposal for cleaning services. We appreciate the fact Hockley County has entrusted my family with the janitorial services at Hockley County Courthouse since the early 1980's!

Here are a few benefits of using Jansen Cleaning Services Inc.:

- Our People are fully-trained, bonded, and all work is evaluated on a monthly basis. (Our turnover rate is much lower than average--our average employee has been with us 3 to 4 years.)
- Frequent Inspections are performed by a member of Jansen Cleaning Services Inc. management to insure consistent work quality. Also frequent day walk throughs are performed by me as well as the operations manager.
- Response times should a special need or concern arise are rapid. Our phones are always answered during normal business hours, and after hours they are forwarded to the on duty manager's cellular phone. We are never more than a phone call away. Also you will find our *on-site logbook* a valuable tool for communicating with the staff assigned to service your account.
- All necessary insurances are provided. Worker's Compensation, General Liability, and a Bond are provided for our mutual protection.
- Dependability, honesty, and consistency are our goals so that you are able to have peace of mind in regards to your building maintenance concerns. We are celebrating **27 years** in business this year!

We realize that you are committed to the success of your operation. *Thank you for allowing us to be a part of your organization!*

Sincerely,



Phillip Jansen
President JCS INC.

BID FORM

HOCKLEY COUNTY, TEXAS

DATE 07/01/2019

DESCRIPTION Cleaning Services For Hockley County Offices

ITEMS: _____

YEARS 2020 To Be Renewed Annually If Desired by Both Parties

GROSS BID \$7,250

DISCOUNT (If Any) _____

NET BID F.O.B.
HOCKLEY COUNTY, TEXAS _____

EFFECTIVE DATE 01/01/2020

I certify that I have read and understand the specifications and that the unit bid meets all specifications unless noted otherwise and technical supporting data provided.

Variances from specifications (If Any) Exterior Windows Above The First Floor Level to Be Priced Separately

Signature of Authorized Representative 

Name of Company Jansen Cleaning Service Inc

DATE 07/01/2019


COUNTY JUDGE, HOCKLEY COUNTY

SCHEDULE OF MAINTENANCE SERVICES FOR HOCKLEY COUNTY OFFICES

OFFICES & COMMON AREAS: 5 days per week

- ✓ Remove Cob Webs
- ✓ Dust & Damp Wipe All Visible Counters And Ledges; Desks Cleaned If Cleared
- ✓ Vacuum All Carpeted Areas And Mats
- ✓ Sweep And Damp Mop With Disinfectant All Tile Floors
- ✓ Dispose Of All Trash & Change Liners As Needed
- ✓ Clean Glass Entry And Spot Clean Interior Glass
- ✓ Offices Secured As Instructed
- ✓ Stairs and Stair Wells To Be Mopped and Dust Mopped With Liquid Cleaner Either Weekly Or As Needed

RESTROOMS: 5 days per week

- ✓ Re-Stock Paper & Soap Dispensers From Customer Supply
- ✓ Clean & Disinfect Counters, & Sinks, & Water Fountains
- ✓ Clean & Sanitize Toilets & Urinals Using A Germicidal Cleaner
- ✓ Clean & Polish All Metal Surface Areas; Clean All Glass & Mirrors
- ✓ Mop Floor With Germicidal Cleaner
- ✓ Dust & Wipe Ledges And Partitions
- ✓ Pour Water Down Drain Traps To Remove Odors

KITCHEN AND COFFEE AREAS: 5 days per week

- ✓ Clean Exterior Areas Of Refrigerators, Microwaves, Coffee Makers, Etc.
- ✓ Wipe Clean All Horizontal Surface Areas; Coffee Pots Washed & Cleaned Each Visit
- ✓ Wipe Clean All Cabinets; Clean All Trash Container Lids
- ✓ Sweep Clean And Mop Floor Area
- ✓ Re-stock Paper & Soap Dispensers

HARD FLOOR MAINTENANCE

- ✓ All Hard Flooring To Be Swept and Mopped Daily
- ✓ Ceramic Tile To Be Scrubbed Annually at no Additional Charge

WINDOWS

- ✓ Glass Entry Doors Will Be Cleaned Daily
- ✓ Interior Partition Glass Will Be Spot Cleaned Daily
- ✓ Exterior of 1st Floor Windows (**To Be Cleaned Monthly**)

CARPET CLEANING

- ✓ Spot Clean As Possible
- ✓ Full Carpet Cleaning(**Quarterly, Spot Cleaning With Hot Water, Extraction at Discretion of Maintenance in the Event of Bad Weather or Maintenance**)

PERIODIC MAINTENANCE

- ✓ A/C Vents To Be Dusted Monthly
- ✓ Extremely High Ledges to Be Dusted Monthly
- ✓ Dust Window Blinds Weekly
- ✓ Removal of Debris From Light Fixtures

QUALITY ASSURANCE

- ✓ All Employees Are Thoroughly Trained & Supervised
- ✓ All Employees Will Be Subject To and Able To Pass A Background Check
- ✓ Routine Supervisor Walk Throughs
- ✓ "Emergency" Telephone Numbers Provided
- ✓ On Site **Logbook** To Assure Your Convenient Communication With Our Staff

THE STATE OF TEXAS
COUNTY OF HOCKLEY

IN THE COMMISSIONERS' COURT
OF HOCKLEY COUNTY, TEXAS

BIDS SPECIFICATIONS FOR CLEANING SERVICES FOR HOCKLEY COUNTY OFFICES 6/12/19

Notice is hereby given that the Commissioner's Court of Hockley County, Texas will receive sealed bids, in the office of the County Judge located at 802 Houston, St., Ste. 101, Levelland, Texas, until 10:00 A.M., Wednesday, July 10, 2019, for the following described services:

On a daily basis, five days per week, Monday thru Friday, between 5 p.m. and 7 p.m., all tile floors are to be wet mopped, waste baskets emptied and cleaned, all tables, chairs and countertops to be wiped down and cleaned. All restrooms thoroughly cleaned and disinfected and soap. Sanitizer dispensers, hand towel and toilet paper dispensers are to be checked and refilled. All drinking fountains shall be sanitized. All carpet is to be vacuumed and any stains in the carpet are to be cleaned as soon as they are noticed. All glass doors and interior windows are to be cleaned. The stairs and stair wells are to be swept and dust mopped with liquid cleaner either weekly or daily as the need dictates. On a weekly basis, brush down and clean all walls, blinds of dust and cobwebs. All exterior windows are to be cleaned on a monthly basis and all carpet should be cleaned with hot water extraction on a quarterly basis and spot cleaned with hot water extraction at the discretion of Maintenance, in the event of an accident or bad weather.

All employees employed by bidder are subject to and must be able to pass a background check.

Payment for service shall be bid for a month's service, due and payable at the end of each calendar month for which such services are rendered.

Provider shall carry adequate insurance covering all persons and employees connected with the work and also carry public liability and property damage insurance and furnish proof upon request.

Provider shall have complete charge of the janitorial services to be performed, and shall be responsible to the Commissioners Court only for results achieved. Provider shall determine the number of employees necessary for property rendition of such services, and shall be responsible for selection of all such employees and shall determine the hours of labor and the compensation to be paid them. Provider shall be solely responsible for all contributions and taxes imposed under Federal and State Social Security Laws and account to the United States Department of Internal Revenue for monies withheld from provider's payrolls pursuant to existing provisions of applicable laws.


The Commissioners' Court of Hockley County reserves the right to reject any and all bids.

The required bid forms and specifications for said cleaning services is available at the office of the County Judge, between 9:00 A.M. to 5:00 P.M., Monday through Friday

Breakdown By Location As Follows:

Courthouse	
(Inc Basement and Library)	\$4,250
Juvenile Probation	\$450
Law Enforcement	\$550
Courthouse Annex	\$1,150
Agri-Life/Adult Probation	\$850
Total	\$7,250

JUST A FEW OF OUR CLIENTS...



Scott Dentistry
Since 2009




**United
supermarkets**
Since 2002




FedEx
Freight East
Since 1996



PlainsCapitalBank
Since 2009




TEXAS
Health and Human
Services
Since 2007



**STEPHEN
JOSEPH**
Since 2005




scoggin-dickey
Since 2011



**Walker
Sims**
Since 1998




**Megaron
Building**
Since 1996



tyler
technologies
Since 2009



**Westar Commercial
Realty**
Since 2005



**Lubbock National
Bank**
Since 2005




**Office of the
Standing
Trustee**
Since 2004



GRACO
Real Estate
Development
Since 2001



**SOUTH WEST
BANK**
Since 2009



TOYOTA
Gene Messer
Since 2012

Motion by Commissioner Carter, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners Court took necessary action to award bid for cleaning services for Courthouse, Juvenile Offices, Law Enforcement, Annex, Agri-Life offices and Adult Probation to Jansen Cleaning Services. As per Jansen Cleaning Services proposal recorded below.

CLEANING PROPOSAL

FOR

Hockley County Offices

*Jansen Cleaning
Services Inc.*

Jansen Cleaning Services Inc.

P.O. Box 65593
Lubbock, Texas 79464
(806)783-5665
Main Office:
7905 FM 179
Wolfforth, TX 79382

Hockley County Courthouse
Sharla Baldrige, Hockley County Judge
802 Houston St
Levelland, TX 79336

July 1st, 2019

Dear Sharla,

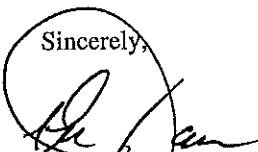
Let me take this opportunity to thank you for allowing us this opportunity to present this proposal for cleaning services. We appreciate the fact Hockley County has entrusted my family with the janitorial services at Hockley County Courthouse since the early 1980's!

Here are a few benefits of using Jansen Cleaning Services Inc.:

- Our People are fully-trained, bonded, and all work is evaluated on a monthly basis. (Our turnover rate is much lower than average--our average employee has been with us 3 to 4 years.)
- Frequent Inspections are performed by a member of Jansen Cleaning Services Inc. management to insure consistent work quality. Also frequent day walk throughs are performed by me as well as the operations manager.
- Response times should a special need or concern arise are rapid. Our phones are always answered during normal business hours, and after hours they are forwarded to the on duty manager's cellular phone. We are never more than a phone call away. Also you will find our *on-site logbook* a valuable tool for communicating with the staff assigned to service your account.
- All necessary insurances are provided. Worker's Compensation, General Liability, and a Bond are provided for our mutual protection.
- Dependability, honesty, and consistency are our goals so that you are able to have peace of mind in regards to your building maintenance concerns. We are celebrating **27 years** in business this year!

We realize that you are committed to the success of your operation. *Thank you for allowing us to be a part of your organization!*

Sincerely,



Philip Jansen
President JCS INC.

BID FORM
HOCKLEY COUNTY, TEXAS

DATE 07/01/2019

DESCRIPTION Cleaning Services For Hockley County Offices

ITEMS: _____

YEARS 2020 To Be Renewed Annually If Desired by Both Parties

GROSS BID \$7,250

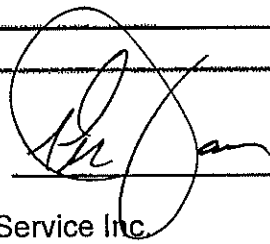
DISCOUNT (If Any) _____

NET BID F.O.B.
HOCKLEY COUNTY, TEXAS _____

EFFECTIVE DATE 01/01/2020

I certify that I have read and understand the specifications and that the unit bid meets all specifications unless noted otherwise and technical supporting data provided.

Variances from specifications (If Any) Exterior Windows Above The First Floor Level to Be Priced Separately

Signature of Authorized Representative 

Name of Company Jansen Cleaning Service Inc

DATE 07/01/2019


COUNTY JUDGE, HOCKLEY COUNTY

SCHEDULE OF MAINTENANCE SERVICES FOR HOCKLEY COUNTY OFFICES

OFFICES & COMMON AREAS: 5 days per week

- ✓ Remove Cob Webs
- ✓ Dust & Damp Wipe All Visible Counters And Ledges; Desks Cleaned If Cleared
- ✓ Vacuum All Carpeted Areas And Mats
- ✓ Sweep And Damp Mop With Disinfectant All Tile Floors
- ✓ Dispose Of All Trash & Change Liners As Needed
- ✓ Clean Glass Entry And Spot Clean Interior Glass
- ✓ Offices Secured As Instructed
- ✓ Stairs and Stair Wells To Be Mopped and Dust Mopped With Liquid Cleaner Either Weekly Or As Needed

RESTROOMS: 5 days per week

- ✓ Re-Stock Paper & Soap Dispensers From Customer Supply
- ✓ Clean & Disinfect Counters, & Sinks, & Water Fountains
- ✓ Clean & Sanitize Toilets & Urinals Using A Germicidal Cleaner
- ✓ Clean & Polish All Metal Surface Areas; Clean All Glass & Mirrors
- ✓ Mop Floor With Germicidal Cleaner
- ✓ Dust & Wipe Ledges And Partitions
- ✓ Pour Water Down Drain Traps To Remove Odors

KITCHEN AND COFFEE AREAS: 5 days per week

- ✓ Clean Exterior Areas Of Refrigerators, Microwaves, Coffee Makers, Etc.
- ✓ Wipe Clean All Horizontal Surface Areas; Coffee Pots Washed & Cleaned Each Visit
- ✓ Wipe Clean All Cabinets; Clean All Trash Container Lids
- ✓ Sweep Clean And Mop Floor Area
- ✓ Re-stock Paper & Soap Dispensers

HARD FLOOR MAINTENANCE

- ✓ All Hard Flooring To Be Swept and Mopped Daily
- ✓ Ceramic Tile To Be Scrubbed Annually at no Additional Charge

WINDOWS

- ✓ Glass Entry Doors Will Be Cleaned Daily
- ✓ Interior Partition Glass Will Be Spot Cleaned Daily
- ✓ Exterior of 1st Floor Windows (To Be Cleaned Monthly)

CARPET CLEANING

- ✓ Spot Clean As Possible
- ✓ Full Carpet Cleaning(Quarterly, Spot Cleaning With Hot Water, Extraction at Discretion of Maintenance in the Event of Bad Weather or Maintenance)

PERIODIC MAINTENANCE

- ✓ A/C Vents To Be Dusted Monthly
- ✓ Extremely High Ledges to Be Dusted Monthly
- ✓ Dust Window Blinds Weekly
- ✓ Removal of Debris From Light Fixtures

QUALITY ASSURANCE

- ✓ All Employees Are Thoroughly Trained & Supervised
- ✓ All Employees Will Be Subject To and Able To Pass A Background Check
- ✓ Routine Supervisor Walk Throughs
- ✓ "Emergency" Telephone Numbers Provided
- ✓ On Site Logbook To Assure Your Convenient Communication With Our Staff

THE STATE OF TEXAS

IN THE COMMISSIONERS' COURT

COUNTY OF HOCKLEY

OF HOCKLEY COUNTY, TEXAS

BIDS SPECIFICATIONS FOR CLEANING SERVICES FOR HOCKLEY COUNTY OFFICES 6/12/19

Notice is hereby given that the Commissioner's Court of Hockley County, Texas will receive sealed bids, in the office of the County Judge located at 802 Houston, St., Ste. 101, Levelland, Texas, until 10:00 A.M., Wednesday, July 10, 2019, for the following described services:

On a daily basis, five days per week, Monday thru Friday, between 5 p.m. and 7 p.m., all tile floors are to be wet mopped, waste baskets emptied and cleaned, all tables, chairs and countertops to be wiped down and cleaned. All restrooms thoroughly cleaned and disinfected and soap. Sanitizer dispensers, hand towel and toilet paper dispensers are to be checked and refilled. All drinking fountains shall be sanitized. All carpet is to be vacuumed and any stains in the carpet are to be cleaned as soon as they are noticed. All glass doors and interior windows are to be cleaned. The stairs and stair wells are to be swept and dust mopped with liquid cleaner either weekly or daily as the need dictates. On a weekly basis, brush down and clean all walls, blinds of dust and cobwebs. All exterior windows are to be cleaned on a monthly basis and all carpet should be cleaned with hot water extraction on a quarterly basis and spot cleaned with hot water extraction at the discretion of Maintenance, in the event of an accident or bad weather.

All employees employed by bidder are subject to and must be able to pass a background check.

Payment for service shall be bid for a month's service, due and payable at the end of each calendar month for which such services are rendered.

Provider shall carry adequate insurance covering all persons and employees connected with the work and also carry public liability and property damage insurance and furnish proof upon request.

Provider shall have complete charge of the janitorial services to be performed, and shall be responsible to the Commissioners Court only for results achieved. Provider shall determine the number of employees necessary for property rendition of such services, and shall be responsible for selection of all such employees and shall determine the hours of labor and the compensation to be paid them. Provider shall be solely responsible for all contributions and taxes imposed under Federal and State Social Security Laws and account to the United States Department of Internal Revenue for monies withheld from provider's payrolls pursuant to existing provisions of applicable laws.


The Commissioners' Court of Hockley County reserves the right to reject any and all bids.

The required bid forms and specifications for said cleaning services is available at the office of the County Judge, between 9:00 A.M. to 5:00 P.M., Monday through Friday

Breakdown By Location As Follows:

Courthouse	
(Inc Basement and Library)	\$4,250
Juvenile Probation	\$450
Law Enforcement	\$550
Courthouse Annex	\$1,150
Agri-Life/Adult Probation	\$850
Total	\$7,250

JUST A FEW OF OUR CLIENTS...




Scott Dentistry
Since 2009

United
supermarkets
Since 2002

FedEx
Freight East
Since 1996

PlainsCapitalBank 
Since 2009




TEXAS
Health and Human
Services
Since 2007

STEPHEN
JOSEPH
Since 2005

scoggin-dickey
Since 2011

Walker
Sims
Since 1998


Megaron
Building
Since 1996



tyler
technologies
Since 2009



Westar Commercial
Realty
Since 2005




LNB
Lubbock National
Bank
Since 2005

Office of the
Standing
Trustee
Since 2004

GRACO
Real Estate
Development
Since 2001

SOUTH WEST
BANK 
Since 2009

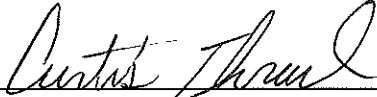



TOYOTA
Gene Messer
Since 2012

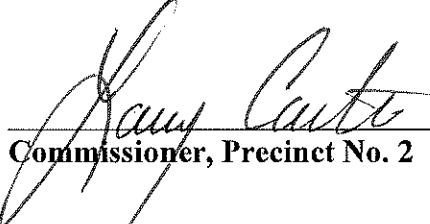
Executive/Closed Session– A closed meeting will be held pursuant to Sections 551.071 and 551.129 of the Texas Government Code (consultation with attorney) for the Commissioners Court to consult with and seek advice from its attorney, as needed, regarding: (1) fire-fighting and other emergency services provided by the County to the public in the unincorporated areas of Hockly County, Texas, including prior, existing, and proposed cooperative relationships for the provision of said services to the public, being matters in which the duty of the attorney to the Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code; and (2) any topic listed on the agenda posted for this meeting.

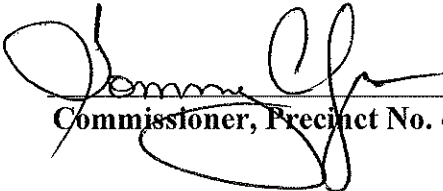
There being no further business to come before the Court, the Judge declared Court adjourned, subject to call.

The foregoing Minutes of a Commissioner's Court meeting held on the 10 day of July, A. D. 2019, was examined by me and approved.

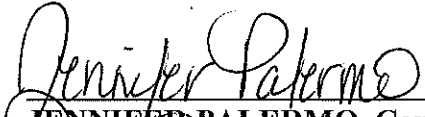

Commissioner, Precinct No. 1


Commissioner, Precinct No. 3


Commissioner, Precinct No. 2


Commissioner, Precinct No. 4


County Judge


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