

SEP 24 2020

Jennifer Palermo
County Clerk, Hockley County, Texas

**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 28th day of September, 2020 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 on September 21, 2020 at 9:00 a.m.
2. Read for approval all monthly bills and claims submitted to the Court and dated through September 28, 2020.
3. Consider and take necessary action to approve and adopt the issuance of Hockley County, Texas Order No. 2020-003 for a Fire Service Agreement between Hockley County and the City of Levelland.
4. Discussion and potential action concerning a request from the Hockley County Sheriff's Office for a line item transfer for IT services and equipment for workplace replacement computers.
5. Consider and take necessary action to award the bid per belly dump truck load for hauling 5,500 yards of caliche from the pit in Precinct 3 to North Barton Lane in Precinct 4 for 1.5 miles North of FM 1294, with a minimum of 4 trucks hauling, which is tabled item number 5 from a previous agenda dated September 21, 2020.
6. Consider and take necessary action to award the bid per belly dump truck load for hauling 5,500 yards of caliche from the pit in Precinct 3 to Iowa Road in Precinct 4 for 1.5 miles East from US Hwy. 385, with a minimum of 4 trucks hauling, which is tabled item number 6 from a previous agenda dated September 21, 2020.
7. Consider and take necessary action to approve the proposed road crossing submitted by West Texas Gas to bury 4" gas lines under Foster Road and Kingfisher Road.

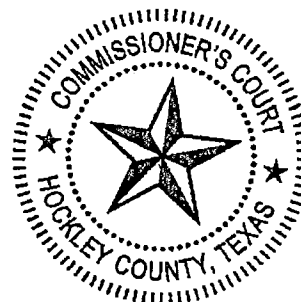
COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS.

BY: *Sharla Baldrige*
Sharla Baldrige, 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 24th day of September, 2020, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 24th day of September, 2020.

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
SEPTEMBER 28, 2020

Be it remembered that on this the 28th day of September A.D. 2020, 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
Curtis D. Thrash	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
J.L. "Whitey" Barnett	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger	Commissioner Precinct No. 4

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

Motion by Commissioner Barnett, second by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that the Minutes of a Regular meeting of the Commissioner's Court, held on September 21, 2020, A.D. be approved and stand as read.

Motion by Commissioner Carter, second by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that all monthly claims and bills submitted to the court and dated through September 28, 2020, A.D. be approved and stand as read.

Motion by Commissioner Carter, second by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners Court approved to adopt the issuance of Hockley County, Texas Order No. 2020-003 for a Fire Service Agreement between Hockley County and the City of Levelland. As per Interlocal Agreement-Fire Services between Hockley County, Texas and the City of Levelland, Texas recorded below.

**INTERLOCAL AGREEMENT – FIRE SERVICES
BETWEEN
HOCKLEY COUNTY, TEXAS AND THE CITY OF LEVELLAND, TEXAS**

This Fire Services Agreement (the "Agreement") is made and entered into this 28th day of September, 2020, by and between the CITY OF LEVELLAND, TEXAS, a home-rule municipal corporation and political subdivision of the State of Texas (hereinafter the "City") and COUNTY OF HOCKLEY, TEXAS, a duly organized and operating Texas county, and a political subdivision of the State of Texas (hereinafter the "County").

RECITALS

WHEREAS, the City of Levelland, Texas, operates as a department of the City the Levelland Fire Department that utilizes fire-fighting and fire safety equipment including fire trucks and fire engines staffed with trained personnel to provide fire protection for the citizens of the City of Levelland; and

WHEREAS, the County does not (a) own or operate any equipment specifically designated for the services described in this Agreement and (b) specifically employ any personnel for said services; and

WHEREAS, the County, by and through its Commissioners Court, and pursuant to Article V, Section 18 and Article III Section 52-a of the Texas Constitution, Chapters 81, 352, and 381 of the Texas Local Government Code, Chapter 791 of the Texas Government Code, and other authority recognizes the following program policy goals in the public interest for this Agreement: (1) the importance of providing public resources for fire-fighting services, fire protection services, and emergency services for the people and property located in Hockley County, Texas in order to (a) protect public health, safety, and welfare, and (b) stimulate, encourage, and develop local economic development, including the development and location of agriculture, business location, and commercial activity; and (2) the need to provide said services for people and property located in (a) the unincorporated area of said county, and (b) other areas of said county as allowed by law, interlocal governmental agreements, and/or agreements with or grants or other funding provided to fire departments; and

WHEREAS, the City recognizes the need to provide certain emergency services, fire-fighting and fire safety services to protect the citizens and property within the municipal limits of the City and within the County; and

WHEREAS, Chapter 791 of the Texas Government Code, in order to increase the efficiency and effectiveness of local governments, authorizes local governments to contract, to the greatest possible extent, with one another for governmental functions that the parties are mutually interested, such as fire-fighting and fire protection, for such periods and under such conditions as the parties deem advisable; and

WHEREAS, the County is further authorized by Chapter 352 of the Texas Local Government Code to contract with the governing body of a municipality located within the

county to use fire trucks or other fire-fighting equipment that belongs to the municipality for fire protection services; and

WHEREAS, in furtherance of the public health safety and welfare of the citizens of the Hockley County and the City of Levelland, the City and County find it mutually beneficial to exercise the powers bestowed upon them by State law to enter into this Fire Services Agreement, detailing the emergency services, fire-fighting services, and fire protection services to be provided by the City for the benefit of the City and the County.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Recitals Incorporated. The findings and recitals outlined above are agreed to by the parties and incorporated into this Agreement.

2. Scope of Services.

- a. Subject to the terms of this Agreement and the Priority Dispatch Procedures outlined herein, the City agrees to provide certain emergency services, fire-fighting services, and fire protection services in the areas of the County described on the map attached as Exhibit A. The City represents and warrants that all Fire Department personnel providing emergency services, fire-fighting services, and fire protection services under this Agreement shall hold and maintain the necessary and appropriate certifications and licenses to perform such services in Texas.
- b. For purposes of this Agreement, "emergency services" shall include those services performed by Fire Department personnel at vehicle accident scenes that are needed to preserve life or property but are not fire-fighting services or fire protection services. Emergency services shall include, but are not limited to, moving wrecked vehicles for the safety of the public or occupants and utilizing the "jaws of life" or other similar equipment to remove occupants of vehicles in an emergency situation. Notwithstanding anything stated to the contrary in this Agreement, emergency services shall not include ambulance transportation services.
- c. It is understood by the parties that, in addition to the dispatch services provided by the City to and for the County, certain emergency services, fire-fighting services and/or fire protection services in the County are dispatched through the Levelland Emergency Medical Service ("Levelland EMS"), an independent service not affiliated with the City or the County. Should the City initiate or receive a dispatch for emergency services, fire-fighting services, or fire protection services covered by this Agreement, the Fire Chief for the City, or his designee, shall dispatch appropriate City Fire Department personnel, equipment, trucks and/or other fire-protection equipment in response to any fire or emergency service

event necessitating the need for City Fire Department services within the County.

- d. The type of City equipment and personnel dispatched and/or used by the City in its service response to a fire or emergency service event pursuant to this Agreement will be determined by the sole and absolute discretion of the City's Fire Chief and will depend on such factors as the size and type of the fire or emergency service event situation, the location of said fire or event situation, any special toxic or other high risk characteristics of said fire or event situation, its proximity to the other departments capable of responding, the capability of the City's Fire Department, and the necessity of holding sufficient fire-fighting or emergency service event assets in reserve to respond to other fires or emergency service events within the City that would require a response by the City's Fire Department.
- e. The City shall consult with and keep County officials apprised of the scope, number and other pertinent details regarding the City's performance of emergency services, fire-fighting services, and fire protection services provided under this Agreement. The City shall provide to the County, by delivery to the Hockley County Judge on or before the fifth (5th) business day of each month, monthly run or activity reports sufficiently describing the (i) specific City services performed on each run, (ii) number and type of each run, and (iii) such other information as reasonably may be requested by the County to determine whether a run falls within the scope of this Agreement. Upon receipt of the City's monthly run or activity report, the County shall have 45-days in which to deliver to the City a written objection regarding the County's payment obligation for any run occurring for emergency services, fire-fighting services, or fire protection services performed by the City in violation of this Agreement.
- f. It is understood by the parties that the services provided by the City under this Agreement do not include the City providing fire prevention services, such as building or fire extinguisher inspections, risk assessments, public fire prevention or safety programs, carbon monoxide checks, or arson or suspicious circumstances investigations.

3. Priority Dispatch. Recognizing that the County covers a large territory and that time is of the essence when responding to a fire or emergency service event, the City will only be required to be the priority dispatch fire department for that zone or area specifically assigned to the City on the map of Hockley County attached hereto as Exhibit A. For all other zones not assigned on Exhibit A as the City's priority dispatch responsibility zones, the priority dispatch responsibility for those other zones will be for the respective fire departments assigned to those other zones, as shown on Exhibit A, and those other respective fire departments shall be dispatched to respond to a fire or emergency

service event occurring in their respective zones before the City's Fire Department will be dispatched to such event.

4. County Equipment. Notwithstanding anything to the contrary stated in this Agreement, the County agrees, when requested by the City's Fire Chief or his designee, but only if readily available for dispatch and within a reasonable response time as determined by the sole discretion and judgment of the affected Hockley County Commissioner in whose precinct a fire or emergency service event is located, to authorize the use of County personnel and equipment to assist the City's Fire Chief in responding to a fire or emergency service event in the County, as described in this Agreement.

5. Term. This Agreement shall be effective beginning on the Date of Execution (meaning the date the last signing party executes this Agreement) and terminating on September 30, 2021, unless otherwise agreed in writing by the parties.

6. Command and Control - City. The City of Levelland shall retain control over and have the sole obligation to employ, direct, control supervise, manage, discharge and compensate the City's Fire Chief and the personnel and any employees working directly for or are supervised by the City's Fire Chief. The City's Fire Chief and Fire Department personnel will not be considered, for any purpose, employees of the County within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, health insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind. However, notwithstanding the requirements of this provision, the parties expressly agree to the assignment of liability hereafter described in paragraph 21.

7. County's Payment Obligations. In consideration of the City's providing the emergency services, fire-fighting services, and fire protection services herein described, the County agrees to pay to the City:

- a. For City Fiscal Year 2019-2020 (beginning October 1, 2019 through and including September 30, 2020): An annual minimum amount of \$145,000 to cover up to 200 responses to fires or emergency service events by the City in the County pursuant to this Agreement. This amount shall be paid in full on or before September 30, 2020.
- b. For City Fiscal Year 2020-2021 (beginning October 1, 2020 through and including September 30, 2021): An annual minimum amount of \$175,000 to cover up to 200 responses to fires or emergency service events by the City in the County pursuant to this Agreement. This amount shall be paid in two installments, with the (i) first installment of \$87,500 being paid to the City on the first business day of January, 2021, and (ii) second installment of \$87,500 being paid to the City on the first business day of July, 2021, provided that all reporting required by the City under this Agreement has been performed.

- c. For each response to a fire or emergency service event by the City in the County under this Agreement in excess of 200 in any one-year term of this Agreement, the County shall pay an additional \$650 per authorized City response. Payment for these responses shall be made within 45-days following receipt of the City's monthly run or activity report – unless, upon receipt of said report, the County timely delivers to the City a written objection regarding the County's payment obligation for any run occurring for emergency services, fire-fighting services, or fire protections services conducted in violation of this Agreement, as described in paragraph 2(e).
- d. Notwithstanding anything stated to the contrary in this Agreement: (i) the total payment obligation for the County under this Agreement shall be capped at \$165,000 in the first year of this Agreement and \$195,000 in the second year of this Agreement; (ii) the County is not responsible for payment relating to a response or run performed by the City regarding a fire or emergency service event occurring inside the municipal boundary (i.e., city limits) of the City of Levelland, Texas; and (iii) the County's monetary payments described in this paragraph 7 constitute authorized grants or payments of public funds pursuant to §§ 791.011-.013 of the Texas Government Code, § 381.004 of the Texas Local Government Code, and other authority.

8. Immunities. This Agreement shall not be construed to impair or affect any sovereign or governmental immunity or official immunity that may otherwise be available to the City, County or any officer, agent or employee of the City or County.

9. Indemnification. Subject to the limitations as to liability and damages in the Texas Tort Claims Act and without waiving either party's governmental immunity, the County and the City agree that, to the extent permitted by law, the City will indemnify and hold harmless the County from all claims by third parties for property damage or personal injury which may arise out of the activities of the City in the performance of this Agreement. In no event shall the City be required to indemnify the County for any claim or cause of action by a third party to the extent such claim is attributable to the negligence, gross negligence or willful misconduct of the County.

10. Insurance. The City of Levelland shall maintain, during the term of this Agreement, with an insurance underwriter and/or risk pool authorized to do business in the State of Texas, adequate insurance or risk pool coverage against claims of public liability and property damage resulting from the City services provided under this Agreement, with such insurance amount being not less than state statutory limits of liability for governmental entities under the Tort Claims Act.

11. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To

this effect, the parties shall consult and negotiate with each other in good faith within sixty (60) days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within sixty (60) days of receipt of written notice or invitation to negotiate, the parties agree first to try, in good faith, to settle the matter by submitting to non-binding mediation prior to exercising any other rights under law, unless the parties mutually agree otherwise. Each party shall be responsible for and bear their own costs incurred for attending and participating in mediation including, without limitation, that party's travel expenses, attorneys' fees and experts/consultants' fees and neither party shall be responsible for such expenses of the other party. Each party shall share equally and be responsible for fifty percent (50%) of the mediator's total fee. The location of the mediation shall be in Hockley County, Texas, or alternatively, some other location described in a subsequent written agreement of the parties. If the parties are unable to resolve such dispute through mediation within ninety (90) days of the initiation of mediation, either party may exercise any right or remedy available to it by law, contract, equity or otherwise, including without limitation, the right to terminate this Agreement without additional notice and/or the right to seek any and all forms of relief in a court of competent jurisdiction.

To the extent applicable and not in direct conflict with this Agreement, the alternative dispute resolution procedures outlined in Tex. Gov't Code § 791.015; Tex. Gov't Code Chapter 2009; and Tex. Civ. Prac. and Rem. Code Chapter 154 shall apply.

12. Notice. Any notice or written communication required or permitted to be given by either party hereunder shall be made by hand delivery, courier, certified mail or overnight delivery at the addresses specified below, or at such other addresses as the parties may specify in writing. Any such notice or written communication will be considered to have been received on the date of hand delivery, transmission by other means described above or the next business day after sent by overnight delivery service.

City of Levelland

City Manager
1709 Avenue H
P.O. Box 1010
Levelland, Texas 79336

Hockley County

County Judge
802 Houston St., Suite 101
Levelland, Texas 79336

13. Entire Agreement. Amendments. This Agreement contains the entire understanding between the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto. No modification or waiver of this Agreement or any provision hereof, nor consent to any departure therefrom shall in any event be effective, irrespective of any course of dealing between the parties, unless the same shall be in a writing and executed by a duly authorized representative of the party whose rights are being waived, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which it is given. Upon the Date of Execution of

this Agreement, all previous agreements executed between the parties regarding the subject matter of this agreement are hereby rescinded and superseded by this Agreement.

14. No Waiver – Default. Notwithstanding anything to the contrary stated in this Agreement, the parties expressly agree and acknowledge that:

- a. no waiver of a default occurs if the non-defaulting party fails to immediately declare a default or delays in taking any action regarding a default committed by the defaulting party;
- b. this Agreement is expressly subject to all protections afforded the parties pursuant to a proper application of the doctrine of governmental immunity; and
- c. should a party default in the performance of this Agreement, any related default claim, and this provision, shall survive the termination of this Agreement and can be lawfully asserted in litigation against the defaulting party.

15. Governmental Function/Governmental Authority. Pursuant to Chapter 791 of the Texas Government Code (“Chapter 791”) and other authority, the following findings and representations are made by the parties:

- a. each party is a local government as defined by Chapter 791;
- b. each party is mutually interested in the governmental functions and services described in this Agreement;
- c. this Agreement describes and provides a governmental function or service that each party to the Agreement is authorized to perform individually;
- d. this Agreement is authorized by the governing body of each party, by and through a recorded, public vote conducted pursuant to Chapter 551 of the Texas Government Code (the Texas Open Meetings Act), and other authority;
- e. this Agreement states the purpose, terms, rights, and duties of the contracting parties;
- f. this Agreement specifies that:
 - i. the party paying for the performance of the described governmental functions or services is the County; and
 - ii. the County is making those payments from current revenues available to that paying party; and
- g. this Agreement calls for contractual payments to be made by the County to the City for the fire-fighting services, fire protection services, and emergency services herein described (said services being authorized governmental functions and services made the subject of the parties’ mutual interest in this Agreement), and further, said payments are designed by this Agreement to be in amounts that fairly compensate the performing party,

same being the City in this Agreement, for the governmental functions and services performed under this Agreement.

16. Jurisdiction/Venue. The activities contemplated by this Agreement are performable in Hockley County, Texas and shall be governed by the laws of the State of Texas, without regard to conflict of law provisions. Venue for any action brought pursuant to this Agreement, or any activity contemplated hereby, shall lie exclusively in the appropriate state district court for Hockley County or federal district court for the Northern District of Texas.

17. Current Revenues/Termination for Non-Appropriation. The City and County recognize that any payments made for performance under this Agreement shall be and are subject to the current revenues available to the paying party. Either party may terminate this Agreement, without incurring liability, except to pay for any services already rendered, if funds sufficient to pay obligations hereunder are not appropriated by the respective governing bodies of the parties. Unless terminated pursuant to other applicable termination provisions contained in this Agreement, in the event of non-appropriation of funds by a governing body of a party hereto, this Agreement shall terminate automatically on the last day of the then-current fiscal year of the City or when the appropriation made for the then-current fiscal year for the party's obligations covered by this Agreement is spent, whichever occurs first.

18. No Lending of Credit. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal-agent relationship between the parties. 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 herein. Nothing herein shall be construed as a loan or pledge of credit or assets by the City or County as may be prohibited by the Texas Constitution or otherwise.

19. Execution/Multiple Originals. The execution, delivery and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by the governing bodies of the respective parties. This Agreement may be executed in two counterparts, each of which shall constitute an original.

20. Agreement Language/Copies of Signatures. Unless otherwise designated, the past, present, or future tense shall each include the other, the masculine, feminine or neuter gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning in this Agreement. The preliminary recitals of this Agreement, and all attached documents are incorporated by reference. Correct copies of signatures to this Agreement are effective as original signatures.

21. Assignment of Liability. Notwithstanding anything to the contrary stated in this Agreement, the City and County, as the parties to this Agreement, hereby expressly agree to assign responsibility for civil liability as follows:

- (a) Except as described in subparagraph (d) below, the City shall be responsible for any civil liability that arises from the City's

furnishing of the services described in this Agreement to the County, and further, the City hereby accepts and assumes said civil liability.

- (b) This assignment of liability is made by said parties pursuant to and in compliance with the provisions of § 791.006 (a-1) of the Texas Government Code.
- (c) This assignment of liability is intended by said parties to be different than liability otherwise assigned under § 791.006 (a) of the Texas Government Code.
- (d) This assignment of liability shall not apply for any claim or cause of action by a third party which is attributable to the negligence, gross negligence or willful misconduct of the County.
- (e) Nothing in this provision adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.
- (f) This Agreement is not a joint enterprise for the purpose of assigning or determining liability.

CITY OF LEVELLAND, TEXAS

Barbra Pinner
Barbra Pinner, Mayor

Date: 9-28-2020

HOCKLEY COUNTY, TEXAS

Sharla Baldrige
Sharla Baldrige, County Judge

Date: 9-28-2020

ATTEST:

Andrea Corley
Andrea Corley,
City Secretary

ATTEST:

Jennifer Nicole Palmero
Jennifer Nicole Palmero, County Clerk

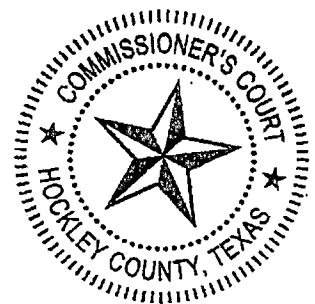
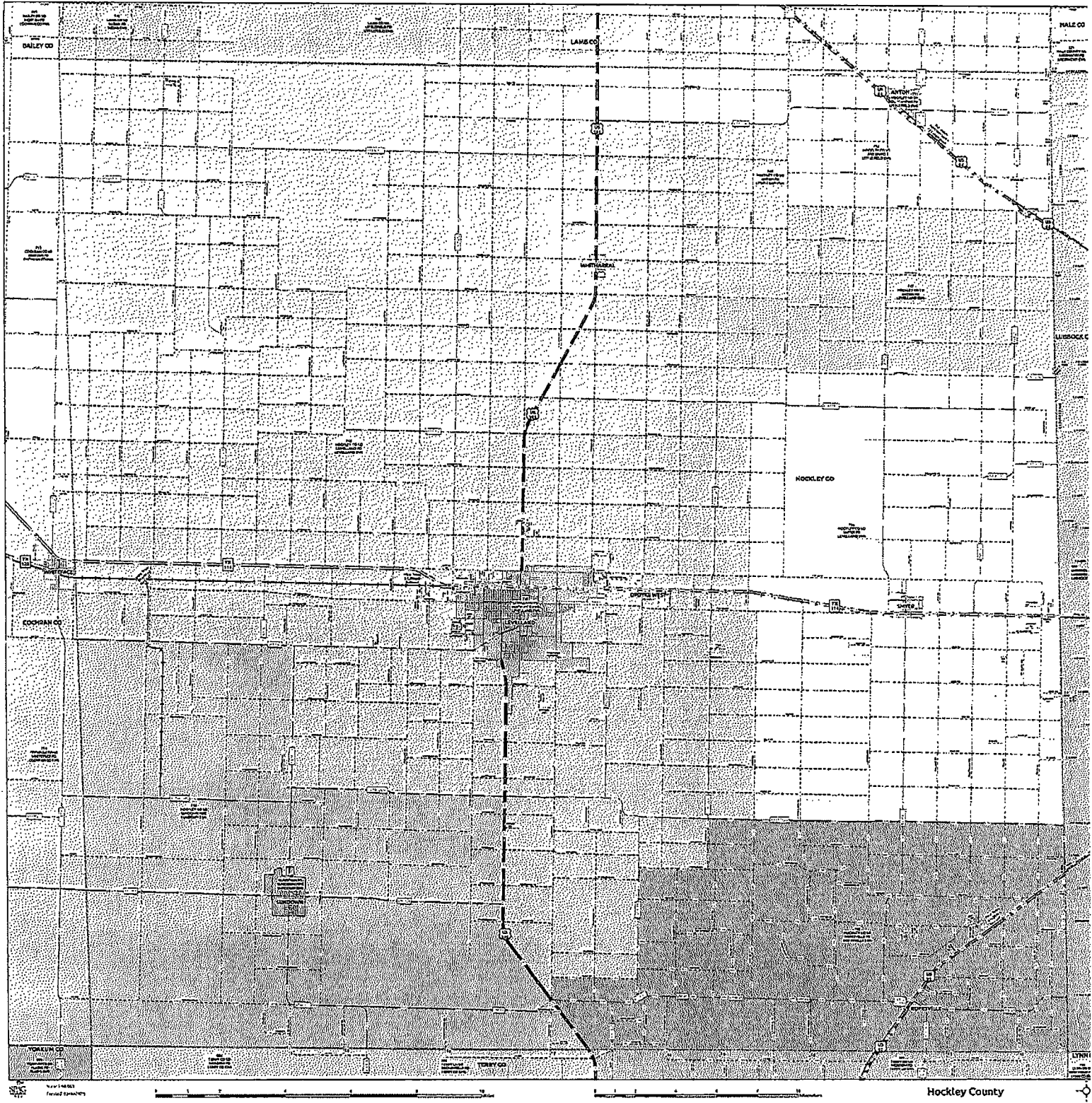


EXHIBIT A
(Hockley County Map – Dispatch Responsibility Zones)



Hockley County

ORDER NO. 2020-003

A RESOLUTION OF THE COMMISSIONERS COURT OF HOCKLEY COUNTY, TEXAS: (1) APPROVING AN INTERLOCAL GOVERNMENTAL AGREEMENT WITH THE CITY OF LEVELLAND, TEXAS FOR FIRE AND CERTAIN EMERGENCY SERVICES; (2) APPROVING THE EXECUTION AND IMPLEMENTATION OF SAID AGREEMENT BY THE COUNTY; AND (3) ESTABLISHING AN EFFECTIVE DATE AND COMPLIANCE WITH THE TEXAS OPEN MEETING ACT.

WHEREAS, Hockley County, Texas ("County") is a county of the State of Texas, having been duly created and organized under the constitution and laws of Texas, and further, the Hockley County Commissioners Court ("Commissioners Court") is the governing body of said County; and

WHEREAS, pursuant to Article V, Section 18 and Article III Section 52-a of the Texas Constitution, Chapters 81, 352, and 381 of the Texas Local Government Code, Chapter 791 of the Texas Government Code, and other authority, and using its lawful authority, discretion, and best business judgment, the Commissioners Court desires by this order to approve, adopt, execute, and implement in the public interest an interlocal governmental agreement with the City of Levelland, Texas, in the form and scope described in the attached **Exhibit 1** ("ILA Agreement"), for the provision by the City to the County of certain fire services, fire protection services, and emergency services, as more particularly described in **Exhibit 1**; and

WHEREAS, pursuant to the aforesaid authority, the County recognizes certain program policy goals and public purposes regarding the approval, adoption, execution, and implementation of the ILA Agreement, including without limitation (1) the importance of providing public resources for fire-fighting services, fire protection services, and emergency services for the people and property located in Hockley County, Texas in order to (a) protect public health, safety, and welfare, and in so doing (b) stimulate, encourage, and develop local economic development, including the development and location of agriculture, business location, and commercial activity in Hockley County, Texas, and (2) the need to provide said services for people and property located in (a) the unincorporated area of said county, and (b) other areas of said county as allowed by law, interlocal governmental agreements, and/or agreements with or grants or other funding provided to fire departments; and

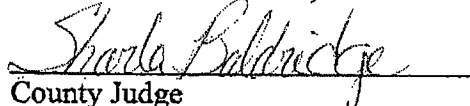
WHEREAS, the Commissioners Court finds and determines that the approval, adoption, execution, and implementation of the Agreement will achieve or substantially accomplish all public purposes described in **Exhibit 1** and this order.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Hockley County Commissioners Court, for and on behalf of said County and in the public interest, as follows:

- (1) Unless otherwise designated, the past, present, or future tense shall each include the other, the masculine, feminine, or neuter gender shall each include the other, and the singular and plural number shall each include the other, where necessary for a correct meaning.
- (2) The caption and preliminary recitals of this order, and all attached documents, are incorporated by reference.
- (3) The Commissioners Court hereby: (a) approves and adopts the ILA Agreement with the City of Levelland, Texas, in the form and scope attached as **Exhibit 1**; (b) orders that the ILA Agreement shall be executed by the County Judge, and implemented by the County, as described in said agreement; and (c) orders that the County's staff and legal counsel shall assist the County Judge in the timely initiation and completion of all necessary or desired tasks described in this order or the ILA Agreement.
- (4) This order shall take effect immediately from and after its passage.
- (5) This matter was ordered, approved, and adopted at a public meeting held in compliance with Chapter 551 of the Texas Government Code, the Texas Open Meetings Act.

2020, **ORDERED, APPROVED, AND ADOPTED** on the 28th day of September,

**THE COMMISSIONERS COURT OF
HOCKLEY COUNTY, TEXAS**


County Judge

Hockley County, Texas


County Commissioner, Precinct 1

Hockley County, Texas

Samy Curtis
County Commissioner, Precinct 2
Hockley County, Texas

F. L. Barnett
County Commissioner, Precinct 3
Hockley County, Texas

Sammy [unclear]
County Commissioner, Precinct 4
Hockley County, Texas

ATTEST:

Jennifer Palermo
County Clerk
Hockley County, Texas

or

Deputy County Clerk
Hockley County, Texas



EXHIBIT 1

(Fire Services Interlocal Governmental Agreement with City of Levelland, Texas)

Motion by Commissioner Clevenger, second by Commissioner Carter, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the request from the Hockley County Sheriff's Office for a line item transfer for IT services and equipment for workplace replacement computers. As line item transfer recorded below.

From Amount	G/L Code	Account Name	To Amount
14,317.00	012-561-465	INMATE HOUSING OUT OF COUNTY	
	012-560-496	CAPITAL OUTLAY	14,317.00
=====			=====
14,317.00			14,317.00

Motion by Commissioner Clevenger, second by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners Court approved to award the bid per belly dump truck load for hauling 5,500 yards of caliche from the pit in Precinct 3 to North Barton lane in Precinct 4 for 1.5 miles North of FM 1294, with a minimum of 4 trucks hauling, which is tabled item 5 from a previous agenda dated September 21, 2020 to Pate Trucking. As per Bid specifications for hauling caliche from Pate Trucking recorded below.

THE STATE OF TEXAS
COUNTY OF HOCKLEY

IN THE COMMISSIONERS' COURT
OF HOCKLEY COUNTY, TEXAS

BIDS SPECIFICATIONS FOR HAULING CALICHE - 8/31/20

Notice is hereby given that the Commissioners' Court of Hockley County, Texas, will receive sealed bids, in the office of the County Judge located at 802 Houston St., Ste. 101, Levelland, Texas, until 9:00 A.M., Monday, September 21, 2020, for the following described:

Per belly dump truckload for hauling of approx. 5,500 yards of caliche from the pit in Precinct 3 to North Barton Lane, 1.5 miles North of FM 1294 in Precinct 4, hauler must have a minimum of four trucks hauling at the same time.

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

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

BID FORM

HOCKLEY COUNTY, TEXAS

DATE 9/16/2020

DESCRIPTION Caliche from Pct. 3 to N. Barton Lane

ITEMS: Bellydump Truckloads

YEARS _____

GROSS BID \$49/load

DISCOUNT (If Any) _____

NET BID F.O.B.
HOCKLEY COUNTY, TEXAS \$49/load

EFFECTIVE DATE 9/16/2020

I certify that I have read and understand the specifications and that the unit bid meets all specifications unless noted otherwise and technical supporting data provided.

Variances from specifications (If Any) _____

Signature of Authorized Representative [Signature]

Name of Company Pate Trucking, LLC.

DATE 9-28-2020

[Signature]
COUNTY JUDGE, HOCKLEY COUNTY

Motion by Commissioner Clevenger, second by Commissioner Carter, 4 Votes Yes, 0 Votes No, that Commissioners Court approved to award the bid per belly dump truck load for hauling 5,500 yards of caliche from the pit in Precinct 3 to Iowa Road in Precinct 4 for 1.5 miles East from US Hwy. 385, with a minimum of 4 trucks hauling, which is tabled item number 6 from a previous agenda dated September 21, 2020 to Tony Services as per Bid Specifications For hauling caliche recorded below.

THE STATE OF TEXAS
COUNTY OF HOCKLEY

IN THE COMMISSIONERS' COURT
OF HOCKLEY COUNTY, TEXAS

BIDS SPECIFICATIONS FOR HAULING CALICHE - 8/31/20

Notice is hereby given that the Commissioners' Court of Hockley County, Texas, will receive sealed bids, in the office of the County Judge located at 802 Houston St., Ste. 101, Levelland, Texas, until 9:00 A.M., Monday, September 21, 2020, for the following described:

Per belly dump truckload for hauling of approx. 5,500 yards of caliche from the pit in Precinct 3 to Iowa Road, 1.5 miles East from US Hwy 385 in Precinct 4, hauler must have a minimum of four trucks hauling at the same time.

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

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

BID FORM

HOCKLEY COUNTY, TEXAS

DATE 9/16/2020

DESCRIPTION 5,500 YDS HAULED TO IOWA RD

ITEMS: FREIGHT ONLY

YEARS N/A

GROSS BID \$46.35 PER LOAD

DISCOUNT (If Any) N/A

NET BID F.O.B.
HOCKLEY COUNTY, TEXAS N/A

EFFECTIVE DATE 9/21/2020

I certify that I have read and understand the specifications and that the unit bid meets all specifications unless noted otherwise and technical supporting data provided.

Variances from specifications (If Any) BID ASSUMES MINIMUM 40 HRS PER WEEK; ASSUMES CONTRACTOR HAULS ALL 5,500 YDS

Signature of Authorized Representative Tony Valery

Name of Company TONY'S OILFIELD SERVICES

DATE 9-28-2020

Judith Baldridge
COUNTY JUDGE, HOCKLEY COUNTY

Motion by Commissioner Thrash, second by Commissioner Carter, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the proposed road crossing submitted by West Texas gas to bury 4" gas lines under Foster Road and Kingfisher Road as per Petition and Order from west Texas Gas Inc, recorded below.



WTG

West Texas Gas, Inc.

Address: West Texas Gas, Inc.
Attn: Chad Tanquary

September 1, 2020

To whom it may concern West Texas Gas, Inc. would like to construct a pipeline in the county ROW to supply customers with gas NW of Ropesville, TX, The Pipeline will be 4" Poly Pipe 3408/4710 – it will be 3-4ft off of property in the county ROW, The pipeline will start ½ a mile north on the west side of the County Rd , It will travel south and go under Foster on the south side of Foster, it will the stay on the south side of Foster road traveling East all the Way to FM 168, The pipeline will then be in the state ROW traveling south to Steer Rd, We will then get back in the county ROW on the North side if Steer Road traveling East for .23mi to the entrance of the new subdivision. If you would please review this at your earliest convenience I would greatly appreciate it, Thank you for your time.

Very truly yours,

Chad Tanquary
Area Manager
806-333-2607
ctanquary@westtexasgas.com

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF West Texas Gas, Inc., FOR
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

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

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

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

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

DATED this 23 day of September, 2020

BY 

buried gas line across certain county roads situated in Hockley County, Texas, as set forth in the Petitioner's application filed herein.

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

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

Shirley Buldrige
County Judge

Curtis Thru
Commissioner, Precinct No. 1

Harry Canto
Commissioner, Precinct No. 2

9-28-2020
DATE

J. L. Barnett
Commissioner, Precinct No. 3

Johnny Oley
Commissioner, Precinct No. 4

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 28th day of September, A. D. 2020, was examined by me and approved.

Curtis Maul
Commissioner, Precinct No. 1

J. L. Barnett
Commissioner, Precinct No. 3

Sam Caste
Commissioner, Precinct No. 2

Tommy Oliver
Commissioner, Precinct No. 4

Charla Baldrige
County Judge

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

