

APR 20 2023

Jennifer Palermo
County Clerk, Hockley County, Texas

**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 Monday, the 24th day of April, 2023 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, April 17, 2023.
2. Consider for approval all monthly bills and claims submitted to the Court dated through April 24, 2023.
3. Consider and take necessary action to approve the Service Contract for asbestos inspections as submitted by GiF Services, LLC for the properties at 702, 706 and 708 Ave. H, Levelland, Texas.
4. Consider and take necessary action to review and approve the 2023 Joint Election Agreement and the 2023 Interlocal Agreement between Hockley County and the High Plains Underground Water Conservation District.

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 20th day of April, 2023, and said Notice remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 20th day of April, 2023.

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

SPECIAL MEETING

APRIL 24, 2023

Be it remembered that on this the 24th day of APRIL A.D. 2023, there came on to be held a SPECIAL Meeting of the Commissioners Court, and the court having convened in SPECIAL session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Sharla Baldrige		County Judge
Alan Wisdom		Commissioner Precinct No. 1
Larry Carter	ABSENT	Commissioner Precinct No. 2
Seth Graf	ABSENT	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 Judge Baldrige, second by Commissioner Wisdom, 3 votes yes, 0 votes no, that the minutes of a Regular Meeting held at 9:00 a.m. on Monday, April 17, 2023, A.D., be approved and stand as read.

Motion by Commissioner Wisdom, second by Commissioner Clevenger, 2 Votes Yes, 0 Votes No, that all monthly claims and bills submitted to the court and dated through April 24, 2023, A.D. be approved and stand as read.

Motion by Commissioner Clevenger, second by Commissioner Wisdom, 2 votes yes, 0 votes no, that Commissioners Court approved the Service Contract for asbestos inspections as submitted by GIF Services, LLC for the properties at 702, 706 and 708 Ave H, Levelland, Texas. As per Service Contract recorded below.



March 22, 2023

Proposal No. P2332

Hockley County
802 Houston Street, Suite 101
Levelland, Texas 79336

GiF Services LLC

Attention: Hon. Sharla Baldrige
Email: sbaldrige@hockleycounty.org
Phone: (806) 894-6856

Re: Proposal for Asbestos Survey
Three Commercial Buildings
702, 706 & 708 Avenue H
Levelland, Texas

Dear Ms. Baldrige:

GiF Services, LLC (GiF) is pleased to provide this proposal to conduct an Asbestos Survey at the three above-referenced properties (subject buildings) in Levelland, Texas. Information provided on March 22, 2022 by Hon. Sharla Baldrige with Hockley County indicated the three commercial buildings located at 702, 706 & 708 Avenue H in Levelland, Texas are identified for demolition.

Property information obtained from the Hockley County CAD, indicated the following information related to the subject buildings:

702 Avenue H – 7,656 SF
706 Avenue H – 756 SF
708 Avenue H – 3,050 SF

Original construction dates are unknown. If any of these understandings are incorrect, please contact us at your earliest convenience with clarification.

SCOPE OF WORK

The objective of the Asbestos Survey is to determine whether building materials identified for disturbance during the planned demolition are asbestos-containing materials (ACM). GiF will mobilize a Texas Department of State Health Services (TDSHS) licensed asbestos consultant to perform a survey of the building located at 702, 706 & 708 Avenue H in Levelland, Texas. GiF will perform a walkthrough of the building/renovation area to identify suspect building materials to be disturbed by the planned demolition. GiF will conduct a visual and physical assessment of the identified building material homogeneous areas (HA) and assess their condition and friability. Based on the results of the visual inspection, bulk samples of the suspect materials will be collected from each HA in general conformance with the protocols outlined by the EPA regulation 40 CFR 763 (AHERA) and the Texas Asbestos Health Protection Rules (TAHPR).

Following collection, samples will be placed in airtight bags, individually labeled with an indelible marker and submitted under proper chain of custody to a National Volunteer Laboratory Accreditation Program (NVLAP) accredited and TDSHS licensed laboratory. Samples will be analyzed for asbestos by Polarized Light Microscopy (PLM) with visual estimation using EPA Method 600/R-93-116. Under the NESHAP regulations samples determined to contain <10% asbestos must be deemed asbestos-containing or resubmitted for PLM analysis by point count. Based on the results of the laboratory analysis GiF may contact the Client to discuss the merits of additional analysis by PLM point counting.

LIMITATIONS

Asbestos sample collection is an intrinsically destructive activity. GiF will perform a level of care and discretion when performing material sampling, however, is not responsible for repair or patching sampled surfaces. GiF's sampling will exclude building materials not considered suspect ACMs including rubber, wood, metal or glass. Materials not readily accessible on the day of the site visit (behind locked doors, concealed in fur downs, inside walls and hard ceilings or under the concrete slab slab) or requiring excessive damage to access (knocking holes in walls) may not be assessed in the scope of this survey. Locked rooms or areas of the building access is not granted will additionally be excluded from the scope of the survey. GiF will not perform exploratory or destructive sampling (removal of bolted coverings, knocking holes in walls, dismantling equipment, etc.) as part of this survey.

We understand the subject buildings are scheduled for demolition; therefore, the roof and building envelope will be included in the scope of the survey. The Client must agree to defend and hold GiF harmless from subsequent liability and damages that may result from sampling activities. GiF will apply temporary patching to roof sample locations, but we recommend that a roofing contractor be retained to repair areas damaged by Client-requested roof sampling.

LETTER REPORT

GiF will prepare a letter report documenting the site activities performed during the Asbestos Survey and the results of the laboratory analysis. The report will include the number and location of samples collected and quantity estimates for identified ACM. No drawings or estimated costs of abatement will be included in the scope of this work. An electronic copy of the letter report will be provided to the Client at the email address listed above.

The letter report will be prepared for exclusive use by Hockley County. Reliance by any other party is prohibited.

ESTIMATE OF FEES

The described services can be performed for a lump sum fee of **\$2,975.00**. This fee includes:

- A single site visit and sample collection
- PLM analysis with dispersion staining (visual estimation) of up to 115 samples with 5-day turn-around time, (Costs for PLM point count analysis not included.)
- Positive stop analytical protocol for samples determined to be asbestos containing
- A letter report

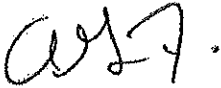
Additional samples, if required will be invoiced at \$15.00/each. If additional samples are required, or point count analysis is requested, you will be contacted for authorization prior to proceeding. The terms, conditions and limitations stated in the Service Contract (and sections of this proposal incorporated therein), shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within sixty (60) days from the proposal date. Upon completion of scope of work, GiF will invoice for the agreed upon fees. Payment by check or credit card will be accepted. If Client chooses to pay invoice by credit card a convenience fee of \$60 will be applied.

SCHEDULE

The site visit can be performed within 7 working days of the receipt of the signed service contract. Laboratory results will be available within 5 working days of submission to the laboratory. The letter report will be available within 5 working days of the receipt of the final analytical results. Any delays caused by conditions beyond the control of GiF, including but not limited to weather or access problems, could impact the costs and schedule presented above. Any such impact will be discussed with the Client and be agreed upon before changes in scope, budget, and/or schedule are made. If any of these understandings are incorrect, please contact us at your earliest convenience.

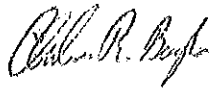
GIF can initiate the proposed scope or work with a signed service contract. If this proposal meets with your approval, please execute the attached service contract and return to Adam G. Finger at afinger@gifservices.net. If you have any questions, please contact the undersigned at (806) 548-4737.

Thank you,



Adam G. Finger
Project Manager

TDSHS Individual Asbestos Consultant (Lic. No. 10-5772)



Charles R. Baugh, PG
General Manager

TDSHS Individual Asbestos Consultant (Lic. No. 10-5121)

Attachments: Service Contract, Site Map

SERVICE CONTRACT

This Contract is between Hockley County hereinafter referred to as CLIENT, and GIF Services, LLC., hereinafter referred to as CONSULTANT, for the Asbestos Survey to be provided by CONSULTANT for the Three Commercial Buildings demolition project located at 702, 706 & 708 Avenue H in Levelland, Texas. CONSULTANT will render these services for the estimated fees of \$2,975.00 in accordance with Proposal No. P2332, hereinafter referred to as PROPOSAL, dated March 22, 2023, which is incorporated in full by this reference.

1. Services

The CLIENT acknowledges understanding of the inherent risks associated with construction and demolition operations. CONSULTANT will use a reasonable degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the profession practicing in the same or similar locality. The CONSULTANT does not warrant the work of laboratories, governmental agencies or third parties as it relates to the referenced asbestos inspection. No warranty, expressed or implied, is made.

2. Limitations

CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED SUBCONTRACTORS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$3,500.00 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE ESTIMATE OF FEES SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.

3. Claims by CLIENT

In the event the CLIENT makes a claim or brings any action against CONSULTANT for any act arising out of the performance of these services, and the CLIENT fails to prove such claim or action, then the CLIENT shall pay all legal fees and other related costs and expenses incurred by CONSULTANT in defense of such claim or action.

4. Warranty of Authority to Sign

The person signing this contract warrants that he/she has authority to sign on the behalf of the CLIENT for whose benefit CONSULTANT'S services are rendered. If such person does not have such authority, he/she agrees that he/she is personally liable for all breaches of this contract and that in any action against him/her for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.

5. Unanticipated Hazardous Materials

CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CONSULTANT harmless for any and all consequences of disclosures made by CONSULTANT which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is the CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CONSULTANT, and to the maximum extent permitted by law, agrees to defend, indemnify, and save CONSULTANT harmless from any claim, liability, and/or defense costs for injury or loss arising from CONSULTANT'S discovery of unanticipated or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value.

6. Hazardous Materials Risks

CLIENT agrees to waive any claim against CONSULTANT and agrees to defend, indemnify, and save CONSULTANT harmless from claims or liability for injury or loss arising from CONSULTANT'S failure to identify the presence of hazardous materials through techniques commonly employed for the purpose.

7. Samples

Material samples will be held for thirty (30) days by the laboratory or delivered to CLIENT upon completion of testing unless CONSULTANT is otherwise advised in writing.

8. Payment

CLIENT agrees to pay CONSULTANT the lump sum amount of \$2,975.00 as indicated in the PROPOSAL and/or supplemental attachments outlining increases in the project budget. Invoices will be submitted to CLIENT by CONSULTANT, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT agrees to an administrative fee of 1.5% per day to be added for invoices over 30 days, except any portion of the invoiced amount in dispute and resolved in favor of CLIENT. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the CLIENT to CONSULTANT, per CONSULTANT's current fee schedule. In the event CLIENT fails to pay CONSULTANT within sixty (60) days after invoices are rendered, CLIENT agrees that CONSULTANT will have the right to consider the failure to pay CONSULTANT's invoice as a breach of this AGREEMENT and CONSULTANT will have the right to stop all current work and withhold letters, reports, or any verbal consultation until the invoice is paid in full. If the CLIENT requests back-up data or changes to the format of the standard invoice, an administrative fee of \$100.00 per invoice may be charged plus \$1 per copy of back-up data.

9. Termination

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if the CLIENT suspends the work for more than three (3) months. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination plus reasonable termination expenses, including the cost of completing analyses, records and reports necessary to document job status at the time of termination.

10. Dispute Resolution

All claims, disputes, and other matters in controversy between CONSULTANT and CLIENT arising out of or in any way related to this AGREEMENT will be submitted to "alternative dispute resolution" (ADR) such as mediation, before and as a condition precedent to other remedies provided by law.

If a dispute of law arises related to the services provided under this AGREEMENT and that dispute requires litigation instead of ADR as provided above, then:

- (1) the claim will be brought and tried in judicial jurisdiction of the court of the county where CONSULTANT's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and
- 2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

Client: Hockley County

GIF Services, LLC

Sharla Baldrige 4-24-2023
 Signature Date

Charles R. Baugh

March 22, 2023

Signature

Date

Sharla Baldrige

Charles R. Baugh

General Manager

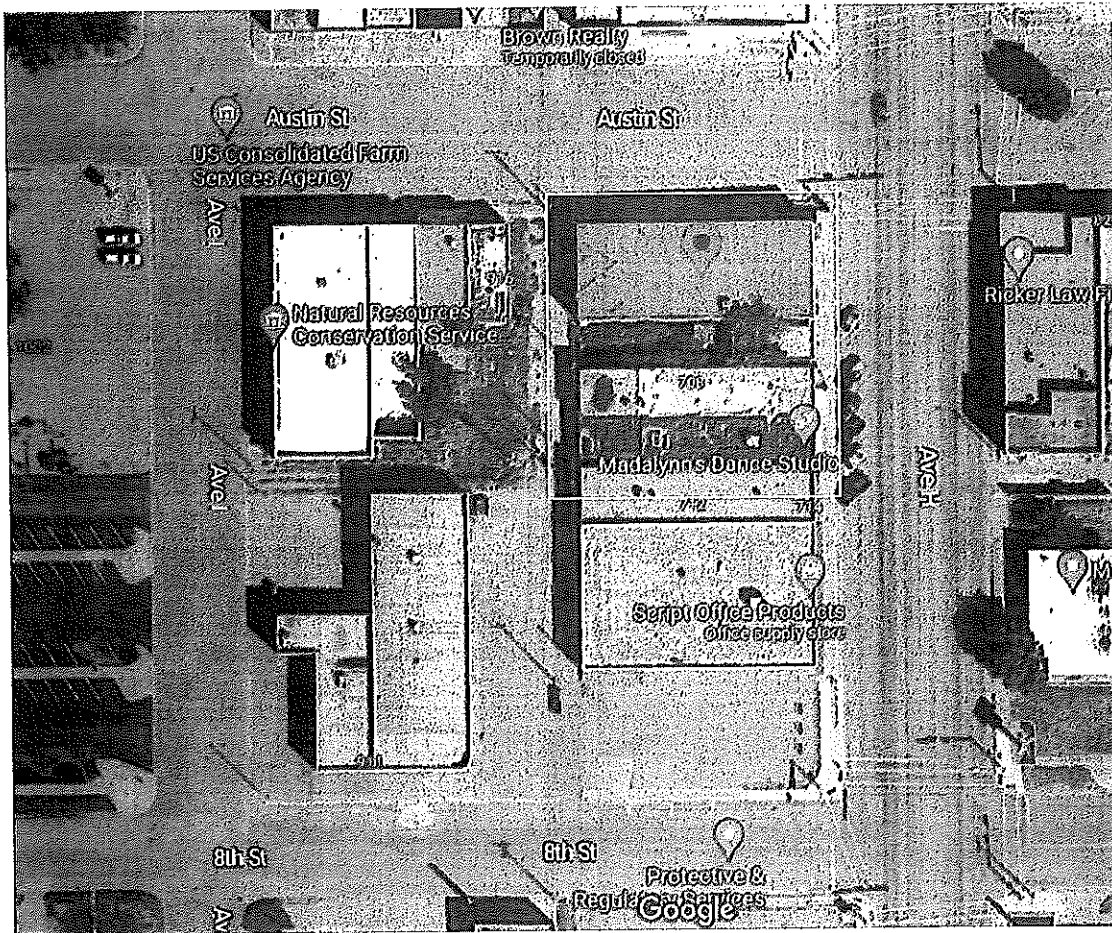
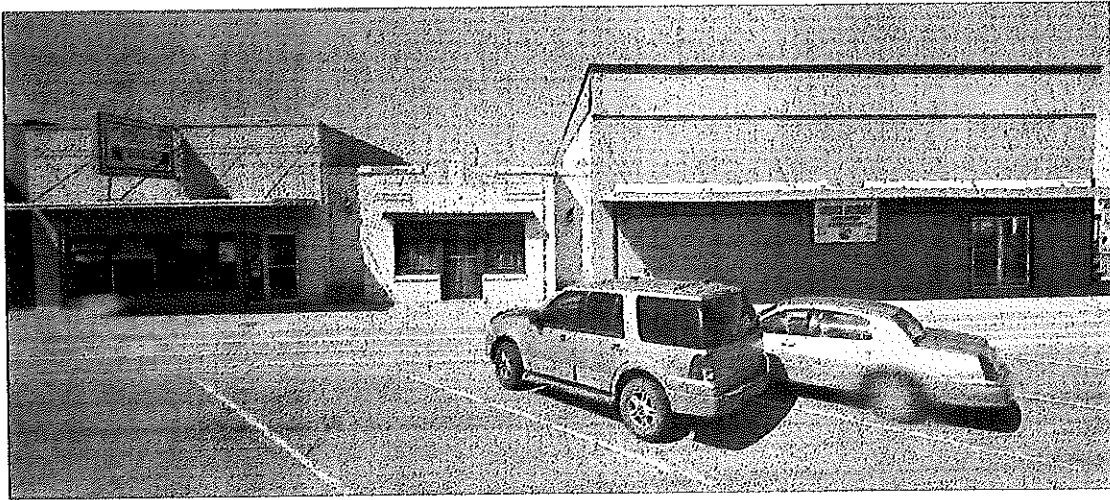
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Google Maps Photos of the Subject Properties (702, 706 & 708 Avenue H, Levelland)



Motion by Judge Baldrige, second by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that Commissioners Court approved the 2023 Joint Election Agreement and the 2023 Interlocal Agreement between Hockley County and the High Plains Underground Water Conservation District. As per Agreements recorded below.

2023 INTERLOCAL AGREEMENT
FOR COUNTY ELECTIONS ADMINISTRATOR

This agreement is entered into by and between HOCKLEY COUNTY and HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT (HPWD), acting by and through their governing body.

WHEREAS, the County Elections Commission has employed and will supervise a County Elections Administrator; and

WHEREAS, said County Elections Administrator is funded by Hockley County; and

WHEREAS, the aforementioned political subdivision, located in Hockley County, agrees to pay an amount set out herein below, listed in Exhibit A, to the purpose of conducting elections within their respective district.

NOW, THEREFORE, the political subdivision named above does contract and agree as follows:

1. Hockley County agrees to budget the majority amount towards the operating cost of the County Elections Administrators office.
2. The political subdivision agrees to pay Hockley County according to the schedule described in Exhibit A. The schedule is subject to annual re-evaluation.
3. The political subdivision (except Hockley County) further agrees to pay, in addition to the annual amount described in Exhibit A, all expenses of each election held for its district including, but not limited to salaries, ballots, software and hardware programming, mileage, supplies and publications.
 - a. The political subdivision will be responsible for the cost of supplies and workers used to conduct an election in their respective district. When possible and if supplies or workers are shared between political subdivisions the expense will be divided and prorated to each Political Subdivision by the Joint Elections Administrator.
 - b. Election Judges will be paid at a rate of \$12.00 per Hour. Election Clerks will be paid at a rate of \$10.00 per Hour. This expense will be paid by the political subdivision holding the election.
 - c. Each Election Judge will be paid a flat-rate fee of \$25.00 to ensure return of all supplies, booths, Express Vote machine and EA Pollbooks. This expense will be paid by the political subdivision holding the election.

****It is agreed by the Political subdivision that at all times and for all purposes hereunder, all election judges, clerks and all other workers involved in elections are independent contractors and shall be construed so as to find any judge, clerk, or any other election personnel to not be an employee and/or agent of the county or the Political Subdivision, and all election personnel shall not be entitled to any of the rights, privileges, or benefits of County Employees except as otherwise may be stated herein nor shall any election personnel hold himself out as an employee or agent of the County or Political Subdivision as determined by the policies of Hockley County or the Political Subdivision.**

- 4. The County agrees to submit to the Political Subdivision for payment the election expenses within seventy-five (75) days of said election date.**
- 5. This agreement shall be perpetual and continue year to year. If however Hockley County or any political subdivision wishes to terminate this agreement for the following budget year, they shall do so by July 1 of the current budget year.**
- 6. All election functions for every signing Political Subdivision, will be completed by the County Elections Administrator, in accordance with the Texas Election Code Sec. 31.**

EXHIBIT A

(ENTITIES FINANCIAL OBLIGATION)

HOCKLEY COUNTY	\$97,472
CITY OF LEVELLAND	\$10,000
LEVELLAND ISD	\$10,000
SOUTH PLAINS COLLEGE	\$1,000
CITY OF SUNDOWN	\$2,000
SUNDOWN ISD	\$2,000
HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT #1	\$1,000
ROPESVILLE ISD	\$500
CITY OF ROPESVILLE	\$500
SMYER ISD	\$500
ANTON ISD	\$500

Note: Effective in 2023, due to rising costs associated with Elections, all entities will pay a minimum of \$500 plus actual expenses.

Executed and approved on the date indicated:

HOCKLEY COUNTY:

BY: Sharla Baldrige 4-24-2023
Sharla Baldrige, County Judge

BY: Jody Rose
Jody Rose, Elections Administrator

HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT

BY: Jason Coleman
Jason Coleman, General Manager

Date Executed: 2/16/23

2023 JOINT ELECTION AGREEMENT
Between the County of Hockley and High Plains Underground Water Conservation
District
AND
ELECTION SERVICES CONTRACT
Between the County Election Administrator and the Political Subdivisions Listed Above
Respectively

PRELIMINARY RECITALS

- WHEREAS Texas Election Code Chapter 271, Joint Elections, authorizes two, or more political subdivisions to hold their elections jointly in the election precincts that can be served by common polling places if the elections are to be held on the same day in all or part of the same territory; and
- WHEREAS The High Plains Underground Water Conservation District (HPWD) and Hockley County, Texas ("County") being the signing parties to this Agreement, shall hold their respective general elections on Saturday, May 6, 2023.
- WHEREAS The County Election Administrator, Jody Rose, hereinafter Referred to as "Contracting Officer", along with the Voter Registration/Elections Department (VR/ED) he oversees, and by authority of Section 31.092(a) of the Texas Election Code, enters into this election services contract with each political subdivision holding their respective general election on Saturday, May 6, 2023 for the conduct and supervision of; and
- WHEREAS the HPWD, (also referred to as participating authority(ies), joint participants, political subdivisions), and the County have adopted orders, resolutions or other official documents required by their respective governing bodies reciting the terms of this Joint Election Agreement and Election Services Contract ("Agreement"); and
- WHEREAS the HPWD, and County, find that this Agreement will adequately and conveniently serve all voters in the Water District, and County and will facilitate the orderly conduct of the Elections; and
- THEREFORE, the HPWD and County agree as follows:

AGREEMENT

1. Joint Election Services-County Expense Reimbursement. The County, by and through the Hockley County Voter Registration/Elections Department (VR/ED), a public office of the County under the direction of the County Elections Administrator (an appointed County officer and employee) agrees to coordinate, supervise and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this Agreement, Notwithstanding anything to the contrary stated in the Agreement, the Water District agrees to pay to the County reimbursement for all expenses incurred by the County for elections supplies, services and administrative costs,

as described in this Agreement-including without limitation all authorized preparatory expenses accrued and actually incurred by the county in anticipation of an election which is suspended, rescheduled, or cancelled as allowed by law or a Force Majeure Event. The VR/ED will serve as administrator for the election; however, each participating authority remains responsible for the lawful conduct of their respective election.

2. Uniform Election Date-Joint elections shall be held Saturday, May 6, 2023, unless suspended, rescheduled, or cancelled as allowed by law or a Force Majeure Event, including without limitation a: (a) law, rule, order, act or restraint by government, a government official, or a governmental body, regulatory agency, or court or other tribunal, including without limitation an executive order, proclamation, or other official action by the Governor of Texas, which suspends, reschedules, or cancels an election, or suspends Texas statutes or administrative regulations pertaining to the holding of an election; or (b) certification of unopposed candidates under Section 2.051 of the Texas Election Code or other authority. If a political subdivision cancels its respective election pursuant to Section 2.053, the VR/ED shall be entitled to receive an administrative fee of \$75 [Section 31.100 (d)] and shall prepare and submit an invoice for payment within 60 days after the unofficial notification of cancellation is received. Once the cancellation of the election is formally approved by the respective governing body, the political subdivision shall provide a copy of the certification of cancellation to the VR/ED in order for it to be posted at each affected poll place on Election Day.
3. Voting Equipment-The VR/ED will provide voting machines and equipment, prepare them for the election including logic and accuracy testing, and transport them (or arrange to have them transported) to the early voting location(s) and the Election Day polling place(s).
4. Election Supplies-The VR/ED will arrange for all necessary election supplies, including but not limited to ballots, election forms, maps, and supplies for election judges, ballot boxes, voting booths, transfer cans, electronic poll book and accessories, etc., and if necessary, instructions and other information needed to enable the election judges to conduct a proper election.

The VR/ED will combine election forms and records in a manner convenient and adequate to record and report the results of the election for each of the participating entities as prescribed by Section 271.009 of the Texas Election Code. Each entity shall use a single ballot specific to the entity containing all the offices or propositions stating measures to be voted on at a particular polling place (Section 271.007 of the Texas Election code).

Each participating entity will remain the filing authority for applications for a place on the ballot respectively and shall furnish to the VR/ED a list of candidates and/or propositions

showing the order and exact manner in which their candidate names and/or propositions are to appear on the official ballot in both English and Spanish. The list will be delivered to the VR/ED as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority will be responsible for proofreading and approving the ballot in so far as it pertains to the authority's candidates and/or propositions. The VR/ED will order programming and ballots based on the ballot approval of each participating authority. In the event, a participating authority approved a ballot containing an error, that authority will be solely, financially responsible for all replacement costs of the programming and ballots, along with any additional related expenses (i.e., shipping, etc.).

The VR/ED will be responsible for procuring the election supplies for an election. The ballot allocation will be in accordance with Section 51.005 of the Texas election Code. In the case of a Local Option election, the ballot allocation will be in accordance to Title 17, Section 501.104 of the Texas Election Code. However, the final ballot order will be calculated and authorized by the VR/ED to ensure sufficient supplies without excessive waste.

5. Election Notices and other Pre-Election Matters

- a. Each authority will post their respective election orders and public elections notices; and provide a copy of the orders and notices to the VR/ED and any issued by the VR/ED will be provided to each participating authority.
- b. The VR/ED will select and arrange for the use of all voting locations. Voting locations will be, whenever possible, the usual, Court and DOJ approved voting locations for the participating authorities. In the event a voting location is not available, or a change has been made for another reason, the VR/ED will arrange for an alternate location or combine it with another and will notify each participating authority of the change.

6. Election Judges, Clerks, and other Election Information

- a. The VR/ED will be responsible for the appointment of the presiding judge and an alternate for each polling location. The VR/ED will arrange for training and compensation of all presiding judges and clerks. If a person is unable or unwilling to serve, the VR/ED will be responsible for the appointment of a replacement judge for the election and notify each participating authority affected by the change.
- b. The VR/ED will take necessary steps to ensure that all election judges appointed for the joint election are eligible to serve.
- c. The presiding judge will be responsible for appointing at least two clerks but no more than the maximum prescribed limit and for ensuring the eligibility of each appointed clerk hired to assist the judge in the conduct of the election. The VR/ED is available upon request to assist with eligibility questions and/or confirmations.
- d. Each election judge will receive \$12 per hour and each clerk \$10 per hour (for a maximum of 14 hours per day). The Election Judge will receive an additional \$25 for delivering election returns and supplies to the Hockley County Elections Office on Election Night. Election judges and clerks will be

paid by Hockley County and the VR/ED shall prepare and submit an invoice to the entities for payment 75 days after the election.

7. Early Voting

- a. All participating entities agree to conduct their early voting jointly (Section 271.006 of the Texas Election Code). Jody Rose, County Election Administrator for the VR/ED is hereby appointed Early Voting Clerk for the joint early voting as with respect to early voting in person and voting by mail. Additional clerks may be appointed by the Early Voting Clerk as needed to assist in the conduct of the election.
- b. The joint early voting will be conducted at the early voting poll place of the HPWD and at minimum, will be the hours that the early voting clerk regularly conducts early voting, and if applicable, will be extended to comply with state law.
- c. The Early Voting Clerk may appoint up to eight (8) additional clerks for early voting by personal appearance.
- d. Early Voting will be conducted at the following location:
Location: Hockley County Elections Office
911 Austin St.
Levelland, TX 79372
Dates: April 24, 2023 through May 2, 2023 Monday-Friday
8:30 am to 5:30 pm
- e. The Early Voting Ballot Board (EVBB), consisting of a presiding judge and at least two other members, will be appointed by the VR/ED who is responsible for appointing EVBB clerks and for the eligibility. The presiding election judge of the EVBB will receive \$12 per hour and clerks will receive \$10 per hour. They will be paid for a minimum of 2 hours. EVBB judge and clerks will be paid by Hockley County and the VR/ED shall prepare and submit an invoice to the entities for payment within 75 days after the election.

8. Election Day

- a. The VR/ED will monitor the polling location on Election Day for adequate supplies, operating voting systems, voter check in assistance, qualifying voter, etc.
- b. As required by law, the VR/ED will be open on Election Day and also available by phone, cell phone, and e-mail to assist all election workers and participating authorities.

9. Return of Elections

- a. The VR/ED is responsible for establishing and operating the central counting station in accordance with the provisions of the Texas Election Code and this Agreement.
- b. On election night as ballots arrive for processing, the VR/ED will provide timely reports of election results as soon as the returns are processed and the initial reconciliation is completed. The VR/ED is responsible for releasing totals, reflecting precinct returns via "media report"/" summary report" to

include early voting and election day, to the joint participants, candidates, media and general public by distribution of hard copies and/or electronic transmittals. Hockley County will operate an election results center to release election results in the Hockley County Elections Office at 911 Austin St., Levelland, TX

- c. On Election Night, the VR/ED will have a designated area at the Hockley County Election Office to accommodate one representative from each participating entity to observe the election results center operation and receive election results. Internet access via wi-fi will be available as well if needed. Specific instructions regarding recommended arrival time, entrance access, etc. will be sent out via email to each participating entity before Election Day as instructions may vary with each election.
- d. The VR/ED will be responsible for entering election night returns electronically as required by the Secretary of State's Office. A copy of that filing will be provided to the participating entities.
- e. The VR/ED will prepare, after Election Day, the unofficial canvass report after all precinct returns have been accumulated and will make available a copy of the unofficial precinct/district returns for canvassing to each participating authority as soon as possible after all returns, provisional and mail ballots have been tabulated; the unofficial precinct/district returns will be available by 12:00 noon on Monday, May 15, 2023
- f. All participating authorities will be responsible for canvassing their respective election returns. As stated in Section 271.012 of the Texas Election Code, the presiding officer of the canvassing authority of each participating entity shall issue certificates of election to candidates elected at the joint election to offices of political subdivisions.
- g. The VR/ED will be responsible for conducting the post-election partial manual count, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Each political subdivision must notify the VR/ED if waiver has been granted or denied upon receipt of notification from the participating authority to be present and if necessary, assist with the recount process.
- h. The VR/ED is responsible for entering election results and the precinct return reporting, also known as the Vote Count List, as required by the Secretary of State.

10. Records of Election

- a. The Contracting Officer (County Election Administrator) shall serve as the general custodian of election records in accordance with Section 271.010 of the Texas Election Code. However, each participating entity will be the custodian and responsible for pre-election and post-election records for their respective elections to include but not limited to election orders, public election notices, applications for a place on the ballot, candidate drawing documents, campaign finance reports, along with canvassing records and certificates of election, etc.

- b. Election records will be available to each participating authority as well as to the public in accordance with the Public Information Act, Chapter 552 of the Texas Government Code and Chapter 66 of the Texas Election Code.
- c. Records of the election will be retained and disposed of in accordance with the records retention schedule adopted by the VR/ED County Election Administrator, and pursuant to the applicable records retention schedule adopted/accepted by the Texas State Library and Archives Commission on December 1, 2017 and in accordance with Chapter 66 of the Texas Election Code. Election Records shall be kept by the VR/ED for a period of Election Day + 22 months.
- d. If Records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act, the ED/VR will maintain the records until final resolution or until final judgement whichever is applicable. It is the responsibility of any participating authority to bring to the attention of the VR/ED any notice of any pending contest, investigation, litigation, or Texas Public Information Act request which may be filed with a participating authority.
- e. Upon request to maintain records beyond eligibility for preservation according to Section 66.058 of the Texas Election Code, the VR/ED shall supply a written cost estimate for storage to requesting participant.

11. Election Expenses:

- a. The participating authorities mutually agree to pay the actual expenses attributable to their portion of the programming, coding, and ballot layout costs.
- b. The cost of the special request from a participant, which is not agreed upon by all authorities, shall be borne by that participant.
- c. The participating authorities mutually agree to share the cost of all election personnel (excluding the Contracting Officer). This will include the early voting election workers, Election Day workers, Early Voting Ballot Board, along with any temporary employees hired to assist with the delivery of equipment and supplies, and election workers at the central counting station, etc. On Election Day, only the political subdivisions sharing the polling location will equally share the personnel cost. Any hours worked over 35 hours per week by the employees of the VR/ED (shall be monitored and authorized by the County Election Administrator) beginning the Friday immediately before early voting begins and concluding the Friday following election day, due to the complexity of the elections, will be paid at one and one half (1 ½) times his/her regular rate and will be a shared cost by all participating authorities.
- d. The participating authorities mutually agree to provide the county owned election equipment in accordance with Section 123.032 of the Texas Election Code. The voting system to be used in the election is the ES&S Express Vote. One accessible voting system will be provided at each poll location. Early voting equipment will be shared by participating authorities.

- e. The Water District shall pay to the county, within (30) days of receipt of a county invoice for all accrued and incurred County Election expenses authorized for reimbursement to the County by this Agreement.

12. Waiver of Damages:

The Participating Authorities acknowledge that the electronic voting system and the programming of paper ballots is highly technical and that it is conceivable that despite the effort of the VR/ED it might fail during an election or might contain errors. They also acknowledge that joint elections present logistical problems and other problems over and above elections that may be conducted individually. Hockley County, the elected officials assigned herein, or any of their employees or agents will use their best efforts to help ensure that a joint election will be conducted without error or mishap, but on occasion, errors or mishaps occur. Accordingly, the Participating Authorities agree that should an error or mishap occur, they will not make any claim against Hockley County, the elected officials assigned herein, or any of their employees, or agents for damages of any kind including but not limited to damages incurred for having to conduct a second election as a result of such error or mishap.

To the extent possible by law, if legal action is filed against any of the Participating Authorities involving its' respective election and if, the county and/or the elected officials assigned herein or any of their employees or agents is named as a party to this legal action and the complaint is based solely on the allegations made against that particular political subdivision, then that political subdivision, Participating Authority, shall be solely responsible for the costs and defense of that suit and shall be authorized to provide counsel of its choice for the County and/or the elected officials assigned herein or any of their employees, or agents.

The VR/ED will print multiple original documents and facilitate the coordination between the participating authorities and their respective governing bodies in order for each to have an original, signed and completed contract for each authorities' records. The VR/ED shall file a copy of this executed contract.

13. Interpretation:

Unless otherwise designated in this Agreement, "Force Majeure Event" shall mean the following events to the extent they are not reasonable within the control of the County, and should the County claim a reason to excuse timely performance of the Agreement or the suspension of said timely performance because of one or more of said events: (i) acts of God; (ii) civil disturbances and disturbances caused by the public enemy; (iii) strikes, lockouts or other worker disputes; (iv) wars, blockades, insurrections, or riots; (v) pandemics or epidemics; (vi) natural disasters, or fire events; (vii) explosions, breakage, or accident to machinery or equipment; (viii) inability to obtain or delays in obtaining necessary governmental approval or documents in order to conduct an election (provided the County first used reasonable efforts to obtain the same); or (ix)

laws, rules, orders, acts or restraint by government, a government official, or a governmental body, regulatory agency, or court or other tribunal, including without limitation an executive order, proclamation, or other official action by the Governor of Texas suspending, rescheduling, or cancelling an election, or suspending Texas Statutes or administrative regulations pertaining to the holding of an election.

The past, present, or future tense shall each include the other, the masculine, feminine, or neutral gender shall each include the other, and the singular and plural number shall include the other where necessary for a correct meaning in the Agreement. All statements made in the preamble and preliminary recitals of this Agreement are incorporated by reference. This agreement is subject to all protections afforded to a signing party pursuant to a proper application of the doctrine of governmental immunity.

14. Occurrence of Force Majeure Event:


Should the County be rendered unable by an authorized Force Majeure Event to carry out its obligations under this Agreement, the obligation of the County, so far as it is affected by said event, shall be suspended during the continuance of the authorized Force Majeure Event, but for no longer period, and the Force Majeure Event shall so far as possible be remedied with all reasonable dispatch if allowed by law, and further: (a) the County shall give prompt notice (but no later than 30 days after the occurrence of said event) and a reasonable full explanation of said event to the other signing parties of this Agreement; (b) the County shall take all reasonable action within its power to remove the basis for non-performance (including securing alternative supply sources, if available); and (c) after doing so, the County shall resume performance as soon as possible if authorized by law to proceed. It is agreed that the settlement of strikes or lockouts or the resolution of differences with workers shall be entirely within the discretion of the County, and regarding those circumstances, the above requirement that any Force Majeure Event shall be remedied with all reasonable dispatch shall not require the settlement by the County of strikes, lockouts or worker differences by acceding to the demands of the opposition in such disputes, when to do so would be inadvisable in the reasonable exercised discretion of the County.

SIGNED AND ENTERED into this joint Agreement the 24th day of April, 2023 in duplicate.

HOCKLEY COUNTY

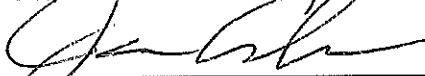


Sharla Baldrige, County Judge



Jody Rose, County Election Administrator

**HIGH PLAINS UNDERGROUND WATER
CONSERVATION DISTRICT**



Jason Coleman, General Manager

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 24th day of April, A. D. 2023, was examined by me and approved.

Alan Wisdom
Commissioner, Precinct No. 1

Absent
Commissioner, Precinct No. 3

Absent
Commissioner, Precinct No. 2

Tommy Oly
Commissioner, Precinct No. 4

Sharla Baldrige
County Judge

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

