

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

Notice is hereby given that a Special Meeting of the above named Commissioners' Court will be held on the 13th day of August, 2018 at 10:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

1. Read for approval the minutes of the Special Meeting and of the Regular Meeting of the Commissioners' Court both held on Monday, August 6, 2018.
2. Read for approval all monthly bills and claims submitted to the court and dated through August 13, 2018.
3. Hear update from Texas A&M Agrilife Extension Agents.
4. Consider and take necessary action to approve the Memorandum of Understanding between Texas A&M Agrilife Extension Service and Hockley County pertaining to Information Technology Services.
5. Consider and take necessary action to award the bid for providing inmate meals to the Hockley County Jail.
6. Consider and take necessary action to approve the 2019 County Holidays.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

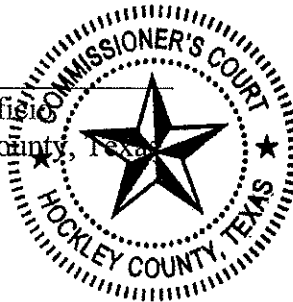
BY: *Sharla Baldrige*
Sharla Baldrige, Hockley County Judge

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 9th day of August, 2018, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 9th day of August, 2018.

Jennifer Palermo

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



Filed for Record
at ___ o'clock ___ M.

AUG 09 2018

Jennifer Palermo
County Clerk, Hockley County, Texas

SPECIAL MEETING
AUGUST 13 , 2018

Be it remembered that on this the 13th day of August A.D. 2018, there came on to be held a Special meeting of the Commissioners' Court, and the Court having convened in Special session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with all 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, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that the Minutes of a Special meeting and Regular Meeting of the Commissioners' Court, both held on Monday, August 6, 2018. Be approved and stand as read.

Motion by Commissioner Clevenger, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through August 13th , 2018, A. D. be approved and stand as read.

Hear the update from Texas A&M Agrilife Extension.

**Motion by Commissioner Carter, seconded by Commissioner Barnett, 4 Votes Yes,
0 Votes No, that Commissioners' Court approved the Memorandum of Understanding between Texas
A&M Agrilife Extension Service and Hockley County pertaining to Information Technology Services.
Memorandum of Understanding recorded below. .**

**Memorandum of Understanding between
Texas A&M AgriLife Extension Service and Hockley County
Pertaining to Information Technology Services**

This MOU is between Texas A&M AgriLife Extension Service ("Extension") and Hockley County ("County") and is intended to clarify the parties' responsibilities for information technology service and support (collectively "IT Services") at the Hockley County AgriLife Extension Office ("County Extension Office").

Extension provides quality, relevant outreach and continuing educational programs and services to the people residing in County and educates County residents in the areas of agriculture, environmental stewardship, youth and adult life skills, human capital and leadership, and community economic development.

County desires that Extension maintains a County Extension Office to conduct beneficial outreach and education for its residents; therefore, the County provides space for the County Extension Office within County provided premises.

The parties agree as set forth below with regard to IT Services at the County Extension Office:

I. TERM

The term of this MOU is two years beginning on September 1, 2018 and ending on August 31, 2020. The term of this MOU may be extended by written agreement of the parties. This MOU may be terminated by either party without cause, upon fifteen (15) days' prior written notice to the other party.

II. OBJECTIVE

The purpose of this MOU is to document the parties' understanding and responsibilities with regard to IT Services at the County Extension Office.

III. PARTIES' AGREEMENTS

A. FACILITY

The County will ensure facilities provided to and occupied by the County Extension Office are equipped with data communications wiring that adhere to County's information technology standards.

B. ACCESS

1. Logical – Network and Internet Access

County provides the County Extension Office with full Internet access. This access includes electronic mail service ("email") to the Extension provided email. In addition, agents and staff in the County Extension Office may also have County email service if needed. Extension understands that Internet access is in accordance with County operations standards.

2. Cost associated with Internet service

County provides Internet service at no additional cost to Extension.

3. Physical (communications closets or server facility)

Texas Administrative Code (Chapter 202 B 202.26) requires communications closets and equipment be physically secure. In situations where Extension owns or supplies network components, County will ensure Extension has access to allow for trouble shooting and restarting network equipment. County can require an access log be maintained to monitor Extension access.

C. COMPUTER HARDWARE (includes printers, scanners, projectors)

1. Initial Purchase and Configuration:

The County Extension Office can obtain computers through three channels. These include: Extension, County, or third party purchase as clarified below.

Extension can provide computer systems through a standardized "Cost Share" program. This voluntary program includes initial setup and delivery of newly purchased systems. County is granted permission to configure the systems for access to County applications and standards, provided such access does not inhibit productivity.

County can provide computer systems to the County Extension Office including initial setup and delivery. In this instance, computers must include configurations and standard software listed below under "Extension Standard Software Requirements."

If a third party provides a computer, or a personal computer is used on the office network, it is expected these computers will meet both Extension and County security configuration standards.

2. Special Configuration Items

Administrative level accounts will be maintained on all computer systems to allow either County or Extension to troubleshoot problems.

3. General Hardware Support:

Extension will facilitate trouble-shooting computer hardware and peripheral devices and take corrective actions in accordance with operation standards. Extension will contact County IT when needed to ensure IT operation standards are met. Extension will install software applications for remote support. AgriLife County Office staff will contact their Extension Regional IT Specialist or the First Call Help desk operation for support.

Expected Minimum Workstation management

- i. Microsoft Windows and Office patches maintained as current.
- ii. Adobe Acrobat patches maintained as current.
- iii. Chrome, Firefox, Flash and Java maintained as current when present.
- iv. Anti-Virus / Anti-Malware application installed, active and maintained as current.

4. Registration of computer workstations:

Where AgriLife IT is the primary support provider all computer systems in the AgriLife County Office will be registered for support. This registration includes collecting basic inventory information and installing software applications necessary for remote support on all computers in the office.

5. Warranty and Maintenance Costs:

Computer systems provided by Extension are provided with an extended parts and service warranty (normally 3 years) through state vendor purchasing contracts. These computer systems will be maintained by AgriLife IT for warranties, parts, and cost and third-party maintenance if used per normal operation standards.

Computer systems provided by County will be maintained by County for warranties, parts, and cost and third-party maintenance if used per normal County operation standards.

Computers purchased by a third party or personal computers are neither Extension or County responsibility with regard to warranty, parts, costs or maintenance.

6. Ownership:

Computer systems provided by Extension are the property of Extension. These systems will remain in the County Extension Office for its useful life or until determined obsolete. At that time, the County has the following three options:

- i. Return equipment to the property office of Extension for appropriate disposal.
- ii. Arrange with Extension for transfer of equipment to County.
- iii. Equipment may be donated to local charitable organizations in coordination with the Extension property office.

Computers provided by County are property of County and ownership will be maintained according to County operational standards.

Computers provided by a third party or a personal computer, unless formally transferred to Extension or County, will remain with that party's ownership.

D. COMPUTER SOFTWARE

Extension will facilitate trouble-shooting of computer software. Issues outside of Extension scope of expertise will be referred to County IT. County Extension Office staff will contact their Extension Regional IT Specialist or the First Call Help desk operation for support.

E. ANTI-VIRUS AND SECURITY INCIDENT REPORTING

Texas Administrative Code (Chapter 202 B 202.26) requires state agencies to report significant security incidences through the State Department of Information Resources (DIR).

Extension provides centrally managed and monitored Anti-Virus and Anti-Malware protection. All monitoring and incidence logging is centrally managed and state required reporting is maintained by the AgriLife Information Security Officer. County has no responsibility.

IV. FINANCIAL PROVISIONS

There will be no exchange of funds or other resources among the parties that effectively alter the set contribution of each party in the context of this MOU. Specifically, each party will be responsible for its own costs in connection with all matters relating to any work and collaborations performed under this MOU. Except as may be provided for in Section III.B. above, or in a separate written agreement between the parties, or an amendment to this MOU, there will be no exchange of funds or other resources among the parties. The parties agree that nothing in this MOU shall compel or be interpreted so as to compel any of the parties to provide more resources than those available, without a written amendment to this MOU.

V. MISCELLANEOUS

This MOU will not be construed to create any partnership, joint venture or other similar relationship between the parties, nor shall either party enter into obligations or commitments on behalf of the other party.

The construction, validity, performance, and effect of this MOU will be governed by the laws of the State of Texas.

This MOU may be executed in any number of counterparts, including facsimile or scanned/mailed PDF documents. Each such counterpart, facsimile, or scanned/mailed PDF document shall be deemed an original instrument, all of which, together, shall constitute one and the same executed MOU.

Texas A&M AgriLife Extension Service

COUNTY

By: Alan Kurk

By: Sharla Baldrige

Printed Name: Alan Kurk
Title: AgriLife IT Director

Printed Name: Sharla Baldrige
Title: Hockley County Judge

Date: 8/24/18

Date: 8-13-2018

Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved the bid for providing inmate meals to the Hockley County Jail as per Jail Service Agreement recorded below.

JAIL SERVICE AGREEMENT

This Agreement is made between Hockley County ('Customer') for the benefit of the Hockley County Jail located at 1310 Avenue H, Levelland, TX 79336 and Five Star Correctional Services, Inc. ("Contractor"), having its principal place of business at 4928 Beeman Avenue, Dallas, Texas for the purpose of providing grocery services to the Inmates of the Hockley County Jail with grocery services commencing on April 1, 2018.

FOOD SERVICE VENDOR

This service agreement specifies that the Hockley County Sheriff's Office will purchase 100 percent of all food and supplies from the vendor. Exceptions include paper and cleaning products.

Vendor will provide the following services as well as complying with daily food cost and nutritional needs for the general inmate population. The daily cost of general population meals will \$1.278 per meal with a minimum of 2500 ADA calories provided. Vendor will be required to provide a dietitian who will determine a three-week rotational menu plan as well as approved substitutions.

PRICE INCREASES: The prices per meal stated in this proposal are firm for the first twelve months of the contract beginning on April 1, 2018 through March 31, 2019. Unit prices for the subsequent years shall be re-determined every twelve months. Unit prices per meal may increase or decrease, but shall remain firm for the entire re-determination period.

The base period for comparison for price re-determination will be an annual average, to be effective the first day of the new contract based upon the consumer Price Index, All Urban Consumer _ (CPS-'1), U.S. City Average and Food Award From Home Index published by U.S. Department of Labor. In order to re-determine the basic meal prices for any subsequent years, the following procedures will apply:

- a. Such adjustments shall be calculated using a percentage in which the numerator is the Index for the second month preceding the beginning of the new year or contract period and the denominator which in the contract period.
- b. The percentage shall be applied to the previous per meal price to determine the subsequent year of contract period price.

NOTE: All calculations will be carried to three places only, with no rounding off to the next digit.

- c. Each re-determination of prices shall be established through issuance of a modification of this contract, signed by the Contractor and Customer stating re-determined prices that will apply during the re-determination period.

NOTICES AND COMMUNICATIONS

All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail postage prepaid, certified mail, return receipt requested, or by any traceable delivery service, and addressed as follows:

CONTRACTOR:

Five Star Correctional Services, Inc.
4928 Beeman Avenue
Dallas, Texas 75223

SHERIFF'S OFFICE:

Sheriff Ray Scifres
1310 Avenue H
Levelland, TX 79336

EXTENT OF AGREEMENT

This agreement represents the entire contract between the Hockley County Sheriff and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Hockley County Sheriff and Contractor.

TERMS OF AGREEMENT

Agreement will be for a term of one year with four one-year options to renew. Contractor will be notified of any malfunction on its part and corrections will be made or discussions regarding corrections will be made.

Either party may terminate this agreement, with or without cause, upon sixty days written notice in accordance with the "Notices and Communications" above.

HOCKLEY COUNTY


Honorable Judge Sharla Baldrige

Hockley County Judge
802 Houston Street, Suite 101
Levelland, TX 79336

Date: 8-13-2018

FIVE STAR CORRECTIONAL SERVICES, INC.


Bob Austin, CEO

Five Star Correctional Services, Inc.
4928 Beeman Avenue
Dallas, Texas 75223

Date: 8-15-18

**Motion by Commissioner Carter, seconded by Commissioner Barnett, 4 Votes Yes,
0 Votes No, that Commissioners' Court approved the 2019 County Holidays as per County Holidays 2019
recorded below..**

2019 County Holidays

January 1, 2019	Tuesday	New Year's Day
February 18, 2019	Monday	President's Day
April 19, 2018	Friday	Good Friday
May 27, 2019	Monday	Memorial Day
July 4, 2019	Thursday	Independence Day
September 2, 2019	Monday	Labor Day
October 14, 2019	Monday	Columbus Day
November 11, 2019	Monday	Veteran's Day
November 28 & 29, 2019	Thursday & Friday	Thanksgiving
December 24 & 25, 2019	Tuesday & Wednesday	Christmas

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 13th day of August, A. D. 2018, was examined by me and approved.

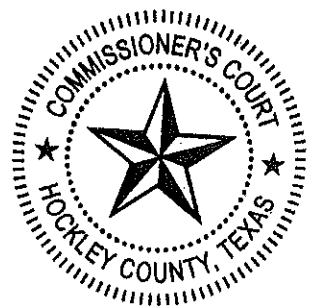
Curtis Thrush
Commissioner, Precinct No. 1

J. L. Barnett
Commissioner, Precinct No. 3

Paul Cuto
Commissioner, Precinct No. 2

Tommy Clew
Commissioner, Precinct No. 4

Sharda Baldrige
County Judge



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