

**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 20TH day of October, 2014, at 10:00 A.M. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

1. Read for approval the minutes of a Regular Meeting of the Commissioners Court held Monday, October 6, 2014.
2. Read for approval all monthly bills and claims submitted to the court and dated through October 20, 2014.
3. Hear Treasurer's monthly.
4. Consider and take necessary action to approve the Resolution granting the community of Whitharral, Texas Community Development Block Grant Program and Citizen Complaint Guidelines.
5. Consider and take necessary action to approve Letter of Authorization to Deal with Utility Companies.
6. Consider and take necessary action to approve a road crossing for Texland Petroleum LP on Drill Stem Road.
7. Consider and take necessary action to approve the road bore for Windstream Communications in Anton, Texas.
8. Hear update on renovation of building at 624 Ave. H.
9. Consider and take necessary action to approve the Interlocal Agreements with the City of Ropesville; City of Sundown; City of Smyer; and the City of Anton for street maintenance.
10. Consider and take necessary action to approve the termination of association with USScript.
11. Consider and take necessary action to approve the Contract with IPM-Integrated Prescription Management.
12. Consider and take necessary action to advertise for bids for a 2015 or newer pickup for use by the Hockley County Texas Ag Extension Office.
13. Update from hospital personnel concerning emergency preparedness.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

BY: _____

Hockley County Judge

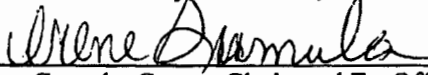
FILED FOR RECORD
AT _____ O'CLOCK _____ M.

VOL. 61 PAGE 557

Anna Gumula
County Clerk, Hockley County, Texas

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 16TH day of October, 2014, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 16TH day of October, 2014.



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

SPECIAL MEETING
OCTOBER 20, 2014

Be it remembered that on this the 20TH day of October A.D. 2014, 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 Thrash, 4 Votes Yes, 0 Votes No, that the Minutes of a Regular meeting of the Commissioners' Court, held on 6th day of October, A.D. 2014, be approved and stand as read.

Motion by Commissioner Clevenger, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through October 20th, A. D. 2014, be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court grant permission and authority to Texland Petroleum, LP to lay, construct, operate and maintain one (1) pipeline transporting natural gas under and across certain county roads, situated in Commissioners' Precinct No. 2, Hockley County, Texas as set forth in the below recorded Petition, Exhibit and Order of the Court.

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF TEXLAND PETRO LP.; FOR
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

Comes now, the Petitioner, TEXLAND PETRO LP., and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain 1 pipeline under and across certain county roads situated in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting NATURAL GAS from the Petitioner's sources of supply to Petitioner's markets.

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

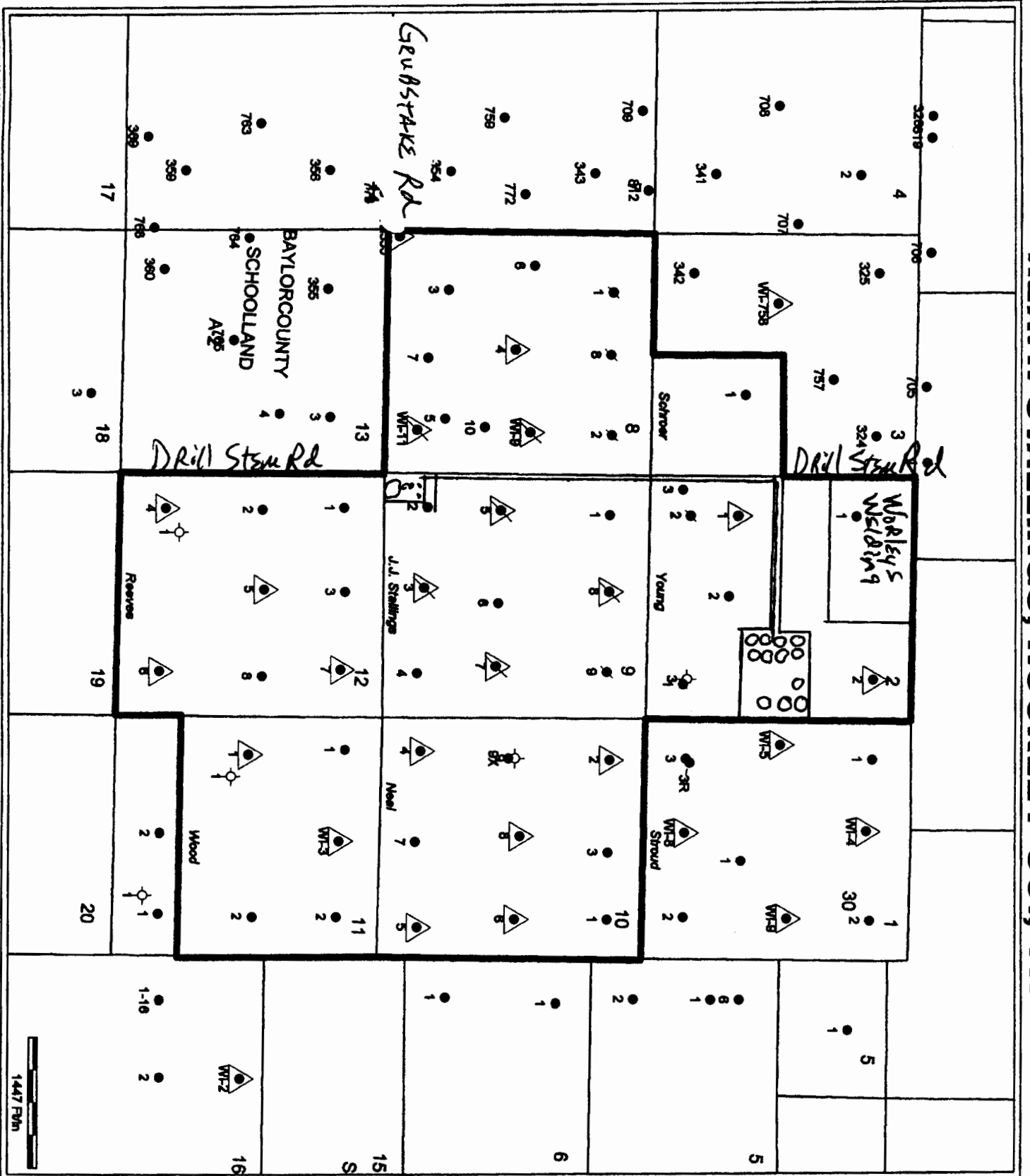
1. The Petitioner shall, in constructing said pipelines undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said pipelines undercrossings in a manner so as not to inconvenience, endanger or obstruct public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

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

DATED this 9th day of Oct., ~~2011~~ 2014

BY DARRELL LAND - Darrell
CELL # 806-781-6427

HEATH STALLINGS, HOCKLEY CO., TX



TEXAS
DEPT.
L.P.

VOL. 61 PAGE 561

Proposed
Gas
LINE IN
East slope
of head ditch
3" Poly line.

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF TEXLAND PETROLEUM LP FOR
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

ORDER

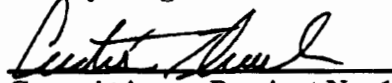
This cause coming on to be upon the petition of TEXLAND PETROLEUM LP hereinafter referred to as "Petitioner". The Board finds that in order that Petitioner may carry out its corporate objects and powers, it is necessary for it to lay, construct, operate and maintain pipelines across certain county roads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

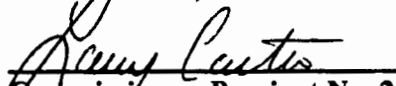
THEREFORE, IT IS HEREBY ORDERED that, subject to the conditions herein after set forth, said Petitioner, TEXLAND PETROLEUM LP is hereby granted permission and authority to lay, construct, operate and maintain pipelines across certain county roads at the locations set forth in Exhibits "A" and "B" attached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



County Judge

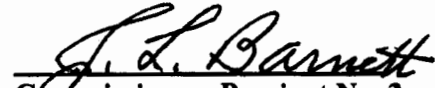


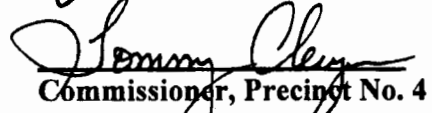
Commissioner, Precinct No. 1

Commissioner, Precinct No. 2

10/6/2014

Date



Commissioner, Precinct No. 3

Commissioner, Precinct No. 4

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 certain 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 October, 2014.

Raymond Pickett

BY Raymond Pickett

SEE SHT 2

3258

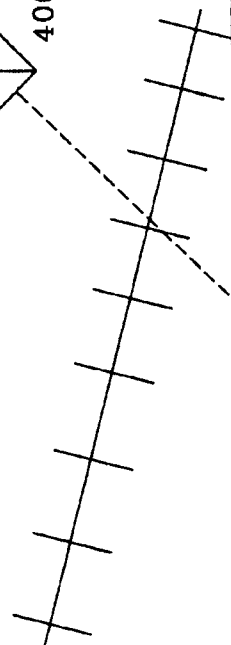
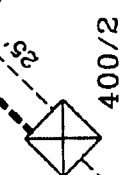
NOTE TO CONTRACTOR:
 Contact Tommy Clevenger
 County Commissioner
 Cell• 806 543 0969
 before starting job

CR 287
 DIRT



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

SANTA FE ST
 DIRT



Work Order: 740040282-00073	Exchange: Anton Texas	Cut Sheet Req: <input type="checkbox"/>	Job Title: DOR Swanson Farms	windstream communications
DATE: 10/07/2014	District: TX2 West Texas	Permit Req: County <input checked="" type="checkbox"/>	Project Manager: Bobby Wood 806 679 5928	
Engineer: Raymond K Pickett	Revision: 1	Mop Req: <input type="checkbox"/>	Joint Work Req: <input type="checkbox"/>	
Phone No: 806 637 7881	Revision Date: 10/09/2014			
	Sheet 1 of 2			

...740040282-73 countypermit1.dgn Oct. 09, 2014 10:51:57

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

2800'

CR 287

TENNESSEE RD
DIRT

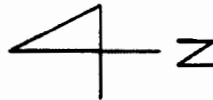
BORE & PL 48'
2inch PLAS PIPE

BORE TO BE AT A
DEPTH OF 48inches

CABLE TO BE BURIED
ON WEST 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

CR 287
DIRT



Work Order#: 740040282-00073	Exchange: Andrews Texas	Cut Sheet Req: <input type="checkbox"/>	Job Title: DOR Swanson Farms
DATE: 10/07/2014	District: TX2 West Texas	Permit Req: County <input checked="" type="checkbox"/>	Project Manager: Bobby Wood 806 679 5928
Engineer: Raymond K Pickett	Revision#: 1	Mop Req: <input type="checkbox"/>	
Phone No: 806 637 7861	Revision Date: 10/09/2014	Joint Work Req: <input type="checkbox"/>	
	Sheet 2 of 2		

...\\740040282-73 countypermit2.dgn Oct. 09, 2014 10:53:29

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

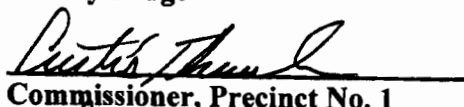
This cause coming on to be upon the petition of WINDSTREAM COMMUNICATIONS, hereinafter referred to as "Petitioner". The Board finds that in order that Petitioner may carry out its corporate objects and powers, it is necessary for it to lay, construct, operate and maintain buried cable across certain 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.

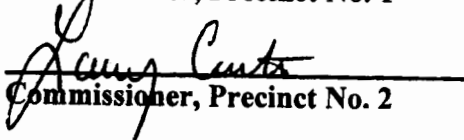
1. The Petitioner shall, in constructing said buried cable undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said buried cable undercrossings in a manner so as not to inconvenience, endanger or obstruct public 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.
4. Should Petitioner remove said buried cable from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.
5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said buried cable by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.



County Judge



Commissioner, Precinct No. 1

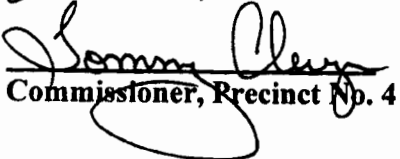


Commissioner, Precinct No. 2

October 20, 2014
Date



Commissioner, Precinct No. 3



Commissioner, Precinct No. 4

**Motion by Commissioner Carter, seconded by Commissioner Clevenger,
4 Votes Yes, 0 Votes No, that commissioners' court approve the Treasurers monthly
report for the month of August, 2014, as per Report recorded below.**

VOL. 61 PAGE 568

TREASURER'S AUGUST 2014 FINANCIAL REPORT

THE STATE OF TEXAS
COUNTY OF HOCKLEY
AFFIDAVIT

The Treasurer's Monthly Report includes, but is not limited to, money received and disbursed; debts due to (if known) and owed By the county; and all other proceedings in the treasurer's office that pertain to the Financial Standing of Hockley County. {LGC 114.026(a)(b)}

The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled; any adjustments Have been noted.

The affidavit must state the amount of the cash and other assets that are in the custody of the county treasurer at the time of The examination. {LGC 114.026 (d)} **\$19,576,956.16 Month Ending Balance**


Any interest earned that is posted by financial institutions to our accounts on the last business day of the month is included In the combined statement of receipts and disbursements. **\$15,401.93 Interest Earned**

The Treasurer's Monthly Report has been submitted and the Bank Reconciliation is pending review by Auditor. {LGC 114.026(b)}

All investments are in compliance with both the Public Funds Investment Act and the Hockley County Investment Policy. The investment strategy is passive, which maintains a liquid cash flow and safety of the investment as priority. {LGC 2256.023}

Therefore, Denise Bohannon, County Treasurer of Hockley County, Texas, who being fully sworn, upon oath says that the within And foregoing report is true and correct to the best of her knowledge.

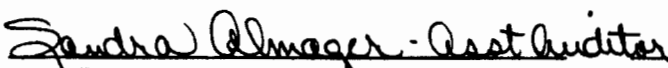
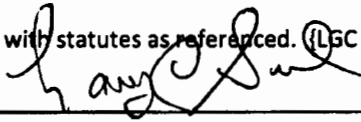
Filed with accompanying vouchers this the 20 day of Oct, 2014



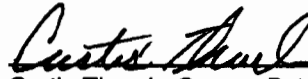

Denise Bohannon, Treasurer, Hockley County

Commissioners' Court having reviewed the Treasurer's Report as presented, having taken reasonable steps to ensure its accuracy and based upon presentations of the Treasurer's Office approve the report, subject to the independent auditor's Review and request that it be filed with the official minutes of this meeting. {LGC 114.026(c)}

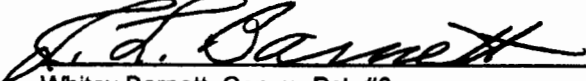

In addition, the below signatures affirm that the Treasurer's Report complies with statutes as referenced. {LGC 114.026(d)}

Sandra Dmager, Asst Auditor, Hockley County / Date Larry Sprowls, County Judge

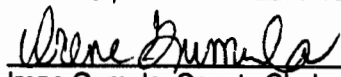
 

Curtis Thrash, Comm. Pct. #1 Larry Carter, Comm. Pct. #2

Whitey Barnett, Comm. Pct. #3 Tommy Clevenger, Comm. Pct. #4

Sworn to & Subscribed to Before Me, by the County Treasurer, the Auditor & Commissioners Court on this 20th day of Oct, 2014.



Irene Gumula, County Clerk

Treasurer's Monthly Report
Prepared by Denise Bohannon, Hockley County Treasurer

SECTION 1 – Cash Flow

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

Pages 6-7 Bank Collateral
Pledged Securities the Banks have pledged on behalf of Hockley County

Page 8 Bond Indebtedness – Mallet Event Center

Page 9 Certificates of Deposit

SECTION 2 – Investments Long Term

Per the Public Funds Investment Act and the Hockley County Investment Policies, the Investments Report is required on a Quarterly Basis. However, in an effort to keep the Commissioners' Court informed *available* Information is provided on a Monthly basis.

All investments are in compliance with both the Public Funds Investment Act and the Hockley County Investment Policy. The investment strategy is passive, which maintains a liquid cash flow and safety of The investment as priorities. {GC 2256.023}

Investments – Funds are not immediately available – must wait until maturity

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
GRAND TOTALS	<u>20,134,881.76</u>	<u>4,748,605.19</u>	<u>5,306,530.79-</u>	<u>19,576,956.16</u>

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2014 083 CA THEFT OF SERVICE CASH FUND TOTALS	5,291.02 5,291.02	289.03 289.03	969.91- 969.91-	4,610.14 4,610.14
2014 084 SHERIFF WORK RELEASE PROGRAM CASH FUND TOTALS	1,849.01 1,849.01	1.50 1.50	.00 .00	1,850.51 1,850.51
2014 095 HOCKLEY CO GRANTS FUND CASH FUND TOTALS	8,390.72 8,390.72	1.77 1.77	6,203.28- 6,203.28-	2,189.21 2,189.21
2014 087 HC JUVENILE PROBATION FEES CASH/AIM FUND TOTALS	12,080.28 12,080.28	129.59 129.59	550.52- 550.52-	11,659.35 11,659.35
2014 088 PAYROLL CLEARING ACCOUNT CASH/ASB FUND TOTALS	1,207.85 1,207.85	280,669.28 280,669.28	280,684.80- 280,684.80-	1,192.33 1,192.33
2014 089 SEIZURE PROCEEDS FUND CASH/ASB FUND TOTALS	43,005.93 43,005.93	27.83 27.83	10,512.00- 10,512.00-	32,521.76 32,521.76
2014 090 JUVENILE PROBATION FUND CASH/AIM ACCOUNTS RECEIVABLE FUND TOTALS	50,691.49 97.75- 50,593.74	34.06 .00 34.06	26,945.50- .00 26,945.50-	23,780.05 97.75- 23,682.30
2014 091 JUVENILE PROBATION RESTITUTION CASH FUND TOTALS	10,912.26 10,912.26	99.86 99.86	.00 .00	11,012.12 11,012.12
2014 092 HOCKLEY COUNTY COMMUNITY SUPER CASH/ASB FUND TOTALS	71,363.63 71,363.63	28,012.48 28,012.48	36,559.42- 36,559.42-	62,816.69 62,816.69
2014 093 HOCKLEY COUNTY MEDICAL FUND CASH/ASB FUND TOTALS	9,431.00 9,431.00	7.66 7.66	.00 .00	9,438.66 9,438.66
2014 094 COUNTY ATTORNEY RESTITUTION CASH/ASB FUND TOTALS	11,231.81 11,231.81	8.99 8.99	181.18- 181.18-	11,059.62 11,059.62
2014 095 D A RESTITUTION FUND CASH/ASB FUND TOTALS	3,803.07 3,803.07	71.10 71.10	.00 .00	3,874.17 3,874.17
2014 096 CA/DA PRE-TRIAL DIVERSION FUND CASH FUND TOTALS	55,461.25 55,461.25	1,494.70 1,494.70	.00 .00	56,955.95 56,955.95
2014 098 CLEARING FUND CASH FUND TOTALS	.07 .07	980,285.64 980,285.64	980,285.64- 980,285.64-	.07 .07

ACCOUNT NAME FUND TOTALS	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2014 054 JUSTICE OF PEACE #4 CASH FUND TOTALS	656.95	739.20	1,138.80-	257.35
2014 055 JUSTICE OF PEACE #5 CASH FUND TOTALS	20,196.54	28,852.21	22,522.14-	26,526.61
2014 056 SHERIFF FEE ACCOUNT CASH FUND TOTALS	1.50	.00	.00	1.50
2014 057 SO TRAINING DONATIONS FUND CASH/ASB FUND TOTALS	1,990.81	1.61	.00	1,992.42
2014 060 I&S FUND: '88 HOSPITAL BOND CASH/ASB TODA - CD BALANCE FUND TOTALS	37,354.30	17.45	.00	37,371.75
2014 065 MPEC INTEREST & SINKING FUND CASH BUSINESS ELITE SAVINGS ACCT TDOA - INVESTMENT BALANCE FUND TOTALS	.00	1,003.03	1,003.03-	.00
2014 070 PERMANENT IMPROVEMENT FUND CASH/ASB FUND TOTALS	535,825.97	431.40	10,798.99-	525,458.38
2014 071 HOCKLEY CO ROAD BOND FUND CASH/AIN TDOA/ASB FUND TOTALS	21,032.90	17.09	.00	21,049.99
2014 072 MALLETT OPERATING FUND CASH/AIN FUND TOTALS	568,655.25	35,011.61	55,871.43-	547,795.43
2014 079 DA FEDERAL FORFEITED FUNDS CASH FUND TOTALS	3,473.76	45,565.74	69.24-	48,970.26
2014 080 EM & LR FUND CASH/AIN FUND TOTALS	4,454.05	3.61	.00	4,457.66
2014 081 DA TRUST ACCOUNT CASH/AIN FUND TOTALS	11,440.86	335.00	335.00-	11,440.86
2014 082 DA FORFEITURE FUND CASH FUND TOTALS	13,013.69	10.52	130.00-	12,894.21

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2014 030 LAW LIBRARY FUND	81,607.32	3,701.63	5,374.47	79,934.48
CASH/AIM	27,738.71	402.69	107.00	28,034.40
FUND TOTALS	27,738.71	402.69	107.00	28,034.40
2014 035 LIBRARY FUND	21,343.63	353.30	18,254.03	3,442.90
CASH/AIM	21,343.63	353.30	18,254.03	3,442.90
FUND TOTALS	21,343.63	353.30	18,254.03	3,442.90
2014 039 DISTRICT CLERK PRESERVATION	31,165.73	202.28	.00	31,368.01
CASH/AIM	31,165.73	202.28	.00	31,368.01
FUND TOTALS	31,165.73	202.28	.00	31,368.01
2014 040 COUNTY CLERK PRESERVATION FUND	114,456.86	4,285.14	.00	118,742.00
CASH/AIM	114,456.86	4,285.14	.00	118,742.00
TDOA - CD BALANCE - ASB	.00	.00	.00	.00
FUND TOTALS	114,456.86	4,285.14	.00	118,742.00
2014 041 RECORDS MANAGEMENT OFFICER	12,338.02	561.77	250.00	12,649.79
CASH/AIM	12,338.02	561.77	250.00	12,649.79
FUND TOTALS	12,338.02	561.77	250.00	12,649.79
2014 042 R&B EXTRA FEE ACCOUNT	113,428.79	19,498.62	.00	132,927.41
CASH/ASH	113,428.79	19,498.62	.00	132,927.41
FUND TOTALS	113,428.79	19,498.62	.00	132,927.41
2014 043 COURTHOUSE SECURITY FUND	7,986.85	1,186.72	422.84	8,750.73
CASH/AIM	7,986.85	1,186.72	422.84	8,750.73
FUND TOTALS	7,986.85	1,186.72	422.84	8,750.73
2014 044 JUSTICE COURT TECHNOLOGY FUND	53,866.88	843.24	861.41	53,848.71
CASH	53,866.88	843.24	861.41	53,848.71
FUND TOTALS	53,866.88	843.24	861.41	53,848.71
2014 045 SHERIFF CASH BOND ACCOUNT	53,409.42	.00	.00	53,409.42
CASH	53,409.42	.00	.00	53,409.42
FUND TOTALS	53,409.42	.00	.00	53,409.42
2014 046 COUNTY CLERK CASH BOND ACCT	60,029.02	.00	.00	60,029.02
CASH	60,029.02	.00	.00	60,029.02
FUND TOTALS	60,029.02	.00	.00	60,029.02
2014 047 JPS CASH BOND ACCOUNT	3,234.71	.00	500.00	2,734.71
CASH	3,234.71	.00	500.00	2,734.71
FUND TOTALS	3,234.71	.00	500.00	2,734.71
2014 048 COUNTY CLERK	26,902.82	28,086.85	26,851.82	28,137.85
CASH	26,902.82	28,086.85	26,851.82	28,137.85
FUND TOTALS	26,902.82	28,086.85	26,851.82	28,137.85
2014 051 JUSTICE OF PEACE #1	5,558.75	4,632.22	5,035.75	5,155.22
CASH	5,558.75	4,632.22	5,035.75	5,155.22
FUND TOTALS	5,558.75	4,632.22	5,035.75	5,155.22
2014 052 JUSTICE OF PEACE #2	543.76	22,348.10	376.10	22,515.76
CASH	543.76	22,348.10	376.10	22,515.76

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2014 010 GENERAL FUND	3,372,215.64	127,561.59	231,155.54	3,268,621.69
CASH/ATM	.00	.00	.00	.00
AUDIT CASH ON HAND	.00	.00	.00	.00
TDCA/CD/ASB	3,372,215.64	127,561.59	231,155.54	3,268,621.69
FUND TOTALS				
2014 011 AD VALOREM TAX ACCOUNT	37,555.08	3,012,029.66	.00	3,049,584.74
CASH/ATM	2,024,554.36	49,167.73	.00	2,073,722.09
CASH/TO AD VAL EXCESS	.00	.00	.00	.00
CASH/BE SAVINGS	6,018,515.98	3,833.72	3,011,174.85	3,011,174.85
TDCA - CD/ATM BANK	4,114,640.53	3,897.05	.00	4,118,537.58
TDCA - CD/ PLAT	12,195,265.95	3,068,928.16	3,011,174.85	12,253,019.26
FUND TOTALS				
2014 012 OFFICERS SALARY FUND	706,132.65	47,521.07	357,906.71	395,747.01
CASH/ATM	.00	.00	.00	.00
AUDIT CASH ON HAND	706,132.65	47,521.07	357,906.71	395,747.01
FUND TOTALS				
2014 013 AUTO REGISTRATION FUND	43,468.95	35.27	.00	43,504.22
CASH/ATM	43,468.95	35.27	.00	43,504.22
FUND TOTALS				
2014 014 INDIGENT HEALTH CARE FUND	51,922.28	105.57	2,745.24	49,282.61
CASH/ATM	51,922.28	105.57	2,745.24	49,282.61
FUND TOTALS				
2014 016 HOCKLEY COUNTY: LEASE FUND	17,666.11	14.35	.00	17,680.46
CASH/ATM	17,666.11	14.35	.00	17,680.46
FUND TOTALS				
2014 017 JURY FUND	85,380.54	4,668.94	24,191.44	65,858.04
CASH/ATM	.00	.00	.00	.00
AUDIT CASH ON HAND	85,380.54	4,668.94	24,191.44	65,858.04
FUND TOTALS				
2014 021 ROAD & BRIDGE #1	286,718.25	214.57	45,741.49	241,191.33
CASH/ATM	12,122.17	.00	.00	12,122.17
CASH/LAT1 AIM	298,840.42	214.57	45,741.49	253,313.50
FUND TOTALS				
2014 022 ROAD & BRIDGE #2	304,334.59	2,723.28	47,246.29	259,811.58
CASH/ATM	73,589.93	.00	.00	73,589.93
CASH/LATRD2/ATM	377,924.52	2,723.28	47,246.29	333,401.51
FUND TOTALS				
2014 023 ROAD & BRIDGE #3	359,731.10	284.12	47,991.79	312,023.43
CASH/ASB	26,676.87	.00	.00	26,676.87
CASH/LATRD3	386,407.97	284.12	47,991.79	338,700.30
FUND TOTALS				
2014 024 ROAD & BRIDGE #4	207,600.80	150.34	45,045.64	162,705.50
CASH/ASB	11,223.49	.00	.00	11,223.49
CASH/LATRD4	218,824.29	150.34	45,045.64	173,928.99
FUND TOTALS				
2014 025 ROAD & BRIDGE #5	81,607.32	3,701.63	5,374.47	79,934.48
CASH/ATM				

Investment Portfolio Pledged Securities
 AIM BANK
 LITTLEFIELD, TX

InTrader (pledged)
 Last: 07/31/2014
 As-of: 08/31/2014
 2AIM 1018373

Sec ID	Security Description	Line 1	Line 2	Rate	Agent	Maturity	GRP	Original Face \$	S & P	Pledged	Book Value
Loc	Ticket	Security Description	Line 2	Rate	Agent	Maturity	GRP	Face	Moody		Market Value
	PLEGGED TO: HOCKEY	HOCKEY COUNTY									
3128LLV86	FHLMC #280693 ARM										
TIB	213001965			2.293	THE INDEPENDENT BANKERSBANK	06/01/2042	305	2,000,000.00		08/26/2014	1,253,850.55
3138A5SN1	FNMA #A13652				THE INDEPENDENT BANKERSBANK	02/01/2026	305	1,197,066.14		01/30/2013	1,245,951.21
TIB	164027666			3.5	THE INDEPENDENT BANKERSBANK	02/01/2026	305	2,100,000.00		08/26/2014	1,042,991.17
3138E4YC9	FNMA #AK0706				THE INDEPENDENT BANKERSBANK	02/01/2027	305	2,222,500.00		01/30/2013	1,032,905.12
TIB	164028308			3.5	THE INDEPENDENT BANKERSBANK	02/01/2027	305	1,304,634.99		08/26/2014	1,392,498.95
3138E4YC9	FNMA #AK0706				THE INDEPENDENT BANKERSBANK	02/01/2027	305	3,250,000.00		04/03/2013	1,377,241.06
TIB	164028413			3.5	THE INDEPENDENT BANKERSBANK	02/01/2027	305	1,907,790.20		08/26/2014	2,035,719.15
3138EGSH8	FNMA #AL0519				THE INDEPENDENT BANKERSBANK	03/01/2026	305	2,500,000.00		01/30/2013	2,013,963.30
TIB	164024507			4	THE INDEPENDENT BANKERSBANK	06/01/2032	305	1,383,541.65		08/26/2014	1,491,956.33
3138E4YC9	FNMA #AL2188 ARM				THE INDEPENDENT BANKERSBANK	06/01/2042	305	2,900,000.00		05/22/2012	1,480,777.73
TIB	164027988			2.357	THE INDEPENDENT BANKERSBANK	06/01/2042	305	1,646,463.86		08/26/2014	1,731,733.26
31418AF78	FNMA #MA1089				THE INDEPENDENT BANKERSBANK	06/01/2032	305	2,850,000.00		01/30/2013	1,713,433.70
TIB	164027935			4	THE INDEPENDENT BANKERSBANK	06/01/2032	305	2,005,785.08		08/26/2014	2,177,231.16
31418AH76	FNMA #MA1153				THE INDEPENDENT BANKERSBANK	08/01/2022	305	4,000,000.00		01/30/2013	2,153,063.21
TIB	164029358			3	THE INDEPENDENT BANKERSBANK	08/01/2022	305	2,584,215.68		08/26/2014	2,734,490.15
31418AJ33	FNMA #MA1181				THE INDEPENDENT BANKERSBANK	09/01/2022	305	4,950,000.00		01/30/2013	2,692,918.46
TIB	164029593			3	THE INDEPENDENT BANKERSBANK	09/01/2022	305	3,336,919.00		08/26/2014	3,533,770.94
31418AK80	FNMA #MA1218				THE INDEPENDENT BANKERSBANK	10/01/2022	305	3,950,000.00		01/30/2013	3,477,194.87
TIB	164029389			3	THE INDEPENDENT BANKERSBANK	10/01/2022	305	2,713,483.59		08/26/2014	2,873,419.41
31418AJ77	FNMA #MA1452				THE INDEPENDENT BANKERSBANK	05/01/2023	305	1,270,760.00		01/30/2013	2,827,767.22
TIB	219000475			3	THE INDEPENDENT BANKERSBANK	05/01/2023	305	1,002,469.00		08/26/2014	1,051,212.64
31419AY35	FNMA POOL AE0729				THE INDEPENDENT BANKERSBANK	01/01/2026	305	2,100,000.00		03/05/2014	1,044,911.80
TIB	164024025			4	THE INDEPENDENT BANKERSBANK	01/01/2026	305	1,092,918.25		08/26/2014	1,170,815.28
	TOTAL FOR PLEDGE ID HOCKEY									05/22/2012	1,164,337.27
								Orig Face: 34,093,260.00			Market: 22,224,564.95
								Current Face: 21,153,514.03			Book: 22,489,638.99

VOL. 61 PAGE 576

The information contained herein, while believed to be reliable, is not guaranteed.
 For assistance please contact TIB Investment Portfolio (972) 650-6078.



Trusteel
 Partners

Platinum Bank
Pledge Agreement Summary
As of 8/31/14

Attn: Denise Bohannon
Hockley County
802 Houston Street
Levelland, TX 79335

Pledge Agreement Collateralized by

Account Balance
CD # 8565 \$ 2,078,289.10
CD # 8567 \$ 2,040,247.85
\$ 4,118,536.95

Type	Issuer	Cusip Number	Par Amount	Interest Rate	Maturity Date	Current Market Value (as of 8/31/14)
MBS	FNMA	3138E2M11	811,984.37	3.500%	1/1/2027	662,713.55
MBS	GNMA	36241L2J4	715,246.54	4.500%	8/15/2026	489,846.63
MBS	GNMA	36241L4J2	1,158,798.99	4.500%	12/20/2031	725,660.92
MUNI	JEFFERSON TX ISD	475214GV8	400,000.00	3.500%	2/15/2030	420,684.00
MUNI	LITTLE ELM TX	537095MNB	250,000.00	2.500%	8/1/2021	266,407.50
MUNI	MAYPEARL TX ISD	578469KT4	500,000.00	3.000%	2/15/2032	514,845.00
MUNI	ROSENBERG TX	777628V/C9	595,000.00	4.050%	3/1/2025	630,473.90
MUNI	WEATHERFORD TX	947710MNO	300,000.00	4.125%	3/1/2026	326,007.00
Total Securities Pledged						4,036,638.50

FDIC Coverage 250,000.00
Total Securities Pledged \$ 4,036,638.50
Excess Coverage \$ (168,101.55)

INVESTMENT SECURITIES ARE NOT FDIC INSURED

TREASURER'S AUGUST 2014 FINANCIAL REPORT

**HOCKLEY COUNTY Mallet Event Center and Arena
\$14,515,000 - Bond Issue - 10 Year Repayment
Fund 065, Series 2009 3.04%**

FYE	Previous Balance Outstanding	Principal Payment Due	Interest Payment Due	Current Balance Outstanding
2010 PD	\$17,636,079.00	\$1,185,000.00	\$312,878.88	\$15,871,600.00
2011 PD	\$15,871,600.00	\$1,255,000.00	\$508,100.00	\$14,108,500.00
2012 PD	\$14,108,500.00	\$1,305,000.00	\$456,900.00	\$12,346,600.00
2013 PD	\$12,346,600.00	\$1,360,000.00	\$403,800.00	\$10,583,000.00
2014 PD	\$10,583,000.00	\$1,415,000.00	\$348,100.00	\$8,819,900.00
2015	\$8,819,900.00	\$1,475,000.00	\$290,300.00	\$7,054,600.00
2016	\$7,054,600.00	\$1,535,000.00	\$230,100.00	\$5,289,500.00
2017	\$5,289,500.00	\$1,595,000.00	\$167,500.00	\$3,527,000.00
2018	\$3,527,000.00	\$1,660,000.00	\$102,400.00	\$1,764,600.00
2019	\$1,764,600.00	\$1,730,000.00	\$34,600.00	\$0.00

*Principal Payments Due Annually
**Interest Payments are Due Semi-annually

Certificates of Deposit

Purchase Date	Account	Bank	Beginning Amount	Maturity Date	Interest Rate	Interest Paid	Month's Interest Earned	Current Bal
11/26/2012	011-AdValorem	Platinum	\$2,000,000.00	11/26/2014	1.15%	Monthly	\$1,966.70	\$2,040,247.85
11/26/2012	011-AdValorme	Platinum	\$2,000,000.00	11/26/2014	1.10%	Monthly	\$1,915.85	\$2,078,289.10
11/28/2011	060-I&S Hosp. Bd.	Aim	\$36,481.21	11/28/2014	0.55%	Monthly	\$17.42	\$37,371.75
2/19/2014	011-AdValorem Excess	Aim	MATURED	8/19/2014	0.75%	Monthly	\$1,912.06	\$3,011,174.85
2/19/2014	011-AdValorem Excess	Aim	3,000,000.00	11/19/2014	0.75%	Monthly	\$1,912.06	\$3,011,174.85

**Motion by Commissioner Clevenger, seconded by Commissioner Barnett,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Resolution granting
the community of Whitharral, Texas Community Development Block Grant Program
and Citizen Complaint Guidelines, as per Resolution recorded below.**

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF HOCKLEY COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT GRANT PROGRAM.

WHEREAS, the Commissioners Court desires to develop a viable urban community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of Hockley County- Community of Whitharral to apply for funding under the Texas Community Development Block Grant Program;

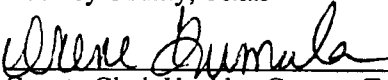
NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF HOCKLEY COUNTY, TEXAS:

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the County with the Texas Department of Agriculture.
2. That the County's application be placed in competition for funding under the Community Development Fund.
3. That the application be for \$275,000 of grant funds to provide water improvements to the Community of Whitharral.
4. That the Commissioners Court directs designates the COUNTY JUDGE as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Texas Community Development Block Grant Program.
5. That it further be stated that Hockley County through the Community of Whitharral is committing \$13,750 from its General Fund as a cash- match contribution toward the construction activities of the water system improvements project.

Passed and approved this 20th day of October 2014.


_____, County Judge

Hockley County, Texas


_____,
County Clerk Hockley County, Texas

Hockley County, TEXAS, CITIZEN COMPLAINT PROCEDURES

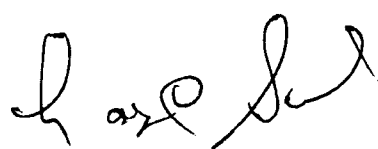
for the

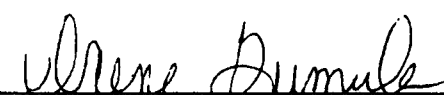
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

In order to comply with the TXCDBG Complaint System, 10 T.A.C. Sec.178.1 and 178.2, the following citizen complaint procedures, adopted by Hockley County, Texas, are intended to provide a timely written response to all complaints and grievances made against Hockley County, Texas, Community Development Program efforts:

- 1) A person who has a comment or complaint about the services funded or to be funded by a block grant administered by the County, may submit such comment or complaint in writing to the County Judge who is responsible for administering the block grant program.
- 2) The County Judge shall, within five work days of receiving the comments or complaints, conduct an investigation into same, determine an appropriate response to same and so advise the person who made said comments or complaints, in writing. If, for any reason this cannot be done, the County Judge will, within five working days of receiving the comment or complaint, advise the person making the comment or complaint, in writing, why the response cannot be provided within five working days of receiving the comment or complaint and when a response can be expected.
- 3) The County Judge shall notify the person who made said comments or complaints, in writing, of the final results of any investigation conducted. Unless unusual circumstances interfere, all investigative action and reports documenting the findings of same should be accomplished prior to the 15th working day after the comments or complaints were originally received. Should this final response be delayed, the person making the comments or complaints must be so advised in writing, to include the problems being encountered and a new date for final resolution of the comment or complaint.
- 4) A copy of the above outlined comment and/or complaint procedures can be obtained at the County Courthouse in Hockley County, Texas, between the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday (except holidays) .

Passed and approved by the County Commissioners Court of Hockley County, Texas on Oct. 20, 2014.

COUNTY JUDGE 

COUNTY CLERK 

Hockley County CITIZEN PARTICIPATION PLAN

Hockley County, Texas, shall comply with the following citizen participation plan requirements:

- (1) Provide for and encourage citizen participation, emphasizing participation by persons of low and moderate income residing in slum and blight areas and in areas in which TXCDBG funds are proposed to be used;
- (2) Provide citizens with reasonable and timely access to local meetings, information and records concerning the proposed and actual use of TXCDBG funds;
- (3) Provide for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing TXCDBG proposals with the level and type of assistance to be determined by the County;
- (4) Provide for public hearing(s) to obtain citizen views and to respond to questions and proposals at all stages of the community development program, including at least the development of needs and a review of program performance. Hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodations for disabled persons;
- (5) Provide for a timely written response to written complaints and grievances, within 15 working days where practicable; and
- (6) Identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonable expected to participate.

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by Hockley County, Texas, the following public hearing provisions shall be observed:

- (1) Public notice of all hearings must be published at least three (3) calendar days prior to the scheduled hearing. The public notice must be published in a non-legal section of a local newspaper. Each public notice must include the date, time, location and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements.
- (2) Each public hearing shall be held at a time (generally after 5:00 PM on weekdays or on Saturdays) and location convenient to potential or actual beneficiaries and will include accommodations for disabled persons.
- (3) When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter will be present to accommodate the needs of the non-English speaking residents.

COMPLAINT PROCEDURES

Hockley County, Texas, has in place written citizen complaint procedures that provide a timely written response to complaints and grievances. The complaint procedures comply with the requirements of the CDBG Complaint System, 10 T.A.C. Sec 178.1 and 178.2. Citizens will be

made aware of the location and hours at which times they may obtain a copy of these written procedures.

TECHNICAL ASSISTANCE

When requested, Hockley County, Texas, will provide technical assistance to groups representative of persons of low and moderate income in developing proposals for the use of TXCDBG funds. The level and type of assistance shall be determined by the County based upon the specific needs of the community's residents.

The County will comply with the following citizen participation requirements for the preparation and submission of an application to the Texas Community Development Block Grant Program:

- (1) At a minimum, the County will hold at least one public hearing prior to developing the application. The County will also publish a public notice in a local newspaper prior to actual submission of the application.
- (2) If more than one public hearing is held, the public hearings will be held at least 7 days apart.
- (3) At least one of the public hearings will be held in the proposed project area.
- (4) The County will retain documentation of the hearings notice(s), a listing of persons attending the hearings(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for a period of one year or until the project, if funded, is closed out. Such records will be made available to the public in accordance with Texas Civil Statutes, Article 6252-17a.
- (5) The first public hearing will include a discussion with citizens on the development of housing and community development needs, the amount of funding available, all eligible activities under the Texas Community Development Block Grant Program (TXCDBG), and the use of past TXCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low and moderate income who are residents of slum and blight areas, will be encouraged to submit their views and proposals regarding community development and housing needs. Citizens will be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
- (6) The second public notice will include information regarding the TXCDBG fund categories for which the application will be submitted, the amount of TXCDBG funds being requested, a short description of the proposed project activities, the locations of the project activities and the location and hours when the application will be available for public review.
- (7) While more than one application can be discussed at a single public hearing e.g., if the applicant is considering both a Community Development Fund and a Texas Capital Fund application - a hearing held for the previous program year's submittal of the same application (under either fund) is not acceptable for meeting the requirements for any subsequent competition.

The County will comply with the following citizen participation requirements in the event that it receives funding from the Texas Community Development Block Grant Program:

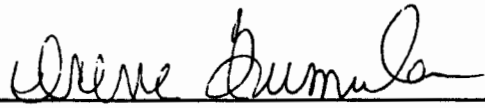
- (1) The County will hold a public hearing concerning any substantial change, as determined by the Department, proposed to be made in the use of TXCDBG funds from one eligible activity to another.
- (2) Upon completion of the community development program activities, the County will hold a public hearing and review its program performance including the actual use of the TXCDBG funds.
- (3) The County will retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three years after the project is closed out. Such records will be made available to the public in accordance with Texas Civil Statutes, Article 6252-17a.

CITIZEN PARTICIPATION PLAN COMPLAINT SYSTEM

1. A citizen who has a comment or complaint about the quality of services provided by any subcontractor for the County related to a Texas Community Development Block Grant Program (TXCDBG) funded project or a comment or complaint related to any aspect of a TXCDBG project may submit such comment or complaint in writing to the County Judge.
2. The County Manager shall advise the complainant that his written comment or complaint will be presented to the County Council at the next regularly scheduled meeting of that body and the complainant shall be invited to attend the meeting to observe the action of the County Council.
3. The County Manager shall present the written comment or complaint to the County Council at its next regularly scheduled meeting and advise the Council that an investigation will be conducted. Further, he shall advise the Council that the findings of that investigation will be brought back to the Council at its next regularly scheduled meeting. The County Judge may, at his discretion, appoint a County staff person, a member of the County Commissioners Court, or a committee of the Council to investigate the complaint or he may conduct the investigation himself.
4. At the next regularly scheduled meeting of the County Commissioners Court, the appointed person or committee or the County Judge shall present a report of its (his/hers) findings. The County Judge shall then vote to adopt or reject the report and approve the action to be taken in response to the complaint. The complainant shall be informed of the meeting and be invited to observe the deliberations and decision of the Council.
5. The decision of the County Commissioners Court shall be carried out and, if necessary, a report shall be given by the County Judge at the next regularly scheduled meeting of the Commissioners Court confirming that the action required by the Commissioners Court was completed. If a final report of the resolution of the comment or complaint is to be provided at the next Commissioners Court meeting, the complainant shall be so informed.
6. The County shall report the comment and complaint received and the action taken in its quarterly report to the Department and close-out documentation for the TXCDBG project.

Passed and approved by the County Commissioners Court of Hockley County, Texas on Oct. 20, 2014.

COUNTY JUDGE 

COUNTY CLERK 

**Motion by Commissioner Carter, seconded by Commissioner Thrash,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve Letter of Authorization
to Deal with Utility Companies, as per Agreement recorded below.**

VOL. 61 PAGE 587

UTILITY COST REDUCTION AGREEMENT

STATE OF Texas
COUNTY OF Hockley

This agreement is made on this 21 day of Oct., 2014, by and between Hockley County
hereinafter referred to as CLIENT, and Utility Rebate Consultants, Inc., hereinafter referred to as URC:

I. PURPOSE AND DURATION OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which URC is to provide CLIENT with Consulting Services designed to reduce Utility Costs. The duration of this Agreement shall be for one year. After which either party may terminate this Agreement by 30 days written notice. Any fees due URC will continue to be paid after expiration of this period as stated below.

In consideration of the mutual promises contained within this agreement, the parties agree to the following:

II. SERVICES TO BE PERFORMED

URC will review the way that CLIENT purchases and uses utilities and URC will recommend cost saving action to be taken and URC will, where appropriate, expedite the recommendations. If CLIENT rejects or delays recommended action and later adopts recommendations within 30 months from the date of that recommendation, URC will receive compensation as scheduled below:

III. CALCULATION OF SAVINGS AND COMPENSATION TO UTILITY REBATE CONSULTANTS

CLIENT agrees to compensate URC as follows:

- A. No fees will be due URC unless and until actual utility cost savings occur.
- B. URC will receive fifty percent (50%) of savings which are created by URC's efforts for a period of twenty four (24) complete billing months following the creation of that savings.
- C. URC will receive fifty percent (50%) of any refunds received as a result of URC's efforts.
- D. URC will calculate (1) what the cost of the utilities would have been without URC's efforts compared with (2) the actual cost. The difference between (1) and (2) above is defined as the savings for that month. A statement will be presented to CLIENT which will be payable to URC on receipt.

IV. MISCELLANEOUS

- A. Nothing in the Agreement shall be deemed to limit or abridge the right of CLIENT to change its business operations in such a manner as it shall, at its sole discretion, deem necessary or appropriate to the conduct of its business, regardless of the effect such change shall have on its consumption or cost of utilities.
- B. Parties To Be Bound: This Agreement shall be binding upon the parties hereto and their respective heirs, successors and assigns including related entities.
- C. Amendments and Modifications: Modification of or amendment of this Agreement shall be in writing and signed by both parties hereto.
- D. URC is hereby authorized to act as CLIENT's agent in obtaining billing information from Utility Companies and/or Taxing Agencies.
- E. If a credit or refund occurs after the signing of this agreement that was not specifically exempt by client, credit or refund will be considered due to URC's efforts and will be shared as stated above in Section III. CLIENT agrees to notify URC of any such credit or refund.

Address: 802 Houston
Levelland TX
City/State/Zip: Levelland TX
Telephone: (806) 894-6070

Firm Name: Hockley County
By: Harry Sprows
Name/Title: County Judge
UTILITY REBATE CONSULTANTS, Inc.
By: _____

VOL. 61 PAGE 588

UTILITY REBATE CONSULTANTS, INC.

2526 East 71st St., Suite E ■ Atlanta South Office Center ■ Tulsa, OK 74136-5531
918-492-1224 • FAX 918-496-0005

LETTER OF AUTHORIZATION TO DEAL WITH UTILITY COMPANIES

STATE OF TEXAS

COUNTY OF Hockley KNOW ALL MEN BY ALL PRESENTS:

THAT I, LARRY SPRUELS County Judge
(Name) (Title)

of Hockley County of the City of Levelland
(Firm)

do hereby name, constitute and appoint Utility Rebate Consultants, Inc. my true and lawful attorney-in-fact for me and in my name to do and perform the following specific powers, acts and functions:

1. To receive billing records and history of my account(s) regarding utility services furnished by the utility companies serving my area;
2. To execute and approve any and all documents in the name of the company and/or by the officer or owner in the manner shown below in connection with applying for any lawful exemption or refund due, regarding said utility service including, but not limited to the following: Rate Change, Authorization Forms, Billing Error Refund Request Form, State Sales & Use Tax Exemption Certificate, and any exemption certificate for delivery to vendors or utility services;
3. To receive any and all correspondence in connection with application for exemption or refund or change in service;

I covenant and represent to those dealing with my attorney-in-fact that this Power of Attorney shall remain in full force for a period of three (3) years from the date hereof; provided, however, this Power of Attorney shall be subject to revocation at any prior date by written notice given to and received by the said Utility Rebate Consultants, Inc.

EXECUTED this 20th day of October 2014.

Hockley County
Firm Name

[Signature]

By LARRY SPRUELS

Name County Judge

Title

Commissioners' Court had an update on renovation of building at 624 Ave. H.

**Motion by Commissioner Carter, seconded by Commissioner Clevenger,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Interlocal
Agreements with the City of Ropesville; City of Sundown; City of Smyer; and the
City of Anton for street maintenance, as per Interlocal Agreements recorded below.**

STATE OF TEXAS

COUNTY OF HOCKLEY

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

THIS INTERLOCAL CONTRACT is entered into this **20th** day of **October, 2014**, by and between the COUNTY OF HOCKLEY, TEXAS, acting by and through its duly authorized representatives, the Hockley County Commissioners Court, Larry Sprowls, County Judge (hereinafter referred to as Hockley County) and City of Ropesville, Texas acting by and through its duly authorized representative, the City Council of Ropesville, Texas, and the Mayor, (hereinafter referred to as Ropesville).

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 Ropesville, 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 Ropesville to Hockley County, Texas.

**IV.
RESPONSIBILITIES OF HOCKLEY COUNTY**

Hockley County will provide construction, improvements, maintenance or repair of Ropesville 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**

Ropesville will hold Hockley County Harmless for any damages, lawsuits, attorney's fees, claims as a result of providing the Street Maintenance service. Ropesville will reimburse Hockley County for all expense in defending itself. Ropesville 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**

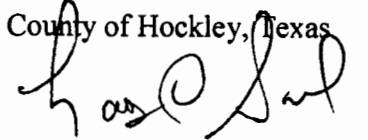
If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, 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.

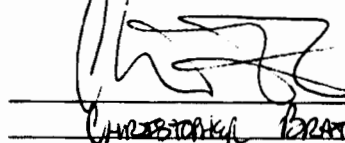
IN WITNESS WHEREOF, the parties enters into this Contract on the **20th** day of **October, 2014**.

County of Hockley, Texas



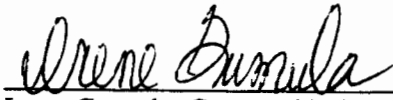
Larry Sprowls, County Judge

City of Ropesville, Texas



Christopher Bratcher, Mayor

Attest:



Irene Gumula, County Clerk

_____, Secretary

STATE OF TEXAS

COUNTY OF HOCKLEY

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

THIS INTERLOCAL CONTRACT is entered into this 20th day of October, 2014, 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 SUNDOWN, Texas acting by and through its duly authorized representative, the City Council of SUNDOWN, Texas and the Mayor, (hereinafter referred to as SUNDOWN).

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 SUNDOWN, 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 SUNDOWN to Hockley County, Texas.

**IV.
RESPONSIBILITIES OF HOCKLEY COUNTY**

Hockley County will provide construction, improvements, maintenance or repair of SUNDOWN 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**

SUNDOWN will hold Hockley County Harmless for any damages, lawsuits, attorney's fees, claims as a result of providing the Street Maintenance service. SUNDOWN will reimburse Hockley County for all expense in defending itself. SUNDOWN 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.

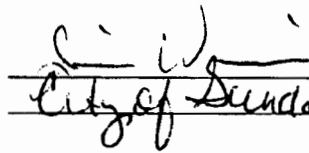
IN WITNESS WHEREOF, the parties enter into this Contract on the 20th day of November, 2014.

County of Hockley, Texas



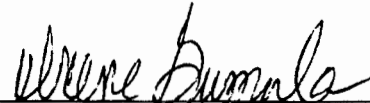
Larry Sprows, County Judge

City of Sundown, Texas

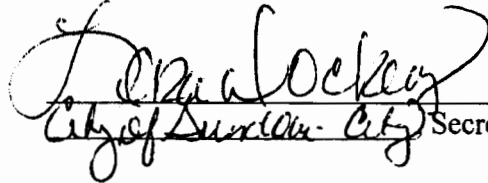


City of Sundown, Mayor

Attest:



Irene Gumula, County Clerk



City of Sundown, City Secretary



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 20TH day of October, 2014, by and between the COUNTY OF HOCKLEY, TEXAS, acting by and through its duly authorized representatives, the Hockley County Commissioners Court, Larry Sprowls, 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.

VOL. 61 PAGE 597

**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.

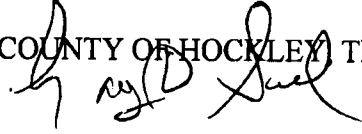
**XI.
SEVERABILITY**

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.

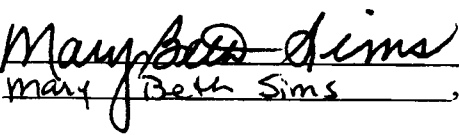
**XII.
APPLICABLE LAW**

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 20TH day of October, 2014.

COUNTY OF HOCKLEY TEXAS


Larry Sprowls, County Judge

City of Smyer, Texas


Mary Beth Sims, Mayor

Attest:


Irene Gumula, County Clerk



John Beard Secretary

STATE OF TEXAS

COUNTY OF HOCKLEY

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

THIS INTERLOCAL CONTRACT is entered into this 20th day of October, 2014, by and between the COUNTY OF HOCKLEY, TEXAS, acting by and through its duly authorized representatives, the Hockley County Commissioners Court, Larry Sprowls, County Judge (hereinafter referred to as Hockley County) and City of Anton, Texas acting by and through its duly authorized representative, the City Council of Anton, Texas and the Mayor, (hereinafter referred to as Anton).

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 Anton, 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 Anton to Hockley County, Texas.

**IV.
RESPONSIBILITIES OF HOCKLEY COUNTY**

Hockley County will provide construction, improvements, maintenance or repair of Anton 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**

Anton will hold Hockley County Harmless for any damages, lawsuits, attorney's fees, claims as a result of providing the Street Maintenance service. Anton will reimburse Hockley County for all expense in defending itself. Anton 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**

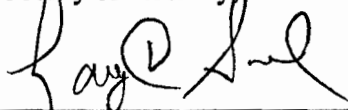
If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, 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.

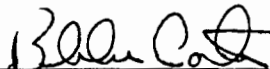
IN WITNESS WHEREOF, the parties enter into this Contract on the 20th day of October, 2014.

County of Hockley, Texas



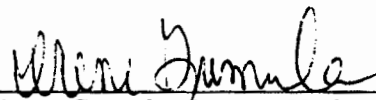
Larry Sprowls, County Judge

City of Anton, Texas

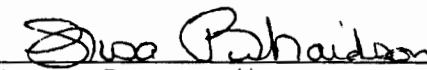


BLAKE CATE, Mayor

Attest:



Irene Gumula, County Clerk



Lisa Richardson, Secretary

**Motion by Commissioner Thrash, seconded by Commissioner Carter,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the termination of
association with USScript, as per Letter record below.**



Hockley County

Levelland, Texas

Larry Sprowls

County Judge

October 20, 2014

802 Houston, Suite 101
LEVELLAND, TEXAS 79336

President & CEO
US Script, Inc.
2425 West Shaw Avenue
Fresno, CA 93711

RE: US Script Contract with Hockley County IHCP Coordinator dated September 23, 2013

To Whom It May Concern:

This is to notify you that we, Hockley County, have elected to terminate the above written contract with you, effective November 30, 2014, in accordance to the terms and provisions of the contract, specifically Section 6.1.

Additionally, pursuant to Section 6.3 of the above mentioned contract, Hockley County respectfully requests the destruction of all PHI in possession of US Script, Inc. In the event that destruction is not feasible, the County, pursuant to 6.3(b), request written notification of the conditions that make destruction infeasible.

Should you need to contact the County, you may do so at the above address or by calling (806) 894-4264.

Respectfully,

Larry Sprowls

LS/sb

VOL. 61 PAGE 604

**Motion by Commissioner Clevenger, seconded by Commissioner Carter,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Contract with IPM-
Integrated Prescription Management, as per Contract recorded below.**

VOL. 61 PAGE 605

**PHARMACY BENEFIT MANAGEMENT
SERVICES AGREEMENT**

This Pharmacy Benefit Management Agreement (the "Agreement"), dated as of 01/01, 2014 (the "Effective Date"), is made by and between Integrated Prescription Management, Inc., corporation organized and existing under the laws of the State of Delaware, ("IPM"), and Hockley County, Texas ("Client").

WHEREAS, Client desires to provide pharmacy benefits for the Covered Persons (as defined herein) of its health care plans (the "Plans"); and

WHEREAS, IPM is engaged in the business of providing pharmacy benefit management services and in connection therewith has established a network of retail and mail order pharmacies to deliver pharmacy services to individuals; and

WHEREAS, Client desires to have IPM exclusively manage the pharmacy benefits offered by Client under the Plans and IPM desires to provide such services.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and intending to be legally bound by this Agreement, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Administrative Fee" will mean a per paid Claim transaction fee charged by IPM for its administrative services.
- 1.2 "Average Wholesale Price" or "AWP" will mean the benchmark price established by MediSpan, or another nationally reporting service of pharmaceutical prices as selected by IPM, in its sole discretion, based on the 11-digit NDC of the prescription drug actually dispensed by a Network Pharmacy. AWP does not represent a true wholesale price, but rather is a fluctuating benchmark provided by third party sources.
- 1.3 "Brand Name Drug" will mean a prescription drug specified as a single-source drug or multi-source brand name drug as determined by IPM.
- 1.4 "Claims" will mean those claims processed through IPM's claims adjudication system or otherwise transmitted or processed in accordance with the terms of this Agreement and the Description of Coverage.
- 1.5 "Co-Payment" will mean the monetary amount (however expressed) that a Covered Person must pay a Network Pharmacy for Covered Pharmacy Services at the time the Covered Pharmacy Services are provided by a Network Pharmacy pursuant to the applicable Plan.
- 1.6 "Covered Persons" will mean all individuals designated by Client in an eligibility file provided to IPM who are eligible to receive Covered Pharmacy Services under Client's Plan until Client otherwise notifies IPM in writing.
- 1.7 "Covered Pharmacy Services" will mean the provision of pharmaceutical products and/or medical items, including without limitation prescription drugs, dispensed to Covered Persons pursuant to prescriptions written by physicians or other authorized prescribers, which are reimbursable under the terms of Client's Plan as set forth in the Description of Coverage.
- 1.8 "Description(s) of Coverage" will mean the written description or "Plan Design" provided by Client to IPM, including the processing parameters and other information concerning Client's Plan that IPM will use to process Claims under this Agreement.
- 1.9 "Generic Drug" will mean a multisource generic drug as determined by IPM using a combination of data fields.
- 1.10 "Law" will mean any federal, state, local, or other constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, specified standards or objective criteria contained in any applicable permit or approval, or other legislative or administrative action of the United States of America, any state, Commonwealth, or any agency, department, authority, political subdivision, or other instrumentality thereof, or a decree or judgment or order of a court.
- 1.11 "Network or Network Pharmacy(ies)" will mean a pharmacy or group of pharmacies that agree to provide Covered Pharmacy Services to Covered Persons under an arrangement with IPM.
- 1.12 "Privacy Rule" will mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E and any amendment thereto.
- 1.13 "Protected Health Information or PHI" has the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by IPM in its capacity as a pharmacy benefits manager, acting as a business associate of the Plan, and not as a health care provider.

2. RESPONSIBILITIES OF IPM

- 2.1 **In General** IPM will provide Client the Covered Pharmacy Services and the services set forth in this Section 2 that are selected by Client, the services described in Exhibit A that are selected by Client, and the services described in any attachment, addendum or amendment hereto (collectively the "Services"). IPM may make changes to the Services from

time to time and may use Claims information and other PHI to improve or recommend additional Services to Client, so long as such changes are consistent with applicable law and do not materially alter the provisions of this Agreement.

2.2 Claims Processing IPM will adjudicate Claims submitted by Network Pharmacies, based on the pharmacy benefit parameters as set forth in the Description of Coverage. IPM will accept direct Claims submitted by Covered Persons on properly completed standard claim forms together with proof of payment ("Direct Claims"). IPM will adjudicate properly submitted Direct Claims, based on the pharmacy benefit parameters as set forth in the Description of Coverage, and produce and mail: (i) checks for the agreed upon reimbursement amounts for Covered Persons for allowable Claims; or (ii) requests for information for Claims that are ineligible for payment.

2.3 Network Pharmacies Network Pharmacies will dispense Covered Pharmacy Services consistent with the terms of this Agreement and applicable Law. Additions or deletions to the Network shall be in IPM's sole discretion and IPM makes no warranty that any specific pharmacy or number of pharmacies will be in the Network at any time. IPM shall direct the Network Pharmacy to charge and collect the applicable Co-Payment and/or any deductible (or portion thereof) from Covered Persons for each Covered Pharmacy Service provided.

2.4 DUR IPM will provide automated concurrent drug utilization review (DUR) services for point-of-sale Claims. Client acknowledges that: (i) the DUR system is a highly automated system, without individual review in most circumstances, (ii) the DUR system is necessarily limited by the amount, accuracy, and completeness of data concerning Covered Persons provided by Client, (iii) the DUR program is intended as a supplement to, and not a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other health care providers in providing patient care, (iv) that IPM will have no obligation to acquire information concerning any Covered Person beyond the information that is included in the eligibility or claims databases, and (v) that pharmacists are individually responsible for acting or not acting upon information generated and transmitted through the DUR services, and for performing services consistent with the scope of their licenses. In performing DUR services, IPM will not, and is not required by this Agreement, to deny Claims, or require prescriber, pharmacist, or patient compliance with any norm or suggested drug regimen, or in any way substitute IPM's judgment for the professional judgment or responsibility of the prescriber or pharmacist. The absence of an alert for a given drug or drug combination shall not be construed to indicate that the drug or drug combination is safe, appropriate, or effective for any Covered Person. Accordingly, IPM assumes no liability to Client, Plan, any Covered Person, or any other person in connection with the DUR services, including, without limitation, the failure of the DUR services to identify a prescription that results in injury to a Covered Person. IPM will have the DUR databases updated on a reasonable basis to reflect changes in available standards for pharmaceutical prescribing; however, no database will contain all available information or accepted medical practices or prescribing practices.

2.5 Client shall defend, indemnify and hold harmless IPM, its employees, directors, owners, officers, contractors, suppliers and agents from and against any and all awards, losses, claims, suits, damages, liability, judgments, fines, penalties, settlement amounts, and expenses, including reasonable attorney's fees (collectively "Damages") arising from or as a result of IPM's decision to authorize or initially deny coverage of any drug in accordance with Client's adopted criteria, except to the extent that any such Damages arise from IPM's gross negligence or willful misconduct. This Section 2.5 shall survive termination of the Agreement.

2.6 Call Center Services IPM, through its own and/or subcontracted call centers, will provide a toll-free telephone line for inquiries from Client, pharmacies, prescribers, Covered Persons, and prospective members regarding the services provided by IPM under this Agreement. Services to be provided via the toll-free number include answering questions regarding Claims, Covered Person eligibility, Plan Design and covered benefits, deductible status and required Co-Payments, Claims submission, Claims payment, instructions for completing a claim form, status of a submitted Direct Claim, and location of Network Pharmacies.

2.7 Reporting IPM will provide Client records and reports, including standard IPM reports as amended from time to time, relating to Covered Persons. Client may request additional reports, which may be provided upon the mutual written agreement of the parties.

3. RESPONSIBILITIES OF CLIENT

3.1 Benefit Design and Eligibility Within a reasonable time prior to the implementation of the Services under this Agreement, Client shall furnish IPM the details of the benefit design and a complete listing of all Covered Persons, which must be complete and accurate and in a format and media approved by IPM. IPM and the Network Pharmacies are entitled to rely on the accuracy and completeness of this information.

3.2 Benefit Design Changes Client will immediately provide IPM written notice of any changes or updates in the benefit design. IPM will notify Client of (i) the proposed implementation date of such change or that such change cannot be

implemented as requested, and (ii) any applicable additional fees due as a result of such change. Client will accept the change and applicable additional fees, if any, in writing prior to its implementation. Client will notify its Covered Persons of the change prior to its effective date at Client's expense. IPM will not be responsible for or otherwise be liable to Client, Plan, or Covered Persons for costs or other damages for failing to make benefit design changes not communicated to IPM in accordance with this paragraph.

3.3 Design Liability Client is solely responsible for any liability arising in connection with Client's benefit design. IPM makes no representation or warranty that the benefit design selected by Client complies with the Law that applies to Client, and IPM has no responsibility to advise Client about its compliance with any applicable Law.

3.4 Eligibility Updates Unless otherwise stated in the applicable plan specifications, during the term of this Agreement, and any extension thereof, at least ten (10) days before the beginning of each month, Client will provide IPM with a complete updated listing of all Covered Persons who are eligible for that month. Such listing will be provided in a format agreeable to IPM. The eligibility information will be updated as reasonably required by the Client. Client bears all risk of mistakes in eligibility determinations caused by inaccuracies in the information provided by Client to IPM, including payment of Claims adjudicated and verified as eligible which are later found to be not eligible.

3.5 Identification Cards IPM will issue identification cards to Covered Persons that will include information necessary to provide the Network Pharmacy with a Covered Person's eligibility information to receive Covered Pharmacy Services.

3.6 Reports and Invoices Client will review all reports and statements provided by IPM and will notify IPM in writing of any errors or objections within forty-five (45) days of receipt. Until Client notifies IPM of any errors or objections, IPM will be entitled to rely on the information contained in the report or statement. If Client does not so notify IPM within the forty-five (45) day period, the information contained therein will be deemed accurate, complete, and acceptable to Client.

3.7 Authorizations and Disclosures Client has obtained, or will obtain, all Covered Person authorizations required by Law for IPM to perform the Services or any additional services provided under any addendum or amendment hereto. Client will disclose to Covered Persons any and all matters relating to the benefit design that are required by Law to be disclosed, including information relating to the calculation of Co-Payments, deductibles, or any other amounts that are payable by a Covered Person in connection with the benefit design, and rebates or other discounts.

3.8 Client's Authority Over Benefit Plan Client acknowledges that it has the sole authority to control and administer its Plans. Client further acknowledges that IPM is engaged to perform the Services as an independent contractor and not as an employee or agent of Client. Nothing in this Agreement shall be construed or deemed to confer upon IPM any responsibility for or control over the terms or validity of the benefit plan. IPM shall have no final discretionary authority over or responsibility for the administration of the Plans. Further, IPM shall have no responsibility or liability for (i) any funding of Plan benefits; (ii) any insurance coverage relating to Client, the Plans, or the Covered Persons; or (iii) the nature or quality of professional health services rendered to Covered Persons.

4. TERMINATION

The term of this Agreement will commence on the Effective Date and will continue for three (3) years, after which it will automatically renew for additional one-year periods unless otherwise terminated in accordance with the provisions of this Agreement. Either party may terminate this Agreement upon ninety (90) days prior written notice to the other party, which shall become effective only at the end of the then expiring term or extension thereof. If there is a material breach of any provision of this Agreement, and that breach remains uncured for thirty (30) days after the breaching party receives written notice of the breach, the non-breaching party may terminate this Agreement effective on the expiration of such thirty (30) day period. If such material breach cannot be cured in a thirty (30) day period, the non-breaching party may not terminate this Agreement if the breaching party has initiated a cure within such thirty (30) day period and uses its best efforts to complete the cure within a commercially reasonable period of time.

5. COMPENSATION, BILLING, AND PAYMENT

5.1 As compensation for the Services provided by IPM under this Agreement, Client will pay the fees specified in Exhibit A (the "Fees"). This Section 5.1 will survive the termination of the Agreement.

5.2 IPM will be responsible for payment to the Network Pharmacies for Covered Pharmacy Services solely to the extent it has received funds provided by Client for payment of such services. IPM shall not be required to render payments to Network Pharmacies or Covered Persons unless and until IPM has received payment for the Claims from Client. Client recognizes that it is essential to make timely payments to IPM, and that payment that is not timely may adversely affect the availability of Pharmacy Services. Notwithstanding the foregoing, in the event that IPM elects to pay Network Pharmacies and Covered Persons for Claims prior to its receipt of Claims payment from Client, such election shall not constitute a waiver of IPM's

right to suspend performance or of Client's obligation to render payment to IPM either as to that payment or as to any other payment, nor shall such election serve to establish a course of dealing or a course of performance between IPM and Client. The amount that Client pays to IPM under this Section is not an asset of Client's prescription benefit, or any other health plan. This Section 5.2 will survive the termination of the Agreement.

- 5.3 After the initial term of the Agreement, IPM may change the Fees or other pricing under this Agreement. IPM will give Client sixty (60) days written notice of any such change, which will take effect on the first day of the month following the sixty-day notice period.
- 5.4 IPM will invoice Client for Fees and Covered Pharmacy Services semi-monthly. All invoices are due and payable by Client within ten (10) business days of receipt. Client agrees that where payment for Covered Pharmacy Services remains past due for more than ten (10) days, IPM may require, and Client will pay as required, an advance security deposit of funds. Such security deposit will be used solely to reimburse Network Pharmacies for Covered Pharmacy Services.
- 5.5 If Client objects to any cost in an invoice, Client is still obligated to remit payment of the full payment amount to IPM within the agreed upon payment terms. Within twenty (20) business days of Client's receipt of the invoice, Client shall identify and fully explain the basis for any objections in writing to IPM. Client and IPM will then work together to determine the validity of the amounts to which Client has objected. Any overpayments or underpayments will be reconciled through a charge or credit in a subsequent invoice.
- 5.6 If Client fails to pay IPM in accordance with this Agreement, IPM may, in addition to its other remedies under this Agreement, at law or in equity, do any or all of the following: (i) suspend performance of any or all of IPM's obligations under or in connection with this Agreement, including IPM's obligation to process Claims; (ii) apply all or any portion of any security posted by Client with IPM to Client's delinquent account; and/or (iii) off-set against any amounts payable to Client any amount due from Client.
- 5.7 IPM agrees that, except for Co-payments and deductibles, in no event will IPM or the Network Pharmacies, charge, collect, seek compensation, remuneration, or reimbursement from, or have any recourse against Covered Persons or persons acting on the Covered Person's behalf for Covered Pharmacy Services provided pursuant to this Agreement. IPM further agrees that (i) the provisions of this Section 5.7 shall survive the termination of this Agreement regardless of the cause of termination and will be construed in favor of Covered Persons, and (ii) this Section 5.7 shall supersede any oral or written contrary agreement now existing or hereafter entered between IPM and a Covered Person or person acting on the behalf of a Covered Person. The terms hereunder shall not apply to any deductibles, Co-Payments, or non-covered pharmacy services that are Covered Person's responsibilities as described in a Description of Coverage. This Section 5.7 will survive the termination of the Agreement.
- 5.8 Client understands that IPM's agreements with Network Pharmacies may allow Network Pharmacies to review payments made by IPM related to the Covered Pharmacy Services. Furthermore, if in accordance with IPM's agreement with a Network Pharmacy there was an underpayment for Covered Pharmacy Services to a Covered Person, such Network Pharmacy may seek reimbursement for such underpayment(s). Client agrees that, if a Network Pharmacy requests further payment for any Covered Pharmacy Service or other service provided to Client or a Covered Person, Client will immediately remit to IPM an amount equal to such requested payment. This Section 5.8 will survive the termination of the Agreement.

6. CONFIDENTIALITY

- 6.1 Each party acknowledges that during the performance of its obligations hereunder, it has received or may receive confidential information from the other party. As used herein, "Confidential Information" includes, but is not limited to, proprietary business and technical information, patient and third party payor lists, statistical data, computer programs, pricing information, the Agreement and all exhibits, addenda and alterations hereto, Network Pharmacy coverage information, trade secrets and innovations, and other information of similar nature obtained by either party. Confidential Information will not include information that is: (i) generally known to the public at the time of disclosure; (ii) rightfully received by either party from a third party not under obligation of confidentiality with respect to such information; or (iii) becomes publicly available through no act or omission of either party or its agents or employees.
- 6.2 Each party covenants and agrees that, without the prior written consent of the other party (which consent may be withheld for any reason or may be given subject to conditions and restrictions), neither it nor its directors, officers, employees or agents will reveal or use any Confidential Information in a manner or for a purpose that would be knowingly detrimental to the other party or its businesses or for purposes other than set forth herein.

- 6.3 Confidential Information may be disclosed pursuant to a bona fide subpoena if the party receiving the bona fide subpoena has given the other party timely written notice of receipt of the subpoena so that the other party can object or otherwise intervene as it deems proper.
- 6.4 All Confidential Information will remain the property of the disclosing party, and the receiving party will return or destroy all written or tangible materials, and all copies thereof, upon request of the disclosing party.
- 6.5 Client acknowledges that all of IPM's databases, as well as the software, hard-coding, and logic used to generate the compilations of information contained in IPM's adjudication system and in all other databases developed by IPM, its contractors, consultants, or its designees in connection with performing services, and the format of all reports, printouts, and copies thereof, and any prior and future versions thereof by any name, are the property of IPM and are protected by copyright which shall be owned by IPM.
- 6.6 Each party acknowledges that damages alone will be an inadequate remedy for a breach or threatened breach of the provisions of Section 6 of this Agreement and that the party seeking enforcement thereof, in addition to all other remedies, will be entitled as matter of right to equitable relief, including injunctive relief or specific performance in any court of competent jurisdiction. No posting of a bond will be required. The parties agree that notwithstanding anything in this Agreement to the contrary, nothing herein will require any party hereto to breach or violate any applicable confidentiality law, statute or regulation.

7. **COVERED INDIVIDUAL INFORMATION**

- 7.1 IPM may use, reproduce, or adapt Covered Person information in any manner it deems appropriate, including product research and development, except that each party and its agents, employees and contractors shall maintain the confidentiality of this information to the extent required by applicable Law, and may not use the information in any way prohibited by Law.
- 7.2 **Use and Disclosure of Protected Health Information** IPM may use or disclose PHI to Client, Network Pharmacies, Covered Persons' providers and Covered Persons in a manner consistent with the performance or improvement of its Services under this Agreement, or as permitted without authorization pursuant to the Privacy Rule. Additionally, IPM may use and disclose PHI to a third party if otherwise authorized by Client or a given Covered Person, or as permitted without authorization pursuant to the Privacy Rule. Except as provided in this Agreement, such uses and disclosures shall be limited to those that would not violate the Privacy Rule if done by Client. In addition, IPM may use and disclose PHI:
- i. for the proper management and administration of IPM or to carry out its legal responsibilities; provided that, in the case of any disclosures for this purpose, IPM obtains reasonable assurances from the person to whom the information is disclosed, that it will remain confidential and used or further disclosed only as required by Law or for the purpose for which it was disclosed to the person, and that the person will notify IPM of any instances of which it is aware in which the confidentiality of the information has been breached;
 - ii. to provide Data Aggregation services to Client as permitted by 45 CFR 164.504(E)(2)(i)(B);
 - iii. to de-identify the information in accordance with 45 CFR 164.514(b), which de-identified information may be used and disclosed by IPM as it deems appropriate;
 - iv. pursuant to an individual authorization in accordance with 45 CFR 164.508;
 - v. to report violations of Law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1);
 - vi. to conduct DUR for another Covered Entity if each Covered Entity has or had a relationship with the Covered Person whose PHI is involved and the PHI relates to the relationship; and
 - vii. as otherwise authorized in writing by Client.

8. **USE OF NAME**

Each party will have the right to use the name of the other party to inform existing or potential clients that IPM supplies Covered Pharmacy Services to Client. IPM will have the right to use Client's current logo and information on a client list and on its web site. Neither IPM nor Client will otherwise use the other party's name, symbols, trademark, or service marks without the prior written consent of the other party and both parties will cease any such use upon termination of this Agreement. Notwithstanding the above, IPM agrees Client may use the name, address, phone numbers and descriptions of the Network Pharmacies in Client's directories.

9. **INSURANCE AND INDEMNIFICATION**

- 9.1 **Required Insurance** IPM agrees to maintain general liability coverage with a limit of at least one million dollars (\$1,000,000.00) per occurrence. Client agrees to maintain insurance providing coverage for the errors and omissions of Client and its officers and directors for the good faith performance of their duties.

- 9.2 Certificate of Insurance** IPM will provide Client with a valid Certificate of Insurance, upon request, confirming the coverage set forth in Section 9.1. Client agrees to provide IPM with thirty (30) days written notice if there is a material change in its directors and officers coverage. IPM agrees to provide Client with thirty (30) days written notice if there is any material change in its general liability coverage.
- 9.3 Indemnification and Limitations on Liability** This Agreement is not a contract for the sale of goods. IPM will perform the Services under this Agreement in a good and workmanlike manner in accordance with the customs, practices, and standards of the prescription benefit management industry. EXCEPT AS WARRANTED IN THIS SECTION, IPM DISCLAIMS ALL EXPRESS AND ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE DATA GENERATED THROUGH IPM'S SYSTEM. IPM RELIES ON MEDISPAN OR COMPARABLE DATABASES IN PROVIDING CLIENT AND COVERED PERSONS WITH DRUG UTILIZATION REVIEW SERVICES. IPM HAS UTILIZED DUE DILIGENCE IN COLLECTING AND REPORTING THE INFORMATION CONTAINED IN THE DATABASES AND HAS OBTAINED SUCH INFORMATION FROM SOURCES BELIEVED TO BE RELIABLE. IPM, HOWEVER, DOES NOT WARRANT THE ACCURACY OF REPORTS, ALERTS, CODES, PRICES, OR OTHER DATA CONTAINED IN THE DATABASES. IPM DOES NOT WARRANT THAT ITS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.
- 9.4** IPM does not direct or exercise any control over the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services. Network Pharmacies are independent contractors, and IPM shall have no liability to Client, Plans, any Covered Person, or any other person or entity for any act or omission of any Network Pharmacy or its agents or employees.
- 9.5** Each Party shall be indemnified and held harmless by the other for the amount of any and all liabilities, losses, damages, claims, costs and expenses, interest, awards, judgments, and penalties (including, without limitation, attorneys' fees and expenses) (each, a "Loss"), arising out of or resulting from the breach of a Party's obligations under this Agreement or the gross negligence or willful misconduct of a Party, except to the extent any such Losses were caused by the negligence or intentional conduct of IPM or the breach of IPM's obligations under this Agreement. This Section 9.5 will survive the termination of the Agreement.
- 9.6** Neither IPM nor Client will be liable to each other for indirect, incidental, consequential, punitive, special, or exemplary damages, arising out of or related to performance of this Agreement or a breach of this Agreement, even if advised of the possibility of such damages. IPM's maximum liability to Client, regardless of the form of action and whether for damages, indemnification or otherwise, shall not exceed the Administrative Fee paid by Client over the previous six (6) months. IPM will not be liable for any claim which is asserted by Client more than ninety (90) days after Client is or reasonably should have been aware of such claim, and will in no event be liable for any claim that is asserted by Client more than twelve (12) months after the event resulting in damages or Loss.
- 9.7** An indemnified party (the "Indemnified Party") shall give an indemnifying party (the "Indemnifying Party") notice of any matter which an Indemnified Party has determined has given or could give rise to a right of indemnification under Section 9.5 within thirty (30) days of such determination, stating the amount of any Loss, if known, and method of computation. If an Indemnified Party receives notice of any claims by a third party which are subject to the indemnification provided for Section 9.5 ("Third Party Claims"), the Indemnified Party shall give the Indemnifying Party notice of such Third Party Claim within ten (10) days of the receipt of notice by the Indemnified Party. Failure to provide notice of a claim or a Third Party Claim as provided for in this subsection shall not release the Indemnifying Party from any of its obligations under Section 9.5 unless such failure causes actual prejudice to the Indemnifying Party, in which case the Indemnifying Party shall be released only to the extent of such prejudice.
- 9.8** The obligations and liabilities of an Indemnifying Party under Section 9.5 with respect to Losses arising from Third Party Claims shall be governed by and contingent upon the following additional terms and conditions: The Indemnifying Party shall acknowledge, in writing, its obligation to indemnify the Indemnified Party hereunder against any Losses that may result from such Third Party Claim, at its expense and through counsel of its choice, and give notice of its intention to do so to the Indemnified Party within thirty (30) days of the receipt of such notice from the Indemnified Party; provided however, that if there exists or is reasonably likely to exist a conflict of interest that would make it inappropriate in the judgment of the Indemnified Party for the same counsel to represent both the Indemnified Party and the Indemnifying Party, then the Indemnified Party shall be entitled to retain its own counsel, in each jurisdiction for which the Indemnified Party determines counsel is required, at the expense of the Indemnifying Party. Each party shall cooperate, and shall use its best efforts to cause its affiliates, officers, directors, employees, and agents to cooperate, with the other in any such defense and make available, at the other party's expense, all witnesses, pertinent records, materials and information in its possession or under its control, and shall use its best efforts to cause its affiliates, officers, directors, employees and agents to make available to the other party, at the other party's expense, all witnesses, pertinent records, materials and information in the possession or under the control of any of them, relating thereto as is reasonably required by the other party. No such Third

Party Claim may be settled by the Indemnifying Party without the prior written consent of the Indemnified Party, which consent may not be unreasonably withheld.

10. **EXCLUSIVE AGREEMENT**

IPM shall be Client's exclusive provider of pharmacy benefit management services and the Services, and Client may not contract with any other organization for any services relating to the subject matter of this Agreement during the term or extension thereof. This provision shall not prohibit IPM from entering into agreements with other potential clients, including competitors of Client, and other providers of pharmacy services, either directly or indirectly.

11. **GOVERNING LAW**

This Agreement will be governed and construed according to the internal laws of the State of Texas excluding its choice of law provisions and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise shall likewise be governed by the laws of the State of Texas excluding its choice of law principles.

12. **NOTICES**

All notices, requests, demands and other communications provided for hereunder will be in writing and will be deemed duly given if (i) delivered in person; (ii) sent by Federal Express or other nationally recognized overnight delivery service, charges paid by the sender, or (iii) deposited in the United States mail, first class, registered or certified, any of which including return receipt requested, with proper postage prepaid as follows:

If to Client, to: Rebecca Currington
Hockley County Courthouse
802 Houston, Ste 109
Levelland, Texas 79336
806-894-4264

If to IPM, to: W. Troy Collins (President)
7815 N. Palm Ave.
Suite 400
Fresno, CA 93711

Any party may change its address for such communications by giving notice to the other in conformity with this section.

13. **FURTHER ASSURANCES**

Each party agrees to cooperate fully with the other party and to execute such further instruments, documents, and agreements and to give such further written assurances, as may be requested by any other party, to better evidence and reflect the transactions described herein and contemplated hereby, and to effect the intents and purposes of this Agreement.

14. **ATTORNEYS' FEES AND COSTS**

If either party seeks to enforce its rights or remedies hereunder by litigation, arbitration, or otherwise, the prevailing party will be entitled to reasonable attorneys' fees, expenses and costs incurred in connection with the litigation.

15. **SEVERABILITY**

In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

16. **RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement will be construed to create an employer-employee, joint venture, partner, agent, or any other relationship between IPM and Client except that of independent contractors.

17. **EXECUTION IN COUNTERPARTS**

This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original agreement, but all of which together will constitute the same instrument.

18. AMENDMENTS AND MODIFICATIONS

Except as otherwise set forth herein, this Agreement may be amended, modified, or supplemented only by mutual consent set forth in writing duly signed by the parties hereto.

19. COMPLIANCE WITH LAW; CHANGE IN LAW

19.1 Each party is responsible for ensuring its compliance with any Laws applicable to its business, including any necessary licenses and permits. If Client is subject to the provisions of the Employee Retirement Income Security Act ("ERISA"), Client will ensure that all of its activities comply with ERISA. No party shall make payments or perform services under this Agreement that would be prohibited by Law. This Agreement shall not be construed to induce or encourage the referral of patients, and no payment made pursuant to this Agreement or any other agreement between Client and IPM shall be construed to induce the purchase, lease, order or arrangement for the furnishing of healthcare products or services.

19.2 The parties will attempt to equitably adjust the terms of this Agreement, which may include a pricing adjustment, to take into account any Change in Law or any change in drug industry practice that materially alters the rights or obligations of either party under this Agreement (for example, if a Change in Law causes IPM's performance of its duties under this Agreement to become materially more burdensome or expensive). If the parties are unable to agree upon an equitable adjustment within sixty (60) days after either party notifies the other of such a Change in Law or material change in drug industry practice, then this Agreement will automatically terminate. For purposes of this provision, a "Change in Law" means any (i) change in or adoption of any law, (ii) change in the judicial or administrative interpretation of any Law, or (iii) change in the enforcement of any Law, occurring after the Effective Date.

20. ASSIGNMENT

No party may assign its rights or obligations under this Agreement to a third party without the prior written consent of the other party which shall not be unreasonably withheld. Assignment of the Agreement to a wholly-owned or controlled subsidiary of IPM or a successor entity under common control in management with IPM does not constitute assignment to a third party.

21. THIRD PARTY BENEFICIARY

This Agreement is not intended to create, nor will it be deemed to create, any third party beneficiary rights including, without limitation, in Covered Persons, whose rights are determined solely by the terms of the Description of Coverage.

22. ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties with respect to the matters covered hereby and will supersede all previous written, oral or implied understandings among them with respect to such matters.

23. FORCE MAJEURE

If either party is prevented from carrying out its obligations under this Agreement, except for payment obligations, by acts of war, civil unrest, riots, fire, labor actions, earthquakes or other acts of nature, by any cause that is beyond the reasonable control of either party, by an adverse judgment of a court of appropriate jurisdiction or an adverse arbitration decision, or by any act of a Federal, state or local political or regulatory body or agency thereof (each a "Force Majeure Event"), then such party will be relieved of its obligations under this Agreement. If either party is unable to perform for sixty (60) days from the date of the Force Majeure Event, then that party may terminate this Agreement, except as mutually agreed upon by the parties.

24. TAXES

In the event that Client, the Plans, or any obligations under this Agreement, including without limitation the payment of rebate amounts, are subject to any form of governmental or regulatory charges, including any premium taxes, insolvency fees, guarantee fund fees, sales taxes, or any similar charges (excluding taxes based on the net income of IPM), such charges will be the sole responsibility of Client. All such charges will be included in the monthly invoice to Client. Client will defend, indemnify and hold harmless IPM from the payment of such charges.

25. WAIVERS

The waiver by either party of one or more defaults on the part of the other party in the performance of any obligations under this Agreement will not be construed to operate as a waiver of any subsequent defaults.

INTENDING TO BE LEGALLY BOUND, the parties have duly executed this agreement as of the Effective Date.

IPM, Inc.

Client

PBM Services Agreement
CONFIDENTIAL

8

VOL. 61 PAGE 613

Client: Hockley County, Texas
Effective Date:

By: [Signature] 10-24-14
Date
W. Troy Collins, President & CEO
Office or Title

By: [Signature] 10-20-14
Date
County Judge
Office or Title

**EXHIBIT A
FEES**

Pricing

Retail Pharmacy Fees

Brand: AWP less 15% plus \$ 2.95 dispensing fee
 Generic: AWP less 50% MAC plus \$ 2.95 dispensing fee. U&C
 An administration fee of \$.00 per paid Claim will be charged

Mail Order Pharmacy Fees - N/A

Brand: AWP less % plus \$ dispensing fee
 Generic: AWP less % plus \$ dispensing fee
 An administration fee of \$ per paid Claim will be charged

Additional Fees

Plastic ID Cards	\$.00 per card
Universal Claim Forms (Manual Claims)	\$.00 per claim
Coordination of Benefits	\$.00 per claim
Eligibility Updates	\$.00 per eligibility load
Prior Authorizations	\$.00 per prior authorization
Standard Reporting	\$.00 per report
Direct Member Reimbursement	\$.00 per claim
Other:	

IPM
 Signature W. J. [Signature] Date 10-24-14

Client
 Signature [Signature] Date 10-20-14

**Motion by Commissioner Thrash, seconded by Commissioner Carter,
4 Votes Yes, 0 Votes No, that Commissioners' Court advertise for bids for a 2015 or
newer pickup for use by the Hockley County Texas Ag Extension Office, as per
"Notice to Bidders" recorded below.**

THE STATE OF TEXAS:
COUNTY OF HOCKLEY:

IN THE COMMISSIONERS' COURT
OF HOCKLEY COUNTY, TEXAS

NOTICE TO BIDDERS

Notice is hereby given that the Hockley County Commissioner's Court will accept sealed bids in the office of the County Judge, until 10:00 A.M., Monday, November 10, 2014 for the purchase of the following described equipment.

One (1) New 2015 or newer Model ¾ ton, 4 door, Diesel pickup truck(9200 GVW or greater) short wheel base, automatic transmission with trailer towing package, power trailer tow extendable mirrors , right and left, wide box, power brakes, power steering, power windows and locks, AM & FM radio with CD player, heavy duty rear bumper and receiver type hitch, gauges – oil, temperature, and amps, color (optional),carpet with rubber floor mats, tilt and cruise, tinted glass,40/20/40 fabric covered foam seat with fold down center arm rest, air conditioner, full size spare, custom body style, spray in bed liner, fold down gooseneck ball, Ranch hand style grill guard, for use by Hockley County Extension Service, to be delivered within 60 days.

County bid forms must be used, and may be picked up in the office of the County Judge, Monday through Friday, 9:00 A.M. to 5:00 P.M.

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

Given under my hand and seal of said Court, this the 20th day of October, A.D. 2014



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



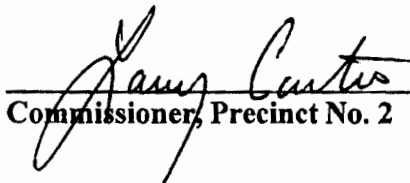
Bruce White gave Commissioners' Court an update from hospital personnel concerning emergency preparedness.

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 20th
day of October, A. D. 2014, was examined by me and approved.



Commissioner, Precinct No. 1




Commissioner, Precinct No. 2



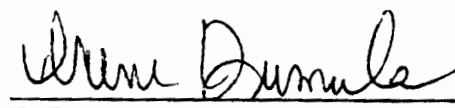
Commissioner, Precinct No. 3



Commissioner, Precinct No. 4



County Judge



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

