

**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 1st day of May, 2019 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 of the Commissioners' Court held on Wednesday, April 24, 2019.
2. Read for approval all monthly bills and claims submitted to the court and dated through April 29, 2019.
3. Hear the monthly Public Assistance Report.
4. Consider and take necessary action to approve the 2019 Joint Election Agreement between Hockley County, the City of Levelland and Levelland Independent School District.
5. Consider and take necessary action to approve the 2019 Joint Election Agreement between Hockley County and Smyer Independent School District.
6. Consider and take necessary action to approve the 2019 Joint Election Agreement between Hockley County, the City of Sundown and Sundown Independent School District.
7. Closed meeting pursuant to Section 551.071 of the Texas Government Code concerning pending litigation with Armando Cortez, Jr.

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 26th day of April, 2019, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 26th day of April, 2019.

Jennifer Palermo
Jennifer Palermo, County Clerk, and Ex-Officio
Clerk of Commissioners' Court, Hockley County, Texas
AT _____ O'CLOCK ____ M.

APR 26 2019

Jennifer Palermo
County Clerk, Hockley County, Texas



REGULAR MEETING
MAY 1, 2019

Be it remembered that on this the 1st day of May A.D. 2019, 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 Absent	Commissioner Precinct No. 4

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

Motion by Commissioner Barnett, seconded by Commissioner Carter, 3 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on Wednesday April 24th, 2019, A. D. Be approved and stand as read.

Motion by Commissioner Thrash, seconded by Commissioner Carter, 3 Votes Yes, 0 Votes No, that Commissioners Court approved all monthly bills and claims submitted to the court and dated through April 29, 2019. Be approved and stand as read.

Rebecca Currington reported her approval and denials report for public assistance. As per application report for April 2019 recorded below.

HOCKLEY COUNTY PUBLIC ASSISTANCE

APPLICATION REPORT FOR APRIL 2019

RECOMMENDATION FOR PAYMENT

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>	<u>REQUEST</u>	<u>AMT PD</u>
Susie Vizcarra	201 W. Jackson	Levelland	Electric	\$74.81
			Total Paid	\$74.81

RECOMMENDATION FOR DENIAL

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>	<u>REQUEST</u>	<u>AMT REQ</u>
Randy Jacops	612 Maurer St	Anton	Electric	\$75.00
			Total Denied	\$75.00

PAUPER CREMATION APPROVALS

<u>APPLICANT / DECEASED</u>	<u>PHYSICAL ADDRESS</u>	<u>CITY</u>	<u>AMOUNT</u>
Henry Baxter	222 Ave. T, #9	Levelland	\$1,095.00

Upon recommendation by Rebecca Currington, Public Assistance Administrator, the following list of applicants' requests for public assistance, have been approved or denied for the month of April 2019.

APPROVED APPLICANTS

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>	<u>REQUEST</u>	<u>AMOUNT</u>
Susie Vizcarra	201 W. Jackson	Levelland	Electric	\$74.81

DENIED APPLICANTS

The below listed applicants have been denied their public assistance request for one/more of the following reasons:

- Income of applicant(s) exceeds that of an indigent person, according to the guidelines of the Commissioners' Court of Hockley County, Texas.
- Applicant is in an all adult household in which no one is receiving Social Security due to age or disability.
- Not all money received by household, either income, available funds or contribution, was reported by household.
- Conflict of information regarding either household members or income received.
- No emergency situation exists as loss of job income was not due to illness or layoff.
- Other reason -

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>
Randy Jacops	612 Maurer St	Anton

PAUPER CREMATION APPROVALS

<u>APPLICANT / DECEASED</u>	<u>PHYSICAL ADDRESS</u>	<u>CITY</u>	<u>AMOUNT</u>
Henry Baxter	222 Ave. T, #9	Levelland	\$1,095.00

Motion by Commissioner Carter, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that Commissioners Court approved the 2019 Joint Election Agreement between Hockley County, the City of levelland and Levelland Independent School District. As per 2019 Joint Election Agreement recorded below.

2019 JOINT ELECTION AGREEMENT

Between the County of Hockley, City of Levelland, and Levelland Independent School District,
AND

ELECTION SERVICES CONTRACT

Between the County Joint Election Administrator
And the Political Subdivisions Listed Above Respectively

- 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 City of Levelland, Texas ("City") and the Levelland Independent School District ("LISD"), shall hold their respective general elections on Saturday, May 4, 2019.
- WHEREAS The County Joint Election Administrator, Cheryl Smart, hereinafter referred to as "Contracting Officer", along with the Voter Registration/Elections Department (VR/ED) she 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 4, 2019 for the conduct and supervision of; and
- WHEREAS the City, and LISD (*also referred to as participating authority(ies)/entity(ies), joint participants, political subdivisions*) represent that they have each adopted orders, resolutions or other official documents required by their respective governing bodies reciting the terms of this joint election agreement and the contract for election services; and
- WHEREAS the City and LISD find that this joint election agreement and this election services contract will adequately and conveniently serve all voters in the City of Levelland and LISD and will facilitate the orderly conduct of the elections; and
- THEREFORE, the County, city, and LISD, agree as follows:

The Hockley County Voter Registration/Elections Department (VR/ED), under the direction of the Joint Election Administrator, 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. Each participating authority agrees to pay Hockley County for, elections supplies, services and administrative costs as outlined in this agreement. The VR/ED will serve as administrator for the election; however, each participating authority remains responsible for the lawful conduct of their respective election.

1. Uniform Election Date. Joint elections shall be held May 4, 2019 unless canceled by certification of unopposed candidates under Section 2.051-2.053 of the Texas Election Code. 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 \$75.00 [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.
2. Voting Equipment. The VR/ED will provide voting machines and equipment, prepare them for use in the election including logic and accuracy testing, and transport them (*or arrange to have them transported*) to and from the early voting location(s) and the Election Day polling place(s).

3. 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 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 the exact manner in which their candidate names and/or propositions are to appear on the official ballot in both English and in 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 to 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.

4. 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 with the VR/ED and those issued by VR/ED 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.

5. 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 insure 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 insuring 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 \$10 per hour and each clerk \$8 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 Court House 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 within 60 days after the election.

6. Early Voting.

- a. All participating entities agree to conduct their early voting jointly (Section 271.006 of the Texas Election Code). Cheryl Smart, Joint 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 City of Levelland/LISD/and at minimum, will be the hours that the early voting clerk regularly conducts early voting, and if applicable, will be extended to include any extended or weekend hours.
- 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 Court Annex-Election Office
911 Austin St.
Levelland, Texas
Dates: April 22nd through April 30th, 2019, Monday-Friday
Hours: 8:00am-5:00pm
EXCEPTION: There will be two twelve hour days during voting:
Monday, April 22nd and Tuesday, April 23rd, 2019
Early Voting Hours are 7:00am-7:00pm.
- 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 their eligibility. The presiding election judge of the EVBB will receive \$10 per hour and clerks will receive \$8 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 60 days after the election.

7. 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, e-mail, and instant messaging (via electronic poll books) to assist all election workers and participating authorities.

8. 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 a "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 Annex located at 802 Houston St., Levelland, Texas.
- c. On Election Night, the VR/ED will have a designated area at the Hockley County Courthouse, 1st floor to accommodate one representative from each participating entity to observe the election results center operation and receive election results. Internet access via data lines will be available as well if needed. Specific instructions regarding recommended arrival time, entrance access, etc. will be sent out via email

- d. 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 May 16, 2016.
- 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 manual recount, 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 Secretary of State. The VR/ED will post required notice of recount and may require a representative of each participating authority to be present and if necessary, assist with the recount process.
- h. Each participating authority is responsible for entering their respective election results precinct return reporting, also known as the Vote Count List, as required by the Secretary of State.

9. Records of the Election.

- a. The Contracting Officer (Joint 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 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 Joint Election Administrator, and pursuant to the applicable records retention schedule adopted/accepted by the Texas State Library and Archives Commission on May 10, 2010 and in accordance with Chapter 66 of Texas Election Code.
 NEW LAW- Effective September 1, 2011, House Bill 2817 (82 (R) Legislative Session) amends the preservation period to provide that the new preservation period for non-federal elections is six months after Election Day.
- d. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act, the VR/ED will maintain the records until final resolution or until final judgment 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 with Section 66.058 of the Texas Election code, the VR/ED shall supply a written cost estimate for storage to requesting participant.

10. 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 any 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 forty (40) hours per week by the full-time employees of the VR/ED (shall be monitored and authorized by the Joint 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 1/2) 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 Model 100 Precinct Scanner. One accessible voting system, the ES&S will be provided at each poll location. Early voting equipment will be shared by participating entities.
- e. The participating authorities mutually agree to pay Hockley County within thirty (30) days of receipt of the invoice.

11. 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 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 authority's records. The VR/ED shall file a copy of this executed contract.

SIGNED AND ENTERED into this joint agreement the 17 day of April, 2019 in duplicate originals.

HOCKLEY COUNTY

Sharla Baldrige 5-1-19
Sharla Baldrige, *County Judge*

Cheryl Smart
Cheryl Smart, *Joint Election Administrator*

THE CITY OF LEVELLAND

Barbra Pinner
Barbra Pinner, *Mayor*

Beth A. Walls
Beth A Walls, *City Secretary*

LISD

Jeffrey L. Northern, *Superintendent of Schools*


Rodney Caddell, *Business Manager*

Note: the signature page has been modified to include the County and each participating entity separately for the ease of coordination between participating entities and their respective governing bodies for a total of three original contracts signed in triplicate.

SIGNED AND ENTERED into this joint agreement the 17day of April,2019 in duplicate originals.

HOCKLEY COUNTY

Sharla Baldrige, *County Judge*



Cheryl Smart, *Joint Election Administrator*

THE CITY OF LEVELLAND

Barbra Pinner, *Mayor*

Beth A Walls, *City Secretary*

LISD



Tania Moody, *LISD Board of Trustees President*



Jeff Northern, *Superintendent of Schools*

Note: the signature page has been modified to include the County and each participating entity separately for the ease of coordination between participating entities and their respective governing bodies for a total of three original contracts signed in triplicate.

**Motion by Commissioner Carter, seconded by Commissioner Thrash, 3 Votes Yes,
0 Votes No, that Commissioners' Court approved the 2019 Joint Election Agreement between Hockley
County and Smyer Independent School District. As per 2019 Joint Election Agreement recorded below.**

2019 JOINT ELECTION AGREEMENT

Between the County of Hockley and Smyer Independent School District

AND

ELECTION SERVICES CONTRACT

Between the County Joint Election Administrator
And the Political Subdivisions Listed Above Respectively

- 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 Smyer Independent School District (SISD) shall hold their respective general elections on Saturday, May 04, 2019.
- WHEREAS The County Joint Election Administrator, Cheryl Smart, hereinafter referred to as "Contracting Officer", along with the Voter Registration/Elections Department (VR/ED) she 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 7, 2016 for the conduct and supervision of; and
- WHEREAS SISD (*also referred to as participating authority(ies)/entity(ies), joint participants, political subdivisions*) represent that they have each adopted orders, resolutions or other official documents required by their respective governing bodies reciting the terms of this joint election agreement and the contract for election services; and
- WHEREAS SISD finds that this joint election agreement and this election services contract will adequately and conveniently serve all voters in the SISD and will facilitate the orderly conduct of the elections; and
- THEREFORE, the County And SISD agree as follows:

The Hockley County Voter Registration/Elections Department (VR/ED), under the direction of the Joint Election Administrator, 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. Each participating authority agrees to pay Hockley County for, elections supplies, services and administrative costs as outlined in this agreement. The VR/ED will serve as administrator for the election; however, each participating authority remains responsible for the lawful conduct of their respective election.

1. Uniform Election Date. Joint elections shall be held Saturday, May 04, 2019 unless canceled by certification of unopposed candidates under Section 2.051-2.053 of the Texas Election Code. 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 \$75.00 [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.
2. Voting Equipment. The VR/ED will provide voting machines and equipment, prepare them for use in the election including logic and accuracy testing, and transport them (*or arrange to have them transported*) to and from the early voting location(s) and the Election Day polling place(s).

3. 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 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 the exact manner in which their candidate names and/or propositions are to appear on the official ballot in both English and in 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 to 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.

4. 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 with the VR/ED and those issued by VR/ED 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.
5. 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 insure 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 insuring 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 \$10 per hour and each clerk \$8 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 Court House 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 within 60 days after the election.

6. Early Voting.

- a. All participating entities agree to conduct their early voting jointly (Section 271.006 of the Texas Election Code). Cheryl Smart, Joint 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 City of Smyer and SISD and at minimum, will be the hours that the early voting clerk regularly conducts early voting, and if applicable, will be extended to include any extended or weekend hours.
- 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: SMYER ISD Administration Office
401 LINCOLN ST
SMYER, TX
Dates: 4/22/2019-4/30/2019 Monday-Friday
Hours: 8:00am-4:00pm
- 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 their eligibility. The presiding election judge of the EVBB will receive \$10 per hour and clerks will receive \$8 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 60 days after the election.

7. 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, e-mail, and instant messaging (via electronic poll books) to assist all election workers and participating authorities.

8. 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 a "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 Election Office at 911 Austin ST, Levelland, Texas.
- 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 data lines 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 May 7, 2019.
- 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 manual recount, 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 Secretary of State. The VR/ED will post required notice of recount and may require a representative of each participating authority to be present and if necessary, assist with the recount process.
- h. Each participating authority is responsible for entering their respective election results precinct return reporting, also known as the Vote Count List, as required by the Secretary of State.

9. Records of the Election.

- a. The Contracting Officer (Joint 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 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 Joint Election Administrator, and pursuant to the applicable records retention schedule adopted/accepted by the Texas State Library and Archives Commission on May 10, 2010 and in accordance with Chapter 66 of Texas Election Code.
NEW LAW- Effective September 1, 2011, House Bill 2817 (82 (R) Legislative Session) amends the preservation period to provide that the new preservation period for non-federal elections is six months after Election Day.
- d. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act, the VR/ED will maintain the records until final resolution or until final judgment 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 with Section 66.058 of the Texas Election code, the VR/ED shall supply a written cost estimate for storage to requesting participant.

10. 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 any 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 forty (40) hours per week by the full-time employees of the VR/ED (shall be monitored and authorized by the Joint 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 1/2) 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 Model 100 Precinct Scanner. One accessible voting system, the ES&S will be provided at each poll location. Early voting equipment will be shared by participating entities.
- e. The participating authorities mutually agree to pay Hockley County within thirty (30) days of receipt of the invoice.

11. 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 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 authority's records. The VR/ED shall file a copy of this executed contract.

SIGNED AND ENTERED into this joint agreement the 19 day of March, 2019 in duplicate originals.

HOCKLEY COUNTY

Sharla Baldrige 5-1-19
Sharla Baldrige, *County Judge*

Cheryl Smart
Cheryl Smart, *Joint Election Administrator*

Dane Kerns
Dane Kerns, *Smyer ISD Superintendent*

Donna Robertson
Donna Robertson, *SISD Business Manager*

Note: the signature page has been modified to include the County and each participating entity separately for the ease of coordination between participating entities and their respective governing bodies for a total of three original contracts signed in triplicate.

Motion by Commissioner Carter, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that Commissioners' Court approved the 2019 Joint Election Agreement between Hockley County, the City of Sundown and Sundown Independent School District. As per 2019 Joint Election Agreement recorded below.

2019 JOINT ELECTION AGREEMENT

Between the County of Hockley, City of Sundown and Sundown Independent School District,

AND

ELECTION SERVICES CONTRACT

Between the County Election Administrator
And the Political Subdivisions Listed Above Respectively

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 City of Sundown, Texas ("City"), and the Sundown Independent School District ("SISD") shall hold their respective general elections on Saturday, May 4, 2019.

WHEREAS The County Joint Election Administrator, Cheryl Smart, hereinafter referred to as "Contracting Officer", along with the Voter Registration/Elections Department (VR/ED) she 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 4, 2019 for the conduct and supervision thereof; and

WHEREAS the City and SISD (*also referred to as participating authority(ies)/entity(ies), joint participants, political subdivisions*) represent that they have each adopted orders, resolutions or other official documents required by their respective governing bodies reciting the terms of this joint election agreement and the contract for election services; and

WHEREAS the City and SISD find that this joint election agreement and this election services contract will adequately and conveniently serve all voters in the City of Sundown and SISD and will facilitate the orderly conduct of the elections; and

THEREFORE, the County, city and SISD agree as follows:

The Hockley County Voter Registration/Elections Department (VR/ED), under the direction of the Joint Election Administrator, 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. Each participating authority agrees to pay Hockley County for, elections supplies, services and administrative costs as outlined in this Agreement. The VR/ED will serve as administrator for the election; however, each participating authority remains responsible for the lawful conduct of their respective election.

1. Uniform Election Date. Joint elections to be held May 4, 2019 unless canceled by certification of unopposed candidates under Section 2.051-2.053 of the Texas Election Code. If a political subdivision cancels its respective election pursuant to Section 2.053, the VR/ED there will be no administrative fee. 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.

2. Voting Equipment. The VR/ED will provide voting machines and equipment, prepare them for use in the election including logic and accuracy testing, and transport them (*or arrange to have them transported*) to and from the early voting location(s) and the Election Day polling place(s).
3. 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. This includes the use of a single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place (Section 271.007 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 the exact manner in which their candidate names and/or propositions are to appear on the official ballot in both English and in 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, THE LIST MAY BE DELIVERED BY ELECTRONIC MAIL. 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 to 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.

4. 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 with the VR/ED and those issued by VR/ED 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 (if any DOJ approval is required) 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.
5. 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 insure 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 insuring 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 \$10 per hour and each clerk \$8 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 Court House on Election Night.

6. Early Voting.

- a. All participating entities agree to conduct their early voting jointly (Section 271.006 of the Texas Election Code). Cheryl Smart, Joint 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 City of Sundown/SISD and at minimum, will be the hours that the early voting clerk regularly conducts early voting, and if applicable, will be extended to include any extended or weekend hours.
- c. The Early Voting Clerk may appoint up to FOUR (4) additional clerks for early voting by personal appearance.
- d. Early voting will be conducted at the following location:
 - Location: Sundown City Hall
809 S Slaughter Ave
Sundown, Texas
 - Dates: April 22nd – April 30, 2019, Monday-Friday
 - Hours: 8:00 am- 5:00 pm
 - EXCEPTION: There will be two twelve hour days during voting:
Monday, April 22nd and Monday, April 29th
Early Voting Hours are 7:00 am- 7:00 pm.
- e.
- f. The Early Voting Ballot Board (EVBB), consisting of a presiding judge and at least two other members, will be appointed by the City in even numbered years and by the SISD in odd numbered years. The presiding judge is responsible for appointing EVBB clerks and for their eligibility. The VR/ED is available upon request to assist with eligibility questions and/or confirmations.
- g. The presiding election judge of the EVBB will receive \$10 per hour and clerks will receive \$8 per hour. They will be paid for a minimum of 2 hours.

7. 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, e-mail, and instant messaging (via electronic poll books) to assist all election workers and participating authorities.
8. 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 a “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 Courthouse Annex located at 911 Austin St., Levelland, Texas
 - b. On Election Night, the VR/ED will have a designated area at the Hockley County Courthouse Annex, 1st floor to accommodate one representative from each participating entity to observe the election results center operation and receive election results. Internet access via data lines 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.
 - c. 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.
 - d. 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 May 15, 2019.
 - e. 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.
 - f. The VR/ED will be responsible for conducting the post- election manual recount, 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 Secretary of State. The VR/ED will post required notice of recount and may require a representative of each participating authority to be present and if necessary, assist with the recount process.
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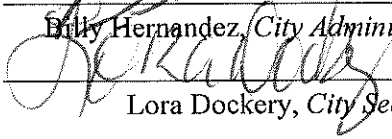
SIGNED AND ENTERED into this joint agreement the 15th day of May 2019 in duplicate originals.

Sharla Baldrige HOCKLEY COUNTY
Sharla Baldrige, County Judge
Cheryl Smart
Cheryl Smart, Election Administrator

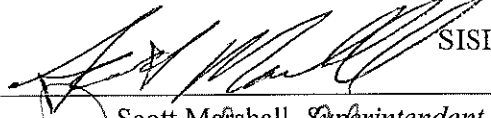
THE CITY OF SUNDOWN






Billy Hernandez, *City Administrator*


Lora Dockery, *City Secretary*



SISD
Scott Marshall, *Superintendent*


Pamela Elam, *Administrative Assistant to Superintendent*

Note: the signature page has been modified to include the County and each participating entity separately for the ease of coordination between participating entities and their respective governing bodies for a total of two original contracts signed in duplicate.

Closed meeting pursuant to Section 551.071 of the Texas Government Code concerning pending litigation with Armondo Cortez, Jr.

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 15th day of May, A. D. 2019, was examined by me and approved.

Curtis Throck
Commissioner, Precinct No. 1

J. L. Barnett
Commissioner, Precinct No. 3

Joey Carter
Commissioner, Precinct No. 2

Absent
Commissioner, Precinct No. 4

Sharla Laddridge
County Judge

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

