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 26th day of May, 2026 at 9:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to wit:

1. Read the minutes for the Regular Meeting held at 9:00 a.m. on Monday, May 18, 2026 for approval.

2. Read for approval all monthly bills and claims submitted to the Court dated through May 26, 2026.

3. Consider and take necessary action to approve the Grant Agreement Rural Ambulance Service Grant Program, Award #IA-0000002912.

4. Consider and take necessary action to approve the 2505LVLND Airport Grant Agreement between Hockley County and the City of Levelland.

5. Consider and take necessary action concerning the request of Chief Juvenile Probation Officer Scott Winn, for out-of-state travel authorization to attend the West Texas Chief's Conference in Ruidoso, New Mexico that takes place June 9 thru June 12, 2026.

6. Consider and take necessary action to approve budgetary line-item transfer as per the request of Hockley County Librarian, Shawna Lopez-Carpenter.

7. Consider and take necessary action to award a proposal for cleaning services at the Hockley County Elections Office located at 710 Ave. H, Levelland, Texas.

8. Consider and take necessary action to approve the 2026 Interlocal Agreement for street maintenance and fire services between Hockley County and the City of Smyer, the City of Sundown and the City of Anton.

9. Consider and take necessary action to approve the 2026 Interlocal Agreement between Hockley County and the City of Ropesville for road maintenance.

10. Consider and take necessary action to Nunc Pro Tunc the agenda dated May 18, 2026 to correct item 6 to show the effective date that Amber Lambright begins as the new 4-H Extension Agent to July 6, 2026.

Filed for Record
at____o'clock___M.

MAY 19 2026

Jennifer Palermo
County Clerk, Hockley County, Texas

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS.

BY: Sharla Baldridge
Sharla Baldridge, Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 19h day of May, 2026, and said Notice remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 19th day of May, 2026.

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

COMMISSIONER'S COURT
HOCKLEY COUNTY, TEXAS

THE STATE OF TEXAS | IN THE COMMISSIONER'S COURT

COUNTY OF HOCKLEY | OF HOCKEY COUNTY, TEXAS

SPECIAL MEETING

May 26, 2026

Be it remembered that on the 26th day of May A.D. 2026, there came to be held a Special Meeting of the Commissioners' Court, and the court having convened in Special session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Sharla Baldridge	County Judge
Alan Wisdom	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
Seth Graf	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger ABSENT	Commissioner Precinct No. 4

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

Motion by Commissioner Garf, second by Commissioner Wisdom, 3 votes yes, 0 votes no, that the minutes of a Regular Meeting held at 9:00 a.m. on Tuesday, May 18, 2026, A.D., be approved and stand as read.

Motion by Commissioner Wisdom, second by Commissioner Carter, 3 Votes Yes, 0 Votes No, that all monthly claims and bills submitted to the court and dated through May 26, 2026, A.D. be approved and stand as read.

HOCKLEY COUNTY Unpaid Invoice Report
1000 GENERAL FUND

05/22/2026 13:38:44

Vendor Name	Claim Number	Invoice Number	Invoice	Description	Amount
1000 GENERAL FUND					
ATMOS ENERGY		3058714905	05/15/2026	824 AUSTIN ST	$44.65
CTSI		258699	05/15/2026	AFTERHOUR/VASQUEZ CANT VIEW VIDEO EVIDENCE/SO	$165.00
CTSI		258700	05/15/2026	AFTERHOURS/RAMOS ISSUE WITH PIC SHOWING/JAIL	$82.50
CTSI		258701	05/15/2026	ATERHOURS/S.GRONEWALD EMAIL	$123.75
CTSI TOTAL					**$371.25**
FINANCIAL INTELLIGENCE LLC		15967	05/01/2026	JUNE'26 SERVICES	$2,800.00
GREASE TRAPPER SERVICE		73187	05/19/2026	5-19-26 PUMP GREASE TRAP SERVICES/JAIL	$263.00
INSURANCE OF MID CITIES AGENCY		013109	05/18/2026	T.DOSHIER/BOND/CO CLK	$262.50
LUBBOCK LOCK AND KEY INC		000086	05/18/2026	SERVICE AT 1212 HOUSTON	$273.50
XCEL ENERGY		54-1607925-5	05/12/2026	COURTHOUSE/710 AVE H AND 702 AVE H	$29.58 *
XCEL ENERGY		54-1607925-5	05/12/2026	COURTHOUSE/710 AVE H AND 702 AVE H	$60.78 *
XCEL ENERGY		54-1607925-5	05/12/2026	COURTHOUSE/710 AVE H AND 702 AVE H	$2,063.20 *
XCEL ENERGY TOTAL					**$2,153.56**
1000 GENERAL FUND FUND TOTAL					**$6,168.46**

Examined and Approved
26 MAY 2026
by the Commissioners Court

Alan Wisdom

* Indicates an invoice has multiple department entries

HOCKLEY COUNTY Unpaid Invoice Report 05/22/2026 13:38:44
1100 OFFICERS' SALARY FUND

Vendor Name	Claim Number	Invoice Number	Invoice	Description	Amount
1100 OFFICERS' SALARY FUND					
ATMOS ENERGY		4003904927	05/15/2026	613 AVE G	$40.84
CHARM TEX INC		0445408-IN	05/14/2026	BLEACH/JAIL	$134.70
CHARM TEX INC		0445266-IN	05/15/2026	INMATE PANTS AND SHIRTS	$379.70
CHARM TEX INC TOTAL					**$514.40**
FIVE STAR CORRECTIONAL SERVICES INC		50266	05/13/2026	05/07-13/26 MEALS/JAIL	$1,932.74
LOPEZ CHRISTINA		15921	05/21/2026	REIMB-FUEL/ PROBATE CONF	$110.41
SIGN DESIGN		ORD-3359	05/21/2026	CIT TAHOE WRAP/SO	$275.00
STUEARTS PIT STOP AND CAR WASH		62135	05/18/2026	24 SILVERADO/OIL CHANGE/SO	$102.31
STUEARTS PIT STOP AND CAR WASH		62151	05/19/2026	26'TAHOE-OIL.CHANGE	$102.31
STUEARTS PIT STOP AND CAR WASH TOTAL					**$204.62**
TYLER TECHNOLOGIES INC		130-151105	05/20/2026	24-25'CAD APP.MAINT/SO	$286.83
WANDAS DESIGNS AND EMBROIDERY		26213	05/18/2026	V.MARTINEZ-HCSO LOGO ON CAP/SO	$77.35
WANDAS DESIGNS AND EMBROIDERY		26219	05/19/2026	C.ROSE-UNIFORM-JAIL	$496.97
WANDAS DESIGNS AND EMBROIDERY TOTAL					**$574.32**
1100 OFFICERS' SALARY FUND FUND TOTAL					**$3,939.16**

Examined and Approved
2 6 MAY 2026
by the Commissioners Court

Alan Wisdom

* Indicates an invoice has multiple department entries

HOCKLEY COUNTY Unpaid Invoice Report 05/22/2026 13:38:44
2912 JURY FUND

Vendor Name	Claim Number	Invoice Number	Invoice	Description	Amount
2912 JURY FUND					
JAMES ARRON ATTORNEY AT LAW PLLC		251027783	04/07/2026	CPS-AARON-MR.SP.RP-04/07/26 COURT HEARING	$300.00
JAMES ARRON ATTORNEY AT LAW PLLC		251027783	05/01/2026	CPS-AARON-MR.SP.RP-05/01/2026 PROFESSIONAL MEETI	$300.00
JAMES ARRON ATTORNEY AT LAW PLLC		251127805	03/03/2026	CPS-AARON-J.STEWART&C.GARCIA-3/3/26 COURT HEARIN	$300.00
JAMES ARRON ATTORNEY AT LAW PLLC		251127805	04/07/2026	CPS-AARON-J.STEWART&C.GARCIA-4/7/26 COURT HEARIN	$300.00
JAMES ARRON ATTORNEY AT LAW PLLC		251127805	05/05/2026	CPS-AARON-J.STEWART&C.GARCIA-5/5/26 COURT HEARIN	$300.00
JAMES ARRON ATTORNEY AT LAW PLLC		25-03-27627	05/05/2026	CPS-AARON-MR-5/5/26 COURT HEARING	$300.00
JAMES ARRON ATTORNEY AT LAW PLLC		260327891	04/07/2026	CPS-AARON-T.MORIN&J.LUITJENS-4/7/26 COURT HEARIN	$300.00
JAMES ARRON ATTORNEY AT LAW PLLC		260327891	05/05/2026	CPS-AARON-T.MORIN&J.LUITJENS-5/5/26 COURT HEARIN	$300.00
JAMES ARRON ATTORNEY AT LAW PLLC TOTAL					**$2,400.00**
MENDEZ JESSE ATTORNEY AT LAW		22-09-10303	04/06/2026	FEL-MENDEZ-DIAZ-MELENDEZ-ASSLT P.S. 2D F	$500.00
MENDEZ JESSE ATTORNEY AT LAW		23-10-10594	04/28/2026	FEL-MENDEZ-DOMINGUEZ-MAN/DEL CS 4-200 G 1ST F	$750.00
MENDEZ JESSE ATTORNEY AT LAW		23-10-10595	04/28/2026	FEL-MENDEZ-DOMINGUEZ-MAN/DEL CS 4-200 G 1 ST F	$750.00
MENDEZ JESSE ATTORNEY AT LAW		23-11-10613	04/28/2026	FEL-MENDEZ-EVANS-BURG/HAB 2D F	$600.00
MENDEZ JESSE ATTORNEY AT LAW		23-11-10614	04/28/2026	FEL-MENDEZ-EVANS-PCS<1G SJF	$500.00
MENDEZ JESSE ATTORNEY AT LAW		UNINDICTED	03/29/2026	FEL-MENDEZ-FIGUEROA-MEDINA-THEFT/FIREARM F3	$600.00
MENDEZ JESSE ATTORNEY AT LAW		23-07-10524	02/18/2026	FEL-MENDEZ-GALLARDO-EVD/VEH F3	$600.00
MENDEZ JESSE ATTORNEY AT LAW		24-10-10759	04/06/2026	FEL-MENDEZ-GUTHERIE-EVDD/VEH F3	$600.00
MENDEZ JESSE ATTORNEY AT LAW		23-07-10526	05/12/2026	FEL-MENDEZ-HAYWOOD-DWI 3D 3D F	$600.00
MENDEZ JESSE ATTORNEY AT LAW		21-10-10145	02/18/2026	FEL-MENDEZ-VARGAS-MAN/DEL CS 4-200G 1ST F	$750.00
MENDEZ JESSE ATTORNEY AT LAW		22-05-10229	02/20/2026	FEL-MENDEZ-VARGAS-PCS <1G SJF	$500.00
MENDEZ JESSE ATTORNEY AT LAW TOTAL					**$6,750.00**
OLIBAS LAW FIRM LLC		250927747	02/03/2026	CPS-OLIBAS-YANEZ-M.RV-2/3/26 PER REVIEW	$300.00
2912 JURY FUND FUND TOTAL					**$9,450.00**

Examined and Approved
26 MAY 2026
by the Commissioners Court

Alan Wisdom

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HOCKLEY COUNTY Unpaid Invoice Report
4000 LIBRARY FUND

05/22/2026 13:38:44

Vendor Name	Claim Number	Invoice Number	Invoice	Description	Amount
4000 LIBRARY FUND					
ACOSTA CONNIE		21419	05/18/2026	MILEAGE REIMB. FOR FLYER DELIVERY/LIBRARY	$98.10
INGRAM LIBRARY SERVICES		96526279	05/12/2026	BOOKS	$15.52
INGRAM LIBRARY SERVICES		96558218	05/13/2026	BOOKS	$10.69
INGRAM LIBRARY SERVICES		96635726	05/17/2026	BOOKS	$10.16
INGRAM LIBRARY SERVICES TOTAL					**$36.37**
4000 LIBRARY FUND FUND TOTAL					**$134.47**

Examined and Approved
26 MAY 2026
by the Commissioners Court

Alan Wisdom

* Indicates an invoice has multiple department entries

HOCKLEY COUNTY Unpaid Invoice Report
4100 INDIGENT HEALTH CARE FUND

05/22/2026 14:30:06

Vendor Name	Claim Number	Invoice Number	Invoice	Description	Amount
4100 INDIGENT HEALTH CARE FUND					
COVENANT HEALTH CLIENT BILLING		33951	05/21/2026	ALEMAN-PHYSICIAN SERVICES/LAB/XRAY	$2.66 *
COVENANT HEALTH CLIENT BILLING		33951	05/21/2026	ALEMAN-PHYSICIAN SERVICES/LAB/XRAY	$33.95 *
COVENANT HEALTH CLIENT BILLING TOTAL					$36.61
COVENANT HEALTH SYSTEM		32824	05/21/2026	CARVER-PHYSICAN SERVICES AND LAB/XRAY	$94.73 *
COVENANT HEALTH SYSTEM		32824	05/21/2026	CARVER-PHYSICAN SERVICES AND LAB/XRAY	$109.31 *
COVENANT HEALTH SYSTEM		20620	05/21/2026	BISHOP-PHYSICIAN SERVICES AND LAB/XRAY	$664.59 *
COVENANT HEALTH SYSTEM		20620	05/21/2026	BISHOP-PHYSICIAN SERVICES AND LAB/XRAY	$130.39 *
COVENANT HEALTH SYSTEM		33997	05/21/2026	HINOJOSA/JAIL.INDIGENT-LAB/XRAY	$96.40
COVENANT HEALTH SYSTEM		33139	05/21/2026	MESTAS-JAIL.INDIGENT-LAB/XRAY	$26.63
COVENANT HEALTH SYSTEM TOTAL					**$1,122.05**
COVENANT HOSPITAL LEVELLAND		33851	05/21/2026	BUITRAGO-JAIL.INDIGENT-RURAL HEALTH CLINIC	$87.50
COVENANT HOSPITAL LEVELLAND		31096	05/21/2026	FILEWOOD-JAIL.INDIGENT-RURAL HEALTH CLINIC	$145.60
COVENANT HOSPITAL LEVELLAND		HOC4391	05/21/2026	JOHNSON-RURAL HEALTH CLINICS	$145.60
COVENANT HOSPITAL LEVELLAND		33990	05/21/2026	MEJIA-JAIL.INDIGENT-RURAL HEALTH CLINIC	$145.60
COVENANT HOSPITAL LEVELLAND		33139	05/21/2026	MESTAS-JAIL.INDIGENT-RURAL HEALTH CLINIC	$283.50
COVENANT HOSPITAL LEVELLAND		33829	05/21/2026	MORALES-JAIL.INDIGENT-RURAL HEALTH CLINIC	$116.90
COVENANT HOSPITAL LEVELLAND		33746	05/21/2026	RODRIGUEZ-JAIL.INDIGENT RURAL HEALTH CLINIC	$212.80
COVENANT HOSPITAL LEVELLAND		33993	05/21/2026	S.RODRIGUEZ-JAIL.INDIGENT-RURAL HEALTH CLINIC	$116.90
COVENANT HOSPITAL LEVELLAND		33998	05/21/2026	SANCHEZ-JAIL INDIGENT-RURAL HEALTH CLINIC	$198.10
COVENANT HOSPITAL LEVELLAND		33091	05/21/2026	SOTO-JAIL.INDIGENT-RURAL HEALTH CLINIC	$116.90
COVENANT HOSPITAL LEVELLAND TOTAL					**$1,569.40**
GARZA COUNTY TREASURERS OFFICES		APR'26	05/21/2026	APRIL'26 INDIGENT PRESCRIPTION DRUGS	$78.74
GRACE CLINIC OF LUBBOCK		HOC4391	05/21/2026	JOHNSON-INDIGENT-LAB/XRAY	$344.01
INTEGRATED PRESCRIPTION MANAGEMENT		9589/1209177	05/20/2026	INDIGENT-PRESCRIPTION/INMATE MEDICAL NON INDIGEN	$105.75 *
INTEGRATED PRESCRIPTION MANAGEMENT		9589/1209177	05/20/2026	INDIGENT-PRESCRIPTION/INMATE MEDICAL NON INDIGEN	$813.63 *
INTEGRATED PRESCRIPTION MANAGEMENT TOTAL					**$919.38**
JOSEPH J WOLCOTT MD PA		HOC4391	05/21/2026	JOHNSON-INDIGENT-LAB/XRAY-PHYSICIAN SERVICES	$81.24 *
JOSEPH J WOLCOTT MD PA		HOC4391	05/21/2026	JOHNSON-INDIGENT-LAB/XRAY-PHYSICIAN SERVICES	$241.38 *
JOSEPH J WOLCOTT MD PA TOTAL					**$322.62**
SOUND PHYSICIANS EMERGENCY MEDICINE		20620	05/21/2026	BISHOP-JAIL.INDIGENT-PHYSICIAN SERVICES	$81.24
SOUND PHYSICIANS EMERGENCY MEDICINE		32824	05/21/2026	CARVER-JAIL.INDIGENT-PHYSICIAN SERVICES	$101.00
SOUND PHYSICIANS EMERGENCY MEDICINE		33997	05/21/2026	HINOJOSA-JAIL.INDIGENT-PHYSICIAN SERIVCES	$95.47
SOUND PHYSICIANS EMERGENCY MEDICINE OF TEXAS PPLC TOTAL					**$277.71**
TEXAS TECH UNIVERSITY HEALTH SCIENC		HOC2043	05/21/2026	MUNGUIA-INDIGENT-PHYSICIAN SERVICES	$113.61
UNIVERSITY MEDICAL CENTER		17330	05/21/2026	CHAVEZ-INDIGENT-HOSPITAL INPATIENT SERVICES	$1,878.77
4100 INDIGENT HEALTH CARE FUND FUND TOTAL					**$6,662.90**

Examined and Approved
26 MAY 2026
by the Commissioners Court

Alan Wisdom

* Indicates an invoice has multiple department entries

HOCKLEY COUNTY Unpaid Invoice Report
1700 MALLET OPER FUND

05/22/2026 13:38:44

Vendor Name	Claim Number	Invoice Number	Invoice	Description	Amount
1700 MALLET OPER FUND					
CAMPOS ANGELA		1982	05/08/2026	1982 DEP REF/RAELEIGH'S QUINCE	$500.00
COCA COLA SOUTHWEST BEVERAGES LLC		52468383018	05/21/2026	200Z-1-LS-FA.FRPN/5GA-COKE_MP/MALLET	$386.43
GRAINGER		9911161991	05/11/2026	20-HOOK.WELDON.GRAB/MALLET	$252.97
GRAINGER		3028970090	05/20/2026	TAX ADJUSTMENT	-$19.28
GRAINGER TOTAL					**$233.69**
LEVELLAND HIGH SCHOOL ATHLETIC BOOS		2188	05/04/2026	2188 DEP REFUND/LEVELLAND HIGH SCHOOL ATHLETIC B	$500.00
MARTIN MARIETTA MATERIALS		49240768	05/13/2026	44.39 TONS/MALLET	$1,531.46
1700 MALLET OPER FUND FUND TOTAL					**$3,151.58**

Examined and Approved
26 MAY 2026
by the Commissioners Court

* Indicates an invoice has multiple department entries

HOCKLEY COUNTY Unpaid Invoice Report
2002 ROAD & BRIDGE - PRECINCT 2 FUND

05/22/2026 13:38:44

Vendor Name	Claim Number	Invoice Number	Invoice	Description	Amount
2002 ROAD & BRIDGE - PRECINCT 2 FUND					
AUTO GLASS COMPANY		80734	05/20/2026	RE SEAL STEEL CS54B	$50.00 *
CITY OF SUNDOWN		03-0080-03	05/15/2026	1208 SLAIGHTER S	$177.91
HUTCHS OILFIELD SUPPLY AND EQUIPMEN		3043496	05/14/2026	COMPRESSED ACETYLENE GAS CYLINDER	$120.00
2002 ROAD & BRIDGE - PRECINCT 2 FUND FUND TOTAL					$347.91

Examined and Approved
26 MAY 2026
by the Commissioners Court

* Indicates an invoice has multiple department entries

HOCKLEY COUNTY Unpaid Invoice Report
2003 ROAD & BRIDGE - PRECINCT 3 FUND

05/22/2026 13:38:44

Vendor Name	Claim Number	Invoice Number	Invoice	Description	Amount
2003 ROAD & BRIDGE - PRECINCT 3 FUND					
AUTO GLASS COMPANY		80734	05/20/2026	RE SEAL STEEL CS54B	$50.00 *
CLEAN CAN PORTABLE TOLIETS		I34236	05/20/2026	MAY'26 SERVICES	$160.00
2003 ROAD & BRIDGE - PRECINCT 3 FUND FUND TOTAL					$210.00

Examined and Approved
26 MAY 2026
by the Commissioners Court

* Indicates an invoice has multiple department entries

HOCKLEY COUNTY Unpaid Invoice Report
9615 J P - PCT 5

05/22/2026 13:38:45

Vendor Name	Claim Number	Invoice Number	Invoice	Description	Amount
9615 J P - PCT 5					
LUBBOCK COUNTY CONSTABLE		DC10600	05/12/2026	SERVICES FOR DC10600	$100.00
9615 J P - PCT 5 FUND TOTAL					$100.00

Examined and Approved

26 MAY 2026

by the Commissioners Court

Alan Wisdom

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HOCKLEY COUNTY Unpaid Invoice Report
9705 JUVENILE PROB FUND

05/22/2026 13:38:45

Vendor Name	Claim Number	Invoice Number	Invoice	Description	Amount
9705 JUVENILE PROB FUND					
ALTMAN JEREMY		05132026	05/13/2026	MEALS/HANDLE WITH CARE TRAINING/JUVY	$280.00
HANDLE WITH CARE BEHAVIOR		2026-10740	05/13/2026	REG FOR HANDLE WITH CARE TRAINING	$1,825.00
9705 JUVENILE PROB FUND FUND TOTAL					$2,105.00

Examined and Approved
26 MAY 2026
by the Commissioners Court

Alan Wisdom

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HOCKLEY COUNTY Unpaid Invoice Report
9750 ADULT PROB CO COMM SUPV

05/22/2026 13:38:45

Vendor Name	Claim Number	Invoice Number	Invoice	Description	Amount
9750 ADULT PROB CO COMM SUPV					
REDWOOD TOXICOLOGY LABORATORY INC		00686420264	05/14/2026	APRIL 26 DRUG TESTING	$144.51
9750 ADULT PROB CO COMM SUPV FUND TOTAL					$144.51

Examined and Approved

26 MAY 2026

by the Commissioners Court

Alan Wisdom

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HOCKLEY COUNTY Unpaid Invoice Report
2001 ROAD & BRIDGE - PRECINCT 1 FUND

05/22/2026 13:38:44

Vendor Name	Claim Number	Invoice Number	Invoice	Description	Amount
2001 ROAD & BRIDGE - PRECINCT 1 FUND					
AUTO GLASS COMPANY		80734	05/20/2026	RE SEAL STEEL CS54B	$50.00 *
2001 ROAD & BRIDGE - PRECINCT 1 FUND FUND TOTAL					$50.00

Examined and Approved
26 MAY 2026
by the Commissioners Court

Alan Wisdom

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HOCKLEY COUNTY Unpaid Invoice Report
2004 ROAD & BRIDGE - PRECINCT 4 FUND

05/22/2026 13:38:44

Vendor Name	Claim Number	Invoice Number	Invoice	Description	Amount
2004 ROAD & BRIDGE - PRECINCT 4 FUND					
AUTO GLASS COMPANY		80734	05/20/2026	RE SEAL STEEL CS54B	$50.00 *
2004 ROAD & BRIDGE - PRECINCT 4 FUND FUND TOTAL					$50.00

Examined and Approved
26 MAY 2026
by the Commissioners Court

Alan Wisdom

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HOCKLEY COUNTY Unpaid Invoice Report
9750 ADULT PROB CO COMM SUPV

05/22/2026 13:38:45

Vendor Name	Claim Number	Invoice Number	Invoice Description	Amount
GRAND TOTAL				$32,513.99

Examined and Approved

2 6 MAY 2026

by the Commissioners Court

* Indicates an invoice has multiple department entries

Motion by Commissioner Carter, second by Commissioner Wisdom, 3 votes yes 0 votes no, that commissioners court approved the Grant Agreement Rural Ambulance Service Grant Program, Awardd#IA-0000002912. As per service agreement recorded below.

GRANT AGREEMENT
Rural Ambulance Service Grant Program
Award # IA-0000002912

This grant agreement ("Agreement") is entered into by and between the Texas Comptroller of Public Accounts ("CPA") and Hockley County ("Grantee"), located at 802 Houston St, Ste 103, Levelland, Texas, 79336. For purposes of this Agreement, CPA and Grantee are sometimes collectively referred to as the "Parties" or individually as a "Party."

I. Background

The 89th Texas Legislature (Regular Session) passed House Bill 3000, which establishes a grant program to provide financial assistance to qualified ambulance service providers in certain rural counties (the "Program"). House Bill 3000 added Section 130.914 to the Local Government Code, under which CPA has authority to establish and administer the Program and provide financial assistance to qualified applicants.

Grantee timely applied for a grant, and CPA has reviewed and approved Grantee's application. Grantee further warrants that it is eligible to participate in the Program.

The Parties desire to set forth their mutual expectations and obligations for participation in the Program, and in consideration of Grantee's compliance with all requirements of this Agreement, CPA awards this Agreement to Grantee and the Parties do hereby represent, covenant, and agree as follows:

II. Authority

This Agreement is entered into pursuant to the authority granted in Section 130.914 of the Local Government Code, and is funded by state funds appropriated by the state legislature.

III. Grant

In consideration of the various obligations to be undertaken by Grantee, CPA awards Grantee the amount of $ 350000.00 ("Grant"), to be disbursed to Grantee for the purpose of reimbursing allowable costs for Program implementation, subject to the following:

1. Grant funds may only be used for the state purpose of ensuring adequate ground ambulance services, and may further only be expended on the authorized uses set forth in Part VI of this Agreement (Authorized Uses of Grant Funds);
2. Grantee must fully comply with the requirements of Part V (Requirements Related to Approved Rural Ambulance Service Provider) of this Agreement;
3. Grantee must fully comply with all terms and conditions of this Agreement; the requirements of Section 130.914 of the Local Government Code; the provisions of the Texas Grant Management Standards ("TxGMS"), or their successor, adopted in accordance with Texas law; and all applicable state or federal statutes, rules, regulations, or guidance applicable to this Grant, including 34 Texas Administrative Code (TAC), Part I, Chapter 16, Subchapter F; and
4. Grantee may not reduce funding provided to its qualified rural ambulance service provider for the fiscal year following Grantee's receipt of Grant funds under this Agreement.

IV. Term

This Agreement is effective on the date signed by CPA ("Effective Date"), after first having been signed by Grantee, and expires five (5) years thereafter, unless terminated earlier in accordance with other provisions of this Agreement.

V. Requirements Related to Approved Rural Ambulance Service Provider

A. **Subagreement Required for Third-Party Rural Ambulance Service Providers.** The requirements of this Part V.A apply if the qualified rural ambulance service provider (as defined by 34 TAC §16.500(13)) designated in Grantee's application for the Grant and approved by CPA is a third party (i.e., if Grantee does not self-perform the ground ambulance services contemplated by this Agreement).

   1. **Subagreement Required Prior to Expenditure of Grant Funds.** Prior to expenditure of any Grant funds, Grantee must enter into a written agreement ("Subagreement") with the CPA-approved rural ambulance service provider.

   2. **Subagreement Requirements.** The following requirements apply to the Subagreement:

      a. The Subagreement must require the rural ambulance service provider to provide ground ambulance services on behalf of Grantee and in accordance with the requirements of Section 130.914 of the Local Government Code and 34 TAC, Part I, Chapter 16, Subchapter F.

      b. The Subagreement must require compliance with and expressly incorporate applicable requirements of this Agreement, including all requirements of Part IX (Equipment; State Interest) of this Agreement.

      c. The Subagreement must be in effect for at least the remaining period of this Agreement. If applicable, Grantee will submit in its compliance report (see Section VIII.A of this Agreement, Annual Compliance Reports) documentation confirming that a Subagreement scheduled to expire during the term of this Agreement has been extended, renewed, or replaced by an agreement that meets the requirements of this Agreement.

      d. Notification of an executed Subagreement will be provided to CPA. Grantee will provide the executed Subagreement to CPA upon request.

   3. **Termination or Expiration of Subagreement.** Grantee must notify CPA in writing of the termination or expiration of any Subagreement that occurs during the term of this Agreement. Upon any such expiration or termination of a Subagreement, Grantee may not expend any Grant funds without CPA's subsequent written approval.

B. **Substitution of Approved Rural Ambulance Service Provider.** Grantee may not substitute or replace the CPA-approved rural ambulance service provider under this Agreement without CPA's written preapproval. If CPA provides any such written preapproval of a substitute rural ambulance service provider, Grantee must, prior to Grantee's expenditure of Grant funds or the substitute rural ambulance service provider's use of any grant-funded equipment, comply with all requirements of this Part V.

VI. Authorized Uses of Grant Funds

The Grant may only be used to purchase:

1. additional ambulances (as defined by 34 TAC §16.500(2)), including necessary accessories (as defined by 34 TAC §16.500(1)) and modifications;

2. necessary accessories (as defined by 34 TAC §16.500(1)) and modifications to refurbish ambulances that the Grantee or its qualified rural ambulance service provider currently possesses; and

3. necessary registration fees.

VII. Payment

A. **Advance Payment.** CPA will disburse the Grant funds as soon as practicable following the Effective Date. By making advance payment, CPA does not waive any requirements for the reimbursement of costs. Upon CPA's request, Grantee will submit records in support of reimbursement requests.

B. **Eligibility for Cost Reimbursement.** CPA will reimburse Grantee for necessary and reasonable allowable costs paid by Grantee in performance of this Agreement. Allowable costs are restricted to costs that comply with the Agreement, TxGMS, and state law. The parties agree that all the requirements of TxGMS apply to this Agreement, including the criteria for allowable costs.

C. **Pre-award Costs.** Grantee may only use funds to cover costs incurred after the Effective Date, unless otherwise specifically approved in writing. All costs incurred by Grantee before the Effective Date are incurred voluntarily, at Grantee's own credit and expense.

D. **Expenditure of Grant Funds and Return of Unspent Funds.** Grantee must expend Grant funds during the term of this Agreement, and Grantee agrees to return to CPA any unspent Grant funds upon termination or expiration of the Agreement. Grantee will return any such funds in accordance with CPA instructions.

E. **Program Income.** Subject to the provisions of Section VII.F of this Agreement, "Program Income" has the meaning set forth in TxGMS, and includes, but is not limited to, income from the use or rental of personal property acquired or improved with Grant funds. Program Income generated under or resulting from this Agreement may only be used for Program purposes and on allowable costs under this Agreement. Upon termination or expiration of the Agreement, Grantee must return any unexpended Program Income to CPA. Grantee will report generation and use of Program Income to CPA in the compliance reports required under Section VIII.A of the Agreement.

F. **Deposit of Funds.** Whenever possible, Grant funds must be deposited and maintained in insured, interest-bearing accounts. Interest earned on Grant funds is not considered Program Income, and Grantee must use any accrued interest for Program purposes only and on allowable costs under this Agreement.

VIII. Reporting and Compliance

A. **Annual Compliance Reports.** Grantee must submit a compliance report no later than 60 days following each anniversary of the Effective Date of this Agreement, and, if applicable, the early termination of the Agreement. Grantee must use CPA's electronic form to submit compliance reports. In all compliance reports, Grantee must certify compliance with the Agreement, detail expenditures of Grant funds, submit evidence of continued ground ambulance services, and provide any other information required by CPA. CPA may require supporting documentation regarding expenditures and any other information required to substantiate that Grant funds are being used for the intended purpose and that Grantee has complied with the terms, conditions, and requirements of applicable law, this Agreement, and 34 Texas Administrative Code, Chapter 16, Subchapter F. Grantee must submit any information requested by CPA within fourteen (14) calendar days of the request.

B. **Remedies for Noncompliance.** If CPA finds that Grantee has failed to comply with the terms and conditions of this Agreement or any other requirement described in Part III of the Agreement, CPA may:

1. require Grantee to cure the failure to comply to the satisfaction of CPA;
2. require Grantee to return some or all of the Grant;
3. withhold funds from the Grant or future grants awarded to Grantee until the deficiency is corrected;
4. disallow all or part of the noncompliant cost;
5. terminate the Agreement in whole or in part;
6. bar Grantee from future consideration for grants under 34 Texas Administrative Code, Chapter 16, Subchapter F; or
7. exercise any other legal remedies available to CPA under this Agreement, at law, in equity, or otherwise.

IX. Equipment; State Interest

A. **State Interest in Equipment Acquired under Agreement; State Interest Period.** For purposes of this Agreement, "equipment" has the same meaning and definition set out in TxGMS. There is a State Interest in all equipment acquired or improved under this Agreement, and the State Interest Period is the period during which Grantee (or any subrecipient, as applicable) will hold in trust for the beneficiaries of the Grant all equipment acquired or improved under this Agreement. The State Interest in all equipment acquired or improved under this Agreement will start upon acquisition or improvement thereof, and continue for a period of ten (10) years thereafter.

B. **Property Trust Relationship.** Pursuant to the requirements of TxGMS and in recognition that this Agreement is executed for the benefit of the public being served by the Grant, for the duration of the State Interest Period, Grantee (and any subrecipient) must hold Grant-funded equipment in trust for the beneficiaries of the Grant.

C. **General Requirements for Equipment.** Title to equipment acquired or improved with Grant funds ("Project Property") vests in Grantee (unless CPA approves otherwise in writing), subject to the following conditions:

1. Grantee and any subrecipient must use and manage Project Property in accordance with applicable law and TxGMS;
2. Grantee and any subrecipient must use Project Property for Program purposes, and may not use Project Property for any other activities unless CPA approves otherwise in writing;
3. For the duration of the State Interest Period, Grantee and any subrecipient must use Project Property for the exclusive benefit of the public served by the Grantee, unless CPA approves otherwise in writing;
4. For the duration of the State Interest Period, Grantee and any subrecipient (as applicable) must comply with the insurance coverage requirements of applicable law, this Agreement, and TxGMS;
5. Project Property may not be encumbered with the prior written approval of CPA; and
6. Grantee (on its own or any subrecipient's behalf) must obtain written disposition instructions from CPA when Project Property is no longer needed for the Program, or when the Grant expires or terminates, unless the per unit fair market value of the Project Property is less than $10,000.

D. **Procurement of Equipment.** Procurement of equipment with Grant funds must comply with requirements of applicable law and TxGMS, including, if applicable, competitive selection requirements and the General Procurement Standards.

E. **Noncompliance and Survival.** If Grantee fails to comply with the requirements of TxGMS or this Part IX (Equipment; State Interest), Grantee must request disposition instructions from CPA pursuant to TxGMS. This Part IX (Equipment; State Interest) shall survive the termination or expiration of this Agreement.

X. Records, Access, and Audits

A. **Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Agreement or indirectly through a subcontract under the Agreement. The acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of the state auditor (or any successor agency), under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee will ensure that this clause concerning the authority to audit funds accepted under this Agreement and the requirement to cooperate is included in any subcontract it awards. CPA further reserves the right to monitor Grantee's compliance with the requirements of this Agreement.

B. **Records Retention.** Grantee will maintain and retain all records relating to the performance of the Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the Agreement expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. CPA reserves the right to direct Grantee to retain documents for a longer period of time or transfer certain records to CPA custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

C. **Audit Requirements.** Funds allocated in connection with this Agreement are considered to be state financial assistance for the purpose of determining the audit requirements under TxGMS. If Grantee expends more than $1,000,000 in state grant awards, including this Agreement, during its fiscal year, Grantee must complete an annual independent financial audit or program-specific audit in accordance with TxGMS. All audits must be conducted in accordance with generally accepted government auditing standards (GAGAS). Grantee's audit reporting package must be provided to CPA as specified in TxGMS. Grantee agrees that in the event of any audit findings related to state awards provided by CPA, Grantee will inform CPA within two (2) business days following Grantee's receipt of any written audit findings or reports (whether in draft or final form), and thereafter submit any documentation related to the audit findings upon CPA's request (including, but not limited to, a copy of the final audit report, a response to the current status of the prior year's questioned costs, copies of management letters written as a result of the audit, and action plans, if any).

XI. Indemnification and Release of Liability

A. INDEMNIFICATION. TO THE EXTENT ALLOWED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND CPA, AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT, INCLUDING ANY PURCHASE ORDERS ISSUED UNDER THE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND CPA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR CPA FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF CPA OR ITS EMPLOYEES. THIS SECTION SHALL SURVIVE THE TERM OF THIS AGREEMENT.

B. NO INDEMNIFICATION BY CPA. THE PARTIES AGREE THAT CPA WILL NOT INDEMNIFY GRANTEE FOR ANY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, OR ANY RELATED COSTS, ATTORNEY FEES, OR EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE IN PERFORMANCE OF THE AGREEMENT. THIS SECTION SHALL SURVIVE THE TERM OF THIS AGREEMENT.

C. LIABILITY. GRANTEE RELEASES CPA AND THE STATE OF TEXAS FROM, AND AGREES THAT CPA AND THE STATE OF TEXAS SHALL NOT HAVE, ANY LIABILITY FOR ANY AND ALL SUITS, ACTIONS, CLAIMS, DEMANDS, LOSSES, EXPENSES, AND COSTS OF EVERY KIND AND NATURE, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY, OR ASSERTED OR IMPOSED AGAINST CPA AND THE STATE OF TEXAS, AS A RESULT OF OR IN CONNECTION WITH THE AGREEMENT, EXCEPT FOR THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CPA. THIS SECTION SHALL SURVIVE THE TERM OF THIS AGREEMENT.

XII. General

A. **Insurance.** Unless prohibited by law, Grantee will require its contractors and subrecipients to obtain and maintain for the term of this Agreement adequate insurance coverage sufficient to protect Grantee and CPA from all claims and liability for injury to persons and for damage to property arising from the Agreement.

B. **Texas Public Information Act.** Grantee understands that CPA will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State of Texas pursuant to the Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

C. **Funding Limitation.** The Agreement shall not be construed as creating a debt on behalf of CPA in violation of Article III, Section 49a of the Texas Constitution. All obligations of CPA under the Agreement are subject to the availability of grant funds. The Agreement is subject to termination or cancellation, either in whole or in part, without penalty to CPA if such funds are not appropriated or become unavailable. Grantee will ensure that this clause is included in all subawards and subcontracts.

D. **No Conflicts of Interest.** Grantee represents and warrants that performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the Agreement, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Local Government Code.

E. **No Waiver.** This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party as an agency or political subdivision of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

F. **Compliance with Laws, Rules, and Requirements.** Grantee represents and warrants that it will comply, and assure the compliance of all its subrecipients and contractors, with all applicable laws, rules, and regulations, and all terms and conditions established by CPA and the State of Texas with respect to the use of Grant funds.

G. **Grantee's Responsibility for Subcontractors.** All acts and omissions of subcontractors, suppliers, and other persons and organizations performing any work under a direct or indirect contract with Grantee shall be considered the acts and omissions of Grantee. Grantee represents and warrants that it will maintain oversight to ensure that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

H. **Grantee's Responsibility for Subrecipients.** Grantee represents and warrants that it will monitor the activities of any subgrantee as necessary to ensure that subawards are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.

I. **Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. Upon timely notice by the non-performing Party, the existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemic/quarantine orders or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome. The non-performing Party must provide evidence of any failure resulting in impossibility to perform upon request.

J. **Governing Law and Venue.** This Agreement is governed by and construed under and in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is other identified in a statute that directly names or otherwise identifies its applicability to CPA.

K. **Dispute Resolution.** The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the Parties to resolve any dispute arising under the Agreement.

L. **Termination for Convenience.** CPA may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to Grantee. CPA's termination for convenience under this section may be for any reason or no reason at all.

M. **Independent Contractor.** The Parties agree that each Party is contracting as an independent contractor.

N. **Assignment.** No assignment of this Agreement or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other.

O. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.

P. **Survival.** The expiration or termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.

Q. **Severability.** If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement

XIII. Uniform Assurances

Grantee certifies its compliance with and acknowledges the following uniform assurances, as applicable to this Agreement, and all other provisions of Appendix 6 (Uniform Assurances by Local Governments) of TxGMS that are applicable to this Agreement. Other assurances from TxGMS may be included elsewhere in this Agreement.

A. **Child Support Obligation.** Grantee represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subgrantees and subcontractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

B. **Cybersecurity Training Program (Local Government System).** Grantee represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

C. **Cybersecurity Training Program (State Contractor).** If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to CPA pursuant to and in accordance with Section 2054.5192 of the Texas Government Code.

D. **Debarment and Suspension.** Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by CPA and the System for Award Management (SAM) maintained by the General Services Administration.

E. **Debts and Delinquencies.** Grantee agrees that any payments due under the grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

F. **Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations.** Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

G. **Excluded Parties.** Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

H. **Executive Head of a State Agency.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Grantee certifies that it is not (1) the executive head of CPA, (2) a person who at any time during the four years before the date of the Agreement or grant was the executive head of CPA, or (3) a person who employs a current or former executive head of CPA.

I. **Firearm Suppressor Policy.** Grantee certifies that it has not received a final judicial determination finding it adopted a rule, order, ordinance, or policy under which it enforces, or allows the enforcement of, a federal statute, order, rule, or regulation that purports to regulate a firearm suppressor in violation of Section 2.102(a) of the Texas Government Code in an action brought by the Attorney General under Section 2.104 of the Texas Government Code. If Grantee is currently being sued under Section 2.104 of the Texas Government Code or is sued under this section at any point during the duration of this grant, Grantee agrees to immediately disclose the lawsuit and its posture to CPA.

J. **Law Enforcement Agency Grant Restriction.** If Grantee is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement, or the Texas Commission on Law Enforcement certifies that it is in the process of achieving compliance with such rules.

K. **Legal Authority.** Grantee represents that it possesses legal authority to apply for the Grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of Grantee's application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Grantee's application and to provide such additional information as may be required.

L. **Limitations on Grants to Units of Local Government.** Grantee acknowledges and agrees that appropriated funds may not be expended in the form of a grant to a unit of local government unless the terms of the grant require that the funds received under the grant will be expended subject to the limitations and reporting requirements similar to those provided by the following: Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees; Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and Sections 2113.012 and 2113.101 of the Texas Government Code.

M. **Lobbying Expenditure Restriction.** Grantee represents and warrants that payments to Grantee and Grantee's receipt of appropriated or other funds under the Agreement are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

N. **Open Meetings.** If Grantee is a governmental entity, Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

O. **Political Polling Prohibition.** Grantee represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

P. **Public Camping Ban.** Grantee certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Section 364.003 of the Local Government Code. If Grantee is currently being sued under the provisions of Section 364.003 of the Local Government Code, or is sued under this Section at any point during the duration of this Grant, Grantee must immediately disclose the lawsuit and its current posture to CPA.

Q. **Reporting Compliance.** Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the Agreement and maintain appropriate backup documentation to support the reports.

R. **Reporting Suspected Fraud and Unlawful Conduct.** Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

XIV. Notices; Liaison

A. Any notice relating to this Agreement, which is required or permitted to be given under this Agreement by one party to the other party must be in writing and must be addressed to the receiving party at the address specified below. The notice will be deemed to have been given immediately if delivered in person to the recipient's address specified below. It will be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

The address of CPA for all purposes under this Agreement and for all notices hereunder will be:

Texas Comptroller of Public Accounts
ATTN: Contracts Section
111 E 17th Street, Room 310C
Austin, Texas 78774
With copy sent via electronic mail to contracts@cpa.texas.gov

The address of Grantee for all purposes under this Agreement and for all notices hereunder will be:
Grantee:

Hockley County
802 Houston St, Ste 103, Levelland, Texas 79336

Contact Person:

Sharla Baldridge
Hockley County Judge
802 Houston St, Ste 103, Levelland, Texas 79336
sbaldridge@hockleycounty.org
8068946856

B. Unless notice is specifically required under the Agreement, the parties may, in lieu of tendering notice by mail as set out above, communicate any information or transmit documents by email to the addresses listed above.

XV. Signatories

The Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

Texas Comptroller of Public Accounts	**Grantee**
By: DocuSigned by: Lisa Craven	By: DocuSigned by: Sharla Baldridge
Lisa Craven	Sharla Baldridge
Deputy Comptroller	Hockley County Judge
Date: 5/26/2026 | 12:32 PM CDT	Date: 5/26/2026 | 9:34 AM PDT

docusign

Certificate Of Completion

Envelope Id: DAEB5F40-B851-8307-8169-AEFAED8DFD5E		Status: Completed
Subject: Rural Ambulance Service Grant Agreement		
Source Envelope:		
Document Pages: 11	Signatures: 2	Envelope Originator:
Certificate Pages: 5	Initials: 0	Maria Avalos
AutoNav: Enabled		maria.avalos@cpa.texas.gov
Envelopeid Stamping: Enabled		IP Address: 18.254.32.123
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		

Record Tracking

Status: Original 5/14/2026 5:09:14 PM	Holder: Maria Avalos maria.avalos@cpa.texas.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: FedRamp	

Signer Events	Signature	Timestamp
Sharla Baldridge sbaldridge@hockleycounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Sharla Baldridge E200F4A1AEF549F... Signature Adoption: Pre-selected Style Using IP Address: 216.75.249.226	Sent: 5/14/2026 5:10:19 PM Viewed: 5/15/2026 1:03:50 PM Signed: 5/26/2026 11:34:16 AM
Electronic Record and Signature Disclosure: Accepted: 5/15/2026 1:03:50 PM ID: fe65b54a-1590-444b-9f86-e7f48519cd69		
Lisa Craven lisa.craven@cpa.texas.gov Deputy Comptroller Security Level: Email, Account Authentication (None)	DocuSigned by: Lisa Craven E450165D784443C... Signature Adoption: Pre-selected Style Using IP Address: 204.64.147.254	Sent: 5/26/2026 11:34:18 AM Viewed: 5/26/2026 12:32:35 PM Signed: 5/26/2026 12:32:48 PM
Electronic Record and Signature Disclosure: Accepted: 2/26/2024 10:14:36 AM ID: d0daaa94-1252-47fe-afac-dfed056dfa5a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/14/2026 5:10:19 PM
Certified Delivered	Security Checked	5/26/2026 12:32:35 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	5/26/2026 12:32:48 PM
Completed	Security Checked	5/26/2026 12:32:48 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Salesforce-PROD (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Salesforce-PROD:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: kaite.guerrero@cpa.texas.gov

To advise Salesforce-PROD of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kaite.guerrero@cpa.texas.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Salesforce-PROD

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kaite.guerrero@cpa.texas.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Salesforce-PROD

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to kaite.guerrero@cpa.texas.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Salesforce-PROD as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Salesforce-PROD during the course of your relationship with Salesforce-PROD.

Motion by Commissioner Wisdom, second by Commissioner Carter, 3, votes yes, 0 votes No, that Commissioners Court approved the 2505 LVLND Airport Grant Agreement between Hockley County and the City of Levelland. As per airport project participation agreement recorded below.

TEXAS DEPARTMENT OF TRANSPORTATION

AIRPORT PROJECT PARTICIPATION AGREEMENT

(Federally Assisted Airport Development Grant)

TxDOT Project No.: 2505LVLND
Commission Approval: December 16, 2025
NPE Funds Applied: FY23-24
UEI: J5GVGHUVDPM6
ALN: 20.116

Part I - Identification of the Project

TO: City of Levelland and Hockley County, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Agreement is made and entered into by and between the Texas Department of Transportation for and on behalf of the State of Texas (the "State") and City of Levelland and Hockley County, Texas (the "Sponsor").

The Sponsor desires to sponsor a project for the development of a public aviation facility, known or to be designated as the Airport under the Airport and Airway Improvement Act of 1982, as repealed and recodified in 49 U.S.C. § 47101 *et seq.*, ("Title 49 U.S.C."), and the State's rules, regulations, and procedures promulgated pursuant to Title 3 of the Texas Transportation Code.

The project is described as construction services to: install precision path indicator lights 2 at Runway 35; install medium intensity runway lights; replace airfield signs at Runway 17-35; install electrical vault and replace wind cone at Levelland Municipal Airport.

The Sponsor applies for federal financial assistance and desires the State to act as the Sponsor's agent in matters connected with the project described above, pursuant to Texas Transportation Code § 22.018 and as detailed below in Part IV.

The parties, by this Agreement, do fix their respective responsibilities, with reference to each other, with reference to the accomplishment of the project and with reference to the United States.

Pursuant to and for the purpose of carrying out the provisions of Title 49 U.S.C., and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in the Airport Project Participation Agreement and its acceptance of this Offer as provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the project and compliance with the assurances and conditions provided, **THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE UNITED STATES, FEDERAL AVIATION ADMINISTRATION ("FAA"), OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the project, ninety per centum of all allowable project costs. This grant is made on and subject to the following terms and conditions:

Part II - Offer of Financial Assistance

1. The allowable costs of the project shall not include any costs determined by the State to be ineligible under Title 49 U.S.C., Title 3 of the Texas Transportation Code, or the Airport Zoning Act, Texas Local Government Code §§ 241.001 *et seq.*

2. It is estimated that construction project costs will be approximately $1,860,820 (Amount A). It is further estimated that approximately $1,860,820 (Amount B) of the project costs will be eligible for federal financial assistance, and that federal financial assistance will be for ninety percent (90%) of the eligible project costs. Final determination of federal eligibility of total project costs will be determined by the State in accordance with federal guidelines following completion of project.

   If federal funds are unavailable, this Agreement shall automatically be voided and become of no force and effect, except that unexpended or unencumbered moneys actually deposited by the Sponsor and held with the State for project purposes shall be returned to the Sponsor.

3. The maximum obligation of the United States payable under this offer shall be $1,674,738 (Amount C/D).

   This grant should not be construed as block grant funds for the Sponsor, but as a grant for funding of the scope items as listed on page one of this agreement. The State will provide federal funding to complete the approved work items of this grant and will not amend the scope of work to include items outside of the current determined needs of this project. Scope of work may be amended if necessary to fulfill the unforeseen needs of this specific development project within the spirit of the approved scope, subject to the availability of state, federal, and/or local funds.

4. It is estimated that the Sponsor's share of the total project costs will be $186,082 (Amount D/E). The Sponsor specifically agrees that, regardless of the estimated Amount D/E, it shall pay any project costs which exceed the sum of the federal share (Amount C/D). In the event the State determines that additional funding is required by the Sponsor at any time during the development of the Project, the State will notify the Sponsor in writing. The Sponsor will make payment to the State within thirty (30) days from receipt of the State's written notification.

   It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State on behalf of the Sponsor which are more than the federal percentage of financial participation as stated in Paragraph II-2. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Sponsor, the State, or the Federal Government will be promptly paid by the owing party. The State shall refund to the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor. The State will not pay interest on any funds provided by the Sponsor.

5. If there is an overrun in the eligible project costs, the State may increase the grant to cover the amount of overrun not to exceed the statutory twenty-five (25%) percent limitation and will

advise the Sponsor by amendment of the increase. Upon receipt of the amendment, the maximum obligation of the United States is adjusted to the amount specified and the Sponsor will remit their share of the increased grant amount.

Participation in additional federally eligible costs may require approval by the Texas Transportation Commission. The State will not authorize expenditures more than the dollar amounts identified in this Agreement and any amendments without the consent of the Sponsor.

Payment of the United States share of the allowable project costs will be made in accordance with the provisions of such regulations and procedures as the State and the FAA shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. Sponsor's share of project costs (Amount D/E) shall be paid initially in cash when requested by the State. The State will not execute project contracts until the required funding has been made available by the Sponsor in accordance with this Agreement. At project closeout, Sponsor will be reimbursed for any credited amounts that exceed Sponsor's share.

7. Sponsor, by executing this Agreement certifies, and upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State and federal government the right, upon advance written request during reasonable and regular business hours, to audit any books and records of the Sponsor to verify said funds. In addition, the Sponsor shall disclose the source of all funds for the project and its ability to finance and operate the project.

   Following the execution of this Agreement and upon written demand by the State, the Sponsor's financial obligation (Amount D/E) shall be due and payable to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay the obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-7. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

   Expenditures for eligible project costs for the above project made by the State or the Sponsor prior to the award of a federal grant for the project, and prior to actual receipt of the authority to expend federal grant funds, shall be made from Sponsor funds.

8. The State shall make all reasonable attempts to acquire federal funding for the completion and construction of this project within two years of completion of design services. The Sponsor agrees to complete and construct this project within two years of completion of design services, subject to the availability of federal funds. If the sponsor does not move forward with design or construction, they shall reimburse the state 100% of all costs under contract and/or expended at the point of notification that the project will not be completed. The Sponsor also understand that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the State may suspend or terminate grants related to the design.

9. **Completing the Project without Delay and in Conformance with Requirements.** The State must assure, and must require the Sponsor to assure, that projects are carried out and completed without undue delays and in accordance with this Grant Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the State agrees, and will require Sponsors agree, to report and request prior approval from the State or FAA for any disengagement from funding eligible expenses under the Grant and subgrants that exceed three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the stoppage. The State agrees, and will require Sponsors agree, to comply with the attached grant assurances, which are part of this Agreement. These assurances, conditions, and any addendums apply to subgrants issued under this Grant as provided for in paragraph 3(b).

10. **Improper Use of Federal Funds and Mandatory Disclosure.**

a. The State and Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the State or Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The State and Sponsor, as applicable, must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State and Sponsor, as applicable, must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State and Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

11. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement or subgrants, including, but not limited to, any action taken by a State and Sponsor related to or arising from, directly or indirectly, this Grant Agreement.

12. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

Requirement for System for Award Management (SAM): Unless the State or Sponsor is exempted from this requirement under 2 CFR § 25.110, the State and Sponsor must maintain the currency of its information in SAM until the State submits the final financial report required under this Grant or receives the final payment, whichever is later. This requires that the State review and update, and will require the Sponsor review and update, the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

13. **Environmental Standards.** The State and Sponsor are required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the State or Sponsor fails to comply with this requirement, the FAA or State, as applicable, may suspend, cancel, or terminate this Grant Agreement.

14. **Financial Reporting and Payment Requirements.** The State and Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the State and Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The State and Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

16. **Build America, Buy America.** The State and Sponsor, as applicable, must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

17. **Audits for Sponsors.**

PRIVATE SPONSORS. When the Period of Performance has ended, the Sponsor must provide a copy of an audit of this subaward prepared in accordance with Federal audit requirements to the State. A Sponsor expending less than $1,000,000 in Federal awards and exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

18. **Suspension or Debarment.** The State must:

Immediately disclose to the FAA whenever the State:

Learns a Sponsor has entered into a covered transaction with an ineligible entity; or

Suspends or debars a contractor, person, or entity.

Include a provision in all subgrants that requires Sponsors entering into "covered transactions," as defined by 2 CFR § 180.200, to:

Verify the non-Federal entity is eligible to participate in this Federal program by:

Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or

Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

The State must also insert this clause on suspension or debarment in all subgrants, contracts, and subcontracts that result from this Grant.

19. **Ban on Texting While Driving.**

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and Sponsors are encouraged to:

Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The State must insert this clause on banning texting while driving in all subgrants, contracts, and subcontracts that result from this Grant.

20. **Trafficking in Persons.**

1. *Posting of contact information.*

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:

Severe forms of trafficking in persons;
The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
The use of forced labor in the performance of this grant; or any subaward; or
Acts that directly support or advance trafficking in persons, including the following acts:

Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
Charging recruited employees a placement or recruitment fee; or
Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:

Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:

a) Associated with the performance under this Grant; or

b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient is a private entity under this Grant:

Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

Associated with the performance under this Grant; or
Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.

c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

a. "Employee" means either:

An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or

Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

b. "Private Entity" means:

Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

21. **Exhibit "A" Property Map.** The State and Sponsor will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.

22. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4712, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. §

4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

23. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The State or Sponsor, as applicable, agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.

24. **Critical Infrastructure Security and Resilience.** The State or Sponsor, as applicable, acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

25. **Title VI of the Civil Rights Act.** As a condition of a grant award, the State and Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The State and Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

26. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA

Reauthorization Act of 2024 is at https://www.congress.gov/bill/118th-congress/house-bill/3935/text.

27. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor: Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.

28. **National Airspace System Requirements:**

a. The State and Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The State and Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the State and Sponsor has violated subsection (a), the FAA may impose a remedy, including:

(1) additional conditions on the award;
(2) consistent with 49 U.S.C. chapter 471, any remedy permitted under 2 C.F.R. 200.339
i. 200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
(3) any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The State and Sponsor acknowledges that amounts that the FAA requires the State or Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).

29. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

30. The period of performance shall commence on the date the State executes this agreement. The end date of the period of performance is four years from the date of execution of the State.

PART III - Sponsor Responsibilities

1. In accepting the Agreement, the Sponsor guarantees that:

   a. it will comply with Attachment A, Certification of Airport Fund, attached and made a part of this Agreement; and

   b. it will comply with Attachment E, Airport Assurances (4/2025) and Attachment F, Special Conditions, attached and made a part of this Agreement; and

   c. it will comply with Attachment D, Certification and Disclosure Regarding Potential Conflicts of Interest, attached and made a part of this Agreement; and

   d. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas or the FAA in connection with the federal grant; and

   e. the Airport or navigational facility which is the subject of this Agreement shall be controlled for a period of at least 20 years, and improvements made or acquired under this project shall be operated, repaired, and maintained in a safe and serviceable manner for the useful life of said improvements, not to exceed 20 years; and

   f. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds, and classes of aeronautical use without unjust discrimination between such types, kinds and classes and shall provide adequate public access during the term of this Agreement; and

   g. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and

   h. it shall not permit non-aeronautical use of airport facilities, without prior approval of the State/FAA, and must be identified on an approved Airport Layout Plan. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from -aeronautical to nonaeronautical and/or nonaeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the FAA, any of which will require 18 months, or longer; and

   i. through the fence access shall be reviewed and approved by the State; and

   j. it will acquire all property interests identified as needed for the purposes of this project and comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas or the FAA in connection with the federal grant in the acquisition of such property interests; and that airport property identified within the scope of this project and Attorney's Certificate of Airport Property Interests shall be pledged to airport use and shall not be removed from such use without prior written approval of the State; and

k. the Sponsor shall submit to the State annual statements of airport revenues and expenses as requested; and

l. all fees collected for the use of an airport or navigational facility constructed with funds provided under the program shall be reasonable and nondiscriminatory. The proceeds of such fees shall be used solely for the development, operation, and maintenance of the Sponsor's system of airport(s) or navigational facility(ites).

m. an Airport Fund shall be established by resolution, order, or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund shall be submitted to the State. Such fund may be an account within another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in said Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport or airport system purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

n. for federally funded projects any revenue from airport property mineral rights be identified as airport revenue; deposited to the airport fund and used for airport operations; and

o. the Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

p. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Texas Local Government. Code §§ 241.001 *et seq*. Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace unless Sponsor can show that acquisition and retention of such interests will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to such subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and

q. it will provide upon request of the State, the engineering or planning consultant, and the FAA copies of any maps, plans, or reports of the project site, applicable to or affecting the above project; and

r. after reasonable notice, it will permit the State, the FAA, and any consultants and contractors associated with this project, access to the project site, and will obtain permission for the State, the FAA, and consultants and contractors associated with this project, to enter private property for purposes necessary to this project; and

s. all development of an airport constructed with program funds shall be consistent with the Airport Layout Plan approved by the State and maintained by the Sponsor. A reproducible copy of such plan, and all subsequent modifications, shall be filed with the State for approval; and

t. it shall take all steps, including litigation, if necessary, to recover funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal and State funds have been expended. For the purposes of this grant agreement, the term "funds" means funds, however used, or disbursed by the Sponsor or Agent that were originally paid pursuant to this or any other grant agreement. It shall obtain the approval of the State as to any determination of the amount of such funds. It shall return the recovered share, including funds recovered by settlement, order, or judgment, to the State. It shall furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the funds or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such funds shall be approved in advance by the State.

2. The Sponsor certifies to the State that it will have acquired clear title in fee simple to all property upon which construction work is to be performed, or have acquired a leasehold on such property for a term of not less than 20 years, prior to the advertisement for bids for such construction or procurement of facilities that are part of the above project, and within the time frame of the project, a sufficient interest (easement or otherwise) in any other property which may be affected by the project.

3. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting the claim or liabilities which might be imposed on the State as the result of such activities by the Sponsor, the Sponsor's agents or employees.

4. The Sponsor's acceptance of this Offer and ratification and adoption of the Agreement incorporated shall be evidenced by execution of this instrument by the Sponsor, and the Agreement shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport. Such Agreement shall become effective upon execution of this instrument and shall remain in full force and effect for a period of at least 20 years.

5. The Sponsor and not the State shall, for all purposes, be the "Sponsor" of the project identified above as defined in Title 49 U.S.C. Sponsor agrees to assume responsibility for operation of the

facility in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures, or any other directives before, during and after the completion of this project.

6. The Sponsor shall have on file with the State a current and approved Attorney's Certificate of Airport Property Interests and Exhibit A property map.

7. The Sponsor shall have on file with the State, Attachment B, Certification Regarding Drug-Free Workplace Requirements, attached and made part of this agreement.

8. Unless otherwise approved by the State, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this special condition.

9. Except for instrument landing systems acquired with AIP funds and later donated to and accepted by the FAA, the Sponsor must provide for the continuous operation and maintenance of any navigational aid funded under the AIP during the useful life of the equipment unless the equipment is transferred by agreement to the FAA in accordance with 49 U.S.C. § 44502(e); The sponsor must check the facility, including instrument landing systems, prior to commissioning to ensure it meets the operational standards. The Sponsor must also remove, relocate, or lower each obstruction on the approach or provide for the adequate lighting or marking of the obstruction if any aeronautical study conducted under FAR Part 77 determines that to be acceptable; and mark and light the runway, as appropriate. The Federal Aviation Administration will not take over the ownership, operation, or maintenance of any sponsor-acquired equipment, except for instrument landing systems.

10. For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number 11. The sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. As a minimum, the program must conform to the provisions in Attachment C "Pavement Maintenance Management Program," attached and made part of this agreement.

11. the Sponsor agree that because State highway specifications will be used for airfield pavement construction instead of FAA standard specifications, it will not seek AIP grant funds or supplemental appropriation funds for the rehabilitation or reconstruction of airfield pavement included in this Grant Agreement for a period of 10 years after construction is completed unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons, per 49 U.S.C § 47015(c) or 47114(d)(5).

Part IV- Nomination of the Agent

1. The Sponsor designates the State as the party to apply for, receive, and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.

2. The State agrees to assume the responsibility to assure that all aspects of the grant are done in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures, or any other directives, except as otherwise specifically provided.

3. As required by Texas Transportation Code 22.018, when acting as the agent for Sponsor, State shall advertise for, select, and make contracts with, consultants and contractors in accordance with the law governing the making of contracts by the State.

4. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent for all such purposes, including, but not limited to:

Receiving and Disbursing Agent:

a. apply for, accept, receive, and deposit with the State Treasury any and all project funds granted, allowed, and paid or made available by the State and/or the United States under Title 49 U.S.C. and congressional appropriation;

b. receive, review, approve, and process Sponsor's reimbursement requests for approved project costs; and

c. pay to the Sponsor, from granted funds, the portion of any approved reasonable and eligible project costs incurred by the Sponsor that are in excess of the Sponsor's share.

d. receive, review, approve, and pay invoices and payment requests for services and materials supplied in accordance with State-executed contracts.

Contracting Agent:

e. advertise for services required for the project, including, but not limited to, professional engineering and/or planning services, construction, construction management, and materials acquisition; receive, open, and review bids; select the consultant; provide notification of contract award for professional services; and negotiate professional services contract terms as necessary; and execute, on behalf of the Sponsor, contracts related to this project;

f. participate in pre-bid and pre-construction conferences; and issue orders as it deems appropriate regarding construction progress, including but not limited to Notices to Proceed, Stop Work Orders, and Change Orders.

g. administer Disadvantage Business Enterprises (DBE) and/or Historically Underutilized Business (HUB) Programs in accordance with federal and state regulations.

Contract Management Agent:

h. exercise such supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order, or direction between the State and the Sponsor, any engineer, contractor, or materialman, the State shall issue a written order, which shall prevail and be controlling.

i. coordinate and review project plans, specifications, and construction; coordinate and conduct progress and final inspections.

Construction Phase:

j. review, approve and maintain record drawings.

PART V - Recitals

1. The State and the Sponsor shall obtain an audit as required by federal or state regulations.

2. The Sponsor, and not the State, shall be the contractual party to all construction and professional service contracts entered into for the accomplishment of this project. The power of attorney, as granted by the Sponsor to the State in Part IV - Nomination of Agent, is a limited power to perform acts in connection with airport improvements as specified in or necessitated by this Agreement.

3. The Sponsor agrees to pursue and enforce contract items, which are required by federal and/or state regulations, laws, and orders to insure satisfactory performance of contract vendors. Such items include, but are not limited to, bid bonds, payment bonds, and performance bonds. Pursuit and enforcement of contract items may require litigation and other remedies of law.

4. The United States and the State of Texas shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incidental to, compliance with this grant agreement.

5. This Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party. Furthermore, the State shall not be a party to any other contract or commitment, which the Sponsor may enter into or assume, or have entered into or have assumed, in regard to the above project.

6. If the Sponsor fails to comply with the conditions of the grant, the State may, by written notice to the Sponsor, suspend the grant in whole or in part. The notice of suspension shall contain the following:

   a. The reasons for the suspension and the corrective action necessary to lift the suspension;

   b. A date by which the corrective action must be taken;

   c. Notification that consideration will be given to terminating the grant after the corrective action date.

   In the case of suspension or termination, the Sponsor may request the State to reconsider the suspension or termination. Such request for reconsideration shall be made within 45 days after receipt of the notice of suspension or termination.

7. This Agreement is subject to the applicable provisions of Title 49 U.S.C., Title 3 of the Texas Transportation Code, and the Airport Zoning Act, Texas Local Government Code §§ 241.001 *et seq*. Failure to comply with the terms of this Agreement or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

   a. Of primary importance to the State is compliance with the terms and conditions of this Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that Sponsor is unwilling and/or unable to comply with any of the terms and conditions of this Agreement, the State may pursue any of the following remedies: (1) require a refund of any money expended pursuant to the Agreement, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any money expended on the project pursuant to the Agreement, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Agreement null and void, or (5) any other remedy available at law or in equity.

   b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of any of the provisions of this Agreement, is specifically set by Agreement of the parties in Travis County, Texas.

8. The State reserves the right to amend or withdraw this Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State, which extension shall not unreasonably be denied or delayed.

9. This Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities regarding this project and shall not be modified, amended, rescinded, or revoked unless such modification, amendment, rescission, or revocation is agreed to by both parties in writing and executed by both parties.

10. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including §§ 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

11. The Sponsor's acceptance of this Agreement and ratification and adoption of the Airport Project Participation Agreement shall be evidenced by execution of this instrument by the Sponsor. This Offer and Acceptance shall comprise a Grant Agreement, as provided by the Title 49 U.S.C., constituting the contractual obligations and rights of the United States, the State of Texas, and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided.

12. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the

legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

13. Termination

This agreement may be terminated in the following manner:

- by mutual written agreement and consent of both parties.
- by either party upon the failure of the other party to fulfill the obligations set forth herein.
- by the State if it determines that the performance of the Project is not in the best interest of the State.

If the contract is terminated in accordance with the above provisions, the Sponsor will be responsible for the payment of Project costs incurred by the State on behalf of the Sponsor up to the time of termination. The Sponsor will remit the required funds to the State within sixty (60) days from receipt of the State's notification.

Part VI - Acceptance of the Sponsor

City of Levelland and Hockley County, Texas, does ratify and adopt all statements, representations, warranties, covenants, and agreements constituting the described project and incorporated materials referred to in the Agreement, and does accept the Offer, and agrees to all the terms and conditions of the Agreement.

City of Levelland Texas
Sponsor

Barbara Pinkham

Sponsor Signature

Mayor

Sponsor Title

5-18-2024

Date

Hockley County, Texas
Sponsor

Sharla Baldridge

Sponsor Signature

Hockley County Judge

Sponsor Title

5/26/26

Date

Execution by the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

DocuSigned by:
EA0A4EF01FA5 *(Signature)*

Dan Harmon
(Typed Name)

Director, Aviation Division
(Title)

6/24/2026
(Date)

ATTACHMENT A

CERTIFICATION OF AIRPORT FUND

The Sponsor does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. Such fund may be an account as part of another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

City of Levelland, Texas
(Sponsor)

By: Barbara Pickering

Title: Mayor

Date: 5-18-2024

Hockley County, Texas
(Sponsor)

By: Sharla Baldridge

Title: Hockley County Judge

Date: 5/26/26

ATTACHMENT B

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:
(b) Establishing an ongoing drug-free awareness program to inform employees about-
(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant;
(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-
(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f),

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Levelland Municipal Airport

2338 US-385, Levelland, TX 79336

Check ____ if there are workplaces on file that are not identified here.

Signed: Signed by: James Fisher F3694A261DB3474... Dated: 6/23/2026

City Manager

Title

ATTACHMENT C

PAVEMENT MAINTENANCE MANAGEMENT PROGRAM

The Sponsor agrees to implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agree that the program will:

a. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

    1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

        i. Location of all runways, taxiways, and aprons;

        ii. Dimensions;

        iii. Type of pavement; and

        iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

    2. Inspection Schedule.

        i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

        ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

1. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
   i. Inspection date;
   ii. Location;
   iii. Distress types; and
   iv. Maintenance scheduled or performed
2. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the State as may be required.

Attachment D

Certification and Disclosure Regarding Potential Conflicts of Interest Certification Form

A sponsor must disclose in writing any potential conflict of interest to the Texas Department of Transportation. No employee, officer or agent of the sponsor shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer, or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements.

   Sponsor may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor discloses that it does have a potential conflict of interest, which is further explained below.

   ☐ Yes ☐ No

2. The sponsor maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No," the sponsor discloses that it does not have a written policy, which is further explained below.

   ☐ Yes ☐ No
3. Explanation of items marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Signature of Sponsor's Designated Official Representative: James Fisher

Date: May 26, 2026

ATTACHMENT E

ASSURANCES

AIRPORT SPONSORS

4/2025

A. *General.*

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. *Duration and Applicability.*

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

*2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.***

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

*3. **Airport Planning Undertaken by a Sponsor.***

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25,30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. ***Sponsor Certification.***
The sponsor hereby assures and certifies, with respect to this grant that:

1. *General Federal Requirements*

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]
l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]
v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

a. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

b. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

c. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

d. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

e. Civil Rights Restoration Act of 1987, P.L. 100-259.

f. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

g. Build America, Buy America Act, P.L. 117-58, Title IX.

h. Endangered Species Act – 16 U.S.C. 1531, et seq.

i. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

j. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

k. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

l. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension

(Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

a. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

b. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

1. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

2. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

3. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

a. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

4. ***Preserving Rights and Powers.***

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

1. ***Consistency with Local Plans.***

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

2. ***Consideration of Local Interest.***

   It has given fair consideration to the interest of communities in or near where the project may be located.

3. ***Consultation with Users.***

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

4. ***Public Hearings.***
   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary.
   Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

5. ***Metropolitan Planning Organization.***

   In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

6. ***Pavement Preventive Maintenance-Management.***

   With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

7. ***Terminal Development Prerequisites.***
   For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for

certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

1. ***Accounting System, Audit, and Record Keeping Requirements.***

   a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

   b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

2. ***Minimum Wage Rates.***
   It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

3. ***Veteran's Preference.***
   It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112.
   However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

4. ***Conformity to Plans and Specifications.***

   It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

1. ***Construction Inspection and Approval.***
   It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

2. ***Planning Projects.***

   In carrying out planning projects:

   a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

   b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

   c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

   d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

   e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

   f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

   g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

   h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

3. ***Operation and Maintenance.***

   a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

4. ***Hazard Removal and Mitigation.***
It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

5. ***Compatible Land Use.***
It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

6. ***Economic Nondiscrimination.***

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

a. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

b. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

c. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

d. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

e. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

f. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

g. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

7. ***Exclusive Rights.***
It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

1. ***Fee and Rental Structure.***
   It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

2. ***Airport Revenues.***
   a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
      1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
      2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
      3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

   b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

a. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

3. ***Reports and Inspections.***
It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

4. ***Use by Government Aircraft.***
It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

1. ***Land for Federal Facilities.***
   It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

2. ***Airport Layout Plan.***
   a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
      1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
      2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
      3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
      4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

   b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

   c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

      1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

      2. complies with the portions of the plan approved by the Secretary.

   d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
      1. eliminate such adverse effect in a manner approved by the Secretary; or
      2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

1. ***Civil Rights.***

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

    1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

    2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

    3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**[Selection Criteria: Sponsor Name]**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

a. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

   3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

   4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

      a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

      b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

b. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

c. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

2. *Disposal of Land.*

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;

   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);

1. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
2. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
3. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

3. ***Engineering and Design Services.***
If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction

management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

1. ***Foreign Market Restrictions.***

   It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

2. ***Policies, Standards, and Specifications.***
   It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of [Selection Criteria: Project Application Date].

3. ***Relocation and Real Property Acquisition.***

   a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

   b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

   c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

4. ***Access By Intercity Buses.***
   The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

5. ***Disadvantaged Business Enterprises.***

   The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

1. ***Hangar Construction.***

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

2. ***Competitive Access.***

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

3. ***Access to Leaded Aviation Gasoline***

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects:

http://www.faa.gov/airports/resources/advisory_circulars and

http://www.faa.gov/regulations_policies/advisory_circulars

I have read and agree to follow the attached FAA Grant Assurances.

City of Levelland and Hockley County, Texas
(Sponsor)

By: Barbara Pixley

Title: Mayor

Date: 5-18-2024

For more information, please consultant the AIP handbook.
https://www.faa.gov/airports/aip/aip_handbook/

Table 2-5 Duration and Applicability of Grant Assurances (Airport Sponsors)

Assurances that...	Include (by assurance # if applicable)...
d. Apply for the useful life of the project (not to exceed 20 years from the grant acceptance date) except in the case of a land acquisition grant, for which the useful life is indefinite and the assurance obligations do not expire.	#5 Preserving Rights and Powers #11 Pavement Preventive Maintenance (This applies to all of the airfield pavement on the airport, not just the specific pavement in the grant.) #19 Operations and Maintenance #20 Hazard Removal and Mitigation #21 Compatible Land Use #22 Economic Nondiscrimination #24 Fee and Rental Structure #27 Use by Government Aircraft #28 Land for Federal Facilities #29 Airport Layout Plan #36 Access by Intercity Buses #37 Disadvantaged Business Enterprises (See 49 CFR parts 23 and 26, since certain program requirements may extend the obligation beyond the 20 year period, while the DBE requirements for the project apply until the project is closed.) #38 Hangar Construction #39 Competitive Access
e. Last for as long as the airport is owned and operated as an airport	#23 Exclusive Rights #25 Airport Revenue #30 Civil Rights #31 Disposal of Land

Table 3-7 Minimum Useful Life

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles (unless listed separately below)	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. ARFF vehicles	15 years
h. ARFF structural gear (firefighting suits), which has less heat insulation than proximity gear (per the National Fire Protection Association 1971 Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting)	7 years
i. ARFF proximity gear (firefighting suits), which is also referred to as slicks, bunker, or turn out gear (per the National Fire Protection Association 1971 Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting)	5 years
j. NAVAIDs and Weather Reporting Equipment	15 years
k. Buildings	40 years
l. Land	Unlimited
m. Loading Bridges	20 years
n. Fencing	20 years

Attachment F
SPECIAL CONDITIONS

1. **Solid Waste Recycling Plan.** The State and Sponsor certify that it has a solid waste recycling plan as part of an existing Airport Master Plan, as described by 49 U.S.C. § 47106(a)(6).
2. **Airport Layout Plan (ALP).** The State and Sponsor understand and agree to update the ALP to reflect the construction to standards satisfactory to the FAA and submit it in final form to the State or the FAA, as described by 49 § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said ALP is an allowable cost within the scope of a project funded under this Grant Agreement, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an ALP in accordance with 49 U.S.C. § 47107(a)(16).
3. **Lighting.** The State and Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
4. **Temporary Navigational Aids.** The State and Sponsor agree that [Enter Type of Equipment] equipment is being acquired for temporary use to minimize disruptions to the airport during construction. The State and Sponsor further agree that upon construction completion of this project or at the point when this equipment is no longer needed for its intended use (but no later than the construction completion of the project), that the Sponsor will house this equipment in an interior enclosure. The State and Sponsor agree to make this equipment available, without cost, to be transferred to another airport or as directed by the FAA or the State, as applicable.
5. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The State and Sponsor understand and agrees that they will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of their DBE Program (reflecting compliance with 49 CFR Part 26, including any amendments thereto), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23, including any amendments thereto).
6. **Equipment Acquisition-if applicable.** The State and Sponsor understand and agree that any equipment acquired through this Grant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
7. **Friction Measuring Devices- if applicable .** The State and Sponsor agree that it will properly calibrate, operate, and maintain the friction measuring equipment. The friction measuring equipment and tow vehicle (if applicable) must not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities.
8. **Instrument Landing System and Associated Equipment in Project-if applicable.** The State and Sponsor agree that they will:
    a. Prior to commissioning, assure the equipment meets the FAA's standards; and
    b. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.
9. **Wildlife Fence-if applicable.** The State and Sponsor understand that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date this Grant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any reason.

10. **Update Accepted Exhibit "A" Property Map for Land in Project.** The State and Sponsor understand and agree to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA or State. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of a project funded under this Grant Agreement.

11. **Airport - Owned Visual or Electronic Navigation Aids in Project.** The State and Sponsor agree that they will:

    a. Provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment unless the equipment is transferred by agreement to the FAA in accordance with 49 U.S.C. § 44502(e);

    b. Prior to commissioning, assure the equipment meets the FAA's standards; and

    c. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

12. **Utility Relocation in Project-if applicable.** The State and Sponsor understand and agree that:

    a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA or State that the Sponsor is legally responsible for payment of such costs;

    b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility, which easement is perpetual or valid for the term of the project, and which includes a right of access; and

    c. The utilities exclusively serve the Airport that the Project supports.

13. **Obstruction Removal-if applicable .** The Sponsor agrees to clear Parcel(s) [Enter Parcel Numbers], as shown on Exhibit "A" Property Map, of the following obstructions: [Enter All Obstructions] prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures that results in an obstruction on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA.

14. **Pavement Maintenance Management Program.** The State and Sponsor agree to implement an effective airport pavement maintenance management program as required by Airport Sponsors Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The State and Sponsor further agree that the program will:

    a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

    b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

    c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

        i. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

1. Location of all runways, taxiways, and aprons;
2. Dimensions;
3. Type of pavement; and
4. Year of construction or most recent major reconstruction, rehabilitation, or repair.

ii. Inspection Schedule.

1. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
2. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

iii. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

1. Inspection date;
2. Location;
3. Distress types; and
4. Maintenance scheduled or performed.

iv. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

15. **Project Containing Paving Work in Excess of $500,000**. The State and Sponsor agree to:

a. Furnish a construction management program to the FAA or State prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

i. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

ii. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

iii. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);

iv. Qualifications of engineering supervision and construction inspection personnel;

v. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

vi. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the State or FAA.

c. Failure to provide a complete report as described above or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

16. **State Highway Specifications.** The State and Sponsor agree that because State highway specifications will be used for airfield pavement construction instead of FAA standard specifications, it will not seek Airport Improvement Program (AIP), Airport Infrastructure Grant (AIG), or supplemental appropriation grant funds for the rehabilitation or reconstruction of airfield pavement included in this Grant Agreement for a period of 10 years after construction is completed unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons, per 49 U.S.C §§ 47105(c) or 47114(d)(4).

17. **Maintenance Project Life.** The State and Sponsor agree that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The State and Sponsor further agree that Airport Improvement Program (AIP), Airport Infrastructure Grant (AIG), or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

18. **Protection of Runway Protection Zone - Airport Property.** The State and Sponsor agree to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The State and Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

19. **Plans and Specifications Approval Based Upon Certification.** The FAA, the State, and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the State's and Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The State and Sponsor understand that:

a. The State's and Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;

b. The FAA's acceptance of a State's and Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and

c. If the FAA determines that the Sponsor has not complied with its certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.

20. **Force Account.** The State and Sponsor agree that proposals to accomplish construction or engineering with the Sponsor's own personnel must receive approval from the FAA or State prior to Sponsor incurring costs and that no reimbursement payments will be made on that portion of this grant until the Sponsor has received FAA or State approval for the force account information.

21. **Fueling System - Use and Operation Requirements-if applicable.** A project funded under this Grant Agreement includes the installation of a new aviation fueling system. All revenue generated by this fueling system must be used for the operation and maintenance of the Airport at which the system is installed in accordance with the Grant Assurances, specifically Airport Sponsors Grant Assurances 24 and 25, codified at 49 U.S.C. § 47107(a)(13) and §§ 47107(b) and 47133, respectively. The fueling system established under this Grant Agreement, will be operated solely by the Sponsor and/or the Sponsor's employees, will not be included in any third-party exclusive use lease, and will not be used in any way that would result in the granting of an exclusive right. The State will require that the Sponsor is further obligated to operate and maintain the fueling system for the 20-year grant expected useful life, including meeting all local, state, and Federal regulations related to the fueling system.

22. **Revenue Producing Project-if applicable.** The State and Sponsor agree and understand that the State or Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the State and Sponsor agree not to seek AIP discretionary grant funds for the airside needs of the Airport for the two fiscal years following the fiscal year in which this Grant is issued. All revenue generated by a project funded under this Grant Agreement must be used for the operation and maintenance of the Airport in accordance with the Airport Sponsors Grant Assurances, 49 U.S.C. § 47133, and FAA's Policy and Procedures Concerning the Use of Airport Revenue (64 FR 7696, as amended).

23. **Buy American Executive Orders.** The State and Sponsor agree to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

24. **Usable Unit of Development.** The FAA and the Sponsor agree this Grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the airport Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the Sponsor receives any additional federal funding.

Motion by Commissioner Carter, second by Commissioner Graf, 3 votes no, that Commissioners Court approved the request of Chief Juvenile Probation Officer Scott Winn, for out-of-state travel authorization to attend the West Texas Chief's Conference in Ruidoso, New Mexico that takes place June 9 thru June 12, 2026. As per order recorded below.

THE STATE OF TEXAS **COMMISSIONERS' COURT**

COUNTY OF HOCKLEY **HOCKLEY COUNTY, TEXAS**

ORDER TO APPROVE OUT OF STATE TRAVEL

The Commissioners' Court of Hockley County has hereby approved the authorization request of Scott Winn, Chief Juvenile Probation Officer, for out-of-state travel to attend the West Texas Chief's Conference in Ruidoso, New Mexico that takes place June 9, 2026 thru June 12, 2026, **AND IT IS SO ORDERED**.

DONE IN OPEN COURT, on May 26, 2026, upon motion by Commissioner, Larry Carter and seconded by Commissioner, Seth Graf, and unanimously carried.

Sharla Baldridge
Sharla Baldridge, Hockley County Judge

Alan Wisdom
Alan Wisdom, Commissioner, Pct 1

Larry Carter
Larry Carter, Commissioner, Pct 2

Seth Graf, Commissioner, Pct 3

Absent
Tommy Clevenger, Commissioner, Pct 4

ATTEST: Jennifer Palermo
Jennifer Palermo, County Clerk,
Ex-Officio Clerk of Commissioners
Court of Hockley County, Texas

COMMISSIONER'S COURT
HOCKLEY COUNTY, TEXAS

Motion by Commissioner Wisdom, second by Commissioner Graf, 3 votes yes, 0 votes no, that Commissioners Court approved the budgetary line-item transfer as per the request of Hockley County Librarian, Shawna Lopez-Carpenter. As per order recorded below.

THE STATE OF TEXAS **COMMISSIONERS' COURT**

COUNTY OF HOCKLEY **HOCKLEY COUNTY, TEXAS**

ORDER TO APPROVE LINE ITEM TRANSFER

The Commissioners' Court of Hockley County has hereby approved that the line item transfer as requested by the Hockley County Library is authorized to be made **AND IT IS SO ORDERED**.

DONE IN OPEN COURT, on May 26, 2026, upon motion by Commissioner, Alan Wisdom and seconded by Commissioner, Seth Graf, and unanimously carried.

Sharla Baldridge

Sharla Baldridge, Hockley County Judge

Alan Wisdom

Alan Wisdom, Commissioner, Pct 1

Larry Carter

Larry Carter, Commissioner, Pct 2

Seth Graf, Commissioner, Pct 3

Absent

Tommy Clevenger, Commissioner, Pct 4

ATTEST: Jennifer Palermo

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

COMMISSIONER'S COURT
HOCKLEY COUNTY, TEXAS

HOCKLEY COUNTY
REQUEST FOR A LINE-ITEM TRANSFER

DATE: 5-18-16

TO: HONORABLE COMMISSIONERS COURT OF HOCKLEY COUNTY, TEXAS

FROM: Shawna Carpenter-Lopez

DEPARTMENT: Hockley County Memorial Library

I SUBMIT TO YOU FOR YOUR CONSIDERATION, THE FOLLOWING LINE ITEM TRANSFERS:

	FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM:	4000	Conference + Travel	4000.0650.4410	$402.00
TO:	4000	Dues/Memberships/ Subscriptions	4000.0650.4405	

Reason for request:
We would like to add an online learning subscription with "Educate Station" to our list of offered programs to aid our large homeschooling population with curriculum needs.

Note: This change in the budget for county purposes is in accordance with 111.011 "Changes in the Budget for County Purposes" of the Local Government Code.

Department Head Signature

Attest: County Clerk
(if Commissioners' Court Action)

Sharla Baldridge
Co Judge/Commissioners' Court Approval
(as needed)

Motion by Commissioner Graf, second by Commissioner Carter, 3 votes yes, 0 votes no, that Commissioners Court awarded a proposal for cleaning the services at the Hockley County Elections Office located at 710 Ave., H, Levelland Texas to Cleanco to clean once per week. As per order recorded below.

THE STATE OF TEXAS **COMMISSIONERS' COURT**

COUNTY OF HOCKLEY **HOCKLEY COUNTY, TEXAS**

ORDER TO ACCEPT BID CLEANING SERVICES AT THE HOCKLEY COUNTY ELECTIONS OFFICE

The Commissioners' Court of Hockley County has hereby approved and accepted the bid made by Cleanco (once per week) for cleaning services at the Hockley County Elections Office, **AND IT IS SO ORDERED.**

DONE IN OPEN COURT, this the 26th day of May, 2026, upon motion by Commissioner, Seth Graf and seconded by Commissioner, Larry Carter unanimously carried.

Sharla Baldridge, Hockley County Judge

Alan Wisdom, Commissioner, Pct 1

Larry Carter, Commissioner, Pct 2

Seth Graf, Commissioner, Pct 3

Absent
Tommy Clevenger, Commissioner, Pct 4

ATTEST:
Jennifer Palermo, County Clerk,
Ex-Officio Clerk of Commissioners
Court of Hockley County, Texas

COMMISSIONER'S COURT HOCKLEY COUNTY, TEXAS

Estimate

Date	Estimate #
5/20/2026	196

CleanCo Carpet Cleaning & Janitorial Services, Inc.
PO Box 399
Levelland, TX 79336
Phone: (806) 894-8888
Fax: (806) 894-3465
Email: Service@callcleanco.com

Ship To
Hockley County 624 Ave H Levelland, TX 79336

Item	Description	Qty	Rate	Total
Janitorial	Monthly Quote for Once per Week Janitorial Elections Office This price is for once per week services with exterior window cleaning performed once per month. The service will include trash removal, vacuuming all carpeted areas and rugs, sweep and mop all hard flooring, disinfect and wipe down all hard surfaced areas (counter tops, tables, sinks, faucets, fixtures, etc.) in common areas, and top to bottom cleaning of all restrooms and break rooms. Office spaces will include trash removal and vacuuming or mopping of floors. CleanCo provides all supplies and equipment needed to perform our services. Paper goods (toilet paper, paper towels, etc.), trash liners, and soap are not included, but can be billed as needed, if desired. CleanCo is bonded and insured. A Certificate of Insurance can be provided upon request.	1	475.00	475.00T

	Subtotal	$475.00
We look forward to doing business with you!	**Sales Tax (0.0%)**	$0.00
	Total	$475.00

Estimate

Date	Estimate #
5/20/2026	197

CleanCo Carpet Cleaning & Janitorial Services, Inc.
PO Box 399
Levelland, TX 79336
Phone: (806) 894-8888
Fax: (806) 894-3465
Email: Service@callcleanco.com

Ship To
Hockley County 624 Ave H Levelland, TX 79336

Item	Description	Qty	Rate	Total
Janitorial	Monthly Quote for Twice per Week Janitorial for Elections Office This price is for twice per week services with exterior window cleaning performed once per month. The service will include trash removal, vacuuming all carpeted areas and rugs, sweep and mop all hard flooring, disinfect and wipe down all hard surfaced areas (counter tops, tables, sinks, faucets, fixtures, etc.) in common areas, and top to bottom cleaning of all restrooms and break rooms. Office spaces will include trash removal and vacuuming or mopping of floors. CleanCo provides all supplies and equipment needed to perform our services. Paper goods (toilet paper, paper towels, etc.), trash liners, and soap are not included, but can be billed as needed, if desired. CleanCo is bonded and insured. A Certificate of Insurance can be provided upon request.	1	650.00	650.00T
			Subtotal	$650.00
	We look forward to doing business with you!		**Sales Tax (0.0%)**	$0.00
			Total	$650.00

SOUTHWEST CLEANING
Complete Janitorial Service

PROPOSAL PRICING

HOCKLEY COUNTY ELECTIONS
710 AVE. H
LEVELLAND, TX 79336

AGREEMENT AND TERMS

Southwest Cleaning

Southwest Cleaning shall be responsible for the upkeep and cleanliness of the properties listed below as set forth in this proposal. To protect both parties, all services are covered by Property Liability and Property Damage Insurance and Employees are covered by Texas Worker's Compensation. Southwest Cleaning shall provide its own cleaning supplies , materials and equipment. Paper goods and hand soap will be provided by the customer.

For these services **Hockley County** will be billed in accordance with the monthly breakdown listed below, not including applicable taxes. All rates shall remain unchanged unless an adjustment is agreed to by all parties. Billing is on the 1st of each month for the month of service and your payment is due by the 25th of that month. This agreement shall remain in effect for a period of 1 year, with the term of service commencing on **6/1/26** and ending on **5/31/27.** This contract will automatically renew for an additional one year term upon the same terms and conditions, unless either party to this agreement provides written notice of its desire to terminate this agreement within 30 days of the end of the then current term or renewal term. Termination of this agreement prior to expiration of the term can only be predicated on uncorrected service issues within the scope of services, as set forth herein. Prior to cancellation of services by the client, contractor must be notified in detail in writing of the issue and provided not less than fifteen (15) days to correct the issue. If the issue is not resolved, client shall provide a 30-day written notice of cancellation before terminating the agreement. Your use of our service indicates your understanding of this agreement and terms. During the term and for one (1) year thereafter, the customer **Hockley County** shall not encourage or solicit any employee, independent contractor, vendor, or client of Southwest Cleaning to leave or terminate its relationship with Southwest Cleaning for any reason.

710 Ave. H, Levelland, TX 79336

Monthly Service Charge for 1 Day Per Week Service: $450.00

Monthly Service Charge for 2 Days Per Week Service: $595.00

Christen Reyes
Operations Manager/JCS, Inc. Dba Southwest Cleaning
5/18/2026

Customer Signature_________________________________

Our Mission is to provide a consistent, affordable, quality service for our customers.
Our Commitment is to respond to our customers' needs and exceed their expectations.

Motion by Commissioner Carter, second by Commissioner Graf, 3 votes yes, 0 votes no, that Commissioners court approved the 2026 Interlocal Agreement for street maintenance and fire services between Hockley County and the City of Smyer, the City of Sundown and the City of Anton. As per Interlocal Agreements recorded below.

STATE OF TEXAS

COUNTY OF HOCKLEY

2026 INTERLOCAL AGREEMENT BETWEEN CITY OF SMYER, TEXAS AND HOCKLEY COUNTY, TEXAS

THIS INTERLOCAL CONTRACT is entered into this 7th day of May, 2026, by and between the COUNTY OF HOCKLEY, TEXAS, acting by and through its duly authorized representatives, the Hockley County Commissioners Court, Sharla Baldridge, 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 and Fire Service in accordance with Hockley County's Fire Service Agreement with the City of Levelland.

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 thirty (30) 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 in the form of payment of fuel and materials used.

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.
FIRE SERVICE PROVIDED BY HOCKLEY COUNTY

Hockley County will provide fire service inside the city limits of Smyer in accordance with Hockley County's Fire Service Agreement with the City of Levelland when the volunteer fire department cannot or needs assistance.

VI.
HOLD HARMLESS

Smyer will hold Hockley County Harmless for any damages, lawsuits, attorney fees, claims as a result of providing the Street Maintenance service and/or fire 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.

VII.
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.

VIII.
RESOLUTION

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

IX.
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.

X.
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.

XI.
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.

XII.
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.

XIII.
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 7th day of May, 2026.

COUNTY OF HOCKLEY, TEXAS

Sharla Baldridge

Sharla Baldridge, County Judge

City of Smyer, Texas

Gena Pittman

Gena Pittman, Mayor

Attest:

Jennifer Palermo

Jennifer Palermo, County Clerk

Andrew Torres

Andrew Torres Secretary

COMMISSIONER'S COURT HOCKLEY COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF HOCKLEY

2026 INTERLOCAL AGREEMENT BETWEEN CITY OF SUNDOWN, TEXAS AND HOCKLEY COUNTY, TEXAS

THIS INTERLOCAL CONTRACT is entered into this 12th of May, 2026, by and between the COUNTY OF HOCKLEY, TEXAS, acting by and through its duly authorized representatives, the Hockley County Commissioners Court, Sharla Baldridge, 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 and Fire Service in accordance with Hockley County's Fire Service Agreement with the City of Levelland.

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 thirty (30) 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 in the form of use of City water and equipment when available and necessary.

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.
FIRE SERVICE PROVIDED BY HOCKLEY COUNTY

Hockley County will provide fire service inside the city limits of Sundown in accordance with Hockley County's Fire Service Agreement with the City of Levelland when the volunteer fire department cannot or needs assistance.

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 and/or fire 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 12th day of May, 2026.

County of Hockley, Texas

Sharla Baldridge

Sharla Baldridge, County Judge

Attest:

Jennifer Palermo

Jennifer Palermo, County Clerk

City of Sundown, Texas

Jonathan Strickland, Mayor

Sylvia Garza

Sylvia Garza, Secretary

COMMISSIONER'S COURT
HOCKLEY COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF HOCKLEY

2026 INTERLOCAL AGREEMENT BETWEEN CITY OF ANTON, TEXAS AND HOCKLEY COUNTY, TEXAS

THIS INTERLOCAL CONTRACT is entered into this 4th of May, 2026, by and between the COUNTY OF HOCKLEY, TEXAS, acting by and through its duly authorized representatives, the Hockley County Commissioners Court, Sharla Baldridge, 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 and Fire Service in accordance with Hockley County's Fire Service Agreement with the City of Levelland.

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 thirty (30) 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 in the form of use of City water and equipment when available and necessary.

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.
FIRE SERVICE PROVIDED BY HOCKLEY COUNTY

Hockley County will provide fire service inside the city limits of Anton in accordance with Hockley County's Fire Service Agreement with the City of Levelland when the volunteer fire department cannot or needs assistance.

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 and/or fire 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 4 day of May, 2026.

County of Hockley, Texas

Sharla Baldridge

Sharla Baldridge, County Judge

City of Anton, Texas

Blake Cate

BLAKE CATE, Mayor

Attest:

Jennifer Palermo

Jennifer Palermo, County Clerk

COMMISSIONER'S COURT HOCKLEY COUNTY, TEXAS

Lisa Richardson

Lisa Richardson, Secretary

Motion by Commissioner Wisdom, second by Commissioner Graf, 3 votes yes, 0 votes no, that Commissioners Court approved the 2026 Interlocal Agreement between Hockley County and the City of Ropesville for road maintenance. As per Interlocal Agreement recorded below.

STATE OF TEXAS

COUNTY OF HOCKLEY

2026 INTERLOCAL AGREEMENT FOR ROAD MAINTENANCE
CITY OF ROPESVILLE, TEXAS AND HOCKLEY COUNTY, TEXAS

THIS INTERLOCAL AGREEMENT ("Agreement") is made by and between the COUNTY OF HOCKLEY, TEXAS ("Hockley County") and the City of ROPESVILLE, TEXAS ("Ropesville") on May 14, 2026..

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

WHEREAS, each party is a local government ("Governmental Unit") within the State of Texas; and this Agreement has been approved by the governing body of each respective entity, and the signatory below has been duly authorized to execute this Agreement on behalf of each respective entity; and

WHEREAS, the governing bodies of each Governmental Unit finds 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 agreement; and the performance of this agreement is in the common interest of both parties; and

WHEREAS the governing bodies of the above-named Government Units, both being a political subdivision of the State of Texas, desire to enter into an agreement whereby Hockley County, Texas will provide to Ropesville, Texas seal coating, street maintenance, and working of caliche roads within the city limits of Ropesville from time to time. Roads shall be mutually agreed upon by Hockley County and Ropesville. Material for seal coating, street maintenance and caliche will be the sole cost and expense of Ropesville. Hockley County will provide the labor and equipment for the seal coating, street maintenance and working caliche roads; and

WHEREAS, in return for seal coating, street maintenance and working caliche roads, which shall be mutually agreed upon by Hockley County and Ropesville, while Hockley County is working roads in Ropesville or in the greater Ropesville community, Ropesville agrees to provide Hockley County with two (2) loads of water per day but not to exceed four (4) loads per week. Said usage will be on a seasonal basis, and will only be utilized when the work so requires; and

WHEREAS, both the party performing a service and the party paying for the performance of governmental functions or services shall, respectively, render performance and make payments from current revenues legally available to the parties, and that consideration fairly compensates the performing party for the services performed under this contract.

NOW, THEREFORE, in consideration the mutual undertaking hereinafter set forth and for adequate consideration given, the parties 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 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. Written notice should be provided to the parties as follows:

Hon Sharla Baldridge
Hockley County Judge
802 Houston, Suite 101
Levelland, Texas 79336

Brenda Rabel, Mayor City
of Ropesville
P.O. Box 96
Ropesville, Texas 79358

III.

LIABILITY

The purpose of this Agreement is only to set forth the rights and duties of the parties regarding the governmental functions and services described. This Agreement does not create any right, benefit or cause of causation for any third party. By executing this Agreement, neither party waives, not shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury or death to any third party arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

IV.
RESOLUTION

This Agreement shall be executed by duly authorized officials of each party.

V.
ENTIRE AGREEMENT

This Agreement 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.

VI.
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 be Hockley County.

VII.
REMEDIES

No right or remedy granted herein or severed 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 written. Forbearance of indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

VIII.
SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision contained herein, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. Provisions III and VI shall survive termination, cancellation, expiration, or non-renewal of this agreement.

IX. APPLICABLE LAW

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

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized officers on the day and year written below on the 14 day of May, 2026.

County of Hockley, Texas

By: Sharla Baldridge
Sharla Baldridge, County Judge

Date Signed: 5/26/26

City of Ropesville, Texas

By: Brenda Rabel
Brenda Rable, Mayor

Date Signed: 5/14/26

Attest:

Jennifer Palermo
Jennifer Palermo, Hockley County Clerk

Susan Thompson
Susan Thompson, City Administrator

COMMISSIONER'S COURT HOCKLEY COUNTY, TEXAS

Motion by Commissioner Wisdom, second by Commissioner Graf, 3 votes yes, 0 votes no, that Commissioners Court Nunc Pro Tunc the agenda dated May 18, 2026 to correct item 6 to show the effective date that Amber Lambright begins as the new 4-H Extension Agent to July 6, 2026.

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

The foregoing Minutes of a Commissioner's Court meeting held on the 26th **day of** May**, A. D. 2026, was examined by me and approved.**

Commissioner, Precinct No. 1

Commissioner, Precinct No. 3

Commissioner, Precinct No. 2

Absent

Commissioner, Precinct No. 4

County Judge

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

COMMISSIONER'S COURT
HOCKLEY COUNTY, TEXAS