

**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 21ST day of December, 2015 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 Regular Meeting of the Commissioners' Court held Monday, December 7, 2015.
2. Read for approval all monthly bills and claims submitted to the court and dated through December 21, 2015.
3. Consider and take necessary action to approve refunds for ad valorem taxes.
4. Hear from South Plains Association of Governments an explanation of Regional Water Planning.
5. Consider and take necessary action to approve the Interlocal Agreement for Street Maintenance with Smyer.
6. Consider and take necessary action to advertise for bids for hauling 7500 yards of caliche from Precinct 3 pit to Fisher and Delaware Roads in Precinct 4.
7. Consider and take necessary action to approve two road crossings for Windstream Communications in Precinct 1 and Precinct 4.
8. Consider and take necessary action to approve the Letter of Resignation from Librarian, Kay Daniel.
9. Consider and take necessary action to approve advertising for librarian position.
10. Consider and take necessary action to approve the purchase from the Buy Board of a maintainer for Precinct 1.
11. Consider and take necessary action to approve the purchase from the Buy Board of a maintainer for Precinct 4.
12. Consider and take necessary action to approve the purchase of a 2015 Broce CT350 Hydrostatic Road Broom for Precinct 4.
13. Consider and take necessary action to approve amendments and line item transfers for 2015.
14. Consider and take necessary action to approve the Contract with Mentis Technology Solutions for the aiSmartBench.
15. Consider and take necessary action to approve the 2016 TAC Management Pool Insurance for 2016.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

BY: _____

Randy D. Suman
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 18TH day of December, 2015, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 18TH day of December, 2015.

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

VOL. 63 PAGE

Filed for Record
at _____ o'clock _____ M.

DEC 18 '15
219
Irene Gumula
County Clerk Hockley County, Texas

SPECIAL MEETING
DECEMBER 21st , 2015

Be it remembered that on this the 21st day of December A.D. 2015, 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:

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 Carter, 4 Votes Yes, 0 Votes No, that the Minutes of a Regular meeting of the Commissioners' Court, held on the 7th day of December, A.D. 2015, be approved and stand as read.

Motion by Commissioner Thrash, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through December 21st , A. D. 2015, be approved and stand as read.

Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court grant permission and authority to Windstream Communications to lay, construct, operate and maintain buried phone lines under and across county roads, situated in Commissioners Precinct No. 1, Hockley County, Texas as set forth in the below recorded Petition, Exhibit and Order of the Court.

Motion by Commissioner Clevenger, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court grant permission and authority to Windstream Communications to lay, construct, operate and maintain buried phone lines under and across county roads, situated in Commissioners Precinct No. 4, 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 WINDSTREAM COMMUNICATIONS FOR
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS**

PETITION

Comes now, the Petitioner, WINDSTREAM COMMUNICATIONS, a corporation of the State of Texas, and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain buried phone lines under and across certain county roads situated in Hockley County, Texas, which said buried phone lines are to be used for the purpose of transporting phone service 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 phone lines 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 phone lines undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said phone lines undercrossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each phone lines undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said phone lines 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 phone lines are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said phone lines 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 phone lines 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 phone lines 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 8th day of DECEMBER, 2015.

BY 

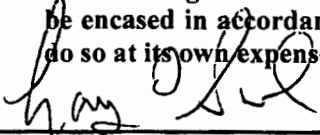
BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF WINDSTREAM COMMUNICATIONS 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 WINDSTREAM COMMUNICATIONS, 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 cable 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, WINDSTREAM COMMUNICATIONS is hereby granted permission and authority to lay, construct, operate and maintain buried cable 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 cable undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said buried cable undercrossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each buried cable undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said buried cable 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 cable are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said buried cable 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.
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County Judge



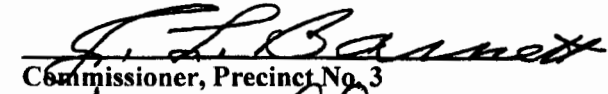
Commissioner, Precinct No. 1



Commissioner, Precinct No. 2

12-21-2015

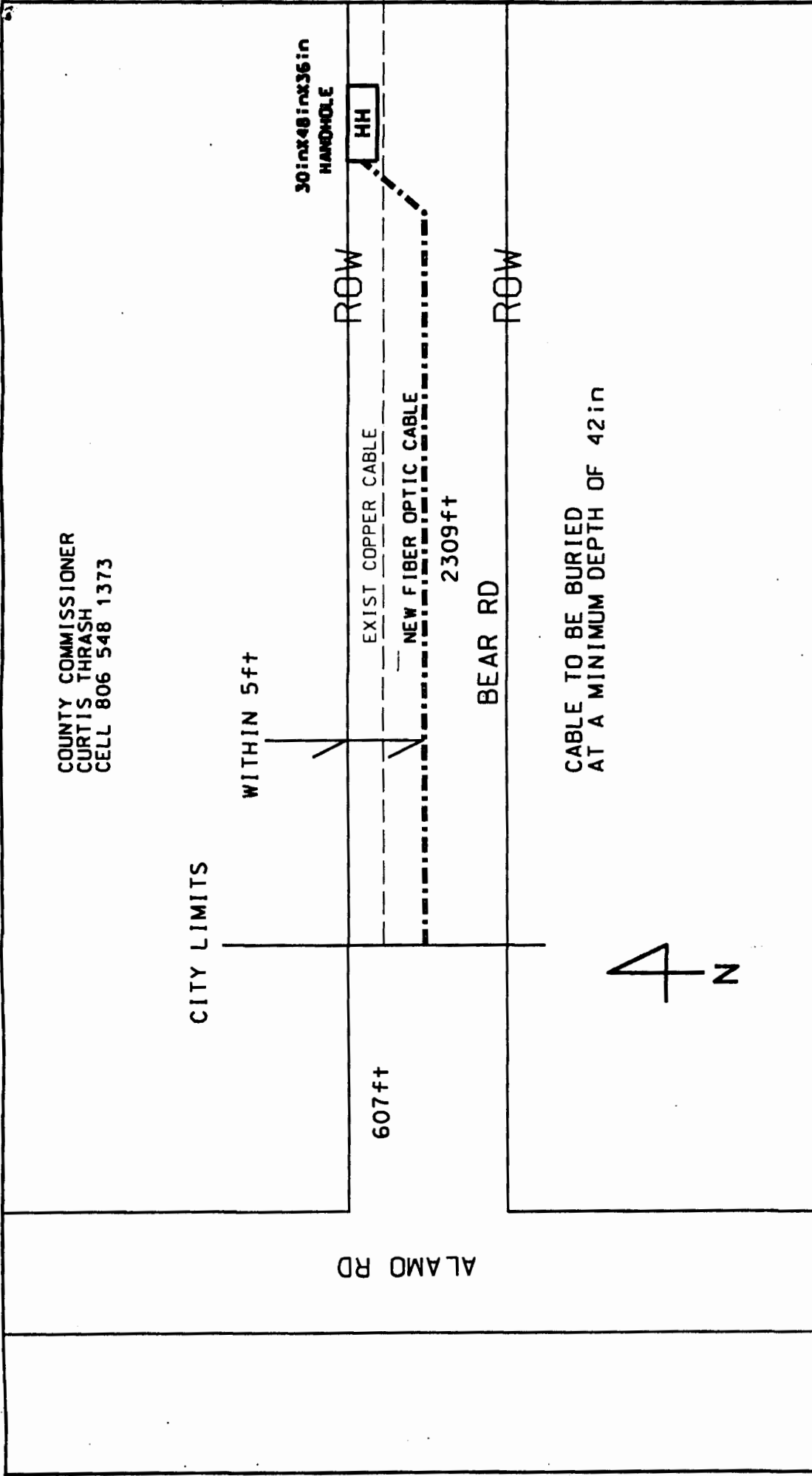
Date



Commissioner, Precinct No. 3



Commissioner, Precinct No. 4



COUNTY COMMISSIONER
 CURTIS THRASH
 CELL 806 548 1373

Work Order#: 748853486	Exchange District: Levelland Texas TX2 TEXAS WEST	Cut Sheet Req: <input type="checkbox"/>	Job Title: AT&T 13553489 LVL008	 windstream communications
DATE: 12/07/2015	Revision#: 0 Revision Date: 08/08/2015	Permit Req: <input checked="" type="checkbox"/>	Project Manager: Bobby Wood 806 679 5928	
Engineers: Raymond K Pickett	Sheet 1 of 1	Map Req: <input type="checkbox"/>		
Phone No: 806 637 7581		Joint Work Req: <input type="checkbox"/>		

LEVELLAND TX W0740053406



AT&T TOWER

WORK LOC



DELORME

© DeLorme, DeLorme Street Atlas USA® 2015. Data used subject to license.

www.delorme.com

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF Windstream Communications FOR
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

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DATED this 10th day of December, 2015.

Raymond Pickett

BY Raymond Pickett

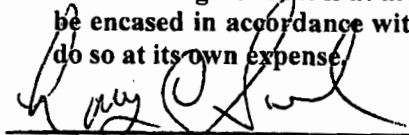
BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF WINDSTREAM COMMUNICATIONS FOR
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS
ORDER

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County Judge




Commissioner, Precinct No. 1



Commissioner, Precinct No. 2

12-21-2015

Date



Commissioner, Precinct No. 3

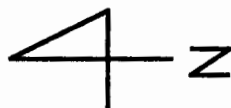
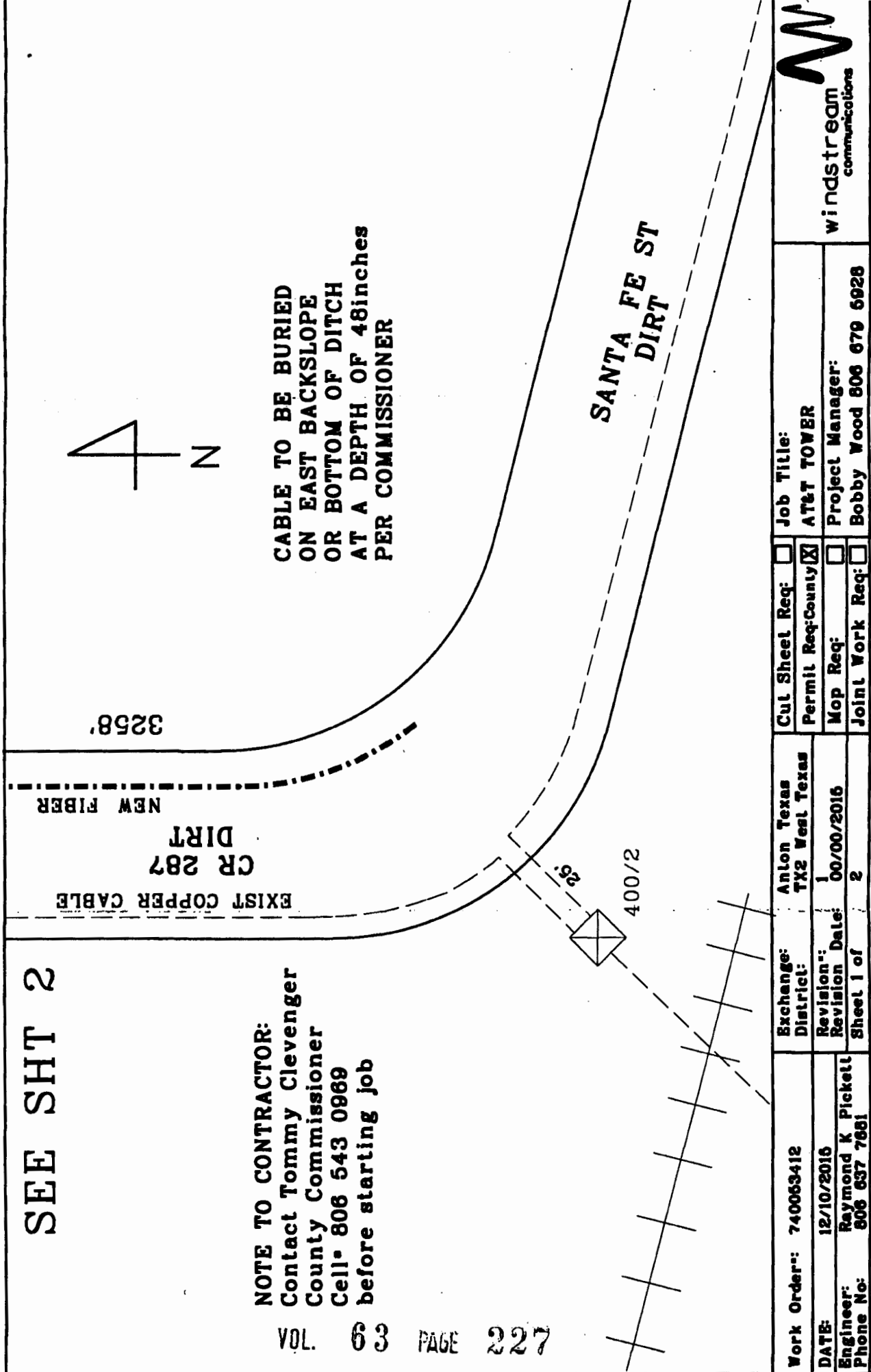


Commissioner, Precinct No. 4

SEE SHT 2

NOTE TO CONTRACTOR:
 Contact Tommy Clevenger
 County Commissioner
 Cell- 806 543 0969
 before starting job

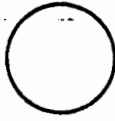
VOL. 63 PAGE 227



Work Order: 740063412 DATE: 12/10/2016 Engineer: Raymond K Pickett Phone No: 806 637 7881		Exchange: Anton Texas District: TX2 West Texas Revision: 1 Revision Date: 00/00/2016 Sheet 1 of 2		Job Title: AT&T TOWER Project Manager: Bobby Wood 806 679 6928		windstream communications
Cut Sheet Req: <input type="checkbox"/>	Permit Req: County <input checked="" type="checkbox"/>	Mop Req: <input type="checkbox"/>	Joint Work Req: <input type="checkbox"/>			

AT&T TOWER

CABLE TO BE BURIED
ON SOUTH BACKSLOPE
OR BOTTOM OF DITCH
AT A DEPTH OF 48inches
PER COMMISSIONER



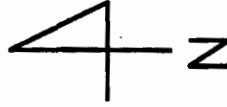
BORE & PL 48'
2inch PLAS PIPE
BORE TO BE AT A
DEPTH OF 48inches



EXIST COPPER CABLE
NEW FIBER
TENNESSEE RD
DIRT

2460'

CABLE TO BE BURIED
ON EAST BACKSLOPE
OR BOTTOM OF DITCH
AT A DEPTH OF 48inches
PER COMMISSIONER



NOTE TO CONTRACTOR:
Contact Tommy Clevenger
County Commissioner
Cell• 806 543 0969
before starting job

BORE & PL 48'
2inch PLAS PIPE
BORE TO BE AT A
DEPTH OF 48inches



EXIST COPPER CABLE
CR 287
DIRT
NEW FIBER

Work Order: 740063412
DATE: 12/10/2016
Engineer: Raymond K Pickell
Phone No: 806 637 7661

Exchange: Anton Texas
District: TX2 West Texas
Revision: 1
Revision Date: 00/00/2016
Sheet 2 of 2

Cut Sheet Req:
Permit Req: County
Mop Req:
Joint Work Req:

Job Title:
AT&T TOWER
Project Manager:
Bobby Wood 806 679 6928



ANTON TX WO740053412

AT&T TOWER

LAMB COUNTY

HOCKLEY COUNTY



Scale 1:12,000



Motion by Commissioner Carter, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the tax refund in the amount of Two Thousand Three Hundred and Fifty Two Dollars and Eighty Eight (\$2352.88) to Charles Nichols, approve the tax refund in the amount of One Thousand Sixteen Dollars and Twenty Nine Cents (\$1116.29) to Virgil & Shelly Gibbs, approve the tax refund in the amount of Seven Hundred Ninety Seven Dollars and Fifteen Cents (\$797.15) to Dean Gilborne, as per Debra Bramlett, Tax Assessor/Collector.

South Plains Association of Governments on explanation of Regional Water planning. Discussion only.

Motion by Commissioner Clevenger, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved the Interlocal Agreement for Street Maintenance with Smyer, as per Interlocal Agreement recorded below.

Region "O" Regional Water Planning Group

The Llano Estacado Regional Water Planning Area (Region O) includes 21 counties in the Southern High Plains of Texas. There are a total of 66 municipalities in Region O with the largest cities being Brownfield, Hereford, Lamesa, Levelland, Lubbock, and Plainview.

Counties in the region include: Bailey, Briscoe, Castro, Cochran, Crosby, Dawson, Deaf Smith, Dickens, Floyd, Gaines, Garza, Hale, Hockley, Lamb, Lubbock, Lynn, Motley, Parmer, Swisher, Terry, and Yoakum.

RWPG Purpose:

The Llano Estacado Regional Water Planning Group (LERWPG) is tasked with developing and adopting a regional water plan in accordance with Senate Bill 1 and Senate Bill 2 as passed by the Texas Legislature.

The group's mission statement is to "develop, promote, and implement water conservation, augmentation, and management strategies to provide adequate water supplies for the Llano Estacado Regional Water Planning Area and to stabilize or improve the economic and social viability and longevity of the region through these activities."

The South Plains Association of Governments will be assuming the role as the political subdivision for the 5th planning cycle (2017-2021) and will be responsible for all administrative duties associated with that function. This will be accomplished utilizing the allocation of water planning dues noted in Table 2.

Regional Water Planning Group Members:

The regional plan for the Llano Estacado Regional Water Planning Area is being revised and updated by a 22-member volunteer group representing water use categories within the region. This group was appointed by the Texas Water Development Board from nominations by area citizens. The regional planning group voting membership is currently limited to 25 persons. In addition to the voting members, there are five non-voting members, including the Texas Water Development Board project manager, the regional water planning group's technical consultant, and representatives from Texas Parks and Wildlife Department, Texas Department of Agriculture, and the Texas Commission on Environmental Quality, as required by TWDB regional water planning rules.

Members of the Llano Estacado Regional Water Planning Group's Executive Committee:

Chairman H. P. (Bo) Brown Jr.
 Vice-Chairman Aubrey A. Spear
 Secretary-Treasurer Doug Hutcheson

Table 1:

MEMBERS	TERM	WATER USER GROUP	CITY
Dr. Melanie Barnes	2019	Public	Lubbock, TX
Vacant	2019	Municipalities (Large) 30,000 or more	Lubbock, TX
H. P. Brown Jr.	2017	Agriculture/Cattle	Lubbock, TX
Jack Campsey	2017	Groundwater Management Area # 6	Quanah, TX
Jason Coleman, P. E.	2017	Water Districts	Ropesville, TX
Delmon Ellison Jr.	2014	Agriculture	Seagraves, TX
Harvey Everheart	2017	Water Districts	Lamesa, TX
Vacant	2019	Oil & Gas	
Bill Harbin	2019	Electrical Generation	Floydada, TX
Ronnie Hopper	2017	Groundwater Management Area # 2	Petersburg, TX
Doug Hutcheson	2019	Water Utilities	Wolfforth, TX
Tom Simons	2019	Municipalities (Medium) 10-30,000	Hereford, TX

Mark Kirkpatrick	2017	Agriculture	Post, TX
Michael McClendon	2017	River Authorities	Waco, TX
Don McElroy	2017	Small Business	Muleshoe, TX
Charles (Charlie) Morris	2017	County Governments	Spur, TX
Dr. Ken Rainwater	2017	Public	Lubbock, TX
Kent Satterwhite	2017	Water Districts	Sanford, TX
Aubrey A. Spear P.E.	2019	Municipalities (Large) 30,000 or more	Lubbock, TX
Jim Steiert	2017	Environment	Hereford, TX
John Taylor	2019	Municipalities (Small) Less than 10,000	Friona, TX
Jimmy Wedel	2019	Agriculture	Lubbock, TX
NON-VOTING MEMBERS		REPRESENTING	CITY
Sarah Backhouse	N/A	TWDB Project Manager	Austin, TX
John Clayton	N/A	TX Parks and Wildlife Department representative	Waco, TX
Andrew Donnelly and Amy Ewing	N/A	Technical Consultant - Daniel B. Stephens and Associates	Austin, TX
Jay Keith	N/A	Texas Commission on Environmental Quality (TCEQ) representative	Lubbock, TX
Matt Williams	N/A	TX Department of Agriculture representative	Lubbock, TX

Annual Administrative Funding Requests by Entity:

Table 2:

Contribution Schedule to Region O Administrative Duties through SPAG:		
Groundwater Districts	18.3%	\$12,000
Municipalities	38.2%	\$25,000
Surface Water Districts	18.3%	\$12,000
Counties	18.3%	\$12,000
Other	6.9%	\$4,500
		\$65,500

General SPAG Information:

The South Plains Association of Governments is one of 24 'Councils of Governments' in the State of Texas and is a voluntary association created by the local governments within state planning region two. SPAG is an independent political subdivision of the state and is an instrument of local governments. The SPAG region covers 15 of the 21 counties that make up Region O. In addition to housing the Regional 9-1-1 program, Area Agency on Agency, Economic Development, 2-1-1 Texas South Plains and local Law Enforcement Training Academy, SPAG also includes the Regional Services Department. This department which will provide the administrative support for the Region O Water Planning Group already provides a variety of services to local governments in the region including Criminal Justice Planning, Solid Waste Planning, Homeland Security, Community Development, Census data and research, Transportation and coordinates Region 3 Quarterly Texas Municipal League Meetings.



Additional Resources:

<http://www.llanoplan.org/>

<http://www.twdb.texas.gov/waterplanning/rwp/regions/o/index.asp>

STATE OF TEXAS

COUNTY OF HOCKLEY

INTERLOCAL AGREEMENT FOR STREET MAINTENANCE BETWEEN CITY OF SMYER, TEXAS AND HOCKLEY COUNTY, TEXAS

THIS INTERLOCAL CONTRACT is entered into this _____ day of _____, 2015, by and between the COUNTY OF HOCKLEY, TEXAS, acting by and through its duly authorized representatives, the Hockley County Commissioners Court, Larry Sprows, County Judge (hereinafter referred to as Hockley County) and City of Smyer, Texas acting by and through its duly authorized representative, the City Council of Smyer, Texas and the Mayor, (hereinafter referred to as Smyer).

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code, as amended: and Section 251.012 of the Texas Transportation Code: and

WHEREAS, the governing bodies of the above named Government Units find that the undertaking is necessary for the benefit of the public and that each party has the legal authority to provide the governmental function or service which is the subject matter of this Contract and Government Units find that the performance of this Contract is in the common interest of both parties; and

WHEREAS, the governing bodies of the above named Government Units, both being political subdivisions of the State of Texas, desire to enter into an agreement whereby Hockley County, Texas will provide to Smyer, Texas Street Maintenance.

FOR AND IN CONSIDERATION of the mutual undertaking hereinafter set forth and for adequate consideration given, the above named Government Units agree as follows:

**I.
TERM**

This agreement shall become effective upon the date of execution by the last party signing the Agreement and shall continue in full force and effect for one year.

**II.
TERMINATION**

It is further agreed by and between the parties hereto that either party shall have the right to terminate this Agreement for any reason without penalty upon sixty (60) days written notice to the other party of such intention to terminate.

**III.
PAYMENT FOR SERVICES**

Payment shall be made by Smyer to Hockley County, Texas.

**IV.
RESPONSIBILITIES OF HOCKLEY COUNTY**

Hockley County will provide construction, improvements, maintenance or repair of Smyer City streets that are an integral part of the County road system and to accomplish a County purpose. The streets maintained by Hockley County are for County business.

**V.
HOLD HARMLESS**

Smyer will hold Hockley County Harmless for any damages, lawsuits, attorney's fees, claims as a result of providing the Street Maintenance service. Smyer will reimburse Hockley County for all expense in defending itself. Smyer will provide a liability insurance policy to cover all damages, expenses, claims and attorney's fees.

**VI.
IMMUNITY**

It is expressly understood and agreed that, in the execution of this Contract, neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

**VII.
RESOLUTION**

This Agreement shall be executed by the duly authorized official(s) of each party.

**VIII.
ENTIRE AGREEMENT**

This Contract embodies the entire agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.

**IX.
VENUE**

The parties to this Agreement agree and covenant that this Agreement will be enforceable in Hockley County, Texas and that if legal action is necessary to enforce this Agreement exclusive venue will lie in Hockley County, Texas.

**X.
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every

other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without first obtaining consent of the parties in writing. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

**XI.
SEVERABILITY**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XII.
APPLICABLE LAW**

This agreement is entered into subject to the laws of the State of Texas.

IN WITNESS WHEREOF, the parties enter into this Contract on the 21st day of Dec, 2015.

COUNTY OF HOCKLEY, TEXAS

Larry Sprowls
Larry Sprowls, County Judge

City of Smyer, Texas

Mary Beth Sims
Mary Beth Sims, Mayor

Attest:

Irene Gumula
Irene Gumula, County Clerk

Jolann Beard
Jolann Beard Secretary

**Motion by Commissioner Clevenger, seconded by Commissioner Carter,
4 Votes Yes, 0 Votes No, that Commissioners' Court advertise for bids for hauling 7500 yards of
caliche from Precinct 3 pit to Fisher and Delaware Roads in Precinct 4, as per "Notice to
Bidders", recorded below.**

THE STATE OF TEXAS

IN THE COMMISSIONERS' COURT

COUNTY OF HOCKLEY

OF HOCKLEY COUNTY, TEXAS

NOTICE TO BIDDERS

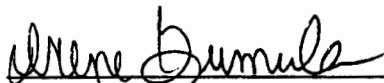
Notice is hereby given that the Commissioners' Court of Hockley County, Texas, will receive sealed bids, in the office of the County Judge located at 802 Houston St., Ste. 101, Levelland, Texas, until 10:00 A.M., Monday, January 11, 2016, for the following described:

Hauling of approximately 7500 yards of caliche from Precinct 3 pit to Fisher and Delaware Roads in Precinct 4.

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

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

Given under my hand and seal of said Court, this the 21ST day of December, 2015.



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



**Motion by Commissioner Barnett, seconded by Commissioner Thrash,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Letter of Resignation from
Librarian Kay Daniel, as per Letter of Resignation recorded below.**

VOL. 63 PAGE 238

Hockley County Memorial Library

802 Houston St., Suite 108
Levelland, Texas 79336
(806) 894-6750

November 20, 2015

Judge Larry Sprowls
Hockley County
802 Houston Street
Levelland, Texas 79336

Dear Judge Sprowls,

This letter is to inform you that I will be retiring as of January 31, 2016. It has been an honor to serve as the Hockley County Librarian and as the Assistant County Librarian. It has been a blessing to me and my family.

I feel that I am leaving the library in the hands of very capable staff during this transition. Again, I cannot express how much I appreciate your leadership and the Hockley County Commissioners.

Sincerely,



Kay Daniel
Hockley County Librarian

**Motion by Commissioner Carter, seconded by Commissioner Clevenger,
4 Votes Yes, 0 Votes No, that Commissioners' Court advertise for librarian position, as per
Notice recorded below.**

VOL. 63 PAGE 240

EMPLOYMENT NOTICE

The Hockley County Commissioners Court is requesting applications for the POSITION of LIBRARIAN.

REQUIREMENT: Bachelors degree from an accredited College or University, and completion of MASTERS Degree in Library Science within two years of employment.

Applications may be obtained in the office of the County Judge, Suite 101, Hockley County Courthouse, 802 Houston, Levelland Texas. Applications may be obtained between the hours of 9:00 a.m. and 5:00 p.m. . Applications, current resumes, and transcripts, shall be returned to that address.

Deadline: 5:00 p.m. January 22nd. 2016.

Hockley County is an equal opportunity employer and shall not discriminate against any applicant because of race, religion, national origin, gender, or race

**Motion by Commissioner Thrash, seconded by Commissioner Clevenger,
4 Votes Yes, 0 Votes No, that Commissioners' Court purchased from the Buy Board a
maintainer for Precinct 1, as per Bid recorded below.**



Quote 166866-01

December 9, 2015

HOCKLEY COUNTY 1
BOARD OF COUNTY COMMISSIONERS
802 HOUSTON ST STE 103
LEVELLAND,
Texas
79336-3706

Attention: CURTIS THRASH

Dear CURTIS THRASH,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New CATERPILLAR Model: 140M3 Motor Graders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER:C71096 SERIAL NUMBER:0N9D00494 YEAR:2015

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.
Sincerely,

Brian Hutcheson
Machine Sales Representative

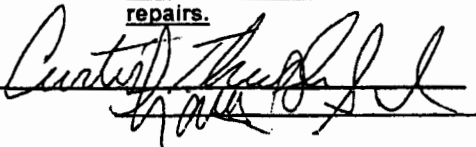
MACHINE SPECIFICATIONS

140M3 MOTOR GRADER
 CHROME MOLDBOARD, 14' PLUS
 COLD WEATHER PACKAGE
 LINES, STANDARD W/O ACCUMULATOR
 PRECLEANER, SY-KLONE
 BASE+2 (FL,RIP)
 STARTER, ELECTRIC, HEAVY DUTY
 LIGHTS, FRONT HEADLIGHTS, HIGH
 CAB, PLUS (STANDARD GLASS)
 CAB, PLUS (INTERIOR)
 SEAT BELT
 JOYSTICK CONTROLS, BASIC
 GUARD GP, HITCH
 LANGUAGE, ENGLISH
 DECALS, ENGLISH (U.S.)
 LIGHTS, WORKING, PLUS
 LIGHT, LED WARNING STROBE
 MOUNTING, WARNING LIGHT
 CAMERA, REAR VISION
 MIRRORS, OUTSIDE MOUNTED
 GUARD, TRANSMISSION
 HEATER, ENGINE COOLANT, 120V
 PRODUCT LINK, SATELLITE PLE631
 AM/FM Radio
 14.00 Bias Ply Wheels and Tires

Buyboard Sell Price	\$257,500.00
Less Gross Trade Allowance (2010 140M B9M985)	(\$163,000.00)
Trade Difference	\$94,500.00
Guaranteed Minimum Repurchase 5 Year or 5000 Hours	(\$170,000.00)
Total Cost	(\$75,500.00)

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 warratable repairs.

Accepted by  on 12-21-15
 Signature

**Motion by Commissioner Clevenger, seconded by Commissioner Thrash,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the purchase from the Buy Board
of a maintainer for Precinct 4, as per Bid recorded below.**



Quote 166865-01

December 9, 2015

HOCKLEY COUNTY 4
BOARD OF COUNTY COMMISSIONERS
802 HOUSTON ST STE 103
LEVELLAND,
Texas
79336-3706

Attention: TOMMY CLEVINGER

Dear TOMMY CLEVINGER,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New CATERPILLAR Model: 140M3 Motor Graders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER:C71444 SERIAL NUMBER:0N9D00503 YEAR:2015

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.
Sincerely,

Brian Hutcheson
Machine Sales Representative

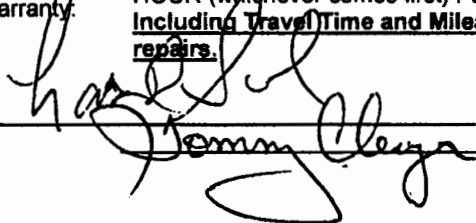
MACHINE SPECIFICATIONS

140M3 MOTOR GRADER
 CHROME MOLDBOARD, 14' PLUS
 COLD WEATHER PACKAGE
 LINES, STANDARD W/O ACCUMULATOR
 PRECLEANER, 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 PLE631
 JOYSTICK CONTROLS, BASIC
 GUARD GP, HITCH
 LANGUAGE, ENGLISH
 DECALS, ENGLISH (U.S.)
 LIGHTS, WORKING, PLUS
 LIGHT, LED WARNING STROBE
 MOUNTING, WARNING LIGHT
 CAMERA, REAR VISION
 MIRRORS, OUTSIDE MOUNTED
 GUARD, TRANSMISSION
 HEATER, ENGINE COOLANT, 120V
 AM/FM Radio
 14.00 Bias Ply Wheels and Tires

Buyboard Sell Price	\$257,500.00
Less Gross Trade Allowance (2011 140M B9D3049)	(\$168,000.00)
Trade Difference	\$89,500.00
Guaranteed Minimum Repurchase 5 Year or 5000 Hours	(\$170,000.00)
Total Cost	(\$80,500.00)

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 warratable repairs.

Accepted by  on 12-21-2015
 Signature

**Motion by Commissioner Clevenger, seconded by Commissioner Carter,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the purchase of a 2015 Broce
CT350 Hydrostatic Road Broom for Precinct 4, as per Bid recorded below.**

VOL. 63 PAGE 248



To: Hockley county
From: Bee Equipment Sales, Ltd

This is a quote for the purchase of a new 2015 broce broom CT350 Hydrostatic road broom Purchased through Buyboard contract 424-13. This machine is new and will have all Broce standard features. This machine will also come equipped with these options:

Standard Broce Broom CT350 including CAT engine
With the following options:

- Air stack extension
- Turbo 2 pre cleaner
- Suspension seat
- Light group with turn signal
- 150 gallon pressurized water system
- amber beacon
- Hydraulic temp gauge
- Audible engine alarm w/ warning lights
- Sound suppressed cab with 2 full doors and front wiper
- Heavy duty heater & defroster
- Pressurized air conditioner
- Rear wiper
- Windshield washer (front&rear)
- West coast mirror

Machine with options total	\$56,500
buyboard 424-13 6% discount	(\$3,390)
Freight	\$860.00
HRT	\$103
Total purchase price FOB Levelland TX:	\$54,073.00

Thank you for this opportunity,
Robert Bean
Bee Equipment Sales, Ltd
(806)-789-7338 cell
(806)-745-1511 office
(806)-454-4532 fax
rbean@beeequipmentsales.com

Accepted by *Hayden Q. Ford*
Date - 12/21/15

**Motion by Commissioner Carter, seconded by Commissioner Clevenger,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve amendments and line item
transfers for 2015, as per Transfers recorded below.**

From Amount	G/L Code	Account Name	To Amount
	012-400-220	STATE SUPPLEMENT	5,655.00
	012-400-222	EXCESS SUPPLEMENT FUNDS	640.00
=====			=====
			6,295.00

From Amount	G/L Code	Account Name	To Amount
486.00	010-401-330	OFFICE SUPPLIES	
1,400.00	010-401-427	SEMINAR EXPENSE -COMMISSIONERS	
	010-401-471	BONDS & DUES	1,886.00
	010-405-204	HEALTH INSURANCE	1,935.00
400.00	010-405-330	SUPPLIES	
1,535.00	010-405-427	SEMINAR EXPENSE	
	010-409-202	RETIRES HEALTH INSURANCE	92,750.00
13,450.00	010-544-490	FIRE PREVENTION - LEVELLAND	
45,300.00	010-696-495	UNFORESEEN CONTINGENCIES	
5,000.00	010-409-311	POSTAGE METER	
1,500.00	010-409-405	COMPLIANCE PLUS TESTING	
2,000.00	010-409-422	INTERNET SERVICE	
6,000.00	010-409-427	ROPES VOL FIRE MATCHING FUNDS	
1,500.00	010-409-431	PUBLICATIONS & ADVERTISING	
3,000.00	010-409-467	FOOTBALL LEAGUE	
6,000.00	010-409-471	ANTON SENIOR CITIZENS	
9,000.00	010-409-482	VARIOUS INSURANCE PREMIUMS	
===== 96,571.00			===== 96,571.00

From Amount	G/L Code	Account Name	To Amount
9,000.00	010-485-204	HEALTH INSURANCE	
	010-485-409	AUTOPSY	28,500.00
4,000.00	010-485-410	COMMITMENT EXPENSES	
3,500.00	010-485-496	VARIOUS OTHER COURT EXPENSES	
850.00	010-485-580	D.A. ONLINE RESEARCH	
11,150.00	010-696-495	UNFORESEEN CONTINGENCIES	
10,000.00	010-490-109	ELECTION WORKERS	
	010-490-330	OFFICE SUPPLIES	10,000.00
=====			=====
38,500.00			38,500.00

From Amount	G/L Code	Account Name	To Amount
640.00	010-490-420	TELEPHONE	
	010-490-421	CELL PHONE ALLOWANCE	390.00
	010-490-427	SEMINAR EXPENSE	250.00
	010-490-204	HEALTH INSURANCE	6,550.00
6,550.00	010-544-490	FIRE PREVENTION - LEVELLAND	
211.00	010-495-108	PART TIME LABOR	
	010-495-204	HEALTH INSURANCE	176.00
	010-495-427	SEMINAR EXPENSE	35.00
	010-510-108	PART TIME LABOR	2,200.00
	010-510-204	HEALTH INSURANCE	300.00
15,207.00	010-510-440	UTILITIES ELECTRICITY & WATER	
	010-510-450	REPAIRS & REPLACEMENTS	12,000.00
	010-510-455	HEAT/AIR CONDITIONER CONTRACT	707.00
500.00	010-610-333	VARIOUS EXPENSES DISASTER	
	010-581-495	COPIER/OFFICE SUPPLIES	500.00
350.00	010-610-427	TRAVEL AND TRAINING	
	010-610-454	FUEL AND VEHICLE MAINTENANCE	350.00
300.00	010-631-105	SECRETARY SALARY PART TIME	
	010-631-330	SUPPLIES	300.00
811.00	010-666-596	SPRING STOCK SHOW EXPENSES	
	010-666-335	4-H YOUTH EXPENSES	811.00
11,070.00	010-690-570	CAPITAL OUTLAY OVER 5000	
	010-690-440	HAIL ROOFING PROJECTS & EXPENS	11,070.00
=====			=====
35,639.00			35,639.00

From Amount	G/L Code	Account Name	To Amount
200.00	012-400-108	PART TIME LABOR	
	012-400-201	FICA & MEDICARE	200.00
1,335.00	012-400-427	SEMINAR EXPENSE	
	012-400-201	FICA & MEDICARE	85.00
	012-400-204	HEALTH INSURANCE	250.00
	012-400-408	COUNTY COURT APPTD. ATTORNEYS	6,000.00
6,375.00	012-450-108	PART TIME LABOR	
	012-450-204	HEALTH INSURANCE	175.00
	012-450-330	OFFICE SUPPLIES	1,000.00
	012-450-427	SEMINAR EXPENSE	200.00
4,000.00	012-455-108	PART TIME LABOR	
	012-455-204	HEALTH INSURANCE	4,000.00
2,000.00	012-456-101	JUSTICE PEACE SALARIES 1-4	
300.00	012-456-225	JP AUTO MILEAGE EXPENSE #1-#4	
	012-456-310	JP OFFICE EXPENSE	700.00
	012-456-427	JP SEMINAR EXPENSE	1,600.00
=====			=====
14,210.00			14,210.00

From Amount	G/L Code	Account Name	To Amount
	012-560-330	OFFICE SUPPLIES	1,000.00
	012-560-391	DRUG DOG UPKEEP	1,750.00
	012-560-420	TELEPHONE	500.00
25,250.00	012-560-455	FUEL	
70,000.00	012-561-125	DETENTION STAFF SALARIES	
	012-561-126	DETENTION STAFF OVERTIME	45,000.00
1,400.00	012-561-127	LONGEVITY	
2,000.00	012-561-128	DETENTION STAFF HOLIDAY PAY	
2,900.00	012-561-201	FICA & MEDICARE	
6,000.00	012-561-203	COUNTY RETIREMENT	
3,750.00	012-561-204	HEALTH INSURANCE	
3,000.00	012-561-330	OFFICE SUPPLIES	
	012-561-408	INMATE MEDICAL	66,050.00
	012-561-420	TELEPHONE	450.00
450.00	012-561-425	PRISONER TRANSPORT	
4,000.00	012-561-427	TRAINING/SEMINAR EXPENSE	
5,500.00	012-561-450	EQUIPMENT OPERATION	
500.00	012-561-453	RADIO MAINTENANCE	
	012-561-531	JAIL EXPENSES	10,000.00
22,000.00	012-560-102	LE SALARIES	
3,000.00	012-560-201	LE FICA & MEDICARE	
	012-561-465	INMATE HOUSING OUT OF COUNTY	25,000.00
=====			=====
149,750.00			149,750.00

From Amount	G/L Code	Account Name	To Amount
10,000.00	010-490-330	OFFICE SUPPLIES	
	010-490-310	ELECTION SUPPLIES	10,000.00
=====			=====
10,000.00			10,000.00

From Amount	G/L Code	Account Name	To Amount
811.00	010-666-596	SPRING STOCK SHOW EXPENSES	
	010-666-300	EVENT RENTAL EXPENSES	811.00
	010-695-200	TIF FUNDING TO CITY	10,600.00
	010-695-406	HOCKLEY CO APPRAISAL DISTRICT	2,800.00
13,400.00	010-696-495	UNFORESEEN CONTINGENCIES	
=====			=====
14,211.00			14,211.00

From Amount	G/L Code	Account Name	To Amount
1,000.00	017-426-485	PETIT JURORS COUNTY COURT	
2,100.00	017-435-150	VISITING JUDGES EXPENSE	
	017-435-204	HEALTH INSURANCE	116.00
5,100.00	017-435-228	JUDICAL WEST TX REGION PUB DEF	
	017-435-229	ASSESSMENT-NINTH JUDICIAL CRT	184.00
2,600.00	017-435-330	SUPPLIES	
	017-435-408	COURT APPOINTED ATTORNEYS	18,900.00
2,000.00	017-435-427	CONFERENCE EXPENSE	
3,600.00	017-435-485	PETIT JURORS DISTRICT COURT	
2,500.00	017-435-488	GRAND JURORS	
300.00	017-455-485	PETIT JURORS JUSTICE COURT	
=====			=====
19,200.00			19,200.00

From Amount	G/L Code	Account Name	To Amount
	021-611-113	ROAD WORKERS SALARIES	4,200.00
1,430.00	021-611-114	TEMPORARY SALARIES	
8,000.00	021-611-204	HEALTH INSURANCE	
	021-611-330	MATERIAL & SUPPLIES	4,870.00
	021-611-421	CELL PHONE ALLOWANCES	360.00
20,000.00	021-611-425	MOTOR FUEL	
	021-611-573	CAPITAL OUTLAY OVER \$5000	20,000.00
=====			=====
29,430.00			29,430.00

From Amount	G/L Code	Account Name	To Amount
550.00	022-612-201	SOCIAL SECURITY	
	022-612-204	HEALTH INSURANCE	550.00
6,000.00	022-612-425	MOTOR FUEL	
	022-612-450	PARTS & REPAIRS	4,000.00
	022-612-451	TIRES & TUBES	2,000.00
=====			=====
6,550.00			6,550.00

From Amount	G/L Code	Account Name	To Amount
	023-613-113	ROAD WORKERS SALARIES	2,200.00
	023-613-204	HEALTH INSURANCE	8,650.00
10,850.00	023-613-425	MOTOR FUEL	
	023-613-450	PARTS & REPAIRS	5,000.00
5,000.00	023-613-441	UTILITIES	
=====			=====
15,850.00			15,850.00

From Amount	G/L Code	Account Name	To Amount
200.00	024-614-201	SOCIAL SECURITY	
	024-614-113	ROAD WORKERS SALARIES	200.00
	024-614-204	HEALTH INSURANCE	2,200.00
5,500.00	024-614-330	MATERIAL & SUPPLIES	
15,000.00	024-614-425	MOTOR FUEL	
550.00	024-614-441	UTILITIES & TELEPHONE EXPENSE	
5,500.00	024-614-450	PARTS & REPAIRS	
4,000.00	024-614-451	TIRES & TUBES	
	024-614-480	EQUIPMENT RENTAL	8,900.00
22,968.83	024-614-496	CONSTRUCTION CONTRACTS	
	024-614-573	CAPITAL OUTLAY OVER \$5000	42,418.83
=====			=====
53,718.83			53,718.83

From Amount	G/L Code	Account Name	To Amount
500.00	025-615-330	MATERIAL & SUPPLIES	
	025-615-450	PARTS & REPAIRS	250.00
	025-615-451	TIRES & TUBES	250.00
=====			=====
500.00			500.00

From Amount	G/L Code	Account Name	To Amount
6,500.00	035-650-108	PART TIME LABOR SALARY	
	035-650-201	SOCIAL SECURITY - LEVELLAND	6,500.00
=====			=====
6,500.00			6,500.00

From Amount	G/L Code	Account Name	To Amount
3,500.00	035-650-103	ASST LIBRARIAN SALARY	
800.00	035-650-105	LONGEVITY	
2,485.00	035-650-108	PART TIME LABOR SALARY	
1,500.00	035-650-201	SOCIAL SECURITY - LEVELLAND	
3,690.00	035-650-203	COUNTY RETIREMENT	
	035-650-204	HEALTH INSURANCE	7,710.00
	035-650-310	SUPPLIES	924.00
	035-650-335	AUDIO VISUAL MATERIALS	110.00
700.00	035-650-352	EQUIPMENT	
	035-650-356	COMPUTERS	2,600.00
150.00	035-650-420	TELEPHONE	
	035-650-427	SEMINAR & TRAVEL EXPENSES	400.00
	035-650-481	MEMBERSHIP & DUES	81.00
	035-650-590	BOOKS	1,000.00
=====			=====
12,825.00			12,825.00

From Amount	G/L Code	Account Name	To Amount
	072-673-102	ARENA MANAGER	3,071.00
12,000.00	072-673-105	EVENTS/OFFICE MANAGER	
	072-673-108	PART TIME LABOR	25,000.00
	072-673-201	FICA/MEDICARE	300.00
1,900.00	072-673-204	HEALTH INSURANCE	
1,500.00	072-673-225	TRAVEL EXPENSE	
10,000.00	072-673-310	SUPPLIES	
	072-673-315	OFFICE SUPPLIES	1,500.00
2,000.00	072-673-320	JANITORIAL SUPPLIES	
	072-673-330	FUEL/OIL	1,700.00
	072-673-333	CONCESSION EXPENSES	8,500.00
	072-673-410	ADVERTISING	3,500.00
1,000.00	072-673-420	TELEPHONE	
700.00	072-673-421	CELL PHONE EXPENSE	
1,000.00	072-673-425	INTERNET SERVICE EXPENSE	
	072-673-427	TRAINING AND EDUCATION	550.00
	072-673-440	UTILITIES	15,000.00
	072-673-450	REPAIRS	24,000.00
	072-673-460	SHAVINGS EXPENSE	5,500.00
	072-673-480	LINEN/UNIFORM RENTAL	2,000.00
10,000.00	072-673-487	MISCELLANEOUS EXPENSES	
3,800.00	072-673-495	GROUNDS MAINTENANCE	
46,721.00	072-673-690	CAPITAL OUTLAY OVER \$5000	
=====			=====
90,621.00			90,621.00

From Amount	G/L Code	Account Name	To Amount
3,414.00	012-570-486	PRE-COURT SECURE DETENTION	
	012-570-485	RESIDENTIAL POST ADJUD SERVICE	3,414.00
=====			=====
3,414.00			3,414.00

From Amount	G/L Code	Account Name	To Amount
600.00	012-570-335	CSRP/EQUIPMENT & SUPPLIES	
	012-570-330	OFFICE SUPPLIES	600.00
=====			=====
600.00			600.00

From Amount	G/L Code	Account Name	To Amount
25,000.00	023-613-574	CAPITAL OUTLAY UNDER \$5000	
	023-613-573	CAPITAL OUTLAY OVER \$5000	25,000.00
=====			=====
25,000.00			25,000.00

From Amount	G/L Code	Account Name	To Amount
250,000.00	012-370-300	UNASSIGNED FUNDS-AMENDMENT	
	012-561-465	INMATE HOUSING OUT OF COUNTY	250,000.00
=====			=====
250,000.00			250,000.00

From Amount	G/L Code	Account Name	To Amount
8,000.00	010-696-495	UNFORESEEN CONTINGENCIES	
	010-485-409	AUTOPSY	8,000.00
=====			=====
8,000.00			8,000.00

**Motion by Commissioner Thrash, seconded by Commissioner Clevenger,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Contract with Mentis
Technology Solutions for the aiSmartBench, as per Contract recorded below.**

SOFTWARE LICENSE, SERVICES AND MAINTENANCE AGREEMENT

This Software License, Services and Maintenance Agreement ("Agreement") by and between **Mentis Technology Solutions, LLC**, located at 8005 S. Chester Street, Suite 400, Centennial, CO 80112 ("Mentis"), and **286th District Court**, located at 802 Houston Street, Levelland, TX 79336 ("Customer") is entered into and effective as of November 30, 2015 (the "Effective Date").

1. Definitions

- 1.1 "Documentation"** means all written material created by Mentis to describe the functionality or assist in use of the Licensed Software, specifically reference, user, installation, systems administrator and technical guides, stored in whatever form, as delivered by Mentis to Customer.
- 1.2 "Go Live Processing"** means the date upon which the Customer staff is using the Licensed Software to process and verify non-test documents.
- 1.3 "Licensed Software"** means the software programs identified on Exhibit A in object code form only including associated data files, data (including image and sound data), design tools, user interfaces, templates, menus, buttons and icons, together with all related Documentation and Updates.
- 1.4 "Services"** mean consulting services provided by Mentis, including Customer-specific development, software installation, software implementation, training, back-file indexing or redaction services or other specific Deliverables, as that term is defined herein, and which are each related to or utilize the Licensed Software.
- 1.5 "User"** is an individual authorized to access the Licensed Software under this Agreement subject to the maximum number set forth in Exhibit A.

2. Software License

- 2.1 License Grant.** Subject to Customer's compliance with the terms and conditions of this Agreement and payment of the required License Fees, Mentis grants Customer a non-transferable, non-exclusive limited license to install and use the Licensed Software only for the purposes specified in Exhibit A. Access to the Licensed Software shall be limited to individuals who are licensed as Users under this Agreement and which are either (a) employees or (b) third parties engaged by Customer who require access to the Licensed Software to perform their tasks and who are under an obligation of confidentiality at least as restrictive as that contained in Section 7.
- 2.2 License Restrictions.** Customer acknowledges that the Licensed Software and its structure, sequence, organization, user interfaces and source code constitute valuable trade secrets and proprietary information of Mentis and/or its suppliers. Accordingly, Customer agrees not to and shall not permit any third party to (a) modify, adapt, alter, translate, or create derivative works from the Licensed Software; (b) sublicense, distribute or otherwise transfer the Licensed Software to any third party except as otherwise permitted herein; (c) rent, lease, or loan the Licensed Software (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Licensed Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; or (e) otherwise use or copy the Licensed Software except as expressly allowed under this Agreement. Customer may only make such number of copies of the Licensed Software necessary to exercise its rights under this Agreement, including a reasonable number of copies for backup or archival purposes. All copies must include all patent, copyright, and any other proprietary rights notices appearing on the original copy of the Licensed Software. Any permitted copies shall be stored at Customer's site and/or the sites of its designated service providers only.
- 2.3 Audit of Use.** Mentis, not more frequently than annually and at its own expense, may audit Customer's use of the Licensed Software to verify compliance with this Agreement. Any audit will be conducted in a manner that avoids unreasonable interference with Customer's business operations. If an audit reveals that Customer has underpaid fees to Mentis, Customer shall be invoiced for such underpaid fees at Mentis' then current list prices plus applicable interest.

3. Intellectual Property Ownership

- 3.1 Ownership and Intellectual Property Rights.** Mentis and its suppliers shall retain sole and exclusive ownership of the Licensed Software, including any modifications or alterations thereto, and all intellectual property and/or proprietary rights relating to or embodied therein. Mentis reserves all rights not expressly granted to Customer in Section 2 above and no license or rights are granted by implication, estoppel or otherwise. Further, if Customer suggests any new features, functionality, or performance for the Licensed Software that Mentis subsequently incorporates into the Licensed Software, such new features, functionality, or performance shall be the sole and exclusive property of Mentis and shall be free from any confidentiality restrictions that might otherwise be imposed upon Mentis pursuant to Section 7.

4. Services

- 4.1 Services.** All Services performed by Mentis on or after the date of this Agreement will be provided under the terms of this Agreement incorporating by reference any further terms contained in a mutually agreed upon Exhibit or statement of work

(collectively referred to herein as the "SOW").

4.2 Change Procedures. Customer may modify the scope of the Services or the specifications for any Deliverable at any time in accordance with the terms of this Agreement and the SOW. If such modifications would add to Mentis' obligations under the Agreement, or extend the time needed and/or increase the cost to complete the Services or Deliverables, the parties will mutually sign an amendment to the SOW modifying the scope of the Services or Deliverables accordingly.

4.3 Deliverable(s), Ownership and Customer License. Deliverable(s) mean the following which are required to be delivered to Customer pursuant to an Exhibit or statement of work: (a) software code and related technical information that modify and/or alter the Licensed Software; (b) indexed and/or redacted Customer images, and/or (c) any other data or material as described in the SOW. Mentis retains all right, title and interest in the Deliverables, except that Customer maintains all right, title and interest to Customer-provided data or images (including any indexed and/or redacted images processed by Mentis and included as part of a Deliverable) (hereinafter "Customer Property"). To the extent Customer acquires any rights in a Deliverable exclusive of Customer Property, Customer hereby assigns those rights to Mentis. Notwithstanding the foregoing and provided Mentis has been paid for all amounts owed pursuant to this Agreement for such Deliverable, Mentis grants Customer a nonexclusive limited license to use the Deliverable in conjunction with the Licensed Software.

5. Maintenance

5.1 Maintenance. Mentis will provide Maintenance to Customer for the Licensed Software, subject to payment of the required annual Maintenance Fees. Any such Maintenance will be provided under the terms of this Agreement as further modified by the published Service Level Statement attached as Exhibit B and in effect thereafter at the beginning of each Support and Renewal Period (defined below).

5.2 Support Period; Renewal Period(s). The initial Support Period shall include the time period of the warranty contained in Section 9.1 plus twelve (12) months. Thereafter, Customer agrees that the Support Period shall automatically extend for successive twelve (12) month periods ("Renewal Period(s)"). However, either party may cancel Maintenance for a subsequent Renewal Period by providing written notice no less than sixty (60) days prior to the end of the current Support or Renewal Period.

6. Fees; Payment Terms; Delivery

6.1 Software and Maintenance Fees. In consideration for the license granted under Section 2 above, Customer will pay Mentis the License Fees listed on Exhibit A to this Agreement. Annual Maintenance Fees shall be at the rate specified on Exhibit A of this Agreement. If Customer fails to remit Maintenance Fees for any Renewal Period, Mentis shall have no duty to provide Maintenance under Section 5.

6.2 Services Fees. Customer will: (a) pay Mentis in accordance with and at the rates set forth in the applicable Exhibit or statement of work or, if the rates are not set forth in any such document, at Mentis' standard consulting rates in effect at the time the Services are provided, and (b) reimburse Mentis for all reasonable travel and living expenses incurred in connection with such Services. Mentis reserves the right to withhold performance of any Services under this Agreement and/or change its credit terms in the event of Customer's non-payment of any amounts due and payable to Mentis.

6.3 Invoices; Delivery. The payment terms for the Licensed Software, Services and Maintenance are as specified in Exhibit A or any relevant SOW. Invoices shall be issued for the Licensed Software, Maintenance or Services, and shall be due and payable in US Dollars (USD) within thirty (30) days from the invoice date unless specified otherwise on Exhibit A. All payments made hereunder are nonrefundable except as specifically provided otherwise in this Agreement. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code. Mentis shall deliver the Licensed Software either via download or on machine-readable media on a FOB Mentis' Colorado Headquarters basis.

6.4 Payment Disputes. If any dispute exists between the parties concerning the amount due or due date of any payment, Customer shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Customer or Mentis of any of their respective legal rights and remedies against each other.

6.5 Taxes. In addition to other amounts payable under this Agreement, Customer shall pay any and all federal, state, municipal, or other taxes, duties, fees, or withholding currently or subsequently imposed on Customer's use of the Licensed Software or receipt of Services or Maintenance provided by Mentis, other than taxes assessed against Mentis' net income. Such taxes, duties, fees, withholding, or other charges shall be paid by Customer or Customer shall provide valid evidence of exemption from such tax, duty, fee, withholding, or charge. If Mentis is required to pay any such tax, duty, fee, or charge, or to withhold any amount from monies due to Mentis from Customer pursuant to this Agreement, Customer shall promptly reimburse Mentis any such amounts.

7. Confidentiality

7.1 Confidential Information. Each party to this Agreement may furnish the other party to this Agreement with certain proprietary or nonpublic information (the "Disclosed Information"). The furnishing party shall be the "Discloser" and the receiving party shall be the "Recipient." For purposes of this Agreement, "Confidential Information" is defined as:

- (a) Disclosed Information in printed, written, graphic, photographic or other tangible form marked as "Confidential," "Proprietary," "Private," "Restricted," or "Trade Secret" by Discloser;
- (b) Disclosed Information in oral or tangible form, that, due to either the circumstance of disclosure or the nature of the information itself, would put a reasonable recipient on notice as to its potential confidential nature;
- (c) Disclosed Information relating to unreleased products; and
- (d) the Licensed Software.

7.2 Standard of Care. The Recipient will use the same care to avoid disclosure, publication or dissemination of such Confidential Information as it uses with its own similar confidential information which it does not wish to disclose, publish or disseminate, but such standard of care shall, in no event be less than a reasonable standard of care. The Confidential Information, including any trade secret, confidential and/or proprietary information contained within the Confidential Information, is not to be disclosed to any persons other than the employees of the Recipient. However, Confidential Information may be disclosed to counsel, consultants, subcontractors or agents of the Recipient (if any) who have a need to know, have been instructed that it is Confidential Information, and who are under an obligation of nondisclosure requiring at least a reasonable standard of care. All Confidential Information remains the property of the Discloser and, except as otherwise provided in this Agreement, all Confidential Information is provided by the Discloser on an "as is" basis.

7.3 Exceptions. The obligations of Recipient with respect to any particular portion of Confidential Information shall terminate or shall not attach, as the case may be, when it:

- (a) Is or becomes known to the general public without breach of this Agreement;
- (b) Is or has been lawfully disclosed to Recipient by a third party without an obligation of confidentiality; or
- (c) Is independently developed by a party without access to or use of the Confidential Information.

7.4. Required Disclosures. Recipient may disclose Confidential Information of Discloser in accordance with judicial action, federal or state public disclosure requirements, state or federal regulations, or other governmental order or requirement of law, provided that Recipient either (a) gives the Discloser reasonable notice prior to such disclosure to allow Discloser a reasonable opportunity to seek a protective order or its equivalent, or (b) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation. In the event the Discloser elects to obtain a protective order or its equivalent, or legally contest and avoid such disclosure, the Recipient shall fully cooperate with the Discloser.

7.5. Injunctive Relief. The parties stipulate and agree that a breach of the confidentiality obligations by the Recipient shall cause immediate and irreparable monetary damage to the Discloser and shall entitle the Discloser to injunctive relief in addition to all other remedies.

8. Infringement Indemnification.

Mentis will indemnify, defend and hold harmless Customer from any action by a third party against Customer for damages incurred by such third party relating to the Licensed Software alleging infringement of a i) duly issued patent existing or issued prior to the initial delivery date of the applicable Licensed Software, ii) copyright, iii) trademark, or iv) trade secret. Mentis' obligation under the preceding sentence is conditioned on Customer promptly notifying it of any claim, demand, or action for which indemnity is sought, granting to Mentis the sole authority to defend or settle the claim, and cooperating fully, at Mentis' expense, in the defense or settlement of any such claim. Mentis may, at its sole option and expense: (a) obtain for Customer the right to continue using the allegedly infringing Licensed Software; (b) replace or modify the allegedly infringing Licensed Software so that it becomes non-infringing; or (c) terminate the license for the allegedly infringing Licensed Software and upon receipt of such Licensed Software, return a prorated portion of the License Fees paid by Customer for the infringing Licensed Software, prorated over a five (5) year term from the Effective Date of the Agreement. Mentis shall have no obligation to defend or indemnify Customer to the extent the alleged infringement is based on: (i) a modification of the Licensed Software not supplied by Mentis; (ii) use of the Licensed Software other than in accordance with the Documentation or the terms of this Agreement; (iii) the use of a version of the Licensed Software prior to the current version, if the claim for which indemnity is sought could have been avoided by the use of a current version; or (iv) use of the Licensed Software in combination with any other hardware, software or material where, absent such combination, the Licensed Software would not be infringing. This section is Customer's sole and exclusive remedy in relation to any actual or alleged infringement of the Licensed Software.

9. Limited Warranties

9.1 Software Warranty. Mentis warrants that, when installed and used in accordance with the Documentation, the Licensed Software will operate in all material respects in conformance with the Documentation applicable thereto for a period of ninety (90) days from Go Live Processing. However, Mentis does not warrant that the Licensed Software is free from all defects, bugs, errors, or omissions. Customer shall notify Mentis promptly of any claim under this warranty, such notice providing sufficient information and time to allow Mentis to diagnose the problem. Mentis will use due diligence to correct any material nonconformance or, if Mentis is unable to correct the nonconformance within a reasonable period of time. Customer's sole and

exclusive remedy shall be to terminate this Agreement by written notice in accordance with the termination provisions and receive a refund of all License Fees paid to it for the Licensed Software.

9.2 Maintenance and Services Warranties. Mentis warrants that any Maintenance or Services provided under this Agreement shall be performed in a professional and workmanlike manner in accordance with applicable industry standards. For any breach of the foregoing warranty, Customer's sole remedy and Mentis' sole obligation is, at Mentis' sole option, to: (a) reperform the Maintenance or Services that were not as warranted at no additional charge to Customer, or (b) refund the amounts paid by Customer for the Maintenance or Services that were not as warranted, provided Mentis has received written notice from Customer within thirty (30) calendar days after completion of any Maintenance or Services that Customer alleges were not performed consistent with the warranties above.

9.3 Customer's Duties. Customer is exclusively responsible for (a) selection of the Licensed Software to achieve its intended results; (b) installation of the Licensed Software on a computer system meeting or exceeding the minimum hardware configuration as provided by Mentis; and (c) the selection and use of, and the results obtained from, any other computer software, machines, other equipment or services used with the Licensed Software. Customer is exclusively responsible for supervising, managing and controlling its use of the Licensed Software, including but not limited to, establishing operating procedures, and audit controls, supervising its employees, making daily backups, providing virus protection, inputting data, ensuring the accuracy and security of data input and data output, monitoring the accuracy of information obtained, and managing the use of information and data obtained. Customer agrees at all times to provide Mentis access to (or procure such rights of access on Mentis' behalf) any software and database necessary to develop and maintain any integration provided as a part of the Licensed Software or Services provided hereunder.

9.4 DISCLAIMERS. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES CONTAINED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MENTIS DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. CUSTOMER IS RESPONSIBLE FOR ASSURING AND MAINTAINING THE BACK-UP OF ALL CUSTOMER DATA. UNDER NO CIRCUMSTANCES WILL MENTIS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR THE LOSS OF OR DAMAGE TO CUSTOMER DATA.

10. Limitations on Liability

EXCEPT FOR (A) THE INTELLECTUAL PROPERTY INDEMNITY UNDER SECTION 8 OR (B) A BREACH OF THE CONFIDENTIALITY OBLIGATIONS IN SECTION 7, MENTIS' LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF THE FEES PAID BY CUSTOMER TO MENTIS FOR THE RELEVANT LICENSED SOFTWARE, MAINTENANCE OR SERVICES GIVING RISE TO THE LIABILITY. EXCEPT FOR ANY BREACH OF MENTIS' INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, PROFITS, DATA, (OR USE THEREOF), OR BUSINESS INTERRUPTION ARISING OUT OF EITHER PARTY'S ACT OR FAILURE TO ACT, WHETHER SUCH DAMAGES ARE LABELED IN TORT, CONTRACT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF ANY EXCLUSIVE REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. The allocations of liability in this Section 10 represent the agreed and bargained for understanding of the parties and each party's compensation hereunder reflects such allocations.

11. Termination.

11.1 Term; Termination for Convenience. This Agreement shall commence on the Effective Date and shall continue until terminated as permitted below. Customer may terminate this Agreement, for any reason or no reason at all, by providing Mentis with thirty (30) days written notice.

11.2 Termination for Cause. If Customer violates this Agreement, Mentis, in addition to any other rights available to it in law or equity, may give written notice of its desire to terminate and the specific grounds for termination to Customer. Following the giving of such notice, this Agreement will then terminate if the Customer fails to cure the breach within thirty (30) days of the notice. If Customer's violation constitutes a default incapable of cure, this Agreement will terminate immediately upon notice from Mentis.

11.3 Termination for Insolvency. Either party may terminate this Agreement effective immediately by giving written notice to the other party if the other party becomes insolvent, admits a general inability to pay its debts as they come due, or makes an assignment for the benefit of creditors or a petition under any bankruptcy act is filed by the other party or such a petition is filed by any third party or an application for a receiver of the other party is made by anyone and such petition or application is not dismissed within sixty (60) days.

11.4. Actions Upon Termination. Upon any termination of this Agreement, Customer shall provide Mentis with all outstanding payments due and, within ten (10) days of the termination, uninstall the Licensed Software and return same as well as any Confidential Information to Mentis or destroy the Licensed Software and any Confidential Information and provide written certification of such destruction to Mentis (except that each party may retain for its records copies of the other party's Confidential Information which have been periodically backed-up in accordance with such party's normal archive and/or back-up procedures, so long as it does not thereafter access such Confidential Information other than as may be necessary to document its performance hereunder or in connection with litigation between the parties). This Section and Sections 7, 8, 9.3, 10, 12 and 13 of this Agreement shall survive any termination.

11.5 Termination for Non-appropriation of Funds. In the event that Customer is unable to continue to make payments required hereunder due to a failure of the responsible governmental entity to make available funding to the level and in the amount required to remain in compliance with Customer's financial obligations hereunder, then upon the occurrence of such a non-appropriation event and on the date that the requisite funding ceases to be available to Customer, Customer may terminate this Agreement upon notice to Mentis, without further financial obligation or liability to Mentis other than to pay for Licensed Software, Services or Maintenance previously performed for and invoiced to Customer.

12. Governing Law; Dispute Resolution.

This Agreement shall be governed for all purposes by and construed in accordance with the laws of the State of Texas, United States of America, without regard to the conflicts of laws principles thereof. Any action or proceeding arising from or relating to this Agreement must be submitted to a panel of three (3) arbitrators appointed and operating under the Federal Arbitration Act and the Commercial Rules of Arbitration of the American Arbitration Association. The parties shall each select one arbitrator and those two arbitrators shall select the third arbitrator. The location of the arbitration shall be selected by the non-initiating party. The written decision of the arbitrators shall be final, binding, and convertible to a Court judgment in any appropriate jurisdiction. The arbitration hearing and its results shall be treated as confidential. Nothing in this Section shall be construed to reduce either party's right to seek injunctive relief.

13. General.

13.1 Force Majeure. Except for the obligation to make payments as provided herein, neither party shall be in default under this Agreement by reason of its delay in the performance of, or failure to perform, any of its obligations under this Agreement, if, and to the extent that, such delay or failure is caused by material break-downs of security or introduction of computer viruses (and the like) by third parties, strikes, wars, riots, epidemics, natural disasters, acts of the public enemy, government actions or acts of terrorism. Upon claiming any excuse or delay under this Section, such party shall promptly notify the other party, use reasonable efforts to remove the cause, and continue its performance under this Agreement whenever the cause is removed.

13.2 Assignment Neither party may transfer or assign this Agreement, in whole or in part, without the written consent of the other party and any such attempt at assignment shall be void. Notwithstanding the immediately preceding sentence, a party may transfer or assign this Agreement to an entity that is under common control and ownership by, of or with such party or, in the event of a sale of all or substantially all of the assets or equity of such party, each without the consent of the other party. This Agreement shall extend to and be binding upon any successors and permitted assigns of the parties.

13.3 Export Compliance. Customer shall not export, re-export, or otherwise transmit, directly or indirectly, any software, information, data, or other materials received under this Agreement except in full compliance with all United States and other applicable acts, laws, and regulations.

13.4 Use of Purchase Orders. Any purchase order or other instrument of Customer provided prior to the acceptance of this Agreement or accompanying a Customer payment is for Customer's internal use only and its terms shall not alter or amend the terms of this Agreement, and any additional or varying terms contained in such instrument are expressly rejected.

13.5 Independent Contractor. Customer acknowledges that it is an independent contractor under this Agreement and has complete responsibility and discretion in the conduct of its business. Customer acknowledges and agrees that, except as expressly permitted under this Agreement, it has no power or authority to act as Mentis' representative or agent, to bind or commit Mentis in any way or to transact business in the name of Mentis. Nothing in this Agreement by itself shall be construed as creating a partner, joint venture or agency relationship between Mentis and Customer.

13.6 Notices. All notices, requests, claims, and other communications hereunder shall be in writing and shall be delivered by hand, international courier, or confirmed facsimile, addressed as set forth on page one of this Agreement. "Attention: Legal Department", and shall be deemed to have been duly given (i) in the case of a facsimile transmission, when received by recipient in legible form and sender has received an electronic confirmation of receipt of the transmission, provided that a copy of the communication is also sent by overnight courier; (ii) in the case of delivery by an overnight carrier, upon the date of delivery indicated in the records of such carrier; and (iii) in the case of delivery by hand, when delivered by hand.

13.7 **US Government Rights.** The Licensed Software and Documentation are provided to Customer as a commercial item strictly under the terms and conditions of this Agreement and include only those rights customarily available to the public. The Customer is not authorized to permit disclosure by any agency or other part of the U.S. Federal Government that exceeds in any way the use and disclosure rights conveyed to Customer in this Agreement.

13.8 **Press Releases.** Neither party may issue any press release in connection with this Agreement without obtaining the prior written consent of the other party. However, Mentis shall have the right to identify Customer as a customer of Mentis for marketing purposes.

13.9 **Waiver and Amendment.** This Agreement may be amended only by an agreement in writing executed by the parties. No party to this Agreement shall be deemed to have waived any rights under, or as the result of any default under or breach of, this Agreement unless the waiver is set forth in writing and signed by the party. Any waiver of any default or breach of this Agreement shall not be construed to constitute a waiver of any other default or breach whether similar or not.

13.10 **General.** This Agreement, including the Exhibits which are incorporated by reference, contain the entire agreement of the parties and supersede any and all prior representations or agreements, whether oral or written, relating to the subject matter of this Agreement. If there is a conflict between this Agreement and any Exhibit, such Exhibit will prevail. The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part of, or affect the construction or interpretation of, the provisions of this Agreement. If any term, clause or provision of this Agreement is at any time judged to be invalid for any reason, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be considered to have been deleted from this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by the signature of their duly authorized representatives below.

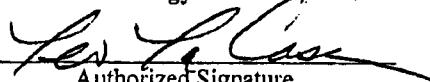
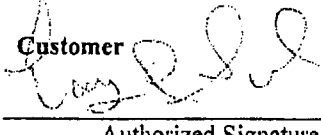
	Mentis Technology Solutions, LLC		Customer
By:		By:	
	Authorized Signature		Authorized Signature
Name:	<u>LEO LACASCIA</u>	Name:	<u>HARRY SPROUTS</u>
Position:	<u>PRESIDENT</u>	Position:	<u>COUNTY JUDGE</u>
Date:	<u>12/23/2015</u>	Date:	<u>DEC 21, 2015</u>

EXHIBIT A

Licensed Software, License Fees, Maintenance Fees and Services

A. Licensed Software:

aiSmartBench is comprised of the following applications:

- aiCONTROL, the collection of back-office applications and web services responsible for communicating with the Case Management System, Document Management System and other data sources, and for bulk pre-processing to enable real-time and integrated access to the information.
- aiMANAGE, the application responsible for system, environment and user configuration
- aiSMARTBENCH, a web-based application, suitable for use by judges, courtroom clerks, and other judicial personnel in the courtroom, in chambers, or away from the courthouse, to view and research aggregated data about cases, parties, calendars and documents, and to electronically generate and sign orders.
- aiCOREWEB, the application responsible managing aiSmartBench secure communications and client upgrades.
- aiSEARCH, the application responsible for allowing the user to conduct full text searches of all the cases the aiSmartBench Judicial Data Warehouse.
- Integrations noted below.

B. Field of Use

Customer is limited to use of the Licensed Software only for documents filed with the 286th District Court ("Court Documents") and further limited to the User Types specified below.

C. aiSmartBench License Fees:

The License Fees below allow the specified User Types to use aiSmartBench solely to process the Court Documents specified in B above. The license will allow Customer to process existing and new court case data and documents. The License Fees include the maximum of Users as specified below (either locally or remotely attached). Additional License Fees will apply for additional Users, additional User Types (including but not limited to State's Attorneys, Public Defenders and other categories not expressly included below) or if the Licensed Software is used to process Court Documents other than those specified in B above.

Licensed Software	Maximum Number of Users	Price Per User	License Fees
aiSmartBench User Types:			
Judges	3	\$10,925	\$32,775
Court Coordinator	3	Included	\$-0-
Justices of the Peace	1	\$10,925	10,925
Subtotal	7		\$43,700
Discount			(15,732)
Total Software License Fees			\$27,968

Licensed Software Integrations	License Fees
Integration of aiSmartBench with Hockley County's existing CMS/DMS (NetData)	\$8,000
Integration of aiSmartBench with Cochran County's existing CMS/DMS (NetData)	Included**
** Based on the fact that both counties are running the same NetData version	

Remote Integration Module – CMS/DMS – Net Data	\$2,500
Total Software License Fees – Integrations:	\$10,500

License Fees are due from Customer in accordance with the payment terms in Section F of this Exhibit.

D. Maintenance Fees:

Licensed Software:	Basis:	Annual Maintenance Fees:
aiSmartBench	20% of License Fees	\$5,594
aiSmartBench CMS/DMS Integration	20% of License Fees	\$1,600
aiSmartBench Remote Integration Module	20% of License Fees	\$500

Maintenance Fees are due from Customer in accordance with the payment terms in Section F of this Exhibit. After the second year of Maintenance, Mentis reserves the right to increase Software Maintenance Fees on an annual basis upon thirty (30) days written notice to Customer.

E. Services:

Estimated Backfile and Implementation Services:		Services Fees:
Backfile set up and processing of historical CMS/DMS images history to create the aiSmartBench Text Searchable Judicial Data Warehouse	\$5,800	
Discount	(1,982)	
Backfile Fees		\$3,818
Implementation Fees are based on using a preconfigured aiSmartBench for Civil, Criminal and Family Law Judges. Fees include installation, integration testing, a standard set of 5 templates to be copied to each county, user configuration, basic training, & project management	\$16,590	
Estimated transportation, hotel, and meals	TBD	
<u>Optional Other Services:</u>		
Advanced Remote Training Class: \$2,400		
Additional On Site Post-Live Support per Day: \$1,600		
Template Configuration Per Document: \$200		
		\$16,590
Total Services/Training Fees:		\$20,408
Total License Fees and Services/Training Fees:		\$58,876

F. Payment Terms

Payment Terms for License, Services and Training Fees:

\$20,607	35% due upon execution of this Agreement
14,719	25% due upon receipt of image and data base history
11,776	20% due upon creation of integration test environment
5,887	10% due upon completion of Go Live Processing
<u>5,887</u>	<u>10% due thirty (30) days after Go Live Processing</u>
\$58,876	Total License Fees and Services Fees

Payment Terms for Maintenance:

The initial Software Maintenance Fee is due ninety (90) days from Go Live Processing. Thereafter, Renewal Periods are invoiced in advance on the Software Maintenance Anniversary Date and are due on that date.

“Software Maintenance Anniversary Date” is ninety (90) days after Go Live Processing and, for each successive Renewal Periods, twelve months thereafter.

EXHIBIT B

MAINTENANCE SERVICE LEVEL STATEMENT aiSMARTBENCH

This Maintenance Service Level Statement defines the services provided by Mentis under the Maintenance provisions of the Software License, Services and Maintenance Agreement ("Agreement"). They are supplemental to, and are incorporated by reference, into the Agreement. All terms defined in the Agreement shall have the same meaning when used in this document. A Customer is entitled to receive the Maintenance described below so long as it is in compliance with the terms of the Maintenance provisions of the Agreement. The terms of this Service Level Statement are subject to change on an annual basis.

- 1.0 Maintenance. Mentis will provide to Customers the following services ("Maintenance"):
- 1.1 Error Correction. Maintenance includes the correction of material defects, malfunctions or failures that result in the Supported Software failing to perform substantially according to the Documentation provided by Mentis when used properly under normal use and conditions. Customer shall fully inform Mentis immediately of any apparent defects, malfunctions or failures. Upon receipt of such notice from Customer, will assign the issue to a qualified support analyst who will respond within one (1) business day to the CCP (as defined below). Mentis will make a good faith effort to provide the fix, replacement or workaround as soon as reasonably possible, taking into consideration the severity of the malfunction. Customer shall provide Mentis with the information specified in Section 2.12 below and any other data, including databases and backup systems, that Mentis reasonably may request in order to reproduce operating conditions similar to those present when the error occurred.
 - 1.2 Maintenance Updates. Maintenance includes any Updates to the Supported Software developed by Mentis and provided to Customer by Mentis. Updates consist of any enhancements, corrections, modifications and additions to the Supported Software. Maintenance Updates will be deployed on an "as-required" basis as determined by Mentis in its sole discretion. Mentis may include, at its sole discretion, in its Updates, software modifications and enhancements which enhance the functionality of the Supported Software. Use of Updates with or in place of the Supported Software will be fully governed by and subject to the terms of the Agreement.
 - 1.3 Supported Software. Mentis will support the current release and one prior release of Software. A release may include product enhancements as well as defect resolutions. A release will be signified by a change in the number designation in the product name (example: Version 9).
 - 1.4 Exclusions. Maintenance does not include correction or repair of defects, errors or malfunctions, including any related to data functionality, in the design, manufacture, materials or workmanship of either (i) non-Mentis software, or (ii) hardware. Maintenance also does not include the correction or repair of defects, errors, or malfunctions which are not attributable to the relevant Supported Software or which are caused by any of the following: (i) de-installation, reinstallation or relocation of any item of hardware by Customer or any third party; (ii) Customer's failure to follow operational or maintenance instructions as set forth in applicable Documentation; (iii) the use of non-compatible media or supplies; (iv) repair, maintenance, modification or alteration of the Supported Software by Customer or any third party; (v) use of hardware or software not supplied or authorized by Mentis; (vi) external factors (e.g., power failure, surges or electrical damage, fire or water damage, air conditioning failure, humidity control failure, or corrosive atmosphere harmful to electronic circuitry); (vii) failure to maintain proper site specifications and environmental conditions; (viii) negligence, accidents, neglect, misuse or tampering; (ix) improper or abnormal use or use under abnormal conditions; or (x) use in any manner not authorized by the Agreement or use inconsistent with the Documentation.
 - 1.5 Additional Services on Time and Materials Basis. If Mentis, in its sole discretion, provides maintenance and support or other services requested by Customer that are not covered by this Statement, Customer shall pay Mentis for all such maintenance, support and services on a time and materials basis, plus expenses, at Mentis' then prevailing rates, unless otherwise agreed in writing by Mentis and Customer.
- 2.0 Delivery of Maintenance Services.
- 2.1 If Customer identifies an issue with the Mentis Supported Software, the following steps should be taken to communicate said condition to Mentis:
 - 2.1.1 Issue Identification:
 - When a designed feature or procedure is not generating the anticipated results in accordance with the Documentation; or
 - When error logs are present or the Mentis software window errors occur.
 - 2.1.2 Issue Information Gathering:

Customer should capture as much detail as possible about the state of the environment, including:

 - Document(s) Global Identification numbers associated with issue (if any)

- Document type(s) of documents affected (if any)
- Any error log information associated with issue (if any)
- Description of results versus what was expected
- General verbiage to describe condition, task(s), and state of environment

2.1.3 Issue Notification:

Customer should use one of the Customer Support Lines ("CSL") or the email address below to report an issue it is experiencing with the Supported Software to Mentis:

Telephone (main): (303) 756-4564
 Telephone (toll free): (866) 244-6339
 Fax: (303) 799-4520
 Email: helpdesk@MentisTechnology.com

- 2.2 Hours of Operation. Normal operating hours for the CSL are 6:00 AM to 6:00 PM Mountain Time, Monday through Friday, except for Mentis company holidays. Outside of normal operating hours or if all CSL consultants are busy, the CSL will prompt callers to leave a voice mail message describing the service request. A CSL consultant will then contact the Customer within one (1) business day.
- 2.3 Customer Service Requests. When a Maintenance request is initiated, a CSL consultant will generate a Customer Service Request ("CSR") to document the support request communicated by the Customer.
- 2.4 CSR Response. Upon receipt of a CSR, the CSL will review the information and assign a severity for urgency of response to the CSR. The CSL will make a good faith effort to communicate to the Customer a Response to the CSR in a timely manner based upon the severity of the problem. "Response" is defined as a communication with the Customer via telephone or voicemail of the status of the problem analysis and potential remedies or workarounds. Mentis will be responsible for determining the severity level of the CSR and the appropriate resolution.
- 2.5 Diagnostics. Customer shall provide Mentis and/or its agents access to all Customer's facilities, hardware, personnel and data, physically at the hardware site, and, if requested by Mentis, through a customer approved remote access, to permit Mentis to perform Maintenance.
- 2.6 On-Site Support. If the CSL is unable to reproduce operating conditions similar to those present when the error occurred, it may elect to go on site to try to resolve the problem. On-site CSR resolution is an additional service subject to the terms of Section 1.5.
- 2.7 Level of Severity of CSR:

"Severity 1" is a defect or error which renders the Supported Software inoperative or causes the Supported Software to fail catastrophically or causes the major critical functionality to not operate.

"Severity 2" is a defect or error which substantially degrades the performance of the Supported Software or materially restricts the Customer's use of the Supported Software.

"Severity 3" is a defect or error which causes only a minor impact or restriction in the Customer's use of the Supported Software.

"Severity 4" is a defect or error which is cosmetic in nature.

2.8 Escalation Process

If a reported issue has been sent to Mentis, but needs to be escalated in priority, Customer may follow up with Mentis using the contact information noted in 2.1.3 above.

3.0 Customer Responsibilities.

- 3.1 System Operation. Customer retains responsibility for the day-to-day management of the Supported Software, including an appropriate backup system.
- 3.2 Specific Responsibilities. Customer is responsible for the following items:
 - 3.2.1 Customer Contact Point ("CCP"). Customer will designate, in writing, a primary and at least one alternate CCP who will serve as the primary interface between Mentis' support team and Customer. The responsibilities of the CCP include the following.
 - 3.2.1.1 Provide Customer contact information and inform Mentis of any changes before they occur.
 - 3.2.1.2 Insure basic troubleshooting and a complete analysis of system problems using internal Customer resources prior to referring a problem to Mentis.
 - 3.2.1.3 Contact the CSL and provide the CSL consultant with all information and data needed for the CSL consultant to fill out a CSR.
 - 3.2.1.4 Coordinate Customer activities necessary to assist the CSL in resolving the problem.
 - 3.2.1.5 Serve as a liaison and primary point of Customer contact for the CSL.
- 3.3 System accesses and Security.
 - 3.3.1 Customer will insure that appropriate primary and alternate means are available for Mentis support personnel to gain remote access to Customer's system (when appropriately coordinated with Customer).

3.3.2 Customer will maintain system passwords and will maintain a record of all Customer systems running any portion of the Supported Software. Customer will provide this information to Mentis upon request and will advise Mentis of any changes in this information.

[END OF SERVICE LEVEL STATEMENT]

**Motion by Commissioner Carter , seconded by Commissioner Clevenger
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the 2016 TAC Management Pool
Insurance for 2016, as per 2016 TAC Management Pool Insurance recorded below.**

VOL. 63 PAGE 286



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

Liability Renewal Questionnaire

Member: Hockley County

Coverage Period: April 1, 2016 through April 1, 2017

Thank you for participating in the TAC Risk Management Pool's Liability program. As we prepare your renewal, there are a few questions we need you to answer so that we can provide you the most comprehensive and cost effective coverage possible. Pursuant to the Interlocal Participation Agreement, Section 4. Annual Contribution, 4.01 requires that the member timely submit to the Pool documentation necessary for the Pool to properly underwrite the renewal. To ensure that we have up-to-date information, please fill out each page completely and make any changes directly to this document. You can also provide supplemental sheets as necessary. **NOTE: Omitted information may result in an exclusion from coverage.**

The following coverage is eligible for renewal:

- Auto Liability
- Auto Physical Damage
- Crime
- Public Officials Liability

Your Vehicle Schedule is attached to this renewal questionnaire. We ask that you review your Vehicle Schedule carefully and report any of the following:

- Sold or totaled vehicles
- Newly purchased or obtained vehicles

We value your membership in the TAC Risk Management Pool and look forward to another successful year! If you have any questions or need help completing the Renewal Questionnaire, please contact your Member Services Representative Justin Bedford at 800-456-5974 or justinb@county.org.

Pool Coordinator

Our records indicate that the Member has designated the individual below as the Pool Coordinator for this coverage. In accordance with the terms of the Interlocal Participation Agreement, the Pool Coordinator has express authority to represent and to bind the Member, and the Pool will not be required to contact any other individual regarding matters arising from or related to this Agreement. If the Member wishes to change or update the Pool Coordinator information, please make the necessary changes below.

Pool Coordinator: Linda Barnette

Email: lbarnette@hockleycounty.org

Phone Number: (806) 894-6070

Fax Number: (806) 894-6917

Address: 802 Houston St Ste 103

City, State, Zip: Levelland TX, 79336-3706

Liability Renewal Questions

1. Please update the total number of Hockley County employees, including elected officials.

	Total	Airport	Hospital	
Full Time Employees:	128	0	0	Full Time = 35 or more hours per week
Part Time Employees:	21			Part Time = Less than 35 hours per week
Volunteers:	-0-			Volunteer = Actively serving

Auto Liability

Current Auto Liability Deductible: \$0

To make changes to your current Auto Liability coverage, please complete the section below:

Coverage	Currently Included	Add to Coverage	Reject from Coverage	Current Limit	Change Limit	Limit Options
Auto Liability	<input checked="" type="checkbox"/>			\$100,000/\$300,000/\$100,000	<input type="checkbox"/>	<input type="checkbox"/> \$100k/\$300k/\$100k <input type="checkbox"/> \$250k/\$500k/\$250k <input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000
Personal Injury Protection	<input checked="" type="checkbox"/>		<input type="checkbox"/> Reject	\$5,000		
Uninsured / Underinsured Motorist	<input checked="" type="checkbox"/>		<input type="checkbox"/> Reject	\$30,000/\$60,000/\$25,000	<input type="checkbox"/>	<input type="checkbox"/> \$30k/\$60k/\$25k <input type="checkbox"/> \$50k/\$100k/\$50k <input type="checkbox"/> \$100k/\$300k/\$100k

Vehicle Schedule Verification

Yes, I have reviewed Hockley County's Vehicle Schedule, and made corrections and updates which are incorporated into this Liability Renewal Questionnaire.

Auto Physical Damage

Current Auto Physical Damage Collision Deductible: \$500
 Current Auto Physical Damage Comprehensive Deductible: \$500

Crime

Current Crime Deductible: \$1,000

Coverage	Currently Included	Current Limit
Crime	<input checked="" type="checkbox"/>	\$100,000

Public Officials Liability

Current Public Officials Liability Deductible: \$10,000

To make changes to your current Public Officials coverage, please complete the section below:

Coverage	Currently Included	Add to Coverage	Reject from Coverage	Current Limit	Change Limit	Limit Options
Public Officials Liability	<input checked="" type="checkbox"/>			\$2,000,000	<input type="checkbox"/>	<input type="checkbox"/> \$2,000,000 <input type="checkbox"/> \$3,000,000
District Attorney	<input checked="" type="checkbox"/>		<input type="checkbox"/> Reject			
District Judge	<input checked="" type="checkbox"/>		<input type="checkbox"/> Reject			
Additional Punitive Damage - Increased Limits (\$1,000,000)		<input type="checkbox"/> Add				

Unreported Claims

Are you, or any officer or employee, aware of, or have knowledge of any circumstance, occurrence, fact or event which is likely to be a basis of a claim, either now or in the future? Yes No

If yes, please describe:

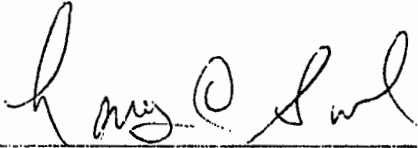
Has the situation been reported to TAC Claims Department? Yes No

Acknowledgement and Acceptance

Hockley County (MEMBER) acknowledges that the information submitted in this questionnaire and Auto Schedule is true and accurate, including all known potential claims. The information submitted may be used by the Pool in processing the renewal and in assessing the coverage needs of MEMBER. The questions posed, or any wording of the questionnaire, should not and may not be relied upon by MEMBER as implying that coverage exists for any particular claim or class of claims. The only coverage provided by the Pool to MEMBER is as described in the applicable Coverage Document, including any endorsements and the Contribution and Coverage Declaration, issued to a covered MEMBER.

MEMBER acknowledges and agrees that vehicles not listed on the attached vehicle schedule, and/or additionally identified by MEMBER as an update to the attached vehicle schedule, will not be provided coverage during the Coverage Period.

If MEMBER makes no changes, the Pool will assume MEMBER is requesting renewal for the same Liability Coverage as in the previous applicable Coverage Period. MEMBER understands that any failure to fully and accurately answer the questionnaire and any attached schedules may result in denial of coverage provided by the Pool. Coverage issued for Public Officials Liability and Law Enforcement Liability will apply on a Claims Made Basis.



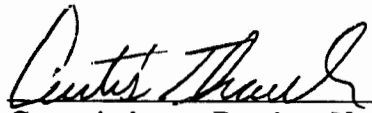
12/25/15


Signature of County Judge or presiding official of the Political Subdivision

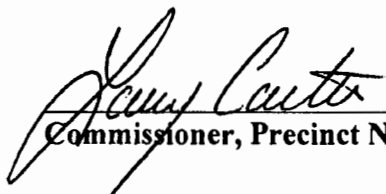
Date

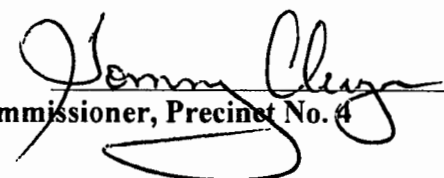
There being no further business to come before the Court, the Judge declared Court adjourned, subject to call.


The foregoing Minutes of a Commissioners' Court meeting held on the 21st day of December, A. D. 2016, was examined by me and approved.



Commissioner, Precinct No. 1


Commissioner, Precinct No. 3


Commissioner, Precinct No. 2


Commissioner, Precinct No. 4


County Judge


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

