

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

Notice is hereby given that a Regular Meeting of the above named Commissioners' Court will be held on the 30th day of August, 2021 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 for approval the minutes of the Regular Meeting held at 9:00 a.m. on Monday, August 23, 2021.
2. Read for approval all monthly bills and claims submitted to the Court and dated through August 30, 2021.
3. Discussion/potential action concerning Airport Ground Lease Agreement.
4. Hear update from Adam Walker with Perdue Brandon Fielder Collins & Mott LLP on collections for the county.
5. Consider and take necessary action to approve the Election Judges for 2021-2022.
6. Consider and take necessary action to approve the consolidated precincts for the November 2021 election.
7. Consider and take necessary action to approve the 2022 Texas VINE Service Agreement Renewal.
8. Consider and take necessary action to approve the Annual Public Notice for Indigent Health Care for 2022.
9. Consider and take necessary action to nunc pro tunc item 4 on a previous agenda dated April 5, 2021 to reflect the year of execution of the 2021 Federal Poverty limit for Public Assistance as 2021 instead of 2020 due to typographical error.
10. Consider and take necessary action to approve Hockley County to enter into a Interlocal Agreement with Region 16 Education Service Center by joining TexBuy, a cooperative purchasing program for goods and services, through the adoption of a Board Resolution authorizing.
11. Discussion/potential action concerning Open Meetings and The Firearm Carry Act of 2021.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS.

BY: Sharla Baldrige
Sharla Baldrige, Hockley County Judge

FILED FOR RECORD
AT _____ O'CLOCK ___ M.

AUG 26 2021

Jennifer Palermo
County Clerk, Hockley County, Texas

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 26th day of August, 2021, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 26th day of August, 2021.

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



THE STATE OF TEXAS
COUNTY OF HOCKLEY

IN THE COMMISSIONER'S COURT
OF HOCKEY COUNTY, TEXAS

REGULAR MEETING
AUGUST 30, 2021

Be it remembered that on this the 30th day of August A.D. 2021, there came on to be held a Regular Meeting of the Commissioners Court, and the court having convened in Regular session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

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

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

Motion by Commissioner Carter, second by Commissioner Graf, 4 Votes Yes, 0 Votes No, that the Minutes of a Regular meeting of the Commissioner's Court, held on August 23, 2021, A.D. at 9:00 a.m., be approved and stand as read.

Motion by Commissioner Wisdom, second by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that all monthly claims and bills submitted to the court and dated through August 30, 2021, A.D. be approved and stand as read.

Motion by Commissioner Wisdom, second by Commissioner Clevenger, 4 votes yes, 0 votes no, that Commissioners Court approved the Airport Ground Lease Agreement. As per Agreement recorded below.

MEMORANDUM

TO: Honorable County Judge and County Commissioners
FROM: Erik Rejino
DATE: August 24, 2021
ITEM: Land Lease agreement for the Levelland Municipal Airport.

Over the past few years, significant investment has been made at the airport with FAA funds, TxDOT Aviation funds, and local funds. Some of the recent improvements have included the rehabilitation of the runway by conducting a fog seal and seal coat. Most recently an automated weather observing system (AWOS) was installed. An AWOS is a fully configurable airport system that provides continuous, real time information and reports on airport weather conditions. The AWOS provides real time information on items such as barometric pressure, wind speeds, wind gusts, visibility, precipitation, etc. This provides a great deal of flexibility and safety when it comes to pilots landing or taking off at the Levelland Municipal Airport.

In prior years we have made improvements to the fuel system and built an additional box hangar with multiple bays. Currently we have a waiting list for the existing t-hangars and the box hangars that the Airport rents out. The Airport Advisory Board met in late June to discuss several airport related items. One of those items was the need for additional hangars. However, building additional hangars is a challenge financially as we are currently saving the airport entitlement funds from FAA for a runway light project, which is a safety related project. The runway lights are due for an upgrade and have experienced increased maintenance related issues in recent years. Quality runway lights are critical to the airport and the safety of the airport. The next project that will be funded by TxDOT will be the runway lights which is planned for the 2023 fiscal year. While this is a great investment for the airport, the FAA entitlement funds that we have been accumulating will be completely utilized by this project which will leave limited funding for other projects like additional hangars.

The discussion with the Airport Advisory Board related to hangars at the last meeting was to refocus on land leases. By focusing on encouraging land leases, the potential for additional private hangars becomes a possibility. The advantage of a private hangar is the cost is the sole responsibility of the individual leasing property at the Levelland Municipal Airport. In addition, the private hangar, unlike the City/County owned hangars, becomes taxable and generate additional revenue on the tax rolls. Another advantage is that additional aircrafts are then rendered at the Levelland Airport which results in additional aviation activity at the airport which will also contribute towards fuel sales and other aviation activity.

The Airport Advisory Board is recommending that the Council and Commissioner's approve a standard land lease for the Levelland Municipal Airport. The proposed standard land lease lines the

Levelland Municipal Airport up with other competing airports. The goal behind a new standardized land lease agreement is that we are competitive with similar size airports which will hopefully encourage more land leases with additional private hangars and more aviation traffic at the airport. The proposed land lease rate is \$0.015 per square foot.

The City Council took action at the Council meeting on August 23rd and approved the land lease as recommended by the Airport Advisory Board. At this time we are asking that the County do the same.

STATE OF TEXAS §
 §
COUNTY OF HOCKLEY §

AIRPORT GROUND LEASE AGREEMENT

THIS AIRPORT GROUND LEASE AGREEMENT (the "Agreement" or "Lease") is entered into this _____ day of _____, by and between the City of Levelland, Texas and Hockley County, the joint owners of the Levelland Municipal Airport ("Airport"), by and through the manager of the Levelland Municipal Airport, Levelland Aero Service, Inc., a Texas corporation whose address is 2321 S Hwy 385, Levelland, TX 79336, ("Lessor") and _____ the "Lessee", an individual/corporation/ whose address is _____.

IN WITNESS WHEREOF, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Lease of Hangar Site. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Airport hangar site described at Exhibit A (the "Leased Premises" or "Premises") for the purposes set forth in this Agreement. The Leased Premises will be used to store the following aircraft ("Aircraft"):

An "Aircraft" shall also include any aircraft that Lessee owns or leases (or that is subject to an authorized sublease) when approved in writing in advance by Lessor. Lessee shall provide proof of the ownership or lease of any Aircraft upon Lessor's request. The Aircraft identified above are the Aircraft approved by Lessor upon entering this Agreement, and Lessee shall provide the same information to Lessor in writing when requesting approval for any subsequent Aircraft. A Lessee may store additional aircraft not owned or leased by Lessee upon approval by the Lessor and providing adequate Hangar-Keeper's liability insurance.

2. Use of Leased Premises. The Leased Premises shall be used for the sole purpose of constructing a hangar for storing the purpose of storing the Aircraft and for actual storage of the Aircraft including related equipment incidental to the storage of the Aircraft and for no other purpose. Lessee will be allowed to park Lessee's personal vehicle in the Leased Premises during such time that Lessee is using the Aircraft. Lessee shall not make, construct, permit or suffer any other additions, improvements or alterations to the Leased Premises without prior written consent of Lessor. **Under no circumstances during the term of this**

Lease shall Lessee use the Leased Premises for storage of any personal items or affects or for anything not directly associated to the storage of the Aircraft. Further Lessee shall not use or cause to be used on the Leased Premises any hazardous or toxic substances or materials, or store or dispose of any such substances or materials on the Leased Premises.

3. Term. Subject to earlier termination as provided below in this Agreement, the term of this Agreement shall be for a period of ten (10) years beginning on _____ and end on _____. The first day of the term of this Agreement shall be the Effective Date.
4. Termination for Convenience for Sale of Hangar. Lessee may sell all of Lessee's interests in the improvements that Lessee owns on the Premises to a third party who is approved by Lessor (in Lessor's sole discretion, which approval shall not be unreasonably withheld) and who enters a lease agreement with Lessor on terms offered by Lessor, and this Agreement shall automatically terminate at the time when such third party's lease for the Premises commences.
5. Rental.
 - A. Amount Due. Lessee covenants to pay annual rent to Lessor for Lessee's lease of the Premises in the amount of _____ Dollars and NO/100 (\$_____.00) based on a _____ cent per square foot rate commencing on the Effective Date. Lessor and Lessee agree that Lessee's annual rent shall increase each year (or fraction of a year) when this Agreement is in effect, and the amount of such increase shall be two percent (2%) of the annual rent due in the previous year. Once timely paid, annual prepaid rent shall not be adjustable and shall be considered rent paid in full for the annual period. The rent for any fraction of a year shall be prorated.
 - B. Payments Due. Annual rent payments shall be payable in advance and due on or before January 1st of each year during the term of this Agreement.
 - C. Additional Rent. Any sum other than the rent described above that Lessee is obligated to pay to Lessor arising from or relating to this Agreement or Lessee's use, occupancy, or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges, and utility charges.
 - D. Past Due Amounts. If Lessee fails to pay when due any amount required to be paid by Lessee under this Agreement, such unpaid amount shall bear interest equal to the the prime rate last published in the *Wall Street Journal* plus two percent (2%) per annum from the due date of such amount to the date of payment in full, with interest.
 - E. Payment. Any amount due in connection with this Agreement or the use of the Airport shall be due without prior notice or demand, except when notice is necessary to make Lessee

aware of an amount due, and shall be paid without offset, abatement, or deduction. Lessor shall first apply any sum paid to past due rent (beginning with the most recent amount due). No statement on any check or elsewhere shall be deemed to create an accord and satisfaction. Lessor may accept any payment (including, but not limited to, past due amounts and related charges) without prejudice to Lessor's rights to recover any sum or pursue other remedies provided by this Agreement or by law and without waiving any default under this Agreement. If any check paid on behalf of Lessee is dishonored by a bank, Lessee shall pay all charges that the bank may assess to Lessor plus a service charge of Fifty Dollars (\$50.00) per occurrence. If Lessor pays any amount on behalf of Lessee (including, but not limited to, civil penalties assessed in connection with Lessee's use of the Airport), such amount shall constitute an advance by Lessor to Lessee and Lessee shall promptly reimburse Lessor upon demand by Lessor. Lessor has the right to apply any sum paid by Lessee to any obligation that Lessee owes to Lessor (whether or not in connection with this Agreement).

6. Right of Ingress and Egress. So long as Lessee is not in breach of this Agreement, Lessee shall have at all times the right of ingress to and egress from the Leased Premises. To ensure this right, Lessor shall make all reasonable efforts to keep adjacent areas to the Leased Premises free and clear of all hazards and obstructions, natural or manmade.
7. Lessee's Improvements.
 - A. Authorized Improvements. Subject to the terms of this Agreement, Lessee has the right to construct or maintain a hangar and other aviation-related improvements on the Premises. Lessee shall not make or cause to be made to the Premises any alteration or improvement without Lessor's prior written consent (in Lessor's sole discretion). All construction shall comply with the requirements of this section. Lessee shall not alter or improve any area of the Airport that is not leased by Lessee.
 - B. Title to Improvements. During the term of this Agreement, all portions of the hangar and any other improvements that are constructed or acquired by Lessee shall be and remain the personal property of the Lessee.
 - C. Authorization. Lessee shall not commence any construction on the Premises without Lessor's prior written consent for all work to be conducted. Lessee shall submit plans, a schedule, and a budget to Lessor when making any request to construct improvements. Lessor may request any information, request modifications, consent to, or deny Lessee's request in Lessor's sole discretion. For any authorized project, Lessee shall provide Lessor with copies of all plans, specifications, and construction documents during the progress of the work, and the matters contained therein shall be subject to Lessor's consent. Lessee shall make no changes to the work without Lessor's prior written consent.
 - D. Required Construction Standards and Permits. All work shall be performed in a good and workmanlike manner, and shall be equal to or greater than the quality of the original materials, workmanship, and appearance of similar work performed by Lessee, or by Lessor elsewhere at the Airport. Work shall be performed by qualified and properly

licensed personnel. All work shall conform to applicable laws and regulations, including, but not limited to all building and fire codes adopted by the City of Levelland including complying with all permits, and plan check requirements as the same may be adopted by the City of Levelland, as well as any applicable federal or state laws. Lessee shall not commence construction for a hangar or other authorized improvement without first obtaining a City of Levelland building permit and an FAA determination pursuant to FAA Form 7460- 1 that is acceptable to FAA and Lessor. Work shall be performed in a safe manner, and Lessor shall have the right, but not the duty, to stop any work until safety conditions can be investigated and implemented. The work site shall be secured consistent with industry standards at airports during the performance of the work.

- E. Coordination. Lessee shall coordinate all work with the Lessor, and shall minimize any disruption to Airport activities, Lessees, and users. Lessor shall have the right, but not the duty, to direct that Lessee and Lessee's Associates cease activities or revise work plans to avoid disruption. Lessee and Lessee's Associates shall meet with Lessor as requested by Lessor as the work progresses and provide Lessor with information as Lessor may require. Lessor may require Lessee to comply with other measures that are in Lessor's interests in connection with any construction activities.
- F. Indemnification, Insurance, and Bonds. Lessee shall cause Lessee's Associates who are performing any work relating to constructing improvements to provide the following:
- Indemnity. Lessee shall require such associates to indemnify Lessor in connection with Lessor's interests consistent with the indemnity obligation of Section 14.
 - Insurance. Lessee shall provide or shall require such associates to provide builder's risk coverage to insure the improvements constructed on the Premises to the extent of not less than one hundred percent (100%) of such improvements' full insurable value using the all risk form of protection, as well as general liability, auto and workers compensation insurance coverage to cover such work. Lessee shall also require design professionals to provide errors and omissions coverage in an amount not less than one million dollars (\$1,000,000). All such insurance shall comply with and be subject to Lessor's insurance requirements including, but not limited to, those set forth in Section 11.
 - Bonds. Lessee shall provide or shall require such associates to provide payment and performance bonds in amounts covering not less than one hundred percent (100%) of the contract price of such improvements and in a form acceptable to Lessor. All such bonds shall name Lessor as a co-obligee.
- G. Agreement Applicable to Work. The provisions of this Agreement shall apply to all work pursued by Lessee to construct improvements, regardless of whether such work commences or concludes before the Effective Date or after any expiration or termination of this Agreement (including, but not limited to, Lessee's indemnity, waiver, and insurance obligations under Section 14 and repair obligations, provisions prohibiting liens, and provisions requiring compliance with all applicable laws and regulations). Lessee shall provide for compliance with this Agreement's requirements by Lessee's Associates who are performing any work relating to constructing improvements.

- H. Default for Failure to Complete. Lessee shall comply with the construction schedule approved by Lessor. If such construction is not completed materially within any times required by Lessee's approved schedule, or if for any reason Lessee fails to complete construction within forty-five (45) days of Lessee's approved date for substantial completion, Lessee shall be in default under this Agreement and Lessor shall have all of the rights set forth in this Agreement regarding a forfeiture in addition to all other remedies. Upon any default, Lessee shall turn over to Lessor copies of all records associated with the work and shall work cooperatively with Lessor.
- I. Final Submittals. Lessee shall submit the following to Lessor within ninety (90) days of receiving a certificate of occupancy:
- Certified Financials. Lessee shall submit a statement of construction costs certifying the total construction cost of any improvement in a form reasonably required by Lessor.
 - Free of Liens. Lessee shall submit a statement that the Premises and Lessee's improvements are free and clear of all liens, claims, or encumbrances (except when specifically authorized in the manner permitted under this Agreement).
 - As-Built Drawings. Lessee shall submit at its expense a complete set of accurate "as-built" plans and specifications for Lessee's improvements constructed at the Airport. Such plans and specifications shall include one set of bond paper "record" drawings and electronic drawings that conform to a format and to standards specified by Lessor.
- J. Release by Previous Lessees or Users. If Lessee was previously a Lessee or user at the Airport, Lessee agrees that as of the Effective Date, all agreements and other interests between Lessee and Lessor regarding the Airport shall terminate (if not terminated sooner); provided that Lessee shall remain liable to Lessor for any matter arising from or relating to Lessee's use, occupancy, or operations at the Airport prior to the Effective Date. Lessee hereby releases, acquits, and forever discharges Lessor and its officers, employees, and agents from and against any and all losses, liabilities, claims, and causes of action, of every kind and character, that Lessee may have against Lessor arising from or relating to the Airport, whether the same are presently known or unknown and whether or not the same have been or could have been discovered as of the date of this Agreement.
8. Default/Termination.
- A. Lessee's Right to Terminate. Lessee may terminate upon Lessor's breach of any of the terms, covenants or conditions of this Agreement to be kept, performed and observed by Lessor, and the failure of Lessor to remedy such breach for a period of thirty (30) days after written notice from Lessee of the existence of such breach.
- B. Lessor's Right to Terminate. Lessor may terminate upon the happening of any of the following:
- i. If the Lessee makes an assignment for the benefit of creditors; or files a voluntary petition of bankruptcy; or if proceedings in bankruptcy are instituted

against Lessee and Lessee is thereafter adjudicated as bankrupt pursuant to such proceedings; or if a receiver for Lessee's assets is appointed; or if Lessee petitions or applies to any tribunal for the appointment of a trustee or receiver for Lessee under any bankruptcy, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect.

- ii. If Lessee shall abandon and discontinue operations under this Agreement.
- iii. If Lessee shall default in or fail to make any rental payments at the time and in the amounts required under this Agreement.
- iv. If Lessee shall fail to perform, keep and observe all of the covenants and conditions contained in this Agreement to be performed, kept and observed by Lessee.
- v. If Lessee shall fail to abide by all applicable laws, ordinances, rules and regulations of the United States, State of Texas and the City of Levelland including all applicable Federal Aviation Administration regulations regarding the Aircraft.

Except where this Lease specifically provides for termination in a different manner, Lessor shall give thirty (30) days written notice to Lessee to correct or cure any such default, failure to perform or breach. If the default, failure to perform or breach complained of shall not have been corrected in a manner satisfactory to Lessor within thirty (30) days from the date of receipt such notice, Lessor shall have the right, at once and without further notice to Lessee, to declare this Lease terminated and to enter upon and take full possession of the Leased Premises. Furthermore, if this Lease is terminated pursuant to §8(B)(i) of this Lease, this Lease shall be deemed to be breached by Lessee and thereupon "ipso facto," and without entry or any other action by Lessor, shall automatically terminate and be reinstated only if such involuntary bankruptcy or insolvency proceedings, trusteeship, receivership or other legal act divesting Lessee of its rights under this Agreement ("Bankruptcy Event") shall be denied, set aside, vacated or terminated in Lessee's favor within thirty (30) days of such Bankruptcy Event. Upon the happening of any event outlined in §8(B)(i), this Agreement shall be reinstated as if there had been no breach of this Agreement due to a Bankruptcy Event, provided that Lessee shall, within ten (10) days after the final denial, vacating or setting aside of such bankruptcy petition, or the vacating, terminating or setting aside of such trustee or receiver appointment, perform all obligations under the Agreement and pay or discharge any and all sums of money which may have accrued or become payable under this Agreement.

9. Operation of Aircraft. Lessee is solely responsible for operating, insuring, and maintenance of the Aircraft in accordance with the applicable Federal and State aviation regulations including, but not limited to any applicable Federal Aviation Administration regulations and guidelines.

10. Airport Rules and Regulations. Lessee agrees to comply with the Levelland Municipal

Airport rules and regulations. Lessee will receive written notice of any change to the rules and regulations 15 days prior to their effective date.

11. Insurance. Lessee shall maintain at all times during the term of this Lease, and during any extension thereof, at its sole expense, with an insurance underwriter authorized to do business in the State of Texas, adequate insurance against claims of public liability and property damage resulting from Lessee's activities on the Leased Premises. The amount of insurance coverage shall not be less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) for property damages as a result of any one event, or less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) for personal injury or death of any one person in any one event, or less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for personal injury or death of two or more persons in any one event. All policies shall contain an agreement on the part of the respective insurers waiving the right of such insurers to subrogation. Certificates of insurance or other satisfactory evidence of insurance shall be filed with Lessor upon commencement of the term of this Lease. Each policy shall name the City of Levelland, Texas, as an additional insured as its interest may appear, require the insurer to notify Lessor of any alteration, nonrenewal or cancellation, and remain in full force and effect until at least thirty (30) days after such notice of alteration, nonrenewal or cancellation is received by Lessor. Prior to the renewal date of each policy owned by Lessee, separate evidence of renewal shall be provided to Lessor.
12. Inspection/Right of Entry of Leased Premises. During the term of this Lease and during any extension thereof, Lessor, acting by and through its designated representatives, shall have the right to enter for purposes of consultation with Lessee and to inspect the Leased Premises during normal business hours or any time in the event of an emergency. Such inspections shall not unreasonably interfere with Lessee's use of the Leased Premises.
13. Maintenance on Aircraft. Pursuant to FAA order 5190.6A - Airport Compliance Requirements -Lessee, with its own equipment and employees or agents, shall be allowed to perform maintenance on the Aircraft within the Leased Premises, provided that is not done in a manner that would be unsafe, unsightly or detrimental to the efficient use of the airport facilities by others. Lessee will dispose of used oil only in an approved place and manner.
14. Indemnity. Lessee shall indemnify, hold harmless and defend the City of Levelland, Hockley County, Lessor, and each party's respective officers, servants, employees, successors, assigns, contractors and agents of and from any and all claims, environmental claim (as defined below), demands, costs, liabilities, losses, damages and expenses, including reasonable attorneys' fees, arising from the conduct or management of Lessee's business or Lessee's possession and use of the Leased Premises, or from any negligent act or omission by Lessee, including any claim, demand, liability, loss, damage or expense, including attorney's fees, arising by reason of the injury to or death of any person or persons or by reason of damage to any property caused by the condition of the Leased Premises, the parking or storage of Lessee's Aircraft, vehicles or equipment on the Leased Premises, the condition of any improvements or personal property in or on

the Leased Premises, or the acts or omissions of Lessee, or Lessee's agents, servants, employees, contractors, guests, or invitees on or about the Leased Premises.

“Environmental Claim” shall mean any claim, demand, action, suit or proceeding for the injury, disease or death of any person (including, without limitation, the Lessee, or the Lessee’s successors, assigns, employees, agents and/or representatives), property damage, damage to the environment, or damage to natural resources made, arising or alleged to arise under, or relating to, any federal, state or local environmental law, regulation or rule. Environmental Claim includes any damages, settlement amounts, environmental cleanup liability, fines and penalties assessed or costs of complying with any orders or decrees of courts, administrative tribunals or other governmental entities associated with resolving such claims, demands, actions, suits or proceedings and any costs, expenses and fees, including, without limitation, reasonable attorney’s fees incurred in the investigation, defense and resolution of such claims, demands, actions, suits and proceedings.

15. Fire Damage/Natural Calamity. In the event the Leased Premises are damaged by fire or other natural calamity or accidental cause during the term of this Agreement or during any extension thereof, so as to become totally unusable, Lessor shall have the option to restore such Leased Premises. If Lessor exercises its option to restore the same within sixty (60) days, Lessor shall proceed with due diligence. If the Lessor determines that damage is so extensive as to amount practically to the total destruction of the utility of the Leased Premises for the purposes expressed in this Agreement, Lessee’s obligation to pay rentals hereunder shall abate for the time and to the extent that the Leased Premises have been rendered unusable. Should Lessor not exercise its option to restore the Leased Premises, this Lease shall terminate, such termination to be effective on the date of damage by fire or other accidental cause, and all rentals due pursuant to this Agreement shall be apportioned to that date.
16. Surrender of Possession/Ownership. On or before the date of expiration of this Agreement, Lessee shall vacate the Leased Premises and remove all of its property, vehicles and equipment from the Leased Premises. If, however, this Lease is terminated pursuant to Section 8, Lessee shall vacate the Leased Premises, remove said property, and restore the Leased Premises, and any improvements, facilities and equipment thereon as aforesaid within thirty (30) days following the date of such termination; provided, however, that Lessee’s right to remove its property is subject to the condition that Lessee has paid in full all amounts due and owed to Lessor under this Agreement. If Lessee shall fail or neglect to remove said property and so restore the Leased Premises and all improvements, facilities and equipment thereon on or before said expiration date or within thirty (30) days of such termination, the Lessor may cause such property to be removed, the Leased Premises and any improvements included thereon to be restored at the expense of Lessee, and no claim for damages against the Lessor, or its officers, agents or employees shall be created or made on account of such removal and restoration. Further, in the event the Lessee fails to pay this expense within thirty (30) days, such property will be deemed abandoned and title will vest

in Lessor; however, this shall in no way relieve the Lessee of the debt incurred. Lessee shall pay a sum equal to the rentals stipulated herein, prorated to the period of time that Lessee's property remains on the Leased Premises after expiration or termination of this Agreement.

17. Waiver. The failure of Lessor or Lessee to insist in any one or more instance upon performance of any of the terms, covenants or conditions of this Lease shall not be construed as a waiver or relinquishment of the future performance of any such terms or conditions, and either party's obligation with respect to such future performance shall continue to be in full force and effect. Furthermore, the acceptance of rentals by Lessor after Lessee's failure to perform, keep or observe any of the terms, covenants or conditions of this Lease shall not be deemed a waiver by Lessor to cancel this Agreement for such failure.

18. Holding Over. In the event Lessee remains in possession of the Leased Premises after the expiration of this Agreement, without any written renewal or extension of this Agreement, such holding over shall not be deemed as a renewal or extension of this Lease, and this Lease may be terminated at any time by Lessor.

19. Notice. All notices and requests required or authorized under this Agreement shall be in writing and sent by certified mail, return receipt requested, to the address for that party stated in the beginning of this Agreement, or sent by facsimile or electronic transmission with receipt acknowledged, to the address or phone number provided for that purpose or to any other address or number previously furnished in writing for such purpose to all the parties hereto.

20. Assignment and Subletting. This Agreement may not be transferred or assigned without written authorization signed by Lessor and Lessee. The Lessee may not sublet the Leased Premises without written consent of Lessor and such consent may not be unreasonably withheld.

21. Governing Law/Venue. It is further understood that the provisions of this Agreement are contractual and not mere recitals and that this Agreement shall be governed by and will be construed by the laws of the State of Texas. **This Agreement is to be construed under Texas law, and all obligations of the parties created by this Lease are performable in Hockley County, Texas. Venue for any action brought pursuant to this Agreement, or any activity contemplated hereby, shall lie exclusively in Hockley County, Texas.**

22. Federal Provisions.

A. Nondiscrimination Regarding USDOT Programs. Lessee for itself, successors in interest,

and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

- B. Nondiscrimination Regarding Facilities, Improvements, and Federally – Funded Activities. Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and Regulations, and shall obtain such compliance from any sublessees or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).
- C. No Exclusive Rights. Nothing in this Agreement shall be construed to grant to Lessee any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Lessee's exclusive use as provided herein).
- D. Agreement Preserves Authority's Compliance. This Agreement shall be interpreted to preserve Lessor's rights and powers to comply with Lessor's Federal and other governmental obligations.
- E. Subordination to Authority's Government Commitments. This Agreement is subordinate to the provisions of any agreement between Lessor and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of Lessor entering any agreement or participating in any program applicable to the Airport (including, but not limited to, those providing funding), Lessee agrees to consent to any such modification. If a governmental authority determines that any act or omission of Lessee or Lessee's Associates has caused or will cause Lessor to be non-compliant with any of Lessor's government commitments (including, but not limited to, any assurances

or covenants required of Lessor or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve Lessor's compliance with the same. Without liability to Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

23. Attorney Fees. In the event any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, a reasonable sum for the successful party's attorney's fees.

24. Severability. The invalidity of any portion of this Agreement shall not affect the validity of the remaining portions thereof.
25. Paragraph Headings. The headings to the paragraphs to this Agreement are solely for convenience and may have no substantive effect on the Agreement nor are they intended to aid in the interpretation of the Agreement.
26. Subordination of Agreement. This Agreement shall be subordinate to the provisions of any existing or future Agreement between the Lessor and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.
27. Entire Agreement. This Agreement constitutes the entire agreement and understanding between these parties. No statements, promises, or inducements made by any party to this Agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This Agreement may not be enlarged, modified or altered except in writing signed by the parties.
28. No Joint Venture/Partnership. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between Lessee and Lessor. The rights and obligations of the parties are to be governed strictly by this Agreement and it is not intended that there shall be any lending of credit by one party to the other or that either party shall be entitled to create any obligation binding on the other party not specifically provided for herein. Nothing herein shall be construed as a loan or pledge of credit or assets by the City of Levelland as prohibited by Article 3, Section 52 of the Texas Constitution or otherwise.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

**LESSOR: City of Levelland
Hockley County**

LESSEE:

By: _____

By: _____

Hear update from Adam Walker with Perdue Brandon Fielder Collins & Mott LLP on collections for the county.



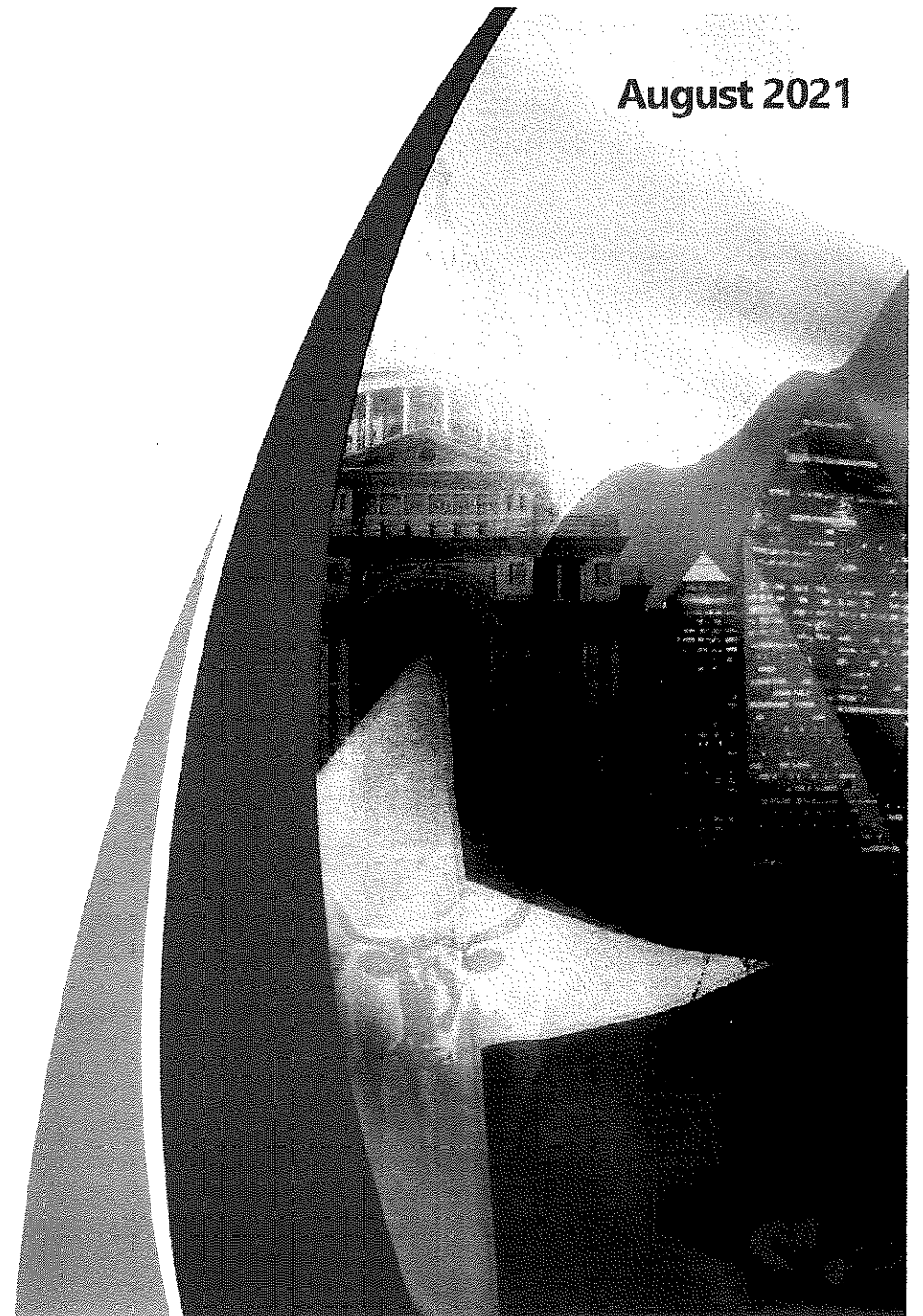
August 2021

Hockley County Fine & Fee Collection Report

Submitted by: Adam Walker

Perdue Brandon Fielder Collins & Mott, LLP

www.pbfc.com





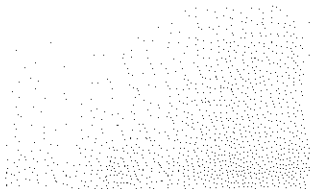
PERDUE BRANDON

ATTORNEYS AT LAW

Perdue Brandon's long-term presence in Hockley County has allowed us to develop and maintain a data base critical to fine & fee collection performance. Our current and historical data base of both local and regional court representation as well as delinquent tax collections throughout the South Plains is unmatched by other collection firms or agencies.

Our data base is a compilation of fully researched address information and successfully collected cases in the South Plains region. This advantage to Hockley County is a product of our decades-long collection work in Hockley County and the South Plains.

Pair this local presence with our 14 fully staffed offices across the state and Perdue Brandon provides the necessary resources to sustain the outstanding performance shown to date.





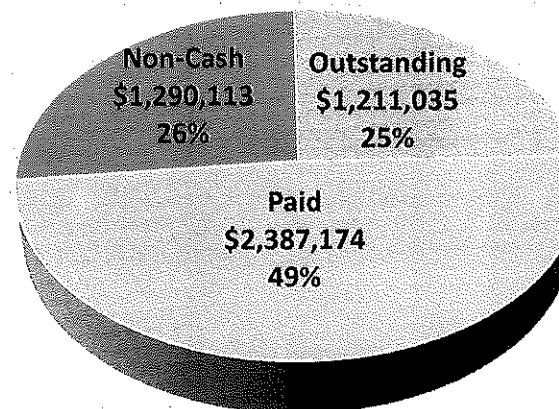
PB | **PERDUE BRANDON**

ATTORNEYS AT LAW

Perdue, Brandon, Fielder, Collins, & Mott L.L.P
Collection Report as of August 1, 2021
Hockley County JP Offices

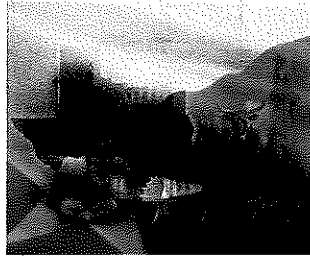
Total Turnover \$	Total Defendants	Total Dockets	Total Cash	Total Non-Cash	Total Liquidated	Letters Mailed	AddrCorr Made
\$4,888,322.07	10,564	18,295	\$2,387,174.09	\$1,290,112.62	\$3,677,286.71	99,872	16,610

Hockley County



Perdue, Brandon has represented Hockley County in the collection of delinquent court fines & fees since 2004. During that period Perdue, Brandon has liquidated 75% of the total dollar amount turned over.

This report is expressly limited to amounts derived from the Court(s) as to fines and fees which were more than 60 days delinquent when turned over to PBFCM pursuant to Article 103.0031, Texas Code of Criminal Procedure; and complies with all relevant provisions of the Texas Disciplinary Rules of Professional Conduct governing attorneys at law.



PERDUE BRANDON

ATTORNEYS AT LAW

In County/Out of County Docket Comparison

Local Presence with State-Wide Resources

The two charts shown on the next page show a comparison of in county turnover and collection rate vs. out of county turnover and collection rate. These numbers are based on defendants that have been turned over by the county for collections.

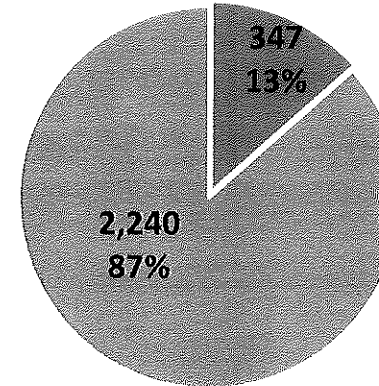


PERDUE BRANDON

ATTORNEYS AT LAW

In County Collections

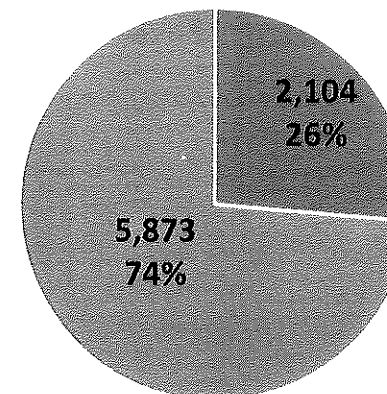
The firm has received citations from 2,587 defendants that reside in Hockley County. Of those defendants the firm has liquidated 87%



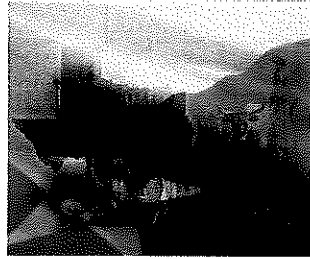
■ In County Due ■ In County Paid

Out of County Collections

The firm has received citations from 7,977 defendants that reside outside of Hockley County. Of those defendants the firm has liquidated 74%



■ Out of County Due ■ Out of County Paid



PERDUE BRANDON

ATTORNEYS AT LAW

Client Summary Report

Hockley County Fines And Fees

Database Name	# of Debtors	Turnover for Collection	Payments or Disposed	Remaining Due For Collection	# of Dockets	# of Active Debtors	# of Active Dockets
Hockley JP-1-JP1	1846	\$979,182.51	(\$592,185.29)	\$386,997.22	3120	712	1207
Hockley JP-2-JP2	268	\$99,315.11	(\$64,977.02)	\$34,338.09	395	71	124
Hockley JP-4-JP4	614	\$227,742.28	(\$125,272.54)	\$102,469.74	840	236	324
Hockley JP-5-JP5	7836	\$3,582,082.17	(\$2,894,851.86)	\$687,230.31	13940	1432	2458
	10564	\$4,888,322.07	(\$3,677,286.71)	\$1,211,035.36	18295	2451	4113

Year By Year Summary

Hockley County Fines and Fees

Year	Turnover	Collected	Dismissed	Liquidated	Letters	AddrCorr
2004	\$161,542.59	\$18,556.63	\$977.25	\$19,533.88	742	10
2005	\$174,212.75	\$45,619.76	\$5,060.29	\$50,680.05	2254	456
2006	\$173,184.45	\$49,936.67	\$10,640.73	\$60,577.40	1316	200
2007	\$450,285.87	\$71,101.78	\$32,519.19	\$103,620.97	3995	688
2008	\$766,493.98	\$225,374.76	\$100,657.82	\$326,032.58	16891	1895
2009	\$447,066.20	\$258,554.96	\$234,024.02	\$492,578.98	14123	2175
2010	\$350,886.07	\$240,996.26	\$137,973.60	\$378,969.86	8610	1371
2011	\$241,418.76	\$203,824.01	\$120,688.35	\$324,512.36	4008	1028
2012	\$250,319.87	\$136,472.04	\$90,752.71	\$227,224.75	7662	1324
2013	\$307,047.73	\$165,582.26	\$88,852.39	\$254,434.65	7258	1766
2014	\$248,570.07	\$148,110.73	\$103,847.72	\$251,958.45	5416	1125
2015	\$239,395.61	\$143,347.63	\$55,829.64	\$199,177.27	3780	839
2016	\$130,704.94	\$140,330.50	\$62,341.05	\$202,671.55	5767	907
2017	\$170,407.01	\$119,155.88	\$60,236.30	\$179,392.18	4701	799
2018	\$253,643.81	\$107,444.67	\$57,031.12	\$164,475.79	5618	822
2019	\$151,131.76	\$111,087.57	\$56,965.74	\$168,053.31	2001	509
2020	\$167,074.66	\$93,919.81	\$27,267.82	\$121,187.63	1962	448
2021	\$207,827.71	\$107,758.17	\$44,446.88	\$152,205.05	3768	248
Grand Total	\$4,888,322.07	\$2,387,174.09	\$1,290,112.62	\$3,677,286.71	99872	16610

Motion by Commissioner Carter, second by Commissioner Clevenger, 4 votes yes, 0 votes no, that Commissioners court approved the Election Judges for 2021-2022. As per Presiding Judges and Alternate Judges for September 2022 to August 2022 Election Year recorded below.

PRESIDING JUDGES AND ALTERNATE JUDGES FOR SEPTEMBER 20021 TO AUGUST 2022 ELECTION YEAR

PRECINCT #:	PRECINCT NAME:	PRESIDING JUDGE:	ALTERNATE JUDGE:
11	Ridgecrest Missionary Baptist Church 801 S. Alamo Rd Levelland, TX 79336	Roxanne Gonzales (806)-893-2845 2033 Mustang Levelland, TX 79336	
14	Ropesville City Hall 107 Hockley Main Ropesville, TX 79358	Christi Greenlee (806)-778-4140 PO Box 82 Ropesville, TX 79358	Susie Sanchez (806)-598-9187 PO Box 363 Ropesville, TX 79358
15	Gary Cain Insurance 3392 S. State Rd. 168 Smyer, TX 79367	Samuel Martin (806)-928-7737 3350 Nightingale Rd. Lubbock, TX 79407	
16	Christ United Methodist Church 1704 S. College Ave. Levelland, TX 79336	Rebecca Macha (806)-778-2769 302 Parkwood Ln. Levelland, TX 79336	
21	Mallet Event Center 2320 S. Highway 385 Levelland, TX 79336	Soyla Hernandez (806)470-9333 108 Beech Circle Levelland, TX 79336	
24	Sundown High School 511 East 7 th St. Sundown, TX 79372	Becky Currington PO Box 442 Levelland, TX 79336 (806)-638-0116	
32	Hockley County Tax Office 624 Avenue H Levelland, TX 79336	Jill Brown (806)-239-8068 701 Martin Luther King BLVD Apt. 302 Levelland, TX 79336	Danny Brown (806)-577-3580 701 Martin Luther King BLVD Apt. 302 Levelland, TX 79336
33	Old Sanders Building 3091 N. St. Rd 303 Pettit, TX	Sandra Sheek (806)-523-1892 3093 N. State Road 303 Levelland TX 79336	Rebecca Snow (806)-891-3980 3770 Norway Levelland, TX 79336
35	Cactus Drive Church of Christ 501 Cactus Drive Levelland, TX 79336	Betty Stanley 611 Cherry St. Levelland, TX 79336	
36	Texas Health and Human Services 904 8 th St. Levelland, TX 79336	Gilbert Coronado (806)-893-6139 1007 11 th St. Levelland, TX 79336	Manuel Mendez (806)-775-0270 Levelland, TX 79336
43	Whitharral Lions Club 2 nd St. and Hwy 385 Whitharral, TX 79380	Chelsey Dobrovlny (806)-777-0456 3950 El Paso Rd. Littlefield, TX 79339	Essie Portillo (806)-831-7105 PO Box 108 Whitharral, TX 79380
44	Anton City Hall 400 Spade Circle Anton, TX 79313	Tomi Adams (806)-598-2435 4071 Gaines Rd. Anton, TX 79313	
45	Lobo Field House Levelland, TX 79336	Donnie Thoms 107 Capitol Levelland, TX 79336 (806)-891-6253	
46	Smyer Elementary Library	Linda St. Clair (806)-392-3460 or (806)-885-5202 130 Hwy 114 Estates Lubbock, TX 79407	Jana St. Clair (806)-831-7412 116 E. Hwy 114 Estates Lubbock, TX 79407

Motion by Commissioner Clevenger, second by Commissioner Wisdom, 4 votes yes, 0 votes no, that Commissioners Court approved the consolidated precinct for the November 2021 election. As per Notice of Consolidated Precinct recorded below.

NOTICE OF CONSOLIDATED PRECINCT

Notice is hereby given to the registered voters of Precinct 11 that this precinct has been consolidated with Precinct 16.

Voting in the November 2nd Constitutional Amendment Election election will be conducted at:

Christ United Methodist Church, 1704 College Avenue, Levelland, TX 79336

(location)

Charla Baldrige
Signature of County Judge or County Chair

8-30-2021
Date

AVISO DE PRECINTO CONSOLIDADO

Por lo presente se les da aviso a los votantes registrados del Precinto 11 que este precinto se ha consolidado con el Precinto 16.

La votación en la elección Elección de enmienda constitucional del 2 de noviembre se manejará en:

Iglesia Metodista Unida de Cristo, 1704 College Avenue, Levelland, TX 79336

(sitio)

Charla Baldrige
Firma del Juez del Condado o Presidente del Condado

8-30-2021
Fecha

NOTICE OF CONSOLIDATED PRECINCT

Notice is hereby given to the registered voters of Precinct 21, 33, 35, 36 and 45 that this precinct has been consolidated with Precinct 32.

Voting in the November 2nd Constitutional Amendment Election election will be conducted at:

Hockley County Tax Office, 624 Ave. H, Levelland, TX 79336

(location)

Charla Baldrige
Signature of County Judge or County Chair

8-30-2021
Date

AVISO DE PRECINTO CONSOLIDADO

Por lo presente se les da aviso a los votantes registrados del Precinto 21,33,35,36 and 45 que este precinto se ha consolidado con el Precinto 32.

La votación en la elección Elección de enmienda constitucional del 2 de noviembre se manejará en:

Oficina de impuestos del condado de Hockley, 624 Ave. H, Levelland, TX 79336

(sitio)

Charla Baldrige
Firma del Juez del Condado o Presidente del Condado

8-30-2021
Fecha

**NOTICE OF SPECIAL ELECTION
 (AVISO DE ELECCION ESPECIAL)**

To the registered voters of the County of HOCKLEY, Texas:

(A los votantes registrados del Condado de HOCKLEY, Texas:)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., on NOVEMBER 2ND 20 21, for voting in a special election for: CONSTITUTIONAL AMENDMENTS

(Notifíquese, por la presente, que las casillas electorales citadas abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. elNOVEMBER de 2021 para votar en la Elección Especial para CONSTITUTIONAL AMENDMENTS)

**On Election Day, voters must vote in their precinct where registered to vote.
 (El Día de Elección, los votantes deberán votar en su precinto donde están inscritos para votar.)**

Location of Election Day Polling Places Include Name of Building and Address <i>(Ubicación de las casillas electorales el Día de Elección)</i> <i>(Incluir Nombre del Edificio y Dirección)</i>	Precinct Number(s) <i>(Número de precinto)</i>
Ropesville City Hall, 107 Hockley Main, Ropesville, TX	14
Gary Cain Insurance, 3392 S. St. Rd. 168, Smyer, TX	15
Christ United Methodist Church, 1704 College Avenue, Levelland, TX	16 and 11
Sundown High School, 511 E. 7 th , Sundown, TX	24
Hockley County Tax Office, 624 Ave. H, Levelland, TX	32, 21, 33, 35, 36 and 45
Whitharral Lions Club, 2 nd St. and Hwy 385, Whitharral, TX	43
Anton City Hall, 400 Spade Circle, Anton, TX	44
Smyer Elementary Library, 401 Lincoln St., Smyer, TX	46

**For early voting, a voter may vote at any of the locations listed below:
 (Para Votación Adelantada, los votantes podrán votar en cualquiera de las ubicaciones nombradas abajo.)**

Locations for Early Voting Polling Places Include Name of Building and Address <i>(Ubicación de las casillas electorales de votación adelantada)</i> <i>(Incluir Nombre del Edificio y Dirección)</i>	Days and Hours of Operation <i>(Días y Horas Hábiles)</i>
Hockley County Elections Office, 911 Austin St., Levelland, TX	Monday-Friday, October 18 – October 29, 2021 9:00 am to 5:00 pm

Applications for ballot by mail shall be mailed to:
 (Las solicitudes para boletas de votación adelantada por correo deberán enviarse a:)

Jody Rose
 (Name of Early Voting Clerk)
 (Nombre del Secretario de la Votación Adelantada)

624 Avenue H, Suite, 103
 (Address) (Dirección)

Levelland, TX 79336
 (City) (Ciudad) (Zip Code) (Código Postal)

Applications for ballots by mail must be received no later than the close of business on: Friday, October 22, 2021

(Las solicitudes para boletas de votación adelantada por correo deberán recibirse para el fin de las horas de negocio el Viernes, 22 de octubre de 2021)

Issued this the 30th day of Aug., 2021
 (Emitida este día 30th de Aug., 2021)

Sharla Baldrige
 Signature of County Judge (Firma del Jefe del Condado)

Motion by Commissioner Carter, second by Commissioner Wisdom, 4 votes yes, 0 votes No, that Commissioners Court approved the 2022 Texas VINE Service Agreement Renewal. As per Second Contract renewal recorded below.

**SECOND CONTRACT RENEWAL
PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE
STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)**

Contract No. 20212244900-401-01

WHEREAS the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities");

WHEREAS OAG certified and contracted with **Appriss Inc. ("Vendor")** as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement");

WHEREAS Hockley County, TX as a Participating Entity and VENDOR executed a Participating Services Agreement identified as Contract No. 20192044900-401-01 under which VENDOR would provide SAVNS to Hockley County, TX (the "Contract");

WHEREAS SECTION 1 of the Contract permitted the Hockley County, TX to, in its sole and absolute discretion, renew the Contract, for four (4) additional one (1) year renewal terms (each a "Renewal Term") to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG exercised its option to renew the OAG Certification Agreement, extending the term thereof to August 31, 2022;

NOW, THEREFORE, THIS **SECOND CONTRACT RENEWAL** is exercised by Hockley County, TX as follows:

The Contract terminated on August 31, 2020, and was renewed through August 31, 2021. The Contract is hereby renewed, with this Second Contract Renewal Term ("Second Renewal Term") to begin on September 1, 2021, and end of August 31, 2022. Pursuant to Section 1 of the Contract, this Second Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

Hockley County, TX by:

Sharla Baldrige
Signature

8-30-2021
Date

Sharla Baldrige
Name

Hockley County Judge
Title

Acknowledged by Appriss Inc.

Brian Matthews
Signature

8/23/2021
Date

Brian Matthews
Name

President, Appriss Insights
Title

Motion by Commissioner Carter, second by Commissioner Clevenger, 4 Votes yes, 0 votes No, that Commissioner Court approved the Annual Public Notice for Indigent Health Care for 2022. As per Notice To Public recorded below.

THE STATE OF TEXAS
COUNTY OF HOCKLEY

IN THE COMMISSIONERS' COURT
OF HOCKLEY COUNTY, TEXAS

NOTICE TO PUBLIC

Hockley County will use the following rules and procedures to comply with its responsibility under the Indigent Health Care and Treatment Act effective September 1, 2021.

Applications can be requested in the basement of the County Library Building, at 811-B Austin Street, in Levelland, Hockley County, Texas. Assistance in completing the application will be provided if needed. Contact the Hockley County Indigent Health Care and Public Assistance Office, 806-894-4264.

Hockley County will use rules and procedures found in the County Indigent Health Care Program Handbook published by the Texas Department of Health and Human Services. The handbook is available on line at <https://hhs.texas.gov/laws-regulations/handbooks/cihcp/county-indigent-health-care-program-handbook>.

1. Application forms must be **COMPLETELY** filled out.
2. Verification of income, termination of income, residence, household composition, and resources is required.
3. Net income cannot exceed twenty-one percent (21%) of the Federal Poverty Income Level.
4. Value of countable resources cannot exceed limits as determined by the Texas Department of Health & Human Services.
5. Eligible persons must be a resident of Hockley County.
6. Applicant must provide current photo identification and a permanent Social Security Card.
7. Applicant must provide all information and documentation requested, or application will be denied.
8. Applicants have the right to appeal adverse decisions.

CAUTION: Presenting false information or securing medical benefits wrongfully may subject applicant to criminal and civil penalties. Eligible applicants must report any change in income, resources, household composition, address, and other circumstances affecting eligibility within 14 days to prevent the filing of criminal or civil charges against them.

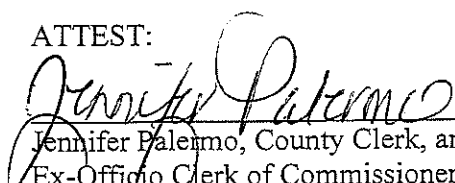
The effective date of the above rules and procedures is September 1, 2021.

Given under my hand and seal of said Court, this 30th day of August, AD, 2021.



Judge Sharla Baldrige, Hockley County, Texas

ATTEST:



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

Motion by Judge Baldrige, second by Commissioner Carter, 5 Votes Yes, 0 Votes No, that Commissioners Court approved to Nunc Pro Tunc item 4 on a previous agenda dated April 5, 2021 to reflect the year of execution of the 2021 Federal Poverty limit for Public Assistance as 2021 instead of 2020 due to typographical error. As per document recorded below.

HOCKLEY COUNTY PUBLIC ASSISTANCE GUIDELINES

For the purpose of determining eligibility, countable income is defined as monies available to the household in the thirty day period prior to the deadline date as determined by the Public Assistance Office. Countable income includes but may not be limited to:


- Earned Income
- Retirement/Pension
- Child Support
- Food Stamps
- Other unearned income
- Social Security
- Unemployment
- Bank Accounts
- Housing Payments to Landlords
- Contributions
- Worker's Compensation
- TANF
- Utility Reimbursements


The base amount for determining public assistance eligibility is 100% of the Health and Human Services Poverty Guidelines which are recorded in the Federal Register.

2021 FEDERAL POVERTY INCOME LIMITS <input type="checkbox"/> FPIL <input type="checkbox"/>		
<small>(Department of Health & Human Services-January 15, 2021)</small>		
Number of persons in household	100% Annual Income Limit	100% Monthly Income Limit
1	\$ 12880.00	\$ 1073.00
2	\$ 17420.00	\$ 1452.00
3	\$ 21960.00	\$ 1830.00
4	\$ 26500.00	\$ 2208.00
5	\$ 31040.00	\$ 2587.00
6	\$ 35580.00	\$ 2965.00
7	\$ 40120.00	\$ 3343.00
8	\$ 44600.00	\$ 3722.00
For each additional person	Add \$ 4480.00	Add \$ 373.00

COMPLETE PUBLIC ASSISTANCE GUIDELINES ARE POSTED ON THE PUBLIC INFORMATION BOARD INSIDE THE HOCKLEY COUNTY COURTHOUSE.

Given under my hand and seal of said Court, this 5th day of April, AD, 2021.


 Judge Sharla Baldrige
 Hockley County, Texas

ATTEST:

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

Motion by Commissioner Clevenger, second by Commissioner Wisdom, 4 Votes Yes, 0 Votes No, that Commissioners Court approved Hockley County to enter into a Interlocal Agreement with Region 16 Education Service by joining TexBuy, a cooperative purchasing program for goods and services, through the adoption of a Board Resolution authorizing. As per Interlocal Agreement recorded below.

INTERLOCAL AGREEMENT
for Participation in the
Region 16 ESC Statewide Cooperative Purchasing Program

Contracting Parties:

HOCKLEY COUNTY

Governmental Entity

AND

Region 16 Education Service Center

Texas Education Code §8.002 charges regional education service centers to provide services to enable governmental entities to operate more efficiently and economically. In order to increase the efficiency and effectiveness of purchasing operations, the Region 16 Education Service Center ("ESC 16") and Hockley County, a Governmental Entity (the "Entity"), collectively referred to as "the Parties," enter into this Interlocal Agreement.

I. Creation of the Cooperative Purchasing Program

ESC 16, by this Agreement, agrees to serve as the sponsoring entity of a cooperative purchasing program (the "Program") in conjunction with the above-named Entity and any other entity legally entitled to enter into the Program, which executes a similar agreement. The purpose of the Program shall be to obtain substantial savings for participating governmental entity through executions of economies of scale and through seeking vendors on a regional, state, and nationwide basis.

II. Authority

Authority for the services provided under this Interlocal Agreement is granted under Government Code, Chapter 791, Subchapters A, B, and C; and Local Government Code, Chapter 271, Subchapter F, §§ 271.101 and 271.102.

III. Termination

This Interlocal Agreement (hereinafter the "Agreement") is effective upon final execution by ESC 16 and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be terminated for cause at any time upon written notice stating the reason for the termination and the effective date of such termination; however, the terminating party agrees to give the affected party a thirty (30) day period to cure any identified breach. The terminating party further agrees to make any required payment to a vendor incurred during the time the party was a member of the Program.

IV. Duties and Roles

A. Role of the ESC 16 as Program Sponsor:

- (1) Provide for the organizational and administrative structure of the Program as Program Sponsor, by either using internal assets or through contracting with a third party to provide such matters.
- (2) Provide staff time necessary for efficient operation of the Program.
- (3) Provide for the initiation and implementation of activities related to the bidding and vendors selection process.
- (4) Provide members with procedures for ordering, delivery, and billing of goods and services available through the Program.

B. Role of the Entity:

- (1) Commit to participate in the Program by taking all action necessary to authorize the execution of this agreement in the appropriate space below.
- (2) Designate a contact person for the Program who will act under the direction of and on behalf of the Entity.
- (3) Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member Entity.
- (4) Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Program.
- (5) Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
- (6) Pay vendors in a timely manner for all goods and services received.
- (7) Pursue any disputes regarding the quality or quantity of a vendor's goods and/or services directly with that vendor.

V. General Provisions

- A. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the Program contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such Program.
- B. This Agreement shall be governed by the law of the State of Texas and the Parties agree that venue shall be in the county in which the central administrative offices of ESC 16 are located.
- C. This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.
- D. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
- E. The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such Entity.
- F. The Parties agree that payments made through this Agreement fairly compensate the performing party for any services or functions performed.
- G. Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.
- H. Nothing contained in this agreement prohibits a Party from either creating other purchasing cooperatives or participating as a member of other purchasing cooperatives.
- I. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.
- J. This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine or e-mail and the terms and conditions agreed to by such means are binding upon the Parties.

VI. Authorization

ESC 16 and the Entity have entered into this Agreement to provide cooperative purchasing opportunities to governmental entities and the governing boards of such entities delegate to the chief executive officer of the Entity the discretion to determine that making purchases through the program provides the best value to the Entity.

This Agreement was approved by the governing boards of the respective Parties at meetings that were posted and held in accordance with state law, including Chapter 551 of the Texas Government Code, commonly known as the Texas Open Meetings Act.

VII. Non-Discrimination Clause

It is the policy of ESC 16 and the Entity not to discriminate on the basis of age, race, religion, color, national origin, sex, or handicap in its programs, services, or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Entity

ESC 16

By: *Shirley Penner*
Authorized Signature

By: _____
Authorized Signature

County Judge
Title

Chief Financial Officer
Title

8-30-2021
Date

Date

Shirley Penner
Entity Contact Person

Andrew Pickens
ESC 16 Contact Person

Auditor
Title of Contact

Director of Purchasing
Title of Contact

802 Houston Street, Suite #103
Street Address

5800 Bell Street
Street Address

Levelland, Texas 79336
City, State, Zip

Amarillo, Texas 79109
City, State, Zip

(806) 894-6070
Contact's Telephone Number

806-677-5040
Contact's Telephone Number

spenner@hockleycounty.org
E-mail Address

andrew.pickens@esc16.net
E-mail Address

Please send two signed original Interlocal Agreements to Region 16 ESC, Attn: Andrew Pickens, Director of Purchasing, 5800 Bell Street, Amarillo, Texas 79109-6230. Upon execution, a signed original will be returned to the Entity Contact Person listed above.

RESOLUTION OF THE BOARD OF

HOCKLEY COUNTY
(Name of Governmental Entity)

In accordance with Chapters 791 of the Texas Government Code and 271 of the Texas Local Government Code, Hockley County ("the Governmental Entity") does hereby make the following Resolution approving the Terms and Conditions of an Interlocal Agreement between the Governmental Entity and the Region 16 Service Center, which serves as the sponsor of TexBuy, a cooperative purchasing program for goods and services ("the Agreement") designating the Governmental Entity's Chief Executive Officer or the Chief Executive Officer's designee, as official representative of the Governmental Entity relating to the Program.

WHEREAS, the Board of the Governmental Entity finds it in the best interests of the Governmental Entity to pool with other Governmental Entities and the Region 16 Service Center to increase its purchasing economy of scale;

WHEREAS, the Board of the Governmental Entity further finds it in the best interests of the Governmental Entity to access low-cost goods and services advertised to potential vendors on a nationwide basis;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE GOVERNMENTAL ENTITY:

Section I. The Terms and conditions of the agreement having been reviewed by the Board of the Governmental Entity is found to be acceptable and in the best interests of the Governmental Entity and its citizens and is hereby for all things approved.

Section II. The Chief Executive Officer of the Governmental Entity or the Chief Executive Officer's designee is hereby designated and authorized to act for the Governmental Entity in all matters relating to the Agreement, including executing the Agreement on behalf of the Board of the Governmental Entity.

Section III. The Board delegates to the Governmental Entity's Chief Executive Officer or the Chief Executive Officer's designee, to the fullest extent allowed under Texas law, any and all authority to take any action to provide the Governmental Entity with low-cost goods and services under the Agreement.

Section IV. It is the policy of Region 16 ESC, TexBuy and the Entity not to discriminate on the basis of age, race, religion, color, national origin, sex, or handicap in its programs, services, or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

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


DULY PASSED AND APPROVED THIS THE 30th DAY OF AUGUST, 2021.

(Authorized Signature)


Hon. Sharla Baldridge, Board Chair

In witness thereof, I have hereunto set my hand and affixed my official seal this 30 day of August, 2021.

ATTEST:


Board Secretary

Motion by Commissioner Clevenger, second by Commissioner Graf, 4 Votes Yes, 0 Votes No,
that Commissioners Court TABLED action concerning Open Meetings and The Firearm Carry Act of 2021.

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 30th
day of August, A. D. 2021, was examined by me and approved.

Alan Wisdom
Commissioner, Precinct No. 1

[Signature]
Commissioner, Precinct No. 3

Ramy Carter
Commissioner, Precinct No. 2

[Signature]
Commissioner, Precinct No. 4

Sharda Baldrige
County Judge

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

