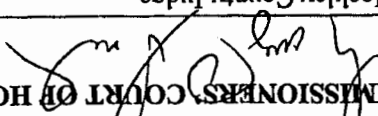


**NOTICE OF MEETING OF THE COMMISSIONERS' COURT OF
HOCKLEY COUNTY, TEXAS**

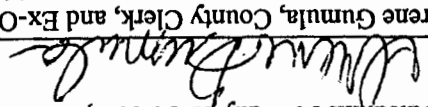
Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on the 3RD day of November, 2014, at 10:00 A.M. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

1. Read for approval the minutes of a Special Meeting of the Commissioners Court held Monday, October 20, 2014.
2. Read for approval all monthly bills and claims submitted to the court and dated through November 3, 2014.
3. Consider and take necessary action to approve refund of ad valorem taxes.
4. Hear update from Texas A&M AgriLife Extension.
5. Consider and take necessary action to approve the 2014 Home Care and Hospice Month Proclamation.
6. Consider and take necessary action to approve advertising for bids for hauling caliche for road construction on Cactus Drive and S. Barton Lane.
7. Consider and take necessary action to approve the Contract with NTS and the Mallet Event Center & Arena.
8. Consider and take necessary action to approve the road crossings of Occidental Permian Ltd. on West Houston and Rawhide Road.
9. Consider and take necessary action to approve the Resolution and Interlocal Agreement with The Region 4 Education Service Center.
10. Consider and take necessary action to approve the purchase of a motor grader through the Buy Board for use in Precinct 1.
11. Consider and take necessary action to approve the purchase of a motor grader through the Buy Board for use in Precinct 4.
12. Discussion of renovation of building at 624 Ave. H.


COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS
BY: 
Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 30TH day of October, 2014, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 30TH day of October, 2014.


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

OCT 30 2014


County Clerk, Hockley County, Texas

VOL. 61 PAGE 620

FILED FOR RECORD
OCT 30 2014
M

REGULAR MEETING
NOVEMBER 3, 2014

Be it remembered that on this the 3RD day of November A.D. 2014, there came on to be held a Regular meeting of the Commissioners' Court, and the Court having convened in Regular session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

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

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

Motion by Commissioner Barnett, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on 20th day of October, A.D. 2014, be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through November 3rd, A. D. 2014, be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court grant permission and authority to Occidental Permian Ltd. to lay, construct, operate and maintain one 3" fiberglass pipeline transporting oil, produced water, and gas pipeline under and across certain county roads, situated in Commissioners' Precinct No. 2, Hockley County, Texas as set forth in the below recorded Petition, Exhibit and Order of the Court.

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF OCCIDENTAL PERMIAN LTD., FOR
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

Comes now, the Petitioner, OCCIDENTAL PERMIAN LTD., a corporation of the State of Texas, and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain 3" fiber glass pipelines under and across certain county roads situated in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting ~~oil products~~ from the Petitioner's sources of supply to Petitioner's markets.

The location of the points at which Petitioner wishes to undercross said county roads with said pipelines and the general specifications are more particularly described on a map marked Exhibit "A" and general specifications marked Exhibit "B", all of which are attached hereto and made a part of this application. Petitioner represents and states that if granted the authority herein requested, it will conform with and abide by the rules of all persons and bodies having jurisdiction and by the following conditions:

1. The Petitioner shall, in constructing said pipelines undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said pipelines undercrossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each pipeline undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said pipelines are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
3. So long as said pipelines are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said pipelines undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.
4. Should Petitioner remove said pipelines from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.
5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said pipelines by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.

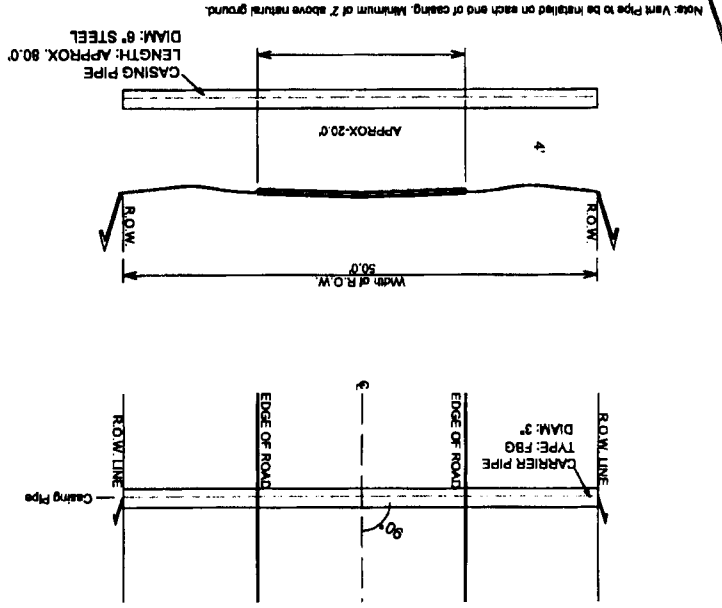
Wherefore, your Petitioner respectfully prays that your Honorable Board enter and order herein authorizing Petitioner to use and occupy the portions of the roads in Hockley County, Texas, more particularly herein above set out and described and at the locations shown and set out in said Exhibits "A" and "B" attached to this application.

DATED this 23 day of April, 2007¹⁴

BY Matt Swain
MATT SWAIN

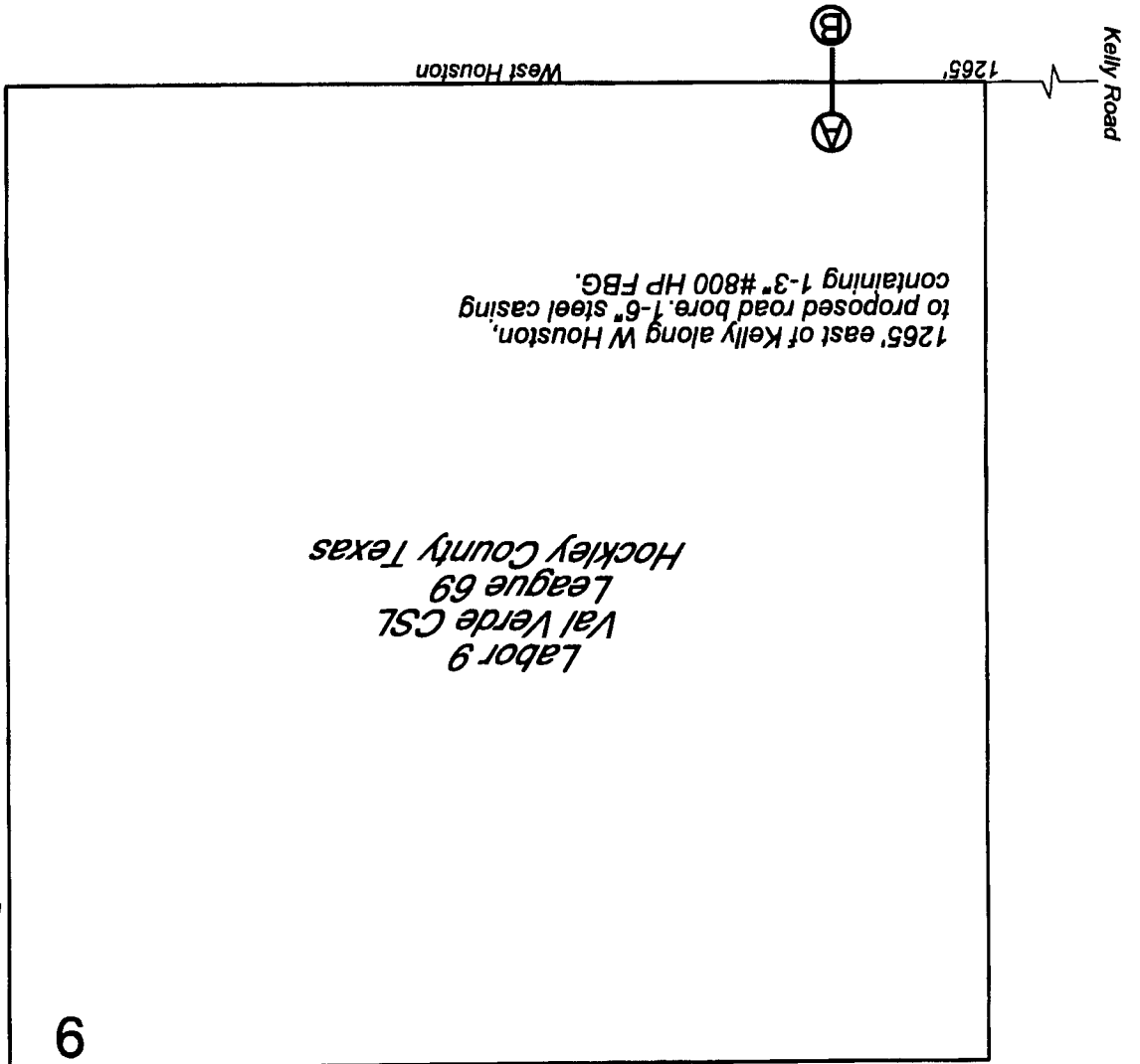
Drawn By: Brent Sawyer Date: 4-24-2014

ROAD BORE DETAILS IN
LABOR 9, VAL VERDE CSL
LEAGUE 69, HOCKLEY CO. TEXAS



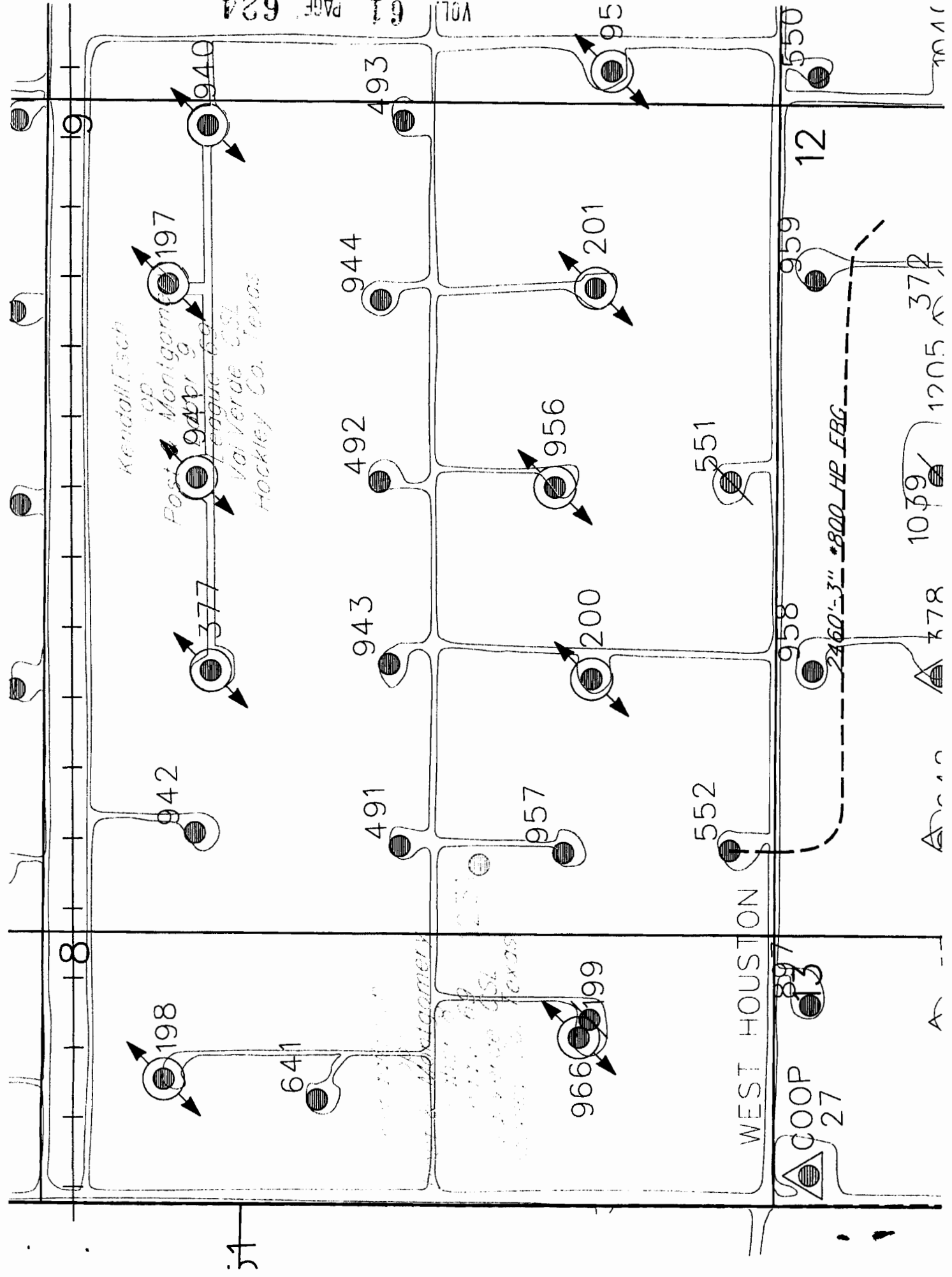
Detail Cross Section of Proposed Road Bore

Latitude	Longitude
33-35-15.93757N 102-27-46.45515W	Ⓐ
33-35-15.44320N 102-27-46.47527W	Ⓑ



Note: Plat is for information only and not to scale.





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BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF Occidental Permian LTD
FOR AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

ORDER

This cause coming on to be upon the petition of Occidental Permian LTD, hereinafter referred to as "Petitioner". The Board finds that in order that Petitioner may carry out its corporate objects and powers, it is necessary for it to lay, construct, operate and maintain buried gas line across certain county roads situated in Hockley County, Texas, as set forth in the Petitioner's application filed herein.

THEREFORE, IT IS HEREBY ORDERED that, subject to the conditions herein after set forth, said Petitioner, Occidental Permian LTD is hereby granted permission and authority to lay, construct, operate and maintain buried gas line across certain county roads at the locations set forth in Exhibits "A" and "B" attached to the application of Petitioner herein, which Exhibits "A" and "B" and application are hereby made a part of this order as fully as if set out in length herein provided.

1. The Petitioner shall, in constructing said buried gas line undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said buried gas line undercrossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.

2. Upon the completion of each buried gas line undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said buried gas line are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.

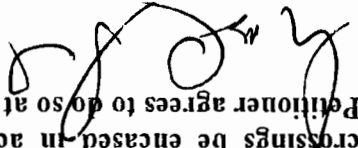
3. So long as said buried gas line are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said buried gas line undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.

4. Should Petitioner remove said buried gas line from any of said roads, it will replace and reconstruct the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconstruction of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconstruction work done by Petitioner.

5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.

6. The construction or laying of said buried gas line by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.

7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.



County Judge

Commissioner, Precinct No. 1

Commissioner, Precinct No. 2

DATE
11/13/14

Commissioner, Precinct No. 3

Commissioner, Precinct No. 4

Motion by Commissioner Carter, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court grant permission and authority to Occidental Permian Ltd. to lay, construct, operate and maintain one 4" fiberglass pipeline transporting produced water under and across certain county roads, situated in Commissioners' Precinct No. 2, Hockley County, Texas as set forth in the below recorded Petition, Exhibit and Order of the Court.

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF OCCIDENTAL PERMIAN LTD., FOR
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

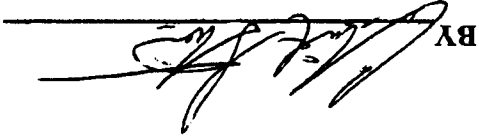
Comes now, the Petitioner, OCCIDENTAL PERMIAN LTD., a corporation of the State of Texas, and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain One 4" High Pressure pipelines under and across certain county roads situated in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting Produce Water from the Petitioner's sources of supply to Petitioner's markets.

The location of the points at which Petitioner wishes to undercross said county roads with said pipelines and the general specifications are more particularly described on a map marked Exhibit "A" and general specifications marked Exhibit "B", all of which are attached hereto and made a part of this application. Petitioner represents and states that if granted the authority herein requested, it will conform with and abide by the rules of all persons and bodies having jurisdiction and by the following conditions:

1. The Petitioner shall, in constructing said pipelines undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said pipelines undercrossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each pipelines undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said pipelines are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
3. So long as said pipelines are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said pipelines undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.
4. Should Petitioner remove said pipelines from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.
5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said pipelines by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.

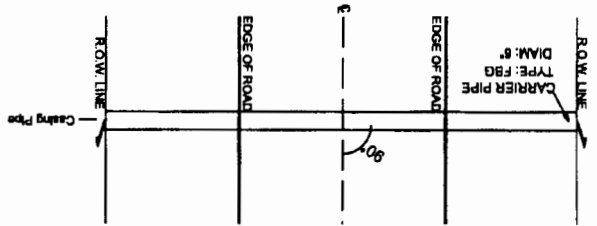
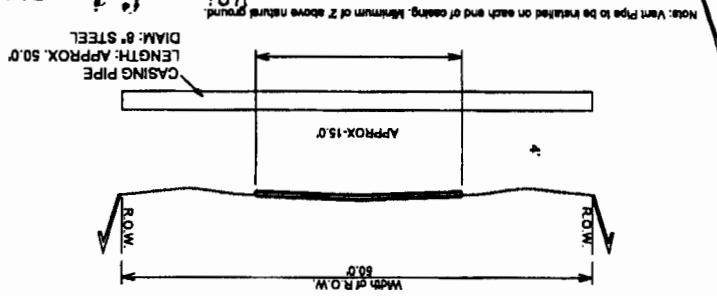
Wherefore, your Petitioner respectfully prays that your Honorable Board enter and order herein authorizing Petitioner to use and occupy the portions of the roads in Hockley County, Texas, more particularly herein above set out and described and at the locations shown and set out in said Exhibits "A" and "B" attached to this application.

DATED this 23 day of September, 2014

BY 

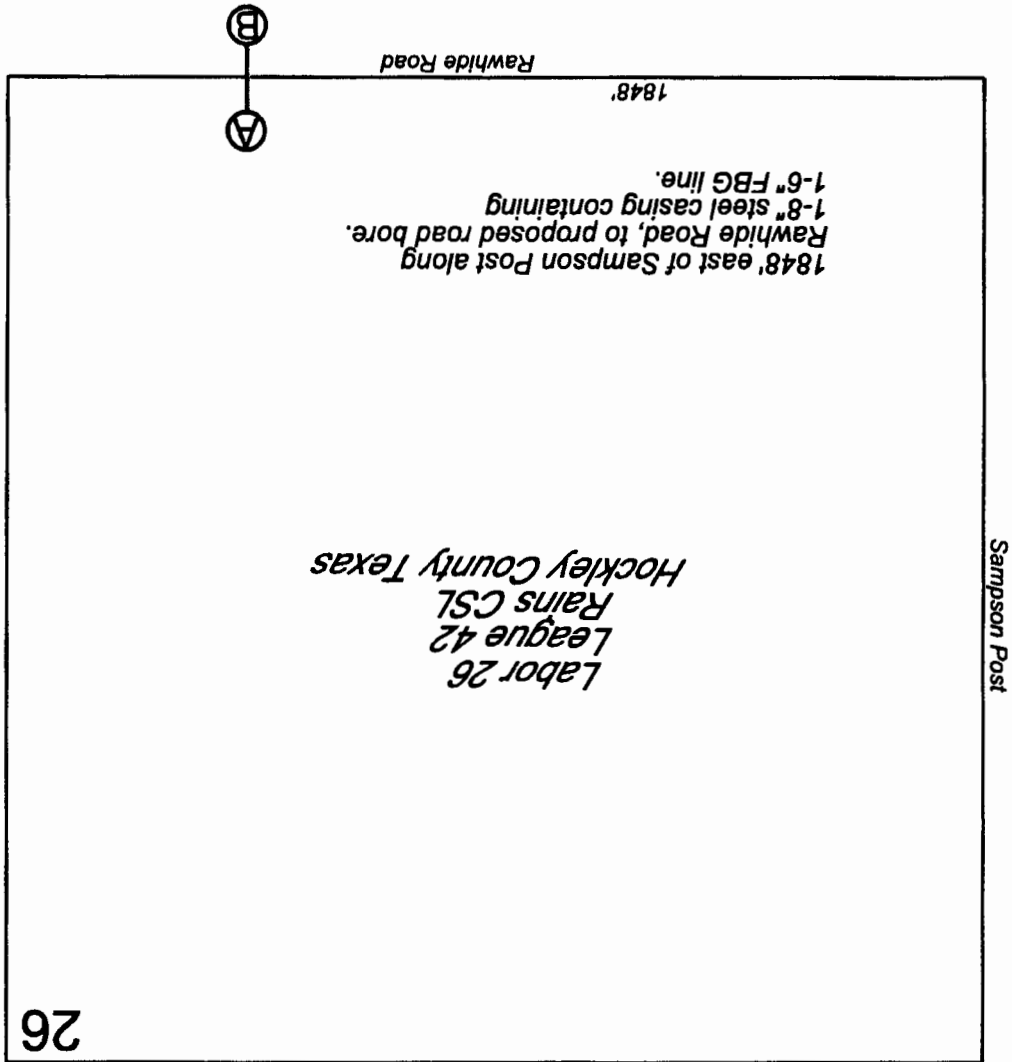
Clint Stone
638-2308

**ROAD BORE DETAILS IN
LABOR 26, LEAGUE 42
RAINS CSL, HOCKLEY CO. TEXAS**



Detail Cross Section of Proposed Road Bore

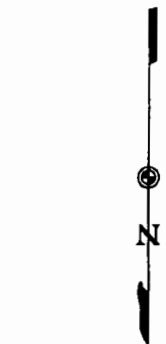
Latitude	Longitude
33°29'15.44447"N 102°31'01.70746"W	Ⓐ
33°29'14.93924"N 102°31'01.67864"W	Ⓑ



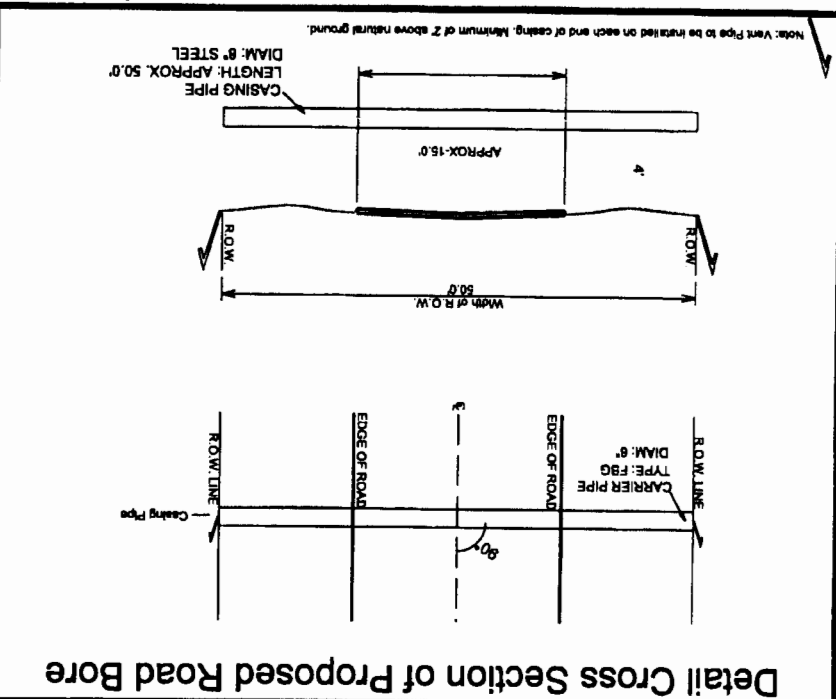
Note: Plot is for information only and not to scale.



26

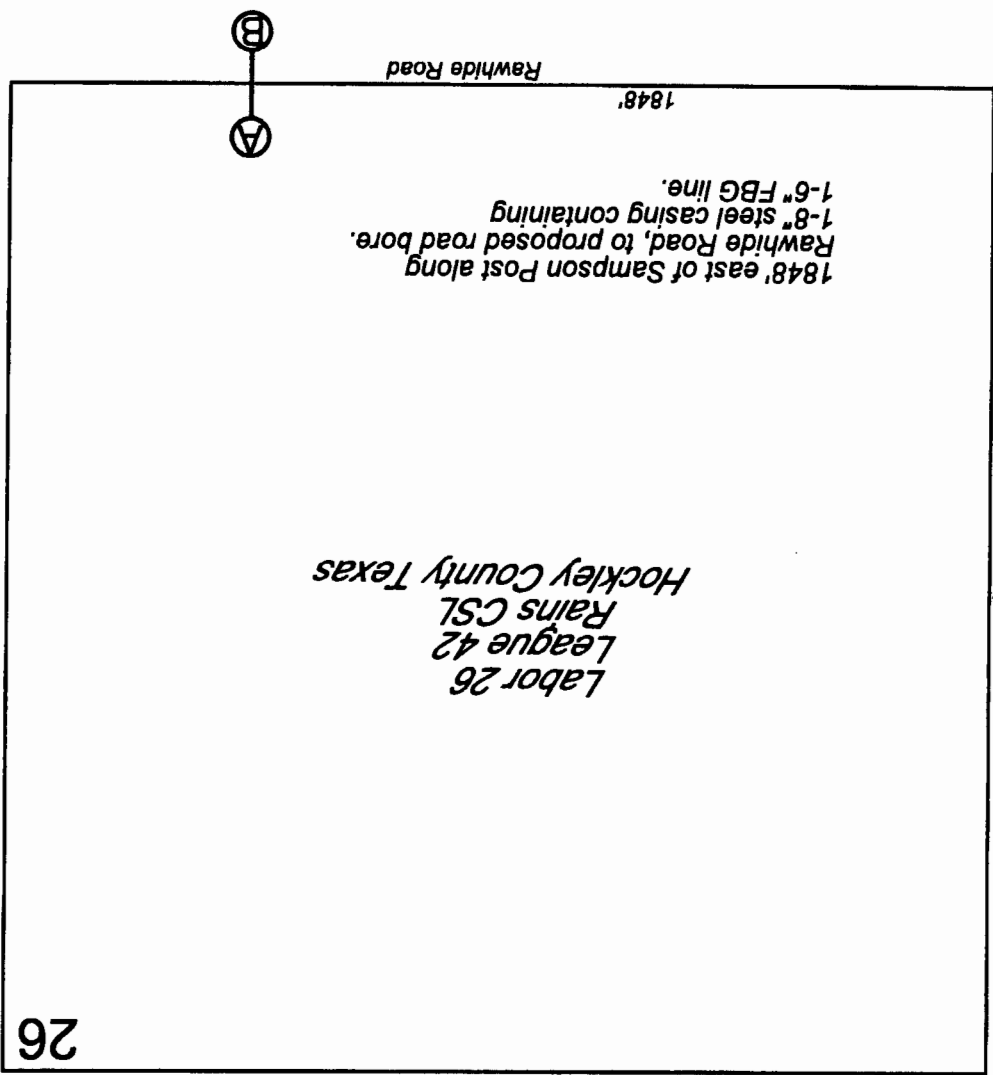


Drawn By: Brent Sawyer
 Date: 9-23-14
**ROAD BORE DETAILS IN
 LABOR 26, LEAGUE 42
 RAINS CSL, HOCKLEY CO., TEXAS**



Detail Cross Section of Proposed Road Bore

Latitude	Longitude
33°29'15.44447"N 102°31'01.70746"W	⊙
33°29'14.93924"N 102°31'01.67864"W	⊙



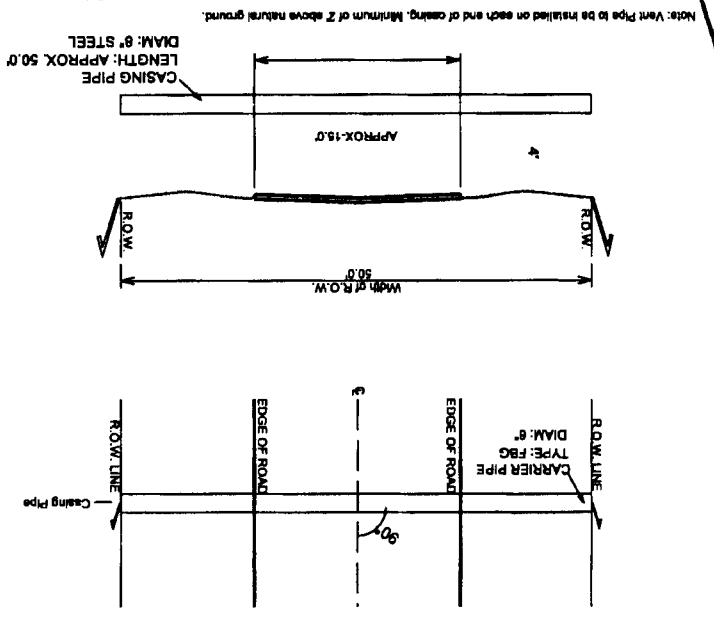
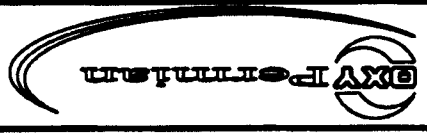
Note: Plat is for information only and not to scale.



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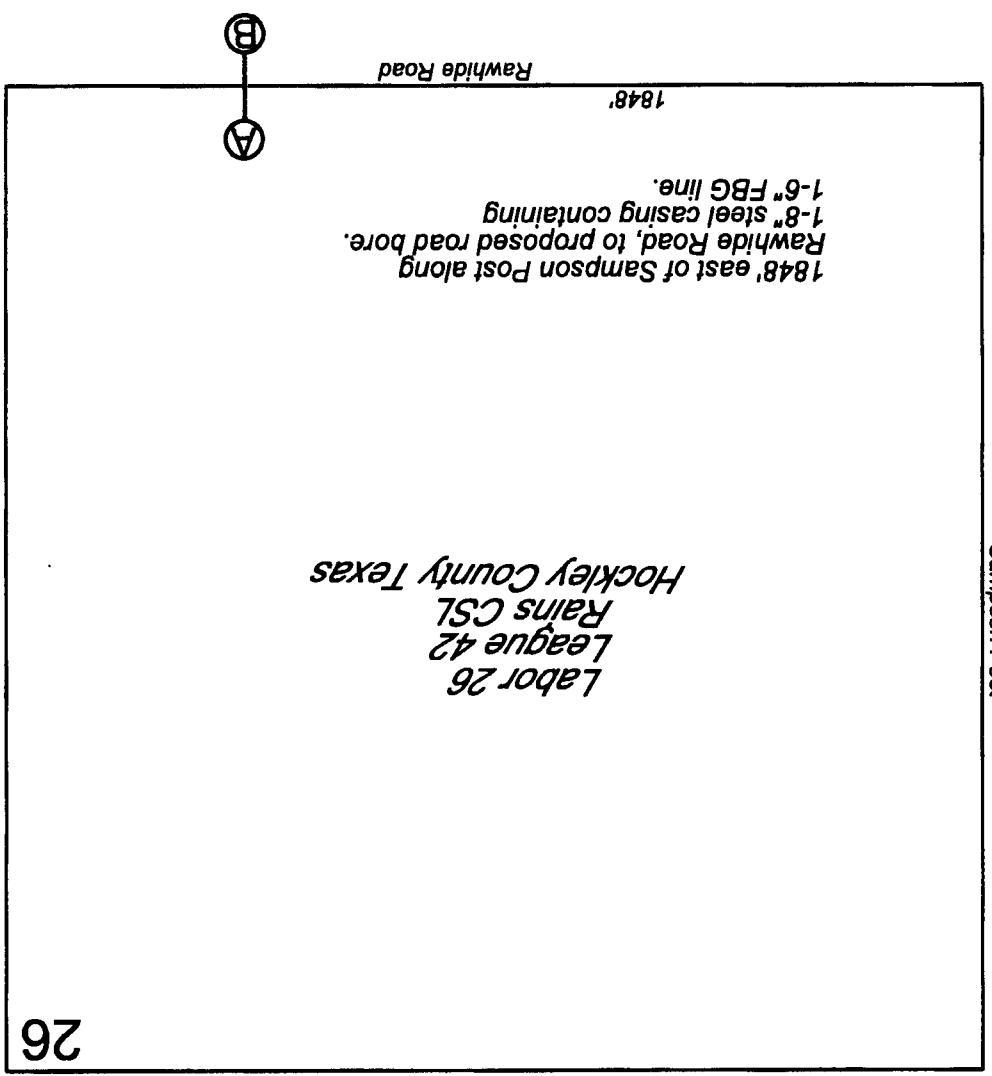
Drawn By: Brent Sawyer Date: 9-23-14

ROAD BORE DETAILS IN
LABOR 26, LEAGUE 42
RAINS CSL, HOCKLEY CO. TEXAS



Detail Cross Section of Proposed Road Bore

Latitude	Longitude
③ 33°29'14.93924"N 102°31'01.67864"W	
④ 33°29'15.44447"N 102°31'01.70746"W	



Note: Plat is for information only and not to scale.



26

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF Occidental Permian LTD FOR
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

ORDER

This cause coming on to be upon the petition of Occidental Permian LTD, hereinafter referred to as "Petitioner". The Board finds that in order that Petitioner may carry out its corporate objects and powers, it is necessary for it to lay, construct, operate and maintain buried gas line across certain county roads situated in Hockley County, Texas, as set forth in the Petitioner's application filed herein.

THEREFORE, IT IS HEREBY ORDERED that, subject to the conditions herein after set forth, said Petitioner, Occidental Permian LTD is hereby granted permission and authority to lay, construct, operate and maintain buried gas line across certain county roads at the locations set forth in Exhibits "A" and "B" attached to the application of Petitioner herein, which Exhibits "A" and "B" and application are hereby made a part of this order as fully as if set out in length herein provided.

1. The Petitioner shall, in constructing said buried gas line undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said buried gas line undercrossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.

2. Upon the completion of each buried gas line undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said buried gas line are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.

3. So long as said buried gas line are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said buried gas line undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.

4. Should Petitioner remove said buried gas line from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.

5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.

6. The construction or laying of said buried gas line by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.

7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.

[Signature]
County Judge

[Signature]
Commissioner, Precinct No. 1
[Signature]
Commissioner, Precinct No. 2

DATE
11/3/14

[Signature]
Commissioner, Precinct No. 3

[Signature]
Commissioner, Precinct No. 4

Motion by Commissioner Barnett, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the tax refund in the amount of Seven Hundred Eighty One Dollars and Fifty Three Cents(\$781.53) to Jason Dobrovoiny, approve the tax refund in the amount of Seven Hundred Sixty Eight Dollars and Eighty Nine Cents (768.89) to Mark Frank, as per Debra Bramlett, Tax Assessor/Collector.

Commissioners' Court heard updates from Marsha Blair, Wes Utley, Amber Parkinson & Kerry Sider with the Texas A & M AgriLife Extension.

Motion by Commissioner Clevenger, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the 2014 Home Care and Hospice Month Proclamation, as per Proclamation recorded below.

2014 Home Care and Hospice Month Proclamation

Whereas, home care services provide high quality and compassionate health care services to those in need, especially at times of community or personal health care crisis; and

Whereas, home care is the most preferred method of health care delivery among disabled, elderly, and chronically ill individuals eager to live independently in their own homes as long as they possibly can; and

Whereas, home care in Texas is a growing alternative to hospitalization or other institution-based forms of health care for acute and chronic illnesses, providing care to hundreds of thousands of Texans each year; and

Whereas, hospice care provides humane and comforting support for terminally ill patients and their families, including pain control, palliative medical care, and social, emotional and spiritual services; and

Whereas, hospice fulfills basic human needs of feeling comfortable in familiar surroundings and of attaining physical and emotional peace during the last stage of life; and

Whereas, there is a need to increase public discussion about advances in pain control and the care options available to individuals of all ages, races, and backgrounds who are at the end of life; and

Whereas, the Texas Association for Home Care & Hospice, and home care and hospice providers in Texas have declared November 2014 as "Home Care and Hospice Month" with the theme of "Bringing Health Care Home" and are calling on all Texans to observe this occasion with appropriate ceremonies and activities;

Now, therefore, We, The Hockley County Commissioners Court do hereby proclaim November 2014 as "HOME CARE AND HOSPICE MONTH" and encourage the support and participation of all citizens in learning more about the home care and hospice philosophy of care for the elderly, disabled and the terminally ill. In witness whereof I have hereunto set my hand and caused this seal to be affixed.

DATED: 11/21, 2014

Larry Sprowls, County Judge
HOCKLEY COUNTY TEXAS

Irene Gumula, County Clerk
ATTYST: Irene Gumula

**Motion by Commissioner Thrash, seconded by Commissioner Barnett,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve advertising for bids for
hauling caliche for road construction on Cactus Drive and S. Barton Lane, as per
"Notice to Bidders" recorded below.**

VOL. 61 PAGE 634

IN THE COMMISSIONERS' COURT
OF HOCKLEY COUNTY, TEXAS

THE STATE OF TEXAS:
COUNTY OF HOCKLEY:

NOTICE TO BIDDERS

Notice is hereby given that the Hockley County Commissioner's Court will accept sealed bids in the office of the County Judge, until 10:00 A.M., Monday, November 17, 2014 for the following described. Pct. 1 needs a min. of 10,000 yards of caliche hauled to South Barton Lane and Cactus Drive. We will be getting caliche from Pct. 3 pit and will need a min. of 4 trucks. County bid forms must be used, and may be picked up in the office of the County Judge, Monday through Friday, 9:00 A.M. to 5:00 P.M.

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

Given under my hand and seal of said Court, this the 3rd day of November, A.D. 2014



Irene Gumula

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

**Motion by Commissioner Carter, seconded by Commissioner Clevenger,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Contract with NTS
and the Mallet Event Center & Arena, as per Contract recorded below**

Account Rep	Phone Number	Fax Number	Date

SPECIAL LIMITED TIME OFFER EXPIRES 04/12/2013 approved by Guy () Nathan () Deptl Mgr ()

Account Number	CPNI Password	Security Question	Security Answer
275716			
Directory Listing	Ph number	Current Provider	Contract Term
			60 months () 48 Months () 36 Months () 24 Months () 12 Month () Month to Month ()

Service Provided	Fiber Optic - Phone () Internet () Video ()	CLIP - Phone () DSL lns () DSL Distance
Phone Service:	4 line hunt	
Internet speed*	4mb hunt	Number of Static IPs
Commercial Video	No. STB	No. DVRs
Install Fee	0	Customer Initials/ date
Total Monthly Charges including Taxes and Fees	520.25	

Other governmental assessments are subject to change. In the event the services installed and lawful pricing for those services conflicts with this document or other statement and/or representation made to the Customer, the Customer shall be responsible to pay for the services actually installed at NTS' then lawful rates. All pricing, taxes and fees as well as terms and conditions of service are governed by the terms of this Business Service Order and Agreement, NTS' applicable Tariff, NTS' Generally Available Terms and Conditions, and the Service Specific Terms all of which are published on the Regulatory Information page at www.niscom.com. NTS' Tariffs are also on file with the respective state Commission. By signing below the Customer agrees to the applicable terms and conditions of service.

Authorization for Telephone Services

Billing Name	Hooker County Sheriff's Office	Contact Name	
Billing Address	302 Houston St. Ste 103	Title	
City/State/Zip	Waxahatchee, Texas 75884	Contact Number	
Service Address	302 Houston St. Ste 103	Fed Tax ID	
City/State/Zip	Waxahatchee, Texas 75884	SSN/DOB	
Phone Number		Package	A La Carte Features
		LD Provider	
		Area	
		Post	
		State	

By initiating here and signing below, I am authorizing NTS Communications to act as my agent to make the following changes to my telephone service:
 A) change my local service provider to NTS Communications. (initial here)
 B) change my intrastate long distance services provider to NTS Communications (initial here)
 C) change my interstate long distance services provider to NTS Communications (initial here)
 I understand that I may be required to pay a one-time charge to switch providers and may consult with the carrier as to whether the charge will apply.
 I have read and understand this letter of Agency. I am at least 18 years of age and legally authorized to enter into this Agreement and to change telephone companies for service, to the telephone numbers listed above.

Customer Authorized Signature: *[Signature]*
 Date: 10-27-14

Print Name: *Mark D Sprouts*

v20130506

NTS FIBER TO THE USER BUSINESS QUOTE SHEET

QUANTITY	HIGH SPEED INTERNET	USOC	MRC	NRC	TOTAL MRC	TOTAL NRC
	2.0 Mb / 512K & 25 e-mail addresses		\$ 28.95	\$ 75.00	\$ -	\$ -
	3.0 Mb / 768K & 25 e-mail addresses		\$ 58.95	\$ 75.00	\$ -	\$ -
	5.0 Mb / 1.0Mb & 25 e-mail addresses		\$ 98.95	\$ 75.00	\$ -	\$ -
	5.0 Mb / 1.0Mb & 25 e-mail addresses 35 month term required		\$ 78.95	\$ 75.00	\$ -	\$ -
	8.0 Mb / 2.0Mb & 25 e-mail addresses		\$ 148.95	\$ 75.00	\$ -	\$ -
	8.0 Mb / 2.0Mb & 25 e-mail addresses 35 month term required		\$ 128.95	\$ 75.00	\$ -	\$ -
	15.0 Mb / 3.0Mb & 25 e-mail addresses		\$ 278.95	\$ 75.00	\$ -	\$ -
	15.0 Mb / 3.0Mb & 25 e-mail addresses 35 month term required		\$ 248.95	\$ 75.00	\$ -	\$ -
	20.0 Mb / 5.0Mb & 25 e-mail addresses		\$ 348.95	\$ 75.00	\$ -	\$ -
	20.0 Mb / 5.0Mb & 25 e-mail addresses 35 month term required		\$ 298.95	\$ 75.00	\$ -	\$ -
1	40.0 Mb / 10.0Mb & 25 e-mail addresses		\$ 398.95	\$ 75.00	\$ 398.95	\$ 75.00
	40.0 Mb / 10.0Mb & 25 e-mail addresses 35 month term required		\$ 348.95	\$ 75.00	\$ -	\$ -
	1.0 Mb / 1.0Mb & 25 e-mail addresses		\$ 75.00	\$ 75.00	\$ -	\$ -
	2.0 Mb / 2.0Mb & 25 e-mail addresses		\$ 150.00	\$ 75.00	\$ -	\$ -
	3.0 Mb / 3.0Mb & 25 e-mail addresses		\$ 225.00	\$ 75.00	\$ -	\$ -
	5.0 Mb / 5.0Mb & 25 e-mail addresses		\$ 375.00	\$ 75.00	\$ -	\$ -
	8.0 Mb / 8.0Mb & 25 e-mail addresses		\$ 600.00	\$ 75.00	\$ -	\$ -
	10.0 Mb / 10.0Mb & 25 e-mail addresses		\$ 750.00	\$ 75.00	\$ -	\$ -
	12.0 Mb / 12.0Mb & 25 e-mail addresses		\$ 900.00	\$ 75.00	\$ -	\$ -
	15.0 Mb / 15.0Mb & 25 e-mail addresses		\$ 1,075.00	\$ 75.00	\$ -	\$ -
	20.0 Mb / 20.0Mb & 25 e-mail addresses		\$ 1,400.00	\$ 75.00	\$ -	\$ -
	25.0 Mb / 25.0Mb & 25 e-mail addresses		\$ 1,725.00	\$ 75.00	\$ -	\$ -
	30.0 Mb / 30.0Mb & 25 e-mail addresses		\$ 2,050.00	\$ 75.00	\$ -	\$ -
	35.0 Mb / 35.0Mb & 25 e-mail addresses		\$ 2,375.00	\$ 75.00	\$ -	\$ -
	40.0 Mb / 40.0Mb & 25 e-mail addresses		\$ 2,700.00	\$ 75.00	\$ -	\$ -
	45.0 Mb / 45.0Mb & 25 e-mail addresses		\$ 3,025.00	\$ 75.00	\$ -	\$ -
	50.0 Mb / 50.0Mb & 25 e-mail addresses		\$ 3,350.00	\$ 75.00	\$ -	\$ -
	55.0 Mb / 55.0Mb & 25 e-mail addresses		\$ 3,675.00	\$ 75.00	\$ -	\$ -
	60.0 Mb / 60.0Mb & 25 e-mail addresses		\$ 4,000.00	\$ 75.00	\$ -	\$ -
	65.0 Mb / 65.0Mb & 25 e-mail addresses		\$ 4,325.00	\$ 75.00	\$ -	\$ -
	70.0 Mb / 70.0Mb & 25 e-mail addresses		\$ 4,650.00	\$ 75.00	\$ -	\$ -
	75.0 Mb / 75.0Mb & 25 e-mail addresses		\$ 4,975.00	\$ 75.00	\$ -	\$ -
	80.0 Mb / 80.0Mb & 25 e-mail addresses		\$ 5,300.00	\$ 75.00	\$ -	\$ -
	85.0 Mb / 85.0Mb & 25 e-mail addresses		\$ 5,625.00	\$ 75.00	\$ -	\$ -
	90.0 Mb / 90.0Mb & 25 e-mail addresses		\$ 5,950.00	\$ 75.00	\$ -	\$ -
	100.0 Mb / 100.0Mb & 25 e-mail addresses		\$ 7,000.00	\$ 75.00	\$ -	\$ -
	Additional e-mail accounts		\$ 1.00	\$ -	\$ -	\$ -
1	Internet discount (retention)		\$ (100.00)	\$ -	\$ (100.00)	\$ -
			\$ -	\$ -	\$ 298.95	\$ 75.00

NTS FIBER TO THE USER BUSINESS QUOTE SHEET

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QUANTITY	DID SERVICE	USOC	MRC	NRC	TOTAL MRC	TOTAL NRC
0	DID Dual-Tone Multifrequency Signaling on Analog PMA Trunks - per trunk	DIDDT	\$ 20.00	\$ -	\$ -	\$ -
	DID Block of 100	DIDH	\$ 75.00	\$ 150.00	\$ -	\$ -
	DID Block of 100 after first 2 blocks of 100 DID's	DIDHA	\$ 15.00	\$ 150.00	\$ -	\$ -
	DID Block of 10	DIDT	\$ 18.00	\$ 25.00	\$ -	\$ -
1	CALL MANAGEMENT OPTIONS	USOC	MRC	NRC	TOTAL MRC	TOTAL NRC
	Anonymous Call Rejection (Caller ID Anonymous Call Rejection)	BACR	\$ 3.00	\$ 5.00	\$ -	\$ -
	Auto Recall Feed - '98	NTCBARF	\$ 4.75	\$ 5.00	\$ -	\$ -
	Business Vary Number	BVNI	\$ 1.00	\$ 22.00	\$ -	\$ -
	Business, Credit Hunting per line	BHC	\$ 0.75	\$ 2.50	\$ -	\$ -
	Business, Professional Hunting per line	BHP	\$ 2.00	\$ 2.50	\$ -	\$ -
	Teleshare - Per Path (for local usage add BRCP)	PRTO1	\$ 16.00	\$ 20.00	\$ -	\$ -
	Teleshare - Unlimited Local Usage Per Path Charge	BRCF	\$ 7.00	\$ -	\$ -	\$ -
	Teleshare - additional path		\$ 22.00	\$ -	\$ -	\$ -
	Business Anonymous Call Delivery (Caller ID Blocker)	BACD	\$ -	\$ -	\$ -	\$ -
	Call Forwarding	BCF	\$ 6.00	\$ 5.00	\$ 8.00	\$ 5.00
	Call Forwarding-Busy Line	BCFB	\$ 3.00	\$ 5.00	\$ -	\$ -
	Call Forwarding-Busy Line/Don't Answer	BCFBD	\$ 4.25	\$ 5.00	\$ -	\$ -
	Call Forwarding-Don't Answer	BCFD	\$ 3.00	\$ 5.00	\$ -	\$ -
	Call Return Feed - '98	NTCBRF	\$ 4.00	\$ 5.00	\$ -	\$ -
	Call Transfer (Incompatible with Three-Way Calling)	BCT	\$ 6.00	\$ 5.00	\$ -	\$ -
	Call Waiting	BCW	\$ 6.00	\$ 5.00	\$ -	\$ -
	Caller ID Name and Number	BCDI	\$ 6.00	\$ 10.00	\$ -	\$ -
	Caller ID on Call Waiting - must be subscribed to Call Waiting and Caller ID	BCDCW	\$ 4.25	\$ 5.00	\$ -	\$ -
	Carfax Bank Feature Package	CFEAPK	\$ 3.80	\$ 5.00	\$ -	\$ -
	Hot Line	HLA	\$ 3.00	\$ 10.75	\$ -	\$ -
	OPX - Check with Network Administration for availability	BCPX	\$ 30.00	\$ 30.00	\$ -	\$ -
	Priority Call - minimum of 31 numbers	BOR	\$ 2.00	\$ 5.00	\$ -	\$ -
	Personalized Ring - minimum 4 numbers per line, charge per number on line, one head - Multiple Directory Listings	BPR	\$ 5.50	\$ 2.50	\$ -	\$ -
	Remote Access To Call Forwarding	BCPR	\$ 2.00	\$ 5.00	\$ -	\$ -
	Selective Call Acceptance - minimum of 31 numbers	BCCA	\$ 3.00	\$ 5.00	\$ -	\$ -
	Selective Call Forwarding - minimum of 31 numbers	BCFS	\$ 4.00	\$ 5.00	\$ -	\$ -
	Call Blocker - minimum of 31 numbers	BCBR	\$ 3.50	\$ 5.00	\$ -	\$ -
	Simultaneous Call Forwarding	BCFSM	\$ 2.50	\$ 15.00	\$ -	\$ -
	Speed Calling 30	BCSD30	\$ 4.75	\$ 5.00	\$ -	\$ -
	Speed Calling 6	BCSD6	\$ 4.75	\$ 5.00	\$ -	\$ -
	Three-Way Calling Feed	NTCBWF	\$ 5.25	\$ 5.00	\$ -	\$ -
	Voice Mail Business - Basic - 30 message capacity. VMI requires one of the Call Forwarding features.	BVMB	\$ 5.00	\$ 10.00	\$ -	\$ -
	Voice Mail Business - Enhanced - 40 message capacity in main box. 3 Additional Mail Boxes with 10 message capacity each	BVME	\$ 14.00	\$ 10.00	\$ -	\$ -
	Voice Mail Business - Transfer mail-box for each member of a Hunt Group	BVMT	\$ 1.00	\$ -	\$ -	\$ -
	Voice Mail Business - Additional Messages (10)	BVMAM	\$ 4.00	\$ -	\$ -	\$ -
	Customer Alerting Establishment-Audible Only	BVMST	\$ -	\$ 10.75	\$ -	\$ -
	Customer Alerting Establishment-Visual & Audible	EMVBA	\$ -	\$ 10.75	\$ -	\$ -
	Block of 200 Minutes	NTC200	\$ 8.00	\$ -	\$ -	\$ -
	Block of 500 Minutes	NTC500	\$ 15.00	\$ -	\$ -	\$ -
	Block of 1000 Minutes	NTC1000	\$ 30.00	\$ -	\$ -	\$ -
					\$ 6.00	\$ 5.00

NTS FIBER TO THE USER BUSINESS QUOTE SHEET

QUANTITY	CALL SETUP OPTION	USOC	MRC	NRC	TOTAL MRC	TOTAL NRC
	Business, 3rd Party Billing Restriction	BCPBR	\$ -	\$ -	\$ -	\$ -
	Business, Collect Billing Restriction	BCBR	\$ -	\$ -	\$ -	\$ -
	Tel Restriction, per business line equipped	BTR	\$ 4.50	\$ 3.00	\$ -	\$ -
	Dis-Around Restriction	BDAR	\$ -	\$ -	\$ -	\$ -
	800/978 Call Restriction, Customer Request, Ter	CR800	\$ -	\$ -	\$ -	\$ -
	800/978 Call Restriction, Customer Request, Subsequent	CR800S	\$ -	\$ 7.00	\$ -	\$ -
	Directory Assistance Restriction (Blocks 1411 and 1.NPA.595.1212)	DAREST	\$ 2.25	\$ 5.00	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -

QUANTITY	COMMON LINE CHARGES	USOC	MRC	NRC	TOTAL MRC	TOTAL NRC
4	FCC-approved End User Common Line Charge, Individual Inland-Interurb, each	BEUCL	\$ 7.24	\$ -	\$ -	\$ 29.36
4	LNP Business (one per telephone number/area or Campus station)	BLNP	\$ 0.83	\$ -	\$ -	\$ 3.32
0	LNP Business PBX Trunk (one per circuit)	BLNPTK	\$ 7.47	\$ -	\$ -	\$ -
4	FCC Multi Line	SPCCM	\$ 0.57	\$ -	\$ -	\$ 2.28
4	Mandatory Expanded Local Calling (ELC)	BELC	\$ 7.00	\$ -	\$ -	\$ 28.00
4	SAS (Does not apply to Single)	MSAS	\$ 2.95	\$ -	\$ -	\$ 11.80
1	Regulatory Call Recovery Fee		\$ 3.46	\$ -	\$ -	\$ 3.46
1	Administrative Fee		\$ 3.19	\$ -	\$ -	\$ 3.19
0	Broadcast Fee		\$ 8.02	\$ -	\$ -	\$ -
1	Access Recovery Charge		\$ -	\$ -	\$ -	\$ 1.08

QUANTITY	DIRECTORY LISTING	USOC	MRC	NRC	TOTAL MRC	TOTAL NRC
	Business Address Directory Listing	BDLAW	\$ 7.95	\$ -	\$ -	\$ -
	Business Extra Directory Listing	BDLW	\$ 7.95	\$ -	\$ -	\$ -
	Business Additional Line Directory Listing	BDLAW	\$ 7.95	\$ -	\$ -	\$ -
	Business Foreign Directory Listing	BDLFW	\$ 7.95	\$ -	\$ -	\$ -
	Business Non-Listed Directory Service - Not in phone book but in Directory Assistance.	DLNLW	\$ 4.95	\$ -	\$ -	\$ -
	Business Non-Published telephone number - To be omitted from directory, color ID will still work.	DLNPW	\$ 4.95	\$ -	\$ -	\$ -

QUANTITY	NTS SERVICES	USOC	MRC	NRC	TOTAL MRC	TOTAL NRC
	Labor Charge (Per 1/4 Hour after 1st Hour/plus when dispatch is necessary it includes trouble on customer side of DMARC)		\$ -	\$ 25.00	\$ -	\$ -
	Labor Charge (Per Hour/One Hour Minimum) plus when dispatch is necessary it includes trouble on customer side of DMARC		\$ -	\$ 100.00	\$ -	\$ -
	Labor Charge After Hours (Per 1/4 Hour after 1st Hour)		\$ -	\$ 37.50	\$ -	\$ -
	Labor Charge After Hours (Per Hour/One Hour Minimum)		\$ -	\$ 150.00	\$ -	\$ -
	Replace existing jack (per extension)		\$ -	\$ 10.00	\$ -	\$ -
	Replace existing voice lines (per extension)		\$ -	\$ 25.00	\$ -	\$ -
	Replace existing CAT5/6/7 drop (per extension)		\$ -	\$ 35.00	\$ -	\$ -

QUANTITY	SERVICE CONNECTION, MOVES, CHANGES	USOC	MRC	NRC	TOTAL MRC	TOTAL NRC
	Central Office Access Additonal - (per line/trunk)	BCDA	\$ -	\$ 20.00	\$ -	\$ -
	Central Office Access Move - (per line/trunk)	BCDA	\$ -	\$ 20.00	\$ -	\$ -
4	Central Office Access New - (per line/trunk)	BCDA	\$ -	\$ 20.00	\$ -	\$ 80.00
	PC Change - In/Out/LATA or In/Out/LATA	PCPC	\$ -	\$ 5.00	\$ -	\$ -
	Service Interruption		\$ -	\$ 25.00	\$ -	\$ -
	Vacation Service (75% discount)	VACA	\$ -	\$ 25.00	\$ -	\$ -
	Secondary Service Order Charge (per line/trunk)	SSOC2	\$ -	\$ 16.05	\$ -	\$ -
1	Service Order Charge (per order)	SSOC	\$ -	\$ 40.00	\$ -	\$ 40.00
	Number Port - Value & South Plains Telephone		\$ -	\$ 50.00	\$ -	\$ -

QUANTITY	USAGE SENSITIVE CHARGES	USOC	MRC	NRC	TOTAL MRC	TOTAL NRC
N/A	Three-Way Calling Usage Sensitive	HTC3WU	\$ 0.75	\$ -	\$ -	\$ -
N/A	Auto Redial Usage Sensitive	HTCARMU	\$ 0.00	\$ -	\$ -	\$ -
N/A	Call Return Usage Sensitive	HTCRDRU	\$ 0.00	\$ -	\$ -	\$ -
N/A	Call Transfer Usage Sensitive	HTCTCTU	\$ -	\$ 8.00	\$ -	\$ -

NO CHG
DATE

\$ -	\$ -	\$ -
\$ 153.09	\$ 125.00	
\$ 299.95	\$ 75.00	
\$ -	\$ -	

*LOCAL SERVICE TOTAL
*BROADBAND TOTAL
*VIDEO SERVICE TOTAL

* Total Does Not include all applicable fees, surcharges, taxes, extended area service and other governmental assessments.
* This is only an estimate. In the event the services installed and lawful pricing for those services conflicts with this document or other statements and/or representations made to the Customer, the Customer shall be responsible to pay for the services actually installed at NTS' then lawful rates.
* If additional features or lines are ordered by customer in addition to those in this quote customer will be billed the appropriate rate.
* If the average monthly usage for Unlimited Advantage exceeds 3000 minutes for 3 consecutive months, the Customer will automatically transition to a base rate of \$65.95 per month. If the average usage exceeds 5000 minutes for 3 consecutive months, the Customer will automatically transition to a base rate of \$99.95 per month.

Shirley Penner

From: Dustin Precure <dprecure@hockeycounty.org>
Sent: Monday, October 20, 2014 12:03 PM
To: 'Linda Barrette'
Cc: 'Sandra Almaguer'; 'Shirley Penner'
Subject: FW: Contract and quote sheet.
Attachments: DOC035.PDF

Linda,

Here is the NTS contract for the Mallet Internet speed upgrade (at no extra charge). Please print off, fill out the highlighted portions, and send back to me. I'll make sure it gets back to the correct party. Thanks!

-Dustin

From: Jamee Munoz [mailto:Jamee.Munoz@ntscom.com]
Sent: Monday, October 20, 2014 9:18 AM
To: dprecure@hockeycounty.org
Subject: Contract and quote sheet.

Attached is the contact and the quote sheet for the free speed upgrade. The only thing I should warn you about this quote sheet and contract includes taxes. Now if you are tax exempt they remove the taxes, it's just impossible for me to build a quote sheet and a contract without it. If there are any questions please let me know.

Jamee Munoz
NTS Communications
1220 Broadway
Lubbock, Texas 79401
Phone #(806)797-0687 ext 4033
Fax #(806)776-4384
1-800-658-2150

We can't help everyone, but everyone can help someone. ~Ronald Reagan

**Motion by Commissioner Carter, seconded by Commissioner Thrash,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Resolution and
Interlocal Agreement with the Region 4 Education Service Center, as per Resolution
recorded below.**

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RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF HOCKLEY COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE REGION 4 EDUCATION SERVICE CENTER, WHICH SPONSORS THE COOPERATIVE PURCHASING NETWORK (TCPN), PROVIDING FOR A COOPERATIVE PURCHASING PROGRAM FOR GOODS AND SERVICES; DESIGNATING RANDY FERGUSON, MAINTENANCE SUPERVISOR, AS OFFICIAL REPRESENTATIVE OF THE COUNTY OF HOCKLEY RELATING TO THE PROGRAM.

WHEREAS, the Commissioners Court of the County of Hockley has been presented a proposed Interlocal Agreement by and between the Region 4 Education Service Center, which sponsors The Cooperative Purchasing Network, and the County of Hockley and found to be acceptable and in the best interests of the County of Hockley and its citizens, are hereby in all things approved.

WHEREAS, the County of Hockley, pursuant to the authority granted under Sections 271.102 of the Local Government Code, desires to participate in the described purchasing program sponsored by the Region 4 Education Service Center which is known as The Cooperative Purchasing Network, and in the opinion that participation in this program will be highly beneficial to the taxpayers through the anticipated savings to be realized.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF HOCKLEY, TEXAS;

Section I. The terms and conditions of the agreement having been reviewed by the Commissioners Court of the County of Hockley and found to be acceptable and in the best interests of the County of Hockley and its citizens are hereby in all things approved.

Section II. The Maintenance Supervisor, Randy Ferguson of the County of Hockley, under the direction of the Commissioners Court of the County of Hockley is hereby designated to act for the County of Hockley in all matters relating to The Cooperative Purchasing Network including the designation of specific contracts in which the County of Hockley desire to participate.

Section III. This resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED THIS THE 3RD DAY OF NOVEMBER, 2014.

ATTEST:

Irene Gumula, County Clerk
Larry Carter
Commissioner, Pct. 2
Tommy Clevenger
Commissioner, Pct. 4

Larry D. Sprows, County Judge
Curtis Thrash
Commissioner, Pct. 1
J.L. "Whitey" Barnett
Commissioner, Pct. 3

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF [Entity] (Entity),
(City), Texas, APPROVING THE TERMS AND CONDITIONS OF AN
INTERLOCAL AGREEMENT BETWEEN THE REGION 4 EDUCATION SERVICE CENTER,
WHICH SPONSORS THE COOPERATIVE PURCHASING NETWORK (TCPN), PROVIDING FOR A
COOPERATIVE PURCHASING PROGRAM FOR GOODS AND SERVICES;
DESIGNATING [Entity] (NAME AND/OR TITLE), AS OFFICIAL
REPRESENTATIVE OF THE [Entity] (Entity) RELATING TO THE
PROGRAM.

WHEREAS, the Commissioners Court of the [Entity] (Entity) has been
presented a proposed Interlocal Agreement by and between the Region 4 Education Service Center, which
sponsors The Cooperative Purchasing Network, and the [Entity] (Entity) and found
to be acceptable and in the best interests of the [Entity] (Entity) and its citizens,
are hereby in all things approved.

WHEREAS, the [Entity] (Entity) of [City], Texas,
pursuant to the authority granted under Sections 271.101 to 271.102 of the Local Government Code,
desires to participate in the described purchasing program sponsored by the Region 4 Education Service
Center which is known as The Cooperative Purchasing Network, and in the opinion that participation in
this program will be highly beneficial to the taxpayers through the anticipated savings to be realized.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE

[Entity] (Entity), [City], Texas:

Section I, The Terms and conditions of the agreement having been reviewed by the Commissioners Court
of the [Entity] (Entity) and found to be acceptable and in the best interests of
the [Entity] (Entity) and its citizens are hereby in all things approved.

Section II, The [Entity] (Title/Name) of the

[Entity] (Entity) under the direction of the Commissioners
Court of the [Entity] (Entity) is hereby designated to act for the
[Entity] (Entity) in all matters relating to The Cooperative Purchasing
Network including the designation of specific contracts in which the [Entity] (Entity)
desires to participate.

Section III, This resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED THIS THE [Day] DAY OF [Month] 200[Year]

ATTEST:

[Signature] (Authorized Signature)
[Signature] (Title)
[Signature] (Title)
[Signature] (Title)

- 10. All forms of written notice, under this agreement, shall be made by first class mail, postage prepaid and delivered to the parties of the agreement.
- 11. Member agrees to cooperate in compliance with any reasonable request for information and/or records made by the Cooperative. Breach of this provision may be grounds for termination after 10 days written notice to the Member.

Authorization

By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

School/District or Public Entity _____
 By _____
 Authorized Signature

_____ Title
 _____ Date

_____ Contact Person
 _____ Title of Contact
 _____ Street Address
 _____ City, State Zip
 _____ Contact's Telephone Number
 _____ E-mail Address

Region 4 Education Service Center
 By _____
 Authorized Signature
 _____ Title
 _____ Date
 _____ Telephone Number
 _____ Email Address
 robert.zingelmann@esc4.net

**INTERLOCAL AGREEMENT
Region 4 Education Service Center**

Contracting Parties

Heckley County
School District or Public Entity

County-District Number

101 - 950
County-District Number

This agreement is made between TCPN's primary lead agency Region 4 Education Service Center ("Region 4 ESC") and the following participating public agency (herein referred to as "member").

After competitively soliciting, evaluating and awarding its contracts to various suppliers, in compliance with its own policies, procedures, rules and regulations, Region 4 ESC agrees to make available such contracts through TCPN. All participating members may subsequently purchase from those contract offerings, for products and services, under the same terms, conditions and pricing offered to Region 4 ESC.

This agreement is for an initial one year term and is effective 11-3-14. This agreement shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This agreement may be terminated with or without cause by either party upon (60) days prior written notice, or may also be terminated for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Authority for such services is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102. The purpose of this cooperative is to obtain substantial savings for member school districts and public entities through volume purchasing.

Role of the Purchasing Cooperative:

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process.
5. Provide members with procedures for ordering, delivery, and billing.
6. Fully comply with all applicable state rules and regulations related to competitive procurement and cooperative purchasing in the State of Texas.

Role of the Member School District or Public Entity:

1. Commitment to participate in the program as indicated by an authorized signature in the appropriate space below.

2. Designate a contact person for the cooperative.
3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.
5. Issue any and all contracts, purchase orders, or other applicable authorizations for purchase (Purchase Orders) made on behalf of TCPN vendors. This agreement, however, does not obligate Member to purchase any commodities and/or services under any TCPN contract.
6. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
7. Pay vendors in a timely manner for all goods and services received.

General Provisions

1. The parties agree to comply fully with all applicable federal statutes, rules and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
2. It is the sole responsibility of each Member Agency to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.
3. This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of Region 4 ESC are located, which is Harris County, Texas.
4. If any term(s) or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
5. Before any party may resort to litigation, any claims, disputes or other matters in questions between the Parties to this Agreement shall be submitted to nonbinding mediation.
6. No party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees and agents as a result of this agreement being executed or the performance of the functions and obligations described herein.
7. This Agreement incorporates all agreements, covenants and understandings between the parties concerning subject matter in the Agreement. No prior agreement of understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this agreement.
8. TCPN makes the contract available to the Member "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the Member.
9. Region 4 ESC may amend this Agreement, provided that written notice is given to the Member no less than 60 days prior to the date that the change will take effect.

**Motion by Commissioner Thrash, seconded by Commissioner Barnett,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the purchase of a motor
grader through the Buy Board for use in Commissioner's Precinct 1, as per Quote
recorded below.**

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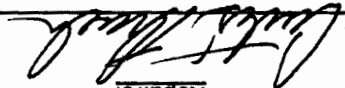
- Description
- Description
- 140M3 MOTOR GRADER
- CHROME MOLDBOARD, 14' PLUS
- COLD WEATHER PACKAGE
- LINES, STANDARD W/O ACCUMULATOR
- PRECLEANER, NON SY-KLONE
- BASE+2 (FL,RIP)
- STARTER, ELECTRIC, HEAVY DUTY
- LIGHTS, FRONT HEADLIGHTS, HIGH
- CAB, PLUS (STANDARD GLASS)
- CAB, PLUS (INTERIOR)
- SEAT BELT
- PRODUCT LINK, SATELLITE PL321
- GUARD GP, HITCH
- LANGUAGE, ENGLISH
- DECALS, ENGLISH (U.S.)
- ANTIFREEZE WINDSHIELD WASHER
- LIGHTS, WORKING, PLUS
- CAMERA, REAR VISION
- MIRRORS, OUTSIDE MOUNTED
- GUARD, TRANSMISSION
- HEATER, ENGINE COOLANT, 120V
- HITCH, TOWING
- AM/FM Radio
- TIRES, 14.00 * 24 BIAS PLY * MP

Buyboard Sell Price	\$251,500.00
Less Gross Trade Allowance (140M B9D1915)	(\$166,500.00)
Trade Difference	\$ 85,000.00
Guaranteed Minimum Repurchase	(\$173,000.00)
Total Cost	(\$88,000.00)

WARRANTY

Warren CAT Tier IV Governmental 5 YEAR or 5000 HOUR (whichever comes first) Full Machine Warranty Including Travel Time and Mileage for Warrantable Repairs.

Extended Warranty:

Accepted by  on 11-3-14

Signature

**Motion by Commissioner Clevenger, seconded by Commissioner Carter,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the purchase of a motor
grader through the Buy Board for use in Commissioner's Precinct 4, as per Quote
recorded below.**

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MACHINE SPECIFICATIONS

- Description
- 140M3 MOTOR GRADER
- CHROME MOLDBOARD, 14' PLUS
- COLD WEATHER PACKAGE
- LINES, STANDARD W/O ACCUMULATOR
- PRECLEANER, NON SY-KLONE
- BASE+2 (FL,RIP)
- STARTER, ELECTRIC, HEAVY DUTY
- LIGHTS, FRONT HEADLIGHTS, HIGH
- CAB, PLUS (STANDARD GLASS)
- CAB, PLUS (INTERIOR)
- SEAT BELT
- PRODUCT LINK, SATELLITE PL321
- TIRES, 14.024 BIAS PLY MP
- GUARD GP, HITCH
- LANGUAGE, ENGLISH
- DECALS, ENGLISH (U.S.)
- ANTIFREEZE WINDSHIELD WASHER
- LIGHTS, WORKING, PLUS
- CAMERA, REAR VISION
- MIRRORS, OUTSIDE MOUNTED
- GUARD, TRANSMISSION
- HEATER, ENGINE COOLANT, 120V
- HITCH, TOWING
- AM/FM Radio

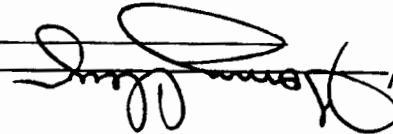
Buyboard Sell Price	\$251,500.00
Less Gross Trade Allowance (140M B9D1915)	(\$171,500.00)
Trade Difference	\$ 80,000.00
Guaranteed Minimum Repurchase	(\$173,000.00)
Total Cost	(\$93,000.00)

WARRANTY

Extended Warranty:

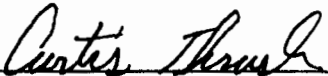
Warren CAT Tier IV Governmental 5 YEAR or 5000 HOUR (whichever comes first) Full Machine Warranty including Travel Time and Mileage for Warrantable Repairs.

#

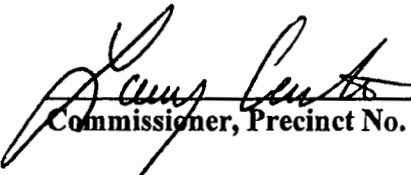
Accepted by  on 11-3-2014
Signature

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

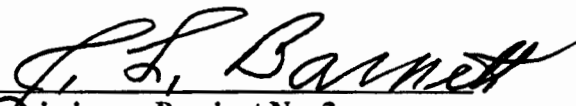
The foregoing Minutes of a Commissioners' Court meeting held on the 3rd
day of November, A. D. 2014, was examined by me and approved.



Commissioner, Precinct No. 1



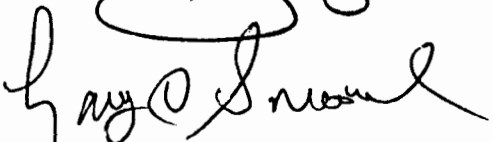
Commissioner, Precinct No. 2




Commissioner, Precinct No. 3



Commissioner, Precinct No. 4



County Judge



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